

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

June 26, 2019

Closed Session 5:00 p.m.
Open Session 6:15 p.m.

AGENDA

CLOSED SESSION AT 5:00 P.M.

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

A. PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT

Tim Brooks
Principal, Elementary School
Principal, Middle School
Principal, K-8
Executive Director, Special Education Programs & Instruction
(Pursuant to Government Code § 54957)

EXHIBIT A-1
EXHIBIT A-2
EXHIBIT A-3
EXHIBIT A-4

B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Tim Brooks
One Case
(Pursuant to Government Code § 54957)

EXHIBIT B-1

C. 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.

OPEN SESSION AT 6:15 P.M.

CALL TO ORDER – ROLL CALL

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

REPORT ON CLOSED SESSION ACTION

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

1. **CHARTER FACILITIES AGREEMENT FOR 2019-2024 – COMMUNITY ROOTS ACADEMY:** Page 1
EXHIBIT 1

Approval of Charter Facilities Agreement with Community Roots Academy (CRA) to enter into an in-lieu arrangement where CRA will occupy the upper portion at Crown Valley Elementary School in the 2019-2024 school years. Terms of this agreement include the use of the space described and depicted in Exhibit A for a five-year period beginning July 1, 2019 and will conclude at the expiration of this agreement on June 30, 2024. The agreement has been reviewed and approved by the District's legal counsel.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
2. **CHARTER FACILITIES AGREEMENT FOR 2019-2024 – ORANGE COUNTY ACADEMY OF SCIENCES AND ARTS:** Page 41
EXHIBIT 2

Approval of Charter Facilities Agreement with Orange County Academy of Sciences and Arts (OCASA) to enter into an in-lieu arrangement where OCASA will occupy the lower portion at Crown Valley Elementary School in the 2019-2024 school years. Terms of this agreement include the use of the space described and depicted in Exhibit A for a five-year period beginning July 1, 2019 and will concluded at the expiration of this agreement on June 30, 2024. The agreement has been reviewed and approved by the District's legal counsel.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

HUMAN RESOURCE SERVICES

3. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:** Page 79
EXHIBIT 3

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: Tim Brooks, Associate Superintendent, Human Resource Services
4. **CONSIDER AND APPROVE JOB DESCRIPTION – PRINCIPAL, K-8 CAPISTRANO HOME/VIRTUAL SCHOOL:** Page 83
EXHIBIT 4

Approval of new job description for the position of Principal, K-8 Capistrano Home/Virtual School. The creation of this position is to help expand middle school options for students needing an alternative learning environment, similar to high school options with Serra High School. This new position will provide oversight of the K-8 Home and Virtual School. The total estimated fiscal impact of this agreement would range annually from \$112,773 at Step 1 to \$143,932 at Step 6 on the Certificated Management Salary schedule.
Contact: Tim Brooks, Associate Superintendent, Human Resource Services

GENERAL FUNCTIONS

5. **SCHOOL BOARD MINUTES:** Page 85
EXHIBIT 5

Approval of the June 12, 2019 Regular Board Meeting minutes.
Contact: Colleen Hayes, Manager II, Board Operations/Superintendent's Office

DISCUSSION/ACTION ITEMS

6. **DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS:** **DISCUSSION/
ACTION**
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EXHIBIT 6

Approval of the Declaration of Need for Fully Qualified Educators. Education Code § 80026 requires that a Declaration of Need for Fully Qualified Educators be on file with the appropriate County Office of Education before the beginning of a new school year and shall remain in force until the end of that academic year. A Declaration of Need is

necessary if there is an insufficient number of qualified applicants. Submission of this declaration does not commit the District to issuing short term staff permits or emergency credentials, but rather is submitted as a matter of routine in the event it becomes necessary to employ such individuals. A Declaration of Need for Fully Qualified Educators must be filed prior to the beginning of the school year, even though there is no way to determine if there will be a need to employ teachers. However, if the Board of Trustees has not approved the appropriate declaration for the upcoming year, the District is precluded from hiring such individuals should the need arise. There is no financial impact to the general fund in the Board's acceptance of this declaration.

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

Contact: Tim Brooks, Associate Superintendent, Human Resource Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the Declaration of Need for Fully Qualified Educators.

Motion by _____ Seconded by _____

7. MASTER SERVICES AGREEMENT – TBWB STRATEGIES:

Approval of Master Services Agreement with TBWB Strategies to provide Bond election strategy and communication consulting services. The term of this agreement is effective June 27, 2019 through December 31, 2019. Expenditures under this agreement are not-to-exceed \$60,000 funded by the general fund.

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

Contact: Ryan Burris, Chief Communications Officer

Staff Recommendation

It is recommended the Board President recognize Ryan Burris, Chief Communications Officer, to present this item.

Following discussion, it is recommended the Board of Trustees approve the Master Services Agreement with TBWB Strategies.

Motion by _____ Seconded by _____

ADJOURNMENT

Motion by _____ Seconded by _____

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS
WEDNESDAY, JULY 17, 2019, 7:00 P.M.
AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM
33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

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

www.capousd.org

**DISCUSSION/
ACTION
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EXHIBIT 7**

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

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

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

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

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

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

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

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

ORAL COMMUNICATIONS (Non-Agenda Items): Regular, scheduled meetings of the Board shall have a portion of each meeting devoted to Oral Communications. Oral Communications, will take place following Special Recognitions. The total time for the Oral Communications portion of regular meetings shall be twenty minutes. Individual presentations are limited to a maximum of three minutes per individual but could be less if there are a large number of Oral Communication speakers. Legally, the Board may not take action on items raised by speakers under Oral Communications. The Board may, however, at its discretion, refer items to the administration for follow-up or place topics on a future Board agenda.

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

Once an agenda item has been opened for public comment, no additional "Request to Address the Board of Trustees" cards shall be accepted for that topic unless otherwise approved by the Board. When addressing a specific item on the agenda, the Board may vote to allow additional public speaker time for an individual Discussion/Action item.

PUBLIC HEARINGS: Any time the Board schedules a separate public hearing on a given topic, it shall not hear speakers on that topic before the public hearing, except as to the scheduling of the hearing, nor shall it hear speakers after the hearing, except as to changes in the recommended action at the time of the hearing.

REASONABLE ACCOMMODATION

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent Business and Support Services

Prepared by: Heidi Crowley, Coordinator Charter Schools and Strategic Initiatives

Date: June 26, 2019

Board Item: Charter Facilities Agreement for 2019-2024 – Community Roots Academy

HISTORY

Proposition 39, introduced in the November 2000 ballot, amended California *Education Code (EC)* § 47614, with the intent that public school facilities should be shared fairly among all public school pupils, including those in charter schools.

EC § 47614 requires that school districts make available, to all charter schools operating in their school district with projections of at least 80 units of average daily attendance (ADA), facilities that will sufficiently accommodate all of the charter’s in-district students, and that facilities be “reasonably equivalent” to other classrooms, buildings, or facilities in the district. However, charter schools and school districts have the flexibility to enter into alternative or in-lieu agreements outside of the Prop 39 process.

BACKGROUND INFORMATION

A charter petition for Community Roots Academy (CRA) was approved by the District on March 26, 2014. Community Roots Academy submitted a second charter renewal petition to the District on January 24, 2019. The District’s Board approved a second renewal on March 27, 2019 for a five-year term, commencing July 1, 2019, subject to CRA’s agreement to enter into an MOU addressing the conditions set forth in Resolution No. 1819-38. CRA’s current Facilities Use Agreement for use of the upper portion of the Crown Valley Elementary School campus, a long-term alternative agreement, expires on June 30, 2019. CRA submitted a Proposition 39 Request for School Facilities Application in accordance with California Education Code timelines for the 2019-2020 school year. The District and CRA successfully negotiated a five-year Alternative Agreement beginning July 1, 2019 and concluding at the expiration of the agreement on June 30, 2024. CRA agrees the provision of the subject property pursuant to this Agreement constitutes full and complete satisfaction of the District’s obligation to provide facilities, including furniture and equipment, to Charter School pursuant to Education Code § 47614 and the Proposition 39 Implementing Regulations (Cal. Code Regs., tit. 5, § 11969.1 et seq.) for the applicable years.

CURRENT CONSIDERATIONS

Approval of Charter Facilities Agreement with Community Roots Academy (CRA) to enter into an in-lieu arrangement where CRA will occupy the upper portion at Crown Valley Elementary

School. Terms of this agreement include the use of the space described and depicted in Exhibit A for a five-year period beginning July 1, 2019 and concluding at the expiration of this agreement on June 30, 2024. The agreement has been reviewed and approved by the District's legal counsel.

FINANCIAL IMPLICATIONS

Each year for the term of the Agreement, Charter School will pay to the District a Pro Rata Share Charge in the amount of \$195,817.44, in eleven equal monthly installments, for its use of space on the subject property.

STAFF RECOMMENDATION

It is recommended the Board approve the Charter Facilities Agreement with Community Roots Academy (CRA) to enter into an in-lieu arrangement where CRA will occupy the upper portion at Crown Valley Elementary School for a five-year period beginning July 1, 2019 and concluding on June 30, 2024.

PREPARED BY: Heidi Crowley, Coordinator Charter Schools and Strategic Initiatives

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

**CHARTER FACILITIES AGREEMENT
BY AND BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT AND
COMMUNITY ROOTS ACADEMY**

Pursuant to California Code of Regulations, title 5, section 11969.1 et seq., this Charter Facilities Agreement ("Agreement") is made and entered into as of the last date of the execution of this Agreement (the "Effective Date"), by and between the Capistrano Unified School District, a public school district organized and existing under the laws of the State of California ("District"), and Community Roots Academy ("Charter School" or "Community Roots"). The District and Charter School are collectively referred to as the "Parties."

1. **Use of the Subject Property.** The District agrees to allow Charter School use of the premises located at 29292 Crown Valley Parkway, Laguna Niguel, California 92677 ("Subject Property"), as set forth in this Agreement, for the sole purpose of operating the Charter School educational program and the associated uses detailed in Sections 9B and 20D below, in accordance with the charter under which Charter School was renewed as an independent Charter School through June 30, 2024. Charter School's right to use of the Subject Property shall begin on July 1, 2019 ("Commencement Date") and shall conclude at the expiration of this Agreement on June 30, 2024 ("Applicable Years"), unless terminated earlier in accordance with the terms of this Agreement.

A. **Reversion to District.** Upon the termination or expiration of this Agreement by its terms, the right to use and occupation of the Subject Property and the facilities and District equipment thereon, if any, shall revert to the District, unless the Parties mutually negotiate a successor agreement regarding the Charter School's continued use of the Subject Property for its educational program. If the Charter School desires to have facilities provided by the District for the 2024-25 academic year, the Charter School must submit a facilities request pursuant to Proposition 39 no later than November 1, 2023, or the then-applicable submission deadline. Upon termination of this Agreement, the District shall recoup the full rights and benefits of its ownership of the Subject Property, including, but not limited to, use of such Subject Property for District programs and services.

B. **Civic Center Act.** Although Charter School shall have use of the Subject Property, Charter School agrees to comply with the provisions of the Civic Center Act (Education Code section 38130 et seq.) in making use of the facilities that are subject to the Civic Center Act accessible to members of the community outside of Community Roots' normal school hours and during weekends and school breaks, provided that such use does not interfere with the regular conduct of schoolwork. For purposes of Civic Center Act compliance only, with respect to the Subject Property only, the Charter School governing board shall hold the same powers and obligations applicable to a School District Board of Trustees under Education Code sections 38130-38139 and shall also follow District Board Policy and Administrative Regulations in making the facilities accessible to members of the community, provided that the Charter School governing board's authority may be delegated to Community Roots' school leadership. The District shall forward all Civic Center Act requests it receives for use of the Subject Property to the Charter School, and Charter School shall provide the District copies of all

requests, invoices and other correspondence between the Charter School and any third parties requesting use of the Subject Property. Charter School shall provide the District with notice of all Civic Center Act applicants and the District shall have final approval over Civic Center Act uses. Charter School may not charge third-party users fees in excess of those allowed under the Civic Center Act. All proceeds derived from the use, pursuant to the Civic Center Act, of the portion of the Subject Property exclusively occupied by Charter School shall be the property of the Charter School.

C. Furniture, Equipment, Library Books. Most furnishings and equipment secured to the wall or floor will remain available during the term of the Agreement at the Subject Property, as well as all technology infrastructure such as wiring, switches, routers, cables and telephones. Additionally, the playground equipment, whiteboards, shelves, lunch tables, student desks, chairs and teachers' desks will remain or will be replaced with equivalent items in an amount consistent with the District's standard K-8 school site allotment. Books in the Library will remain, with the exception of library books that were donated to the Subject Property. The District will not provide computers to the Charter School. The District will retain ownership of all furniture and equipment provided to Charter School and will expect all furniture and equipment to be returned to the District at the end of Charter School's occupation in the same condition as received, reasonable wear and tear excepted. Furniture and equipment will be replaced by the District in accordance with District schedules and practices. Charter School shall not sell or otherwise dispose of any District-owned furniture, equipment or library books for any reason. The District has no obligation to provide furniture and equipment for the single portable classroom that Charter School plans to install for the 2019-20 school year, and shall have no interest in or claim to any furniture or equipment provided by Charter School.

D. Crown Valley Elementary School References. Under no circumstances may the Charter School or any of its board members, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns obscure, remove, paint over, permanently conceal or otherwise alter any sign, decal, mural, mascot or other reference to "Crown Valley Elementary School" on the Subject Property ("Crown Valley Reference") in any way, with the exception of the marquee in front of the Subject Property which may be changed to "Community Roots Academy". Charter School must specifically communicate this to its on-site staff. In the event that any Crown Valley Reference is damaged or obscured in any way by Charter School or its agents, students, or employees during the Charter School's use of the Subject Property, Charter School shall be responsible for all costs associated with the full restoration of the Crown Valley Reference. Charter School may install interior directional and building identification signage reasonably necessary for school operations.

E. Signs, Plaques and Murals. Under no circumstances may the Charter School or any of its board members, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns obscure, remove, paint over, permanently conceal or otherwise alter any other sign, tile, mural, or plaque currently affixed to walls or buildings in the Subject Property, including but not limited to those depicting dedications and/or naming of rooms or buildings. Further, other than signage already installed by Charter School in prior years, Charter School shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, mural or other external decorations on the improvements that are

a part of the Subject Property without the District's prior written consent, which shall not be unreasonably withheld. Subject to the District's approval as described herein, and subject to any other applicable laws or regulations, the Charter School may install signage customarily used by other schools in the District at the Subject Property. The Charter School shall seek approval from the District of all signage, including location and size, but the District shall not unreasonably deny approval of signage that complies with District custom and practice. The District hereby approves the placement of temporary fabric or paper banners identifying or advertising school-related activities and events, as customarily used by other public schools. "Temporary" means a period of 30 days or less, of a size and weight that poses no safety hazard (and not subject to DSA approval), erected or affixed in a safe, non-structural manner.

F. Shared Use of Subject Property. Unless otherwise agreed by Charter School and Orange County Academy of Sciences and Arts ("OCASA") and/or any other charter school or District program co-located on the Subject Property, Charter School shall maintain shared use of the library, kitchen, multi-purpose room and staff lounge identified as shared use space in Exhibit "A" to this Agreement and all outdoor spaces on the campus whether identified in Exhibit "A" or not, including the upper grade playground, lower field, lower playground, lunch tables and shaded outdoor eating areas on the upper and lower portions of the campus, parking lot, baseball diamonds and hardcourts ("Shared Use Facilities") during the Applicable Years.

Charter School shall coordinate access to and shared use of the Shared Use Facilities with OCASA for the 2019-20 school year, and with OCASA and/or any other charter school or District program co-located on the Subject Property for the remainder of the term of the Agreement. Charter School's percentage of use of the Shared Use Facilities shall be 70.3% as determined based upon its proportion of projected enrollment vs. the projected enrollment of OCASA, or any other co-located charter school or District program, for the 2019-20 school year, unless otherwise agreed upon by the co-located schools/District programs ("Shared Use Percentage"). The Charter School's Shared Use Percentage is subject to modification before the start of every school year to accommodate any change in use of the Shared Use Facilities or in enrollment at Charter School, OCASA and/or any other charter school or District program co-located at the Subject Property. The District shall have the right to adjust the Pro Rata Share Charge ("Use Fee") to accommodate any change in use of the Shared Use Facilities and Shared Use Percentage or in enrollment at Charter School, OCASA and/or any other charter school or District program co-located at the Subject Property.

Charter School's Shared Use Percentage shall not decrease below the initial 70.3% Shared Use Percentage unless Charter School's in-district ADA decreases by more than 10% or 25 in-district ADA, whichever is greater, from the prior school year, as reported in Charter School's annual projection pursuant to Section 4 of this Agreement. Similarly, the District shall have no obligation to increase Charter School's Shared Use Percentage unless an increase in Charter School's in-district ADA is accompanied by a decrease in OCASA's annual projection of more than 10% or 25 in-district ADA.

Every year for the term of the Agreement, before the start of their respective school years and after the District has made a determination as to the Shared Use Percentages for the respective occupants of the Subject Property, Charter School shall work with OCASA and/or any

other co-located charter school or District program to determine the sharing arrangements for the Shared Use Facilities existing at the Subject Property for that school year. In the event of any dispute, Charter School and OCASA shall have access to and use of the Shared Use Facilities in accordance with their respective Shared Use Percentages established for the previous school year until a resolution is reached. Charter School shall cooperate with OCASA and/or any other co-located charter school or District program to coordinate the scheduling of events and activities that each intends to hold at the Subject Property to avoid scheduling conflicts or having multiple events or activities occur at the same time. Before the start of every school year for the term of this Agreement, Charter School shall provide the District and OCASA and/or any other charter school or District program co-located on the Subject Property with copies of its calendar for the upcoming school year.

G. Use of Baseball Diamonds. Charter School shall be entitled to use the baseball diamonds during regular school hours, in accordance with the schedule set forth in Exhibit "A". Charter School understands that the District does not supervise the baseball diamonds and will not do so during the term of this Agreement. Charter School will be solely responsible for ensuring that its students are properly supervised at all times while they are walking to and from and utilizing the baseball diamonds.

H. Charter School's Installation of Additional Portable Classroom(s). Charter School shall be entitled to install an additional portable classroom at the Subject Property for the 2019-20 school year, subject to approval by the Division of State Architect ("DSA"). If DSA approves the addition of the portable, its location will be determined in consultation with DSA and the District. Charter School shall be responsible for all costs associated with installation and maintenance of the portable classroom. Charter School will provide its own furniture and equipment for the portable classroom. Charter School will be responsible for removing the portable classroom, and all associated costs, at the conclusion of its occupancy of the Subject Property. The District will not charge Charter School a pro rata share for this portable classroom.

For subsequent school years, Charter School shall be entitled to replace the existing Kindergarten portable classrooms on the Subject Property and to install two (2) additional portable classrooms at the Subject Property to accommodate Charter School's projected enrollment increases, also subject to approval by DSA and in consultation with the District. CRA will be responsible for all costs associated with installation and maintenance of the replacement Kindergarten portables and the additional portable classrooms. Because the District has furnished and equipped the existing Kindergarten portables, the District will also provide furniture and equipment for the replacement Kindergarten portables that is reasonably equivalent to what is provided at District-operated schools. Charter School will provide its own furniture and equipment for the two (2) additional portable classrooms. The replacement Kindergarten portables will remain at the Subject Property and shall become District property at the conclusion of Charter School's occupancy, unless Charter School secures them through a lease. If Charter School leases the portables, Charter School will be responsible for removing them, and all associated costs, at the conclusion of its occupancy of the Subject Property. The District will not charge Charter School a pro rata share for the replacement Kindergarten portable classrooms if they are installed. Charter School will be responsible for removing the two (2) additional

portable classrooms, and all associated costs, at the conclusion of its occupancy of the Subject Property.

This Agreement shall be amended as necessary to accommodate the installation of the portable classrooms.

2. **Fees.** Each year for the term of the Agreement, Charter School shall pay to the District a "Use Fee" in the amount of \$195,817.44, in eleven equal monthly installments, for its exclusive and shared use space on the Subject Property. However, if Charter School obtains DSA approval and installs the replacement Kindergarten portable classrooms discussed in Section 1H above, the Use Fee shall be adjusted to remove charges for those portables.

All charges and payments due and owing from the Charter School to the District shall be invoiced by the District to the Charter School, and shall become due thirty (30) calendar days thereafter. Late payments shall be subject to interest at the rate of ten percent (10%) per annum. The methodology for calculating the Use Fee is attached as Exhibit "B." The Use Fee is subject to change based upon any increase or decrease in the Shared Use Percentage and/or the number of classrooms or other exclusive use space provided to Charter School as set forth in this Agreement. The Agreement shall be amended as necessary to accommodate any change in the Use Fee.

3. **Term.** The term of this Agreement shall commence on the Commencement Date and terminate on June 30, 2024 ("Term"). The Term may be modified as discussed elsewhere in this Agreement. Notwithstanding anything to the contrary set forth herein, this Agreement shall automatically terminate if Charter School loses its charter or the school ceases to exist or is no longer operated by Charter School.

4. **Annual Projection of In-District Students.** It is the intent of the Parties to achieve some stability in the allocation of public school space to Charter School. Nevertheless, the Parties must observe and comply with all requirements set forth in Proposition 39. Consequently, on or before November 1st of each year during the term of this Agreement, Charter School shall provide the District with a reasonable projection of Charter School's in-District classroom average daily attendance ("ADA") for the following year, for the purpose of demonstrating that Charter School reasonably projects a sufficient number of in-District students to justify its continued occupation of the number of classrooms it has been allocated pursuant to its Alternative Agreement with the District and this Agreement. It shall be sufficient for this purpose for Charter School to submit to the District a copy of its spreadsheet tracking the number of intent to enroll forms collected through Charter School's website, together with charts in the form set forth on page 2 and the top of page 3 in Exhibit "E" to this Agreement. The spreadsheet shall include, at a minimum, student and parent names and addresses, parent phone numbers, students' dates of birth, grade levels and District school the student would otherwise attend. If Charter School projects a decrease in its in-District classroom ADA, the District may, in its sole discretion, decrease the number of classrooms allocated to Charter School for the following school year. If Charter School projects an increase in its in-District classroom ADA, the District may, but shall be under no obligation to, provide Charter School with additional classroom space sufficient to accommodate that increase for the following school year. If the District adjusts the

classroom allocation, the Use Fee shall be adjusted accordingly, and this Agreement shall be amended to accommodate those changes. If Charter School fails to provide a projection of its in-District classroom ADA in any given year, the District shall provide notice and allow 15 days from the date of that notice for Charter School to provide its projection. Should Charter School fail to provide this projection after notice given as provided herein, this Agreement shall terminate at the end of the then current instructional year.

Pursuant to Education Code section 47614, subdivision (b)(2) and California Code of Regulations, title 5, section 11969.8, Charter School remains subject to potential reimbursement obligations for overallocated space for the entire Term of this Agreement. For purposes of determining whether space is considered to be overallocated in accordance with California Code of Regulations, title 5, section 11969.8, Charter School's projected in-District classroom ADA on which the facility allocation for the 2019-20 school year is based will be 720.1. For the 2020-21, 2021-22, 2022-23 and 2023-24 school years, the projected in-District classroom ADA on which the facility allocations will be based will be based on the projections made by the Charter School for that year in accordance with this section.

5. **Cooperation in Mitigation of Any Traffic Impacts on Neighborhood.** Charter School agrees to reasonably cooperate with the District, the City of Laguna Niguel, and the neighborhood surrounding the Subject Property to address concerns that may arise concerning the impact on traffic near the Subject Property, during student drop-off and pick-up times during the school day, brought about by operations of the Charter School. The District agrees to promptly forward any complaints or concerns which may be received regarding traffic to Charter School to allow Charter School an opportunity to respond. Charter School will monitor traffic conditions surrounding the Subject Property and will be proactive in taking steps to maximize safety and minimize congestion affecting the school community. The District shall require any charter schools or other programs co-located on the Subject Property to cooperate to the same degree as Charter School to address these concerns, and to monitor and mitigate traffic impacts caused by their use. The parties agree that uses contemplated under this Agreement will remain within the designed capacity of the Subject Property and that no additional review is required under the California Environmental Quality Act ("CEQA").

6. **Utilities.** Charter School will be responsible only for utilities costs equal to the percentage of the square footage it occupies on the Subject Property. Charter School will also be responsible for the cost of trash service. The District will invoice Charter School for such costs and payment shall be due within thirty (30) days of Charter School's receipt of an invoice. Charter School shall obtain its own internet service provider, internet and cable provider and shall assume sole responsibility for all costs, upkeep and maintenance of all Charter School telephone systems, data lines, and related equipment, software and hardware, with the exception of that which, if any, is provided by the District under Section 1C above.

7. **Maintenance.** Facilities provided to the Charter School shall remain the property of the District, except for the portable classroom installed by Charter School during the 2019-20 school year pursuant to the first paragraph of Section 1H above and the two additional portables referenced in the second paragraph of Section 1H. As detailed in the second paragraph of Section 1H, any replacement Kindergarten portable classrooms shall become the property of the District

upon Charter School's departure from the Subject Property, unless Charter School secured them through a lease.

The ongoing operations and maintenance of the facilities, except as noted in Section 1H, as well as major maintenance and any items that would previously have been considered deferred maintenance under Education Code section 17582, shall be the responsibility of the District. This includes HVAC, mobile maintenance, electrical, plumbing, roofing, exterior and interior painting, and floor systems.

In the event that the Charter School requires the District to perform maintenance and repairs, as allowed for above, Charter School must submit such request via appropriate District work order processes. Currently, and until further written notice, the Charter School must submit such requests on a form developed by the District via mail, email, or personal delivery, to the Maintenance & Operations Work Order Clerk. The District reserves the right to implement a different process for submission of maintenance/repair requests. The District may need to access the Subject Property during normal District hours of operation, which may coincide with Charter School's hours of operation, in order to perform maintenance and repairs. District staff shall be allowed to access the Subject Property during Charter School's hours of operation to perform maintenance, as needed, and any repairs requested by Charter School. The District will consult with Charter School in scheduling such repair work in order to minimize the disruption to Charter School's operation.

For an emergency request for service, Charter School should call (949) 493-2748 after hours. Emergency request is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to District property.

Notwithstanding the District's maintenance obligations, Charter School shall be responsible for and shall pay for any repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the negligence or misuse of the Subject Property by Charter School.

The Charter School shall be responsible for custodial services and any equipment or technology purchased by the Charter School. Charter School shall perform custodial services in a manner equivalent to those performed at other District school sites. Should the Charter School neglect or fail to perform custodial services consistent with current District practice, the District reserves the right to charge the Charter School the reasonable cost for such maintenance if Charter School fails to cure such failure within fifteen (15) days' written notice from the District. The District shall be responsible for the maintenance of the landscaping of the Subject Property. Charter School shall not maintain, remove or otherwise alter any trees at the Subject Property in any manner, unless Charter School receives written permission from the District.

8. **Installation of Improvements or Alterations by Charter School.** Except as provided in Section 1H above, Charter School shall not construct or install any improvements (as defined in Civil Code section 660) on the Subject Property or otherwise alter the Subject

Property without the prior written consent of the District, and if required, DSA. Any request to construct or install an improvement must be initiated by the submission of a "Site Improvement Request" form, a copy of which is attached as Exhibit "C." The District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at the District's discretion, and the District's approval shall not be unreasonably withheld.

Unless otherwise specified in this Agreement, in each case where prior written consent of the District is required pursuant to this Agreement, such consent shall be obtained exclusively from the District's Superintendent or designated representative and consent obtained from any other source shall be invalid. Contractors retained by Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all applicable laws including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. The District or the District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students. Charter School shall indemnify, defend and hold harmless the District, its directors, officers and employees from any loss, damage, claim, cause of action, cost, expense or liability arising out of or caused by any violation by the Charter School or its directors, officers, employees or contractors of any applicable federal, state or local statute, ordinance, order, governmental requirement, law or regulation that applies to any work, including, without limitation, any labor laws and/or regulations requiring that persons performing work on any improvements be paid prevailing wage.

Charter School shall deliver to the District, promptly after Charter School's receipt thereof, originals or, if originals are not available, copies of any and all of the following instruments and documents pertaining to any testing, construction, repair or replacement of improvements on the Subject Property: (a) plans and specifications for the subject improvements, (b) test results, physical condition and environmental reports and assessments, inspections, and other due diligence materials related to the subject improvements, (c) permits, licenses, certificates of occupancy, and any and all other governmental approvals issued in connection with the subject improvements, (d) agreements and contracts with architects, engineers and other design professionals executed with respect to the design of the subject improvements, (e) construction contracts and other agreements with consultants, construction managers, general and other contractors, and equipment suppliers pertaining to the construction, repair or replacement, as the case may be, of the subject improvements and (f) all guaranties and warranties pertaining to the construction, repair or replacement, as the case may be, of the subject improvements. Charter School will not permit any liens or claims to stand against the Subject Property for labor or materials furnished in connection with any work performed by Charter School. Upon reasonable and timely notice of any such lien or claim delivered to Charter School by the District, Charter School may bond and contest the validity and the amount of such lien, but Charter School will immediately pay any judgment rendered, will pay all proper costs and charges, and will have the lien or claim released at its sole expense. Additionally, Charter

School may not use or operate the improvements until the project is closed-out and certified by DSA, if applicable, and/or final approval is received from any applicable agency. Charter School shall provide evidence of closeout and certification or approval, in a form reasonably acceptable to the District.

9. **Provision of Facilities.** The facilities to be provided by the District to the Charter School for the Applicable Years are also subject to the following:

A. **Exclusive Use.** Charter School shall have exclusive use of the buildings, offices and classrooms for teaching space for the Applicable Years, as specified/highlighted and limited in this Agreement. The District will provide the furniture, equipment and library books described in Sections 1C and 1H, above. Any additional furniture, equipment or books required for discretionary use shall be at the sole cost and responsibility of the Charter School.

B. **Third-Party Use.** Charter School agrees that it will not engage in any conduct which has the purpose or effect of disrupting or undermining the operation of District-approved third-party programs on the Subject Property. Additionally, Charter School acknowledges and agrees that joint use of the Subject Property between the District and the City will continue during the course of this Agreement, as specified in the agreement for joint use between the District and the City that is attached hereto as Exhibit "D." The District agrees to allow the Charter School to have a before/after school program and enrichment classes operated by the Charter School or a third-party in Charter School's exclusive use space provided the Charter School or third-party provides documentation to the District that the provider has secured insurance coverage naming the District as an additional insured and written acknowledgement that the provider will comply with all applicable fingerprinting and background clearance requirements as well as the District's practices regarding the operations and maintenance of the Subject Property and District furnishings and equipment.

10. **Security.** The Charter School shall ensure that the facilities on the Subject Property are adequately locked and secured through security devices, including, but not limited to, locks and gates following use by the Charter School. The Charter School shall not be responsible for locking or securing spaces exclusively occupied by OCASA or any other charter school or program co-located at the Subject Property. No locks or keys shall be changed without first obtaining approval from the District's Chief Facilities Officer. Within five (5) working days after new alarm codes, locks or keys have been changed or added, the Charter School shall provide new alarm codes, locks or keys to the Chief Facilities Officer.

11. **Condition of Subject Property.** The District is not aware of any defect in or condition of the Subject Property that would prevent its use for Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Subject Property that calls into question the appropriateness or sufficiency of the Subject Property for its intended purpose. The District, at its expense, shall remain responsible for compliance with all applicable laws regarding the Subject Property during the Term of this Agreement. Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Subject Property, including, without limitation, those relating to health,

safety, noise, environmental protection, zoning compliance and approvals, waste disposal, and water and air quality. Charter School shall not be responsible for any and all environmental conditions that existed prior to Charter School's occupancy of the Subject Property, so long as such environmental conditions are not exacerbated by Charter School's negligence or willful misconduct. The District shall remain responsible for compliance with the Americans with Disabilities Act, Fair Employment and Housing Act ("FEHA"), and other applicable building code standards for any existing compliance issue prior to the date of execution of this Agreement and any compliance issue not triggered by any modifications or improvements made by Charter School. Charter School shall only assume responsibility for compliance with Americans with Disabilities Act and FEHA access rights to the extent of any modifications or improvement made by Charter School. Should any modifications or improvements made by Charter School change or affect the character of any existing improvements, Charter School shall be responsible for bringing said existing improvements into compliance with Americans with Disabilities Act, FEHA, and other applicable building code standards. Charter School shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Subject Property due to Charter School's use and occupancy thereof, Charter School, at its expense, shall be obligated to clean all of the property affected, including, if applicable, any properties in the vicinity of the Subject Property, to the satisfaction of the District and any governmental agencies having jurisdiction over the Subject Property or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If Charter School fails to take steps to clean the property(ies) or otherwise fails to comply with any requirements regarding the clean-up, remediation, removal, response, abatement or amelioration of any discharge, leakage, spillage, emission, or pollution of any type due to Charter School's use and occupancy of the Subject Property, or fails to pay any related legal, investigative, and monitoring costs, penalties, fines and disbursements, the District reserves the right to take over the required action and to take all necessary steps to recoup any and all costs associated therewith from Charter School.

12. **Title to Subject Property.** The Parties acknowledge that title to the Subject Property is held by the District and shall remain in the District's name at all times.

13. **Insurance.** The District will maintain its current levels of insurance on the structures on the Subject Property. Parties agree that self-insurance through a Joint Powers Authority shall satisfy the District's obligations under this section. The District shall not be responsible for insuring any of Charter School's personal property or persons (including without limitation students or members of staff). Charter School shall procure and maintain, for the duration of this Agreement, insurance coverage, with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company. Charter School may use a self-insurance and/or joint powers authority mechanism to meet the described insurance requirements.

Each policy required above shall be endorsed to establish that coverage is primary and that any insurance or self-insurance held by the District, its officials, employees and agents shall

be excess and shall not contribute to it. Charter School shall provide the District with thirty (30) days prior written notice of cancellation of any insurance policy required above.

The District's insurance shall be primary for claims for damage to the Subject Property's physical structures caused by the actions of the District or third parties to this Agreement, except to the extent that the third party's actions arose as a result of the negligence, intentional disregard or malfeasance of Charter School.

The District may, at its reasonable discretion, require additional coverage or additional limits. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the Superintendent or his or her designee.

The coverage and limits required hereunder shall not in any way limit the liability of Charter School nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the Charter School's risks hereunder.

No later than five (5) business days after execution of the Agreement, Charter School will provide the District with a certificate(s) of insurance verifying such insurance and the terms described herein.

14. **Indemnification.** With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the District, Charter School shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Subject Property after the Effective Date, arising from, or in connection with, the Charter School's use of the Subject Property or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Charter School in or about the Subject Property. Charter School's obligation to defend the District and the other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

With exception of any liability, claims or damages caused by the negligence or willful misconduct of Charter School, the District shall indemnify, hold harmless, and defend Charter School, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against Charter School, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Subject Property after the Effective Date, arising from, or in connection with, the District's use of the

Subject Property or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the District in or about the Subject Property. The District's obligation to defend the Charter School and the other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

15. Damage and Destruction of Facilities.

A. Partial Damage. If the Subject Property is damaged by any casualty which is covered by applicable insurance, and the Charter School still has access to at least sixty percent (60%) of the usable classroom space, then the Subject Property shall be restored provided insurance proceeds are available to pay for the cost of restoration, and provided such restoration can be completed within one hundred twenty (120) days after the commencement of the work in the opinion of a registered architect or engineer approved by the District. In such event, this Agreement shall continue in full force and effect, except that Charter School shall be entitled to proportionate reduction of all fees and payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with Charter School's use of the Subject Property. The District shall provide the Charter School reasonably equivalent temporary housing on the Subject Property, or another school site that is near to the Subject Property for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same.

B. Total Destruction. If the Subject Property is totally destroyed (defined as the destruction of more than forty percent (40%) of the usable classroom space), or the Subject Property cannot be restored as required herein, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. The District will provide Charter School with a reasonably equivalent school facility or facilities, if necessary, sufficient to accommodate Charter School's enrollment for the remainder of the current school year or for as long as necessary, as appropriate, as soon as possible after the effective date of the damage to avoid any interruption in Charter School's educational program.

C. Any damage or destruction of the Subject Property regardless of its cause or insurance coverage shall not relieve the District of its obligation to provide Charter School with reasonably equivalent facilities.

16. Access. Charter School shall permit the District, its agents, representatives or employees, to enter upon the Subject Property for the purpose of inspecting the same or to make repairs, alterations, or additions to any portion of the Subject Property. The District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants. The District shall not unreasonably interfere with Charter School's educational program during its inspection of or repairs, alterations, or additions to any portion of the Subject Property.

17. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the District:

Capistrano Unified School District
Attention: Heidi Crowley
33122 Valle Road
San Juan Capistrano, CA 92675
Phone: (949) 234-9220
E-mail: HACROWLEY@capousd.org

If to the Charter School:

Attention: Executive Directors of Education and Operations
Community Roots Academy
29292 Crown Valley Parkway
Laguna Niguel, CA 92677
Phone: (949) 831-4272

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

18. **CEQA.** Charter School acknowledges that CEQA may require the District to undertake certain studies and/or seek certain exemptions with regard to any projects described herein. Charter School acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. Charter School waives any claims against the District regarding delays, modifications or abandonment of a project or use due to any inability to meet CEQA requirements. However, neither party is currently aware of any such obligations arising out of the performance of the Parties' obligations under this Agreement, as it contemplates continuation of an existing use of the Subject Property and the installation of portables fits within the Class 14 categorical exemption from CEQA.

19. **Subcontract and Assignment.** Charter School may not assign or sublet this Agreement or any rights, benefits, liabilities and obligations hereunder, to any person or business entity without the District's express written consent, which consent shall be granted at the District's sole and absolute discretion and, if granted, may be conditioned or delayed.

20. **Termination.** The District may terminate this Agreement upon Charter School's commission of a default or material breach of the Agreement, which may include, but is not limited to, the occurrence of any one or more of the following:

A. The failure by Charter School to make timely payment of any fees due under this Agreement where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by the District to Charter School.

B. The failure by Charter School to observe or perform any of the covenants, conditions or material provisions of this Agreement to be observed or performed by Charter School where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by the District to Charter School (hereinafter "Notice of Failure"). Charter School shall not be deemed to be in default if Charter School shall within such thirty (30) day period commence such cure and thereafter diligently prosecute the same to completion within one hundred and twenty (120) days from the date of the Notice of Failure, unless a longer period is agreed to in writing by the Parties.

C. The termination, revocation or non-renewal of Charter School's charter by Charter School's authorizer or cessation of Charter School's operations for any reason; however, if Charter School appeals any such termination, revocation or non-renewal, this Agreement shall not terminate before either Charter School has completed the appeals process and has not prevailed, or the end of the Term, whichever occurs first.

D. The failure by Charter School to utilize the Site or Facilities for the purpose of operating a charter school, and associated uses including, but not limited to, Charter School Board meetings, parent meetings, professional development and training courses, after-school programs and enrichment classes as authorized by this Agreement and Charter School's charter and any memorandum of understanding where such failure shall continue for a period of fifteen (15) days after receipt of written notice thereof by the District to Charter School.

E. The failure of Charter School to limit its use of the Subject Property to the space allocated to Charter School pursuant to this Agreement and in conformity with the District's practices regarding the operations and maintenance of District facilities and furnishings and equipment where such failure shall continue for a period of fifteen (15) days after receipt of written notice thereof by the District to Charter School.

F. The failure of Charter School to provide the District with a reasonable projection of Charter School's in-District classroom ADA for the following school year within 15 days of the date of notification from the District, as detailed in Section D above.

If the District terminates this Agreement for any of the reasons identified in Section 20A, B, D, E or F of this Agreement, or for any other default or material breach of this Agreement, in sufficient time to enable Charter School to submit a Proposition 39 facilities request by the submission deadline set forth in California Code of Regulations, title 5, section 11969.9, subdivision (b), Charter School shall submit a written facilities request to the District on or before that deadline if it wishes to obtain facilities from the District for the following school year. The District and Charter School shall then adhere to the timeline set forth in Section 11969.9.

If, however, the District terminates this Agreement at a time that does not enable Charter School to submit a written facilities request in accordance with the deadline set forth in Section 11969.9, subdivision (b), Charter School must submit a written facilities request no later than 30 days after receiving notice of the District's intent to terminate the Agreement if it wishes to obtain facilities from the District for the following school year. The District and Charter School will then work together to establish a reasonable schedule for the District to provide any objections to Charter School's attendance projections, for Charter School to respond to any objections, for the District to issue a preliminary proposal of space, for the Charter School to respond to the preliminary proposal, for the District to provide a final notification of space and for the Charter School to respond to the final notification of space to ensure that Charter School is provided with facilities for that school year. Any agreement for facilities shall then be made pursuant to California Code of Regulations, title 5, section 11969.1, subdivision (b).

21. **District's Right to Relocate the Charter School Upon Written Notification.** In addition to the District's rights to terminate the Agreement pursuant to Sections 3, 4, 15B and 20 above, the District shall also have the right to relocate the Charter School to another District school site upon providing sixty (60) days' written notice to Charter School in accordance with Section 17 above. Good cause may include, but shall not be limited to, a determination that some or all of the space occupied by Charter School is necessary (1) to accommodate a District program; (2) to accommodate an increase in District enrollment; (3) to house another charter school that was recently authorized and is applying to the District for facilities for the first time; (4) to locate an existing charter school that has experienced growth; (5) to accommodate another non-District program; or (6) due to the expected initiation of construction or modernization of the facilities at the Subject Property or at other District properties. The new facility will provide the Charter School with the same number of classrooms and specialized teaching stations as is provided at the Subject Property, including the number of portable classrooms installed by Charter School. The Parties will enter into a successor Charter Facilities Agreement that reflects the new facility, but with all other terms remaining the same. The District will make every effort to allow Charter School to remain at the Subject Property through the conclusion of the then current school year. The District is sensitive to the potential for hardship to Charter School and its students that may result from a relocation. Accordingly, in the event a relocation is necessary, the District will make every effort to relocate Charter School to a District school site as close to the Subject Property as possible.

If the District relocates Charter School during the school year, the District will be responsible for all costs associated with moving the Charter School to the new site. If, however, the relocation occurs at the conclusion of a school year and before the start of the next school year, Charter School shall be responsible for all costs associated with moving to the new site.

22. **Full and Complete Satisfaction of Proposition 39 Obligations.** Charter School agrees that the provision of the Subject Property pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities, including furniture and equipment, to Charter School pursuant to Education Code section 47614 and the Proposition 39 Implementing Regulations (Cal. Code Regs., tit. 5, § 11969.1 et seq.) for the Applicable Years. Charter School waives and forever releases the District from any claim that Charter School, or any successor entity, may have against the District regarding any allegation that the District has

taken action to impede the Charter School from expanding its enrollment to meet pupil demand for the Applicable Years. Further, Charter School waives any rights it may have to object to the District's perceived failure to offer facilities, including furniture and equipment, or to otherwise comply with the substantive or procedural requirements of Proposition 39 and its Implementing Regulations for the Applicable Years.

23. **Independent Status.** This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

24. **Entire Agreement of Parties.** This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the Parties.

25. **Legal Interpretation.** This Agreement 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 this Agreement shall be maintained in Orange County, California. The Parties expressly understand and agree that this Agreement 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 Party to be performed or fulfilled, the Parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings.

26. **Waiver.** The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

27. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

28. **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.

29. **Severability.** Should any provision of this Agreement be 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.

30. **Incorporation of Exhibits.** Each exhibit attached hereto is incorporated herein by reference.

31. **Scanned/Electronic Signatures.** This Agreement may be executed and transmitted to any other party by PDF, which PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

CAPISTRANO UNIFIED SCHOOL DISTRICT

Dated: _____, 2019

By: _____

Its: Deputy Superintendent, Business and Support Services

Community Roots Academy

Dated: 06-17, 2019

By: _____

Its: _____



Executive Director of Operations

Exhibit A

SHARED USE AGREEMENT

CONTACT INFORMATION

COMMUNITY ROOTS ACADEMY ("CRA")

On-Site Principal or Lead Administrator

Name: Jeremy Cavallaro & Eve Fein

E-mail: jcavallaro@communityrootsacademy.org

Office Phone: 949-831-4272

Cell Phone: 949-683-5782

On-Site Assistant Principal or Administrator Next in Charge

Name: Jeremy Cavallaro & Eve Fein

E-mail: efein@communityrootsacademy.org

Office Phone: 949-831-4272

Cell Phone: 949-683-5782

On-Site Contact for Health Emergencies

Name: Mariela Rosas

E-mail: mrosas@communityrootsacademy.org

Office Phone: 949-831-4272

Cell Phone: 714-822-7555

First Day of Instruction: August 26, 2019

Last Day of Instruction: June 10, 2020

ORANGE COUNTY ACADEMY OF SCIENCES AND ARTS ("OCASA")

On-Site Principal or Lead Administrator

Name: _____

E-mail: _____

Office Phone: _____

Cell Phone: _____

On-Site Assistant Principal or Administrator Next in Charge

Name: _____

E-mail: _____

Office Phone: _____

Cell Phone: _____

On-Site Contact for Health Emergencies

Name: _____

E-mail: _____

Office Phone: _____

Cell Phone: _____

First Day of Instruction: _____

Last Day of Instruction: _____

Exhibit A
SHARED USE AGREEMENT

SCHOOL HOURS

CRA

Before-school program hours: 6:30 am

Start of School: 8:15 am

End of School: 3:00 pm

After-school program hours: 6:00 pm

OCASA

Before-school program hours: _____

Start of School: _____

End of School: _____

After-school program hours: _____

HOLIDAY/BREAK SCHEDULE – Please attach 2019-20 Calendars

CRA: attached

OCASA: _____

ACCESS

CRA will instruct its employees and students to utilize the following gate for entry and exit to the campus: Main entrance

CRA will instruct its visitors to utilize:

(X) The gate identified for entry and exit to the campus. CRA will be responsible for monitoring the gate to control access.

() The front gate to the campus used by OCASA and CRA will comply with OCASA's visitor policy. CRA shall have one of its employees escort the visitor to and from its area.

Exhibit A
SHARED USE AGREEMENT

EXCLUSIVE SPACE

CRA will occupy the following areas exclusively: Rooms highlighted in purple and portables P8 and P9 on the map provided by Charter School, which is enclosed as part of Exhibit "A."

SHARED SPACE

CRA use of shared space is agreed upon as follows:

Area	Max. Daily Allocation to CRA for 2019-20*	Daily/Weekly CRA Schedule
Multi-Purpose Room	70.3%	
Faculty Lounge/Dining	70.3%	
Nurse's Office	70.3%	
Custodial Closets	70.3%	
Faculty Restrooms	70.3%	
Student Restrooms	70.3%	
Room E-1 Office	70.3%	
Library	70.3%	
Kitchen	70.3%	
Upper Grade Playground	70.3%	
Primary Grade Playground	70.3%	
Lower Field, including Blacktop and Playground Areas	70.3%	
Playground Areas Wrapping Around Back Side of Classroom Buildings	70.3%	

Lunch Tables and Shaded Outdoor Eating Area on the Upper and Lower Areas of Campus	70.3%	
Parking	70.3%	
Baseball Diamonds and Hardcourts	70.3%	

Shared use space that is identified on the map provided by Charter School is highlighted in orange and enclosed as part of Exhibit "A". Other shared use space, such as outdoor and playground space, parking, baseball diamonds and hardcourts, some restrooms and custodial space, does not appear on the map and is therefore not highlighted, but is included as shared use space nonetheless.

*The Proposition 39 Implementing Regulations require shared space to be shared proportionately. The percentage for CRA's use is calculated based upon CRA's proportion of total projected in-District ADA vs. the projected in-District ADA of OCASA for the 2019-20 school year, unless otherwise agreed by the two charter schools. CRA's proportionate share may adjust during subsequent school years as provided in Section 1F of the Agreement.

EXHIBIT A
SHARED USE AGREEMENT

Calendars for the Shared Use Areas shall be available to both schools and located at:

CRA OFFICE

CRA's Principal and/or his/her designee shall meet with the OCASA Principal and/or his/her designee every month at CA to discuss upcoming events and /or any other issues that may arise.

Executed at CRA on the 17 of June, 2019



Authorized CRA Representative

Authorized OCASA Representative

EXHIBIT A

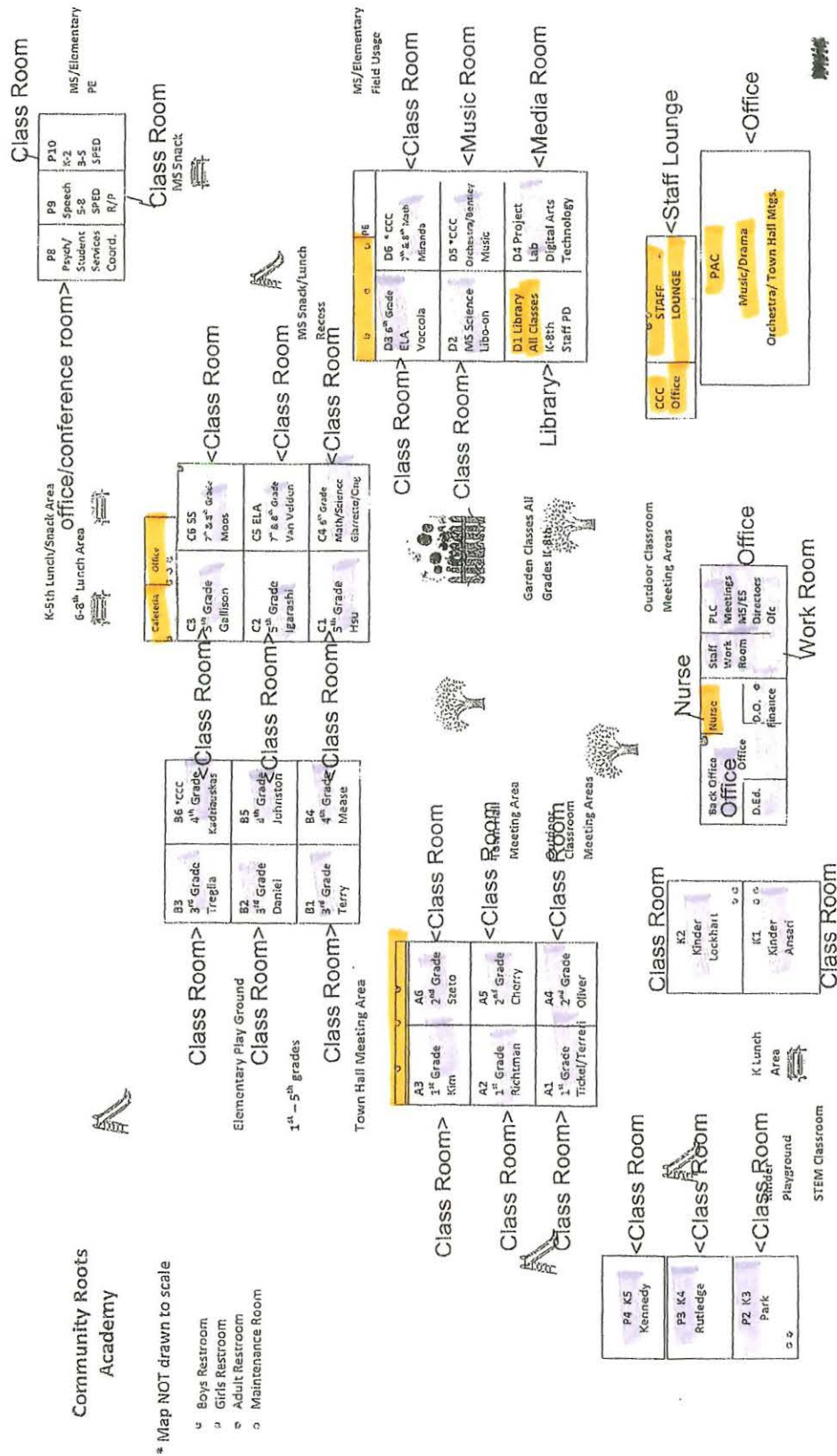


Exhibit B
2019-20 School Year Facilities Costs
Pro Rata Share Calculations

CUSD Campus: Crown Valley Elementary School

Charter School: CRA

M = CRA Projected Enrollment 720.1
N = OCASA Projected Enrollment 304.23

% of Shared Use Space = $\frac{\text{CRA Projected ADA (M)}}{\text{Total CRA and OCASA Projected ADA (M+N)}}$

% = 70.3

Exclusive Use Space Square Footage

CRA Teaching Station Square Footage, including Special Education Rooms = 26,429
CRA Office Space Square Footage = 1,280
CRA Computer Lab Square Footage = 1,440
CRA Teacher Work Room = 460

Total CRA Exclusive Use Square Footage at Crown Valley Elementary School = 29,609

Pro Rata Share Calculations

A = 29,609 A = CRA's Exclusive Use Square Footage of Teaching Stations,
Administrative Office Space, Special Education Classroom, Teacher Work
Room and Computer Lab

B = 6,255 B = Total CRA Shared Use Space Square Footage Obligation (See
Attached Shared Use Space Calculation Worksheet)

C = \$5.46 C = 2019-20 Facilities Costs Per Square Foot

X = A * C \$161,665.14 X = CRA Exclusive Use Pro Rata Share Amount

Y = B * C \$34,152.30 Y = CRA Shared Use Pro Rata Share Amount

Z = X + Y \$195,817.44 Z = TOTAL ANNUAL PRO RATA SHARE CHARGE TO CRA

Exhibit B
2019-20 School Year Facilities Costs
Pro Rata Share Calculations

SHARED USE SPACE CALCULATION

Area, Per Exhibit A	Area Square Footage	Charter % (2019-20)	Charter School Pro-Rata Share
Multi-Purpose Room	3,904	70.3%	2,745
Faculty Lounge/Dining	699	70.3%	491
Nurse's Office	339	70.3%	238
Custodial Closets	466	70.3%	328
Faculty Restrooms	269	70.3%	189
Student Restrooms	1227	70.3%	863
Room E-1 Office	258	70.3%	181
Library	1,433	70.3%	1,007
Kitchen	303	70.3%	213
Upper Grade Playground	N/A	70.3%	N/A
Primary Grade Playground	N/A	70.3%	N/A
Lower Field, including Blacktop and Playground Areas	N/A	70.3%	N/A
Playground Areas Wrapping Around Back Side of Classroom Buildings	N/A	70.3%	N/A
Lunch Tables and Shaded Outdoor Eating Area on the Upper and Lower Areas of Campus	N/A	70.3%	N/A
Parking	N/A	70.3%	N/A

Baseball Diamonds and Hardcourts	N/A	70.3%	N/A
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Total CRA School Shared Use Space Square Footage Obligation (for 2019-20):
6,255

Function Unrestricted General Fund**17-18**

7690 General Admin: Fac Planning	529,448
8100 M&O	21,786
8105 M&O Overhead: Restricted	822,369
8106 M&O Overhead: Unrestricted	994,874
8107 Operational Services	0
8110 RR Buildings	13,117,329
8120 RR Grounds	652,497
8200 Operations: Utilities	12,688,498 *
8210 Operations: Custodial	10,621,924 *
8220 Grounds	3,259,426
8230 District Vehicles	400,635
8300 Security	218,930
8310 Safety & Training	106,992
8500 Facilities Acquist&Construction	104,306
8500 Deferred Maintenance	2,137,402

Total	45,676,415
* Less Operations cost if self funding	23,310,422
GRAND TOTAL	22,365,993

Square footage of District	4,100,000
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In district square feet (exclusive & shared)	35,864
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Per Square Foot	5.46
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Total 19-20 prorata share for Charter	195,817.44
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EXHIBIT “C”

EXHIBIT C



Capitalano Unified School District
Site Improvement Project Request Form
 (Site or Community Sponsored Modifications to CUSD Property)

Written authorization is required from the Department of Facilities/Maintenance and Operations before proceeding with any site (building and/or grounds) improvement. Please allow thirty (30) days for Facilities/Maintenance and Operations to review your Site Improvement Request.

1. Date: _____
2. School: _____
3. Contact Name: _____
4. Contact Organization: _____ Daytime Phone: _____
5. Contact Address: _____
6. Describe Proposed Project: _____

7. Please attach a site plan and show the proposed project location.
8. Cost estimate for proposed project (including planning, design, materials, implementation, etc.):

9. Will there be ongoing costs for proposed project once implemented? Yes No
10. List funding source (s) SIP, PTA, etc. and CUSD SACS budget code:

11. Are funds available now? Yes No
12. Anticipated implementation schedule: (please identify month, day and year)
 Start Date: ____/____/____ Completion Date: ____/____/____
13. Please provide any additional information (such as: photos, drawings or specifications) that might be helpful to Facilities/Maintenance and Operations in its evaluation of your request:

SITE IMPROVEMENT REQUEST FORM
SITE ADMINISTRATOR APPROVAL

I am aware of the proposed project described above (initials) _____

I have the following comments/questions: _____

I support this project

Site Principal's Signature: _____

Phone: () _____

Site: _____

Date: _____

Facilities Approval _____

Signature: _____

Date: _____

M&O Approval _____

Signature: _____

Date: _____

Comments: _____

MCO-Rev. 4/23/13-Siddons/Word/M&O Forms

EXHIBIT “D”

EXHIBIT D

FIRST AMENDMENT TO THE AMENDED AND RESTATED JOINT FACILITIES USE AGREEMENT

CROWN VALLEY ELEMENTARY SCHOOL

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED JOINT FACILITIES USE AGREEMENT, CROWN VALLEY ELEMENTARY SCHOOL, (the "First Amendment") is made and entered into to be effective on the 26th day of May, 2016 ("Effective Date"), by and between the City of Laguna Niguel, a municipal corporation, hereinafter the "City", and the Capistrano Unified School District hereinafter the "District."

RECITALS:

1. The Laguna Niguel Community Services District ("LNCSD"), which was a subsidiary district of the City of Laguna Niguel, and the District entered into a Joint Facilities Use Agreement on November 1, 1994, ("Joint Facilities Use Agreement") that provides for the renovation, use and maintenance of two Ball Fields ("Ball Fields") located at Crown Valley Elementary School ("CVES").
2. The Ball Fields were renovated by LNCSD and have continued to be used, operated and maintained in accordance with the Joint Facilities Use Agreement.
3. In 1998, LNCSD, pursuant to written authorization from the District, installed and began operating and maintaining sports lights at the Ball Fields at CVES.
4. LNCSD and the District entered into the First Amendment to the Joint Facilities Use Agreement effective June 10, 2002, to provide for the renovation, use, and maintenance of the field located at CVES that is adjacent to the Ball Fields and that was being used for youth sports activities (the "Upper Field").
5. Effective May 16, 2005, LNCSD was dissolved and the City of Laguna Niguel became the successor agency to LNCSD, including assuming the contractual obligations contained in the Joint Facilities Use Agreement and the First Amendment to the Joint Use Agreement.
6. Effective July 17, 2012, the City and the District entered into the Amended and Restated Joint Facilities Use Agreement for Crown Valley Elementary School (the "Amended and Restated Agreement"), which provides for the City and District continuing to work together to provide for the use, operation and maintenance of the Ball Fields and the Upper Field and to provide for refurbishment and conversion of two tennis courts at CVES to a Pickleball facility.
7. The Amended and Restated Agreement provides, in paragraph 9, that the term of the agreement shall be for 50 years commencing on November 1, 1994, and that after 20 years, either party may terminate the agreement by providing to the other party written notice for such a

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termination and that the written notice of the termination must be given at least one year prior to the date of termination.

8. As of October 31, 2014, 20 years has run since November 1, 1994, and neither party has terminated the Amended and Restated Agreement.

9. The City, as provided for in the Amended and Restated Agreement, has successfully used, operated and maintained the Ball Fields, the Upper Field and the Pickleball facility ("CVES Facilities") since November 1, 1994, and intends to continue to use, operate and maintain the CVES Facilities for the remainder of the fifty (50) year term.

10. The District has no present or future plans for CVES that would prohibit, preclude or interfere with the City's use of the CVES Facilities as set forth in the Amended and Restated Agreement.

11. The City and the District desire to amend paragraph 9 (Term) of the Amended and Restated Agreement to provide for an additional approximately eighteen and one half (18 1/2 years before the Amended and Restated Agreement could be terminated by either party. Additionally the parties desire to amend the Amended and Restated Agreement to clarify City obligations with regard to any future improvements the City constructs or installs at CVES.

AGREEMENT:

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

1. Paragraph 9 on Term of the Amended and Restated Agreement is amended to read as follows:

9. Term. The term of this agreement shall be for fifty (50) years commencing November 1, 1994. After forty (40) years from that date, either party may terminate this agreement by providing to the other party written notice of such termination. The written notice of the termination must be given at least one (1) year prior to the date of termination.

2. A new Paragraph 20 is added, which states:

20. Construction and Installation of Improvements by City. Prior to constructing or installing any improvements at CVES, the City shall obtain written approval from the District. Said written approval may be conditioned upon approval of the plans and specifications or other considerations as deemed appropriate by the District. City may not use or operate any improvements constructed or installed by the City at CVES until the project is closed-out and certified by the Division of the State Architect ("DSA"). City shall provide evidence of close-out and certification, in a

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form acceptable to the District. Such documentation shall be sent to the Executive Director of Facilities/M&O. If the evidence of DSA close-out and certification is acceptable to the District, the District will provide written authorization to use and operate the City's improvement. Use and/or operation of the City's improvement prior to District authorization shall be considered a breach of this Amended and Restated Agreement. The provisions of this Paragraph shall only apply to the construction or installation of improvements, including the modification or addition to existing improvements, by the City at CVES after the Effective Date of this First Amendment.

3. Binding Effect; Partial Invalidity. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. If any provision of this First Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this First Amendment or the Amended and Restated Agreement.

4. Full Force and Effect; No Other Amendments. The Amended and Restated Agreement is hereby modified with respect to the terms set forth, and any other portion thereof as necessary to implement the foregoing. Except as specifically set forth in this First Amendment, the Amended and Restated Agreement shall remain unmodified and in full force and effect as executed by the parties.

5. Electronic/Facsimile Signatures. In order to expedite the execution of this First Amendment, scanned or faxed signatures may be used in place of original signatures on this document. The parties intend to be bound by the signatures on the scanned or faxed document, are aware that the other party will rely on the scanned or faxed signatures, and hereby waive any defenses to the enforcement of the terms of this First Amendment based on the form of signature.

6. Counterparts. This First Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

7. Inconsistencies. In the event of any inconsistency between the terms of this First Amendment and those of the Amended and Restated Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Amended and Restated Joint Facilities Use Agreement as of the date first above written.

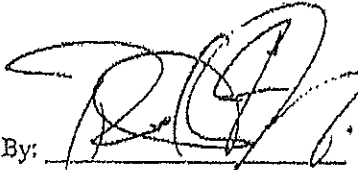
"CITY"

CITY OF LAGUNA NIGUEL

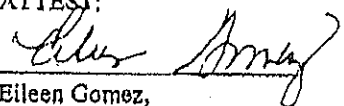
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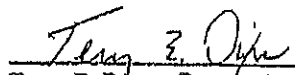
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By: 
Rod Foster
Title: City Manager

ATTEST:

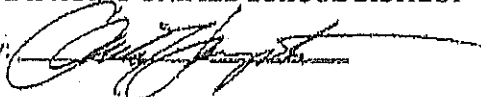

Eileen Gomez,
City Clerk

APPROVED AS TO FORM BY
THE CITY ATTORNEY FOR THE
CITY OF LAGUNA NIGUEL,
CALIFORNIA


Terry E. Dixon, Esq. 7/13/16
City Attorney

"DISTRICT"

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: 
Title: Deputy Superintendent

APPROVED AS TO FORM

11/03/15

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EXHIBIT “E”



Via Personal Delivery

November 1, 2018

Kristen M. Vital
Superintendent
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Re: Request for Proposition 39 Facilities for the 2019-20 School Year

Dear Superintendent Vital:

Community Roots Academy ("CRA") requests reasonably equivalent school facilities from the Capistrano Unified School District ("District") for the 2019-20 school year pursuant to Education Code Section 47614 ("Proposition 39") and Title 5, California Code of Regulations Sections 11969.1 through 11969.11, as amended ("Regulations"). If the District is amenable, we are happy to negotiate the renewal of our current multi-year Charter Facilities Agreement, which we could negotiate in parallel of the Proposition 39 process.

Charter schools desiring Proposition 39 facilities must generally make an annual written request. Regulations Section 11969.9(c)(1) specifies the information that must be included in the annual request. As summary of our request below, we project that our in-District ADA will be 727.7 students next year, which is a modest increase from our current in-District ADA of 580.45 students (and total ADA of 673.55 students) given that our current waitlist includes 371 students and we already collected 1,036 Intent to Re/Enroll forms from students who are meaningfully interested in attending CRA next year. We wish to remain located at the District's Crown Valley Elementary School campus, with the additional space necessary to accommodate our growth. Our request, along with the information submitted with it, meets and exceeds the requirements of Proposition 39 and the Regulations.

Projected Average Daily Attendance ("ADA")

Proposition 39 requires the District to allocate school facilities to CRA based upon our projected in-District classroom ADA. We determined that a reasonable projection of CRA's in-District classroom ADA for the 2019-20 school year is 727.7 students. The following tables break down CRA's projected ADA (Regulations § 11969.9(c)(1)):

Table 1: Total ADA

Grade	Actual Total (2017-18)	Projected Total (2018-19)	Projected Total (2019-20)
K	81.86	85.5	140.6
1	87.52	88.35	214.7
2	87.18	88.35	123.5
3	88.55	85.5	114.95
4	85.29	88.35	89.3
5	56.30	88.35	82.65
6	54.52	51.3	87.4
7	50.49	51.3	57.95
8	40.97	46.55	47.5
Total	632.68	673.55	958.55

Table 2: Total In-District ADA

Grade	Actual Total (2017-18)	Projected Total (2018-19)	Projected Total (2019-20)
K	81.24	79.8	104.5
1	86.82	77.9	166.25
2	86.31	81.7	95.95
3	87.46	72.2	91.2
4	84.58	75.05	63.65
5	55.59	75.05	62.7
6	52.71	35.15	63.65
7	49.71	36.1	46.55
8	39.97	38	33.25
Total	624.39	584.25	727.7

Table 3: Total Classroom ADA

Grade	Actual Total (2017-18)	Projected Total (2018-19)	Projected Total (2019-20)
K	81.86	85.5	140.6
1	87.52	88.35	214.7
2	87.18	88.35	123.5
3	88.55	85.5	114.95
4	85.29	88.35	89.3
5	56.30	88.35	82.65
6	54.52	51.3	87.4
7	50.49	51.3	57.95
8	40.97	46.55	47.5
Total	632.68	673.55	958.55

Table 4: Total In-District Classroom ADA

Grade	Actual Total (2017-18)	Projected Total (2018-19)	Projected Total (2019-20)
K	81.24	79.8	104.5
1	86.82	77.9	166.25
2	86.31	81.7	95.95
3	87.46	72.2	91.2
4	84.58	75.05	63.65
5	55.59	74.1	62.7
6	52.71	45.6	63.65
7	49.71	36.1	46.55
8	39.97	38	33.25
Total	624.39	580.45	727.7

The following tables represent our projected in-District ADA (from Table 2 above) and in-District classroom ADA (from Table 4 above) broken down by grade level and the District school the pupils are otherwise eligible to attend. (Regulations § 11969.9(c)(2).)

Table 5: In-District ADA by Grade Level and District School Pupils Would Otherwise Attend:

School Name/Grade	K	1	2	3	4	5	6	7	8
Aliso Viejo MS	0	4.75	0.95	0	0	0	4.75	8.55	4.75
Ambuehl ES	0.95	2.85	0.95	4.75	0.95	2.85	0.95	0	0
Anneliese School	0	0	0.95	0	0.95	0	0.95	0	0
Avila ES/MS	4.75	6.65	4.75	4.75	1.9	3.8	5.7	5.7	3.8
Ayers MS	0	0	0	0	0	0	0	0.95	1.9
Bathgate ES	2.85	3.8	0	1.9	0	1.9	0	0	0
Benedict ES	0.95	1.9	1.9	1.9	0.95	0	0	0	0
Bergeson ES	13.3	3.8	11.4	2.85	3.8	2.85	0.95	0	0
Canyon Vista ES	1.9	7.6	3.8	8.55	7.6	4.75	5.7	0.95	0.95
Castille ES	0.95	0	0	0	0	0.95	0	0	0
Chaparral ES	1.9	0	0.95	0	0	0	1.9	0	0
Crown Valley ES	0.95	2.85	0	3.8	0.95	0.95	0	0.95	0.95
Del Obispo ES	3.8	3.8	1.9	2.85	1.9	0.95	0.95	0.95	0
Esencla ES	0.95	0	0	0	0	0	0	0.95	0
Forester	0	0	0	0	0	0	1.9	2.85	1.9
Hankey ES	0	0	0	0	0	0	0	0.95	0
Heart Academy	0.95	0	0	0	0	0	0	0	0
Hidden Hills ES	3.8	19	9.5	13.3	3.8	2.85	1.9	0.95	0
Kinoshita ES	0	2.85	0	0.95	0	0.95	0	0	0
Ladera Ranch ES/MS	2.85	0	0	0.95	0.95	0.95	2.85	1.9	0.95
Laguna Niguel ES	8.55	11.4	4.75	3.8	3.8	6.65	0	0	0.95
Las Flores ES	1.9	2.85	0	0	0	0.95	0.95	0.95	1.9
Malcom ES	2.85	8.55	1.9	4.75	4.75	4.75	0.95	0.95	0
Marblehead ES	0.95	0.95	0	0	0	0	0.95	0	0
Moulton ES	4.75	9.5	5.7	4.75	3.8	3.8	0.95	1.9	0
Niguel Hills MS	2.85	3.8	1.9	0	0.95	0	5.7	6.65	7.6
Oak Grove ES	10.45	7.6	9.5	7.6	3.8	3.8	2.85	0	0

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent Business and Support Services

Prepared by: Heidi Crowley, Coordinator Charter Schools and Strategic Initiatives

Date: June 26, 2019

Board Item: Charter Facilities Agreement for 2019-2024 – Orange County Academy of Arts and Sciences

HISTORY

Proposition 39, introduced in the November 2000 ballot, amended California *Education Code (EC)* § 47614, with the intent that public school facilities should be shared fairly among all public school pupils, including those in charter schools.

EC § 47614 requires that school districts make available, to all charter schools operating in their school district with projections of at least 80 units of average daily attendance (ADA), facilities that will sufficiently accommodate all of the charter’s in-district students, and that facilities be “reasonably equivalent” to other classrooms, buildings, or facilities in the district. However, charter schools and school districts have the flexibility to enter into alternative or in-lieu agreements outside of the Prop 39 process.

BACKGROUND INFORMATION

The Orange County Academy of Arts and Sciences (OCASA) charter petition was submitted to the District in the fall of 2015. The Board voted 3-3-1 on the approval of the petition. Since the Board vote was tied, the Board essentially took “no action” to approve the petition, and it was viewed as a denial. OCASA appealed to the Orange County Department of Education and was approved in February 2016. OCASA opened its doors in August of 2016. OCASA has submitted a Proposition 39 Request for School Facilities Application in accordance with California Education Code timelines for each school year it has been open. For the 2016-2017, 2017-2018 and 2018-2019 school years, the District and OCASA successfully negotiated in-lieu or alternative agreements and entered into three, one-year facilities agreements for use of the lower portion of the Crown Valley Elementary School campus. OCASA’s current Facilities Use Agreement expires June 30, 2019. The District and OCASA successfully negotiated a 5-year Alternative Agreement beginning July 1, 2019 and concluding at the expiration of the agreement on June 30, 2024. OCASA agrees the provision of the subject property pursuant to this Agreement constitutes full and complete satisfaction of the District’s obligation to provide facilities, including furniture and equipment, to Charter School pursuant to Education Code § 47614 and the Proposition 39 Implementing Regulations (Cal. Code Regs., tit. 5, § 11969.1 et seq.) for the applicable years.

CURRENT CONSIDERATIONS

Approval of Charter Facilities Agreement with Orange County Academy of Sciences and Arts (OCASA) to enter into an in-lieu arrangement where OCASA will occupy the lower portion at Crown Valley Elementary School in the 2019-2024 school years. Terms of this agreement include the use of the space described and depicted in Exhibit A for a five year period beginning July 1, 2019 and concluding at the expiration of this agreement on June 30, 2024. The agreement has been reviewed and approved by the District's legal counsel.

FINANCIAL IMPLICATIONS

Each year for the term of the Agreement, Charter School will pay to the District a Pro Rata Share Charge in the amount of \$68,394.69 in eleven equal monthly installments, for its use of space on the subject property.

STAFF RECOMMENDATION

It is recommended the Board approve the Charter Facilities Agreement with Orange County Academy of Sciences and Arts (OCASA) to enter into an in-lieu arrangement where OCASA will occupy the lower portion at Crown Valley Elementary School for a five year period beginning July 1, 2019 and concluding on June 30, 2024.

PREPARED BY: Heidi Crowley, Coordinator Charter Schools and Strategic Initiatives

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

**CHARTER FACILITIES AGREEMENT
BY AND BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT AND
ORANGE COUNTY ACADEMY OF SCIENCES AND ARTS**

Pursuant to California Code of Regulations, title 5, section 11969.1 et seq., this Charter Facilities Agreement (“Agreement”) is made and entered into as of the last date of the execution of this Agreement (the “Effective Date”), by and between the Capistrano Unified School District, a public school district organized and existing under the laws of the State of California (“District”), and Orange County Academy of Sciences and Arts (“Charter School” or “OCASA”), a California non-profit public benefit corporation whose charter was approved by the Orange County Department of Education. The District and Charter School are collectively referred to as the “Parties.”

1. **Use of the Subject Property.** The District agrees to allow Charter School use of the premises located at 29292 Crown Valley Parkway, Laguna Niguel, California 92677 (“Subject Property”), as set forth in this Agreement, for the sole purpose of operating the Charter School educational program and all associated uses detailed in Sections 9B and 20D below, in accordance with the charter under which Charter School became an independent Charter School. Charter School’s right to use of the Subject Property shall begin on July 1, 2019 (“Commencement Date”) and shall conclude at the expiration of this Agreement on June 30, 2024 (“Applicable Years”), unless terminated earlier in accordance with the terms of this Agreement.

A. **Reversion to District.** Upon the termination or expiration of this Agreement by its terms, the right to use and occupation of the Subject Property and the facilities and District equipment thereon, if any, shall revert to the District, unless the Parties mutually negotiate a successor agreement regarding the Charter School’s continued use of the Subject Property for its educational program. If the Charter School desires to have facilities provided by the District for the 2024-25 academic year, the Charter School must submit a facilities request pursuant to Proposition 39 no later than November 1, 2023, or the then-applicable submission deadline. Upon termination of this Agreement, the District shall recoup the full rights and benefits of its ownership of the Subject Property, including, but not limited to, use of such Subject Property for District programs and services.

B. **Civic Center Act.** Charter School shall comply with District policies and/or practices regarding the operations and maintenance of the facilities, furnishings, and equipment, except to the extent deviation from those policies and/or practices is approved by the District. Although Charter School shall have use of the Subject Property, Charter School agrees to comply with the provisions of the Civic Center Act (Education Code section 38130 et seq.) in making use of the facilities accessible to members of the community. For purposes of Civic Center Act compliance only, with respect to the Subject Property only, the Charter School governing board shall hold the same powers and obligations applicable to a School District Board of Trustees under Education Code sections 38130-38139 and shall also follow District Board Policy and Administrative Regulations in making the facilities accessible to members of the community. The District shall forward all Civic Center Act requests it receives for use of the Subject Property to the Charter School, and Charter School shall provide the District copies of all requests, invoices

and other correspondence between the Charter School and any third parties requesting use of the Subject Property. Charter School shall provide the District with notice of all Civic Center Act applicants and the District shall have final approval over Civic Center Act uses. Charter School may not charge third-party users fees in excess of those allowed under the Civic Center Act. All proceeds derived from the use, pursuant to the Civic Center Act, of the portion of the Subject Property exclusively occupied by Charter School shall be the property of the Charter School.

C. Furniture, Equipment, Library Books. Furnishings and equipment secured to the wall or floor will remain available during the term of the Agreement at the Subject Property, as well as all technology infrastructure such as wiring, switches, and telephones. Additionally, the playground equipment, whiteboards, shelves, lunch tables, student desks, chairs and teachers' desks will remain or will be replaced with equivalent items in an amount consistent with the District's standard K-8 school site allotment. Books in the Library will remain, with the exception of library books that were donated to the Subject Property. Charter School will have continued use of the 36 Chrome book computers and laptop cart previously provided by the District. Charter School will also have continued use of the standard science equipment previously provided by the District, which consists of eight science tables measuring 60 inches by 30 inches, 32 student chairs, one mobile science laboratory demonstration station and one ergonomic stool to outfit one of Charter School's exclusive use classrooms. The District will continue to provide its standard Wi-Fi and Ethernet ports as currently utilized by Charter School. The District will retain ownership of all furniture and equipment provided to Charter School and will expect all furniture and equipment to be returned to the District at the end of Charter School's occupation in the same condition as received, reasonable wear and tear excepted. Furniture and equipment will be replaced by the District in accordance with District schedules and practices. Charter School shall not sell or otherwise dispose of any District-owned furniture, equipment or library books for any reason.

D. Crown Valley Elementary School References. Under no circumstances may the Charter School or any of its board members, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns obscure, remove, paint over, permanently conceal or otherwise alter any sign, decal, mural, mascot or other reference to "Crown Valley Elementary School" on the Subject Property ("Crown Valley Reference") in any way. Charter School must specifically communicate this to its on-site staff. In the event that any Crown Valley Reference is damaged or obscured in any way by Charter School or its agents, students, or employees during the Charter School's use of the Subject Property, Charter School shall be responsible for all costs associated with the full restoration of the Crown Valley Reference.

E. Signs, Plaques and Murals. Under no circumstances may the Charter School or any of its board members, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns obscure, remove, paint over, permanently conceal or otherwise alter any other sign, tile, mural, or plaque currently affixed to walls or buildings in the Subject Property, including but not limited to those depicting dedications and/or naming of rooms or buildings. Further, other than signage already installed by Charter School in prior years, Charter School shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, mural or other external decorations on the improvements that are a part of the Subject Property without the District's prior written consent, which shall not be

unreasonably withheld. Subject to the District's approval as described herein, and subject to any other applicable laws or regulations, the Charter School may install signage customarily used by other schools in the District at the Subject Property. The Charter School shall seek approval from the District of all signage, including location and size, but the District shall not unreasonably deny approval of signage that complies with District custom and practice.

F. Shared Use of Subject Property. Unless otherwise agreed by Charter School and Community Roots Academy ("CRA"), and/or any other charter school or District program co-located on the Subject Property, Charter School will share use of the library, kitchen, multi-purpose room and staff lounge identified as shared use space in Exhibit "A" to this Agreement and all outdoor spaces on the campus whether identified in Exhibit "A" or not, including the upper grade playground, lower field, lower playground, lunch tables and shaded outdoor eating areas on the upper and lower portions of the campus, parking lot, baseball diamonds and hardcourts ("Shared Use Facilities") during the Applicable Years.

Charter School shall coordinate access to and shared use of the Shared Use Facilities with CRA for the 2019-20 school year, and with CRA and/or any other charter school or District program co-located on the Subject Property for the remainder of the term of the Agreement. Charter School's percentage of use of the Shared Use Facilities shall be 29.7% as determined based upon its proportion of projected enrollment vs. the projected enrollment of CRA for the 2019-20 school year, unless otherwise agreed upon by the co-located schools/District programs ("Shared Use Percentage"). The Charter School's Shared Use Percentage is subject to modification before the start of every school year to accommodate any change in use of the Shared Use Facilities or in enrollment at Charter School, CRA and/or any other charter school or program co-located at the Subject Property. The District shall have the right to adjust the Pro Rata Share Charge ("Use Fee") to accommodate any change in use of the Shared Use Facilities and Shared Use Percentage or in enrollment at Charter School, CRA and/or any other charter school or program co-located at the Subject Property.

Charter School's Shared Use Percentage shall not decrease below the initial 29.7% Shared Use Percentage unless Charter School's in-district ADA decreases by more than 10% or 25 in-district ADA, whichever is greater, from the prior school year, as reported in Charter School's annual projection pursuant to Section 4 of this Agreement. Similarly, the District shall have no obligation to increase Charter School's Shared Use Percentage unless an increase in Charter School's in-district ADA is accompanied by a decrease in CRA's annual projection of more than 10% or 25 in-district ADA.

Every year for the term of the Agreement, before the start of their respective school years, and after the District has made a determination as to the Shared Use Percentages for the respective occupants of the Subject Property, Charter School shall work with CRA and/or any other co-located charter school or program to determine the sharing arrangements for the Shared Use Facilities existing at the Subject Property for that school year. In the event of any dispute, Charter School and CRA shall have access to and use of the Shared Use Facilities in accordance with their respective Shared Use Percentages established for the previous school year until a resolution is reached. Charter School shall cooperate with CRA and/or any other co-located charter school or program to coordinate the scheduling of events and activities that each intends to hold at the

Subject Property to avoid scheduling conflicts or having multiple events or activities occur at the same time. Before the start of every school year for the term of this Agreement, Charter School shall provide the District and CRA and/or any other charter school or program co-located on the Subject Property with copies of its calendar for the upcoming school year.

G. Use of Baseball Diamonds. Charter School shall be entitled to use the baseball diamonds during regular school hours, in accordance with the schedule set forth in Exhibit “A”. Charter School understands that the District does not supervise the baseball diamonds and will not do so during the term of this Agreement. Charter School will be solely responsible for ensuring that its students are properly supervised at all times while they are walking to and from and utilizing the baseball diamonds.

2. Fees. Each year for the term of the Agreement, Charter School shall pay to the District a Use Fee in the amount of \$68,394.69, in eleven equal monthly installments, for its exclusive and shared use space on the Subject Property. All charges and payments due and owing from the Charter School to the District shall be invoiced by the District to the Charter School, and shall become due thirty (30) calendar days thereafter. Late payments shall be subject to interest at the rate of ten percent (10%) per annum. The methodology for calculating the Use Fee is attached as Exhibit “B.” The Use Fee is subject to change based upon any increase or decrease in the Shared Use Percentage and/or the number of classrooms or other exclusive use space provided to Charter School as set forth in this Agreement. The Agreement shall be amended as necessary to accommodate any change in the Use Fee.

3. Term. The term of this Agreement shall commence on the Commencement Date and terminate on June 30, 2024 (“Term”). The Term may be modified as discussed elsewhere in this Agreement. Notwithstanding anything to the contrary set forth herein, this Agreement shall automatically terminate if Charter School loses its charter or the school ceases to exist or is no longer operated by Charter School.

In addition, the Charter School will have the option to terminate this Agreement with ninety (90) days’ written notice if it identifies an alternative facility in which to house its program.

4. Annual Projection of In-District Students. It is the intent of the Parties to achieve some stability in the allocation of public school space to Charter School. Nevertheless, the Parties must observe and comply with all requirements set forth in Proposition 39. Consequently, on or before November 1st of each year during the term of this Agreement, Charter School shall provide the District with a reasonable projection of Charter School’s in-District classroom average daily attendance (“ADA”) for the following year, for the purpose of demonstrating that Charter School reasonably projects a sufficient number of in-District students to justify its continued occupation of the number of classrooms it has been allocated pursuant to this Agreement. It shall be sufficient for this purpose for Charter School to submit to the District the charts in the form set forth on the bottom of page 2 through the top of page 4 in Exhibit “E” to this Agreement. If Charter School projects a decrease in its in-District classroom ADA of more than ten percent (10%) from the prior year, the District may, in its reasonable discretion and consistent with the provisions of Proposition 39, decrease the number of classrooms allocated to Charter School for the following school year. If Charter School projects an increase in its in-District classroom ADA, the District may, but shall

be under no obligation to, provide Charter School with additional classroom space sufficient to accommodate that increase for the following school year. If the District adjusts the classroom allocation, the Use Fee shall be adjusted accordingly, and this Agreement shall be amended to accommodate those changes. If Charter School fails to provide a projection of its in-District classroom ADA in any given year, the District shall provide notice and allow 15 days from the date of that notice for Charter School to provide its projection. Should Charter School fail to provide this projection after notice is given as provided herein, this Agreement shall terminate at the end of the then current instructional year. This is intended to be a yearly process, and thus if the District decreases the number of classrooms it provides to Charter School in one school year, but Charter School projects an increase in its in-District classroom ADA for the subsequent school year, the District shall increase the number of classrooms allocated to Charter School for the following school year consistent with the provisions of Proposition 39, but shall not be obligated to allocate facilities in excess of those provided in the first year of the Term.

Pursuant to Education Code section 47614, subdivision (b)(2) and California Code of Regulations, title 5, section 11969.8, Charter School remains subject to potential reimbursement obligations for overallocated space for the entire Term of this Agreement. For purposes of determining whether space is considered to be overallocated in accordance with California Code of Regulations, title 5, section 11969.8, Charter School's projected in-District classroom ADA on which the facility allocation for the 2019-20 school year is based will be 304.23. For the 2020-21, 2021-22, 2022-23 and 2023-24 school years, the projected in-District classroom ADA on which the facility allocations will be based will be based on the projections made by the Charter School for that year in accordance with this section.

5. **Cooperation in Mitigation of Any Traffic Impacts on Neighborhood.** Charter School agrees to reasonably cooperate with the District, the City of Laguna Niguel, and the neighborhood surrounding the Subject Property to address concerns that may arise concerning the impact on traffic near the Subject Property, during student drop-off and pick-up times during the school day, brought about by operations of the Charter School. The District agrees to promptly forward any complaints or concerns which may be received regarding traffic to Charter School to allow Charter School an opportunity to respond. Charter School will monitor traffic conditions surrounding the Subject Property and will be proactive in taking steps to maximize safety and minimize congestion affecting the school community. The District shall require any charter schools or other programs co-located on the Subject Property to cooperate to the same degree as Charter School to address these concerns, and to monitor and mitigate traffic impacts caused by their use. The parties agree that uses contemplated under this Agreement will remain within the designed capacity of the Subject Property and that no additional review is required under the California Environmental Quality Act ("CEQA").

6. **Utilities.** Charter School will be responsible only for utilities costs equal to the percentage of the square footage it occupies on the Subject Property. Charter School will also be responsible for the cost of trash service. The District will invoice Charter School for such costs and payment shall be due within thirty (30) days of Charter School's receipt of an invoice. Charter School shall obtain its own internet service provider, internet and cable provider and shall assume sole responsibility for all costs, upkeep and maintenance of all Charter School telephone systems,

data lines, and related equipment, software and hardware, with the exception of that which, if any, is provided by the District under Section 1C above.

7. **Maintenance.** Facilities provided to the Charter School shall remain the property of the District. The ongoing operations and maintenance of the facilities, as well as major maintenance and any items that would previously have been considered deferred maintenance under Education Code section 17582, shall be the responsibility of the District. This includes HVAC, mobile maintenance, electrical, plumbing, roofing, exterior and interior painting, and floor systems.

In the event that the Charter School requires the District to perform maintenance and repairs, as allowed for above, Charter School must submit such request via appropriate District work order processes. Currently, and until further written notice, the Charter School must submit such requests on a form developed by the District via mail, email, or personal delivery, to the Maintenance & Operations Work Order Clerk. The District reserves the right to implement a different process for submission of maintenance/repair requests. The District may need to access the Subject Property during normal District hours of operation, which may coincide with Charter School's hours of operation, in order to perform maintenance and repairs. District staff shall be allowed to access the Subject Property during Charter School's hours of operation to perform maintenance, as needed, and any repairs requested by Charter School. The District will consult with Charter School in scheduling such repair work in order to minimize the disruption to Charter School's operation.

For an emergency request for service, Charter School should call (949) 493-2748 after hours. Emergency request is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to District property.

Notwithstanding the District's maintenance obligations, Charter School shall be responsible for and shall pay for any repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the negligence or misuse of the Subject Property by Charter School. Negligence shall include, but not be limited to, failure to submit a repair/maintenance request to the District within a reasonable amount of time after Charter School discovers the need for repair.

The Charter School shall be responsible for custodial services and any equipment or technology purchased by the Charter School. Charter School shall perform custodial services in a manner equivalent to those performed at other District school sites. Should the Charter School neglect or fail to perform custodial services consistent with current District practice, the District reserves the right to charge the Charter School the reasonable cost for such maintenance if Charter School fails to cure such failure within fifteen (15) days' written notice from the District. The District shall be responsible for the maintenance of the landscaping of the Subject Property. Charter School shall not maintain, remove or otherwise alter any trees at the Subject Property in any manner, unless Charter School receives written permission from the District.

8. **Installation of Improvements or Alterations by Charter School.** Charter School shall not construct or install any improvements (as defined in Civil Code section 660) on the Subject Property or otherwise alter the Subject Property without the prior written consent of the District, and if required, the Division of the State Architect (“DSA”). Any request to construct or install an improvement must be initiated by the submission of a “Site Improvement Request” form, a copy of which is attached as Exhibit “C.” The District’s approval of any improvements, including the construction schedule, work hours, and modifications, shall be at the District’s sole and absolute discretion, and the District may disapprove of such improvements for any reason.

Unless otherwise specified in this Agreement, in each case where prior written consent of the District is required pursuant to this Agreement, such consent shall be obtained exclusively from the District’s Superintendent or designated representative and consent obtained from any other source shall be invalid. Contractors retained by Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers’ compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all applicable laws including, but not limited to DSA requirements, building codes and fingerprinting requirements. The District or the District’s agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students. Charter School shall indemnify, defend and hold harmless the District, its directors, officers and employees from any loss, damage, claim, cause of action, cost, expense or liability arising out of or caused by any violation by the Charter School or its directors, officers, employees or contractors of any applicable federal, state or local statute, ordinance, order, governmental requirement, law or regulation that applies to any work, including, without limitation, any labor laws and/or regulations requiring that persons performing public works be paid prevailing wage.

Charter School shall deliver to the District, promptly after Charter School’s receipt thereof, originals or, if originals are not available, copies of any and all of the following instruments and documents pertaining to any testing, construction, repair or replacement of improvements on the Subject Property: (a) plans and specifications for the subject improvements, (b) test results, physical condition and environmental reports and assessments, inspections, and other due diligence materials related to the subject improvements, (c) permits, licenses, certificates of occupancy, and any and all other governmental approvals issued in connection with the subject improvements, (d) agreements and contracts with architects, engineers and other design professionals executed with respect to the design of the subject improvements, (e) construction contracts and other agreements with consultants, construction managers, general and other contractors, and equipment suppliers pertaining to the construction, repair or replacement, as the case may be, of the subject improvements and (f) all guaranties and warranties pertaining to the construction, repair or replacement, as the case may be, of the subject improvements. Charter School will not permit any liens or claims to stand against the Subject Property for labor or materials furnished in connection with any work performed by Charter School. Upon reasonable and timely notice of any such lien or claim delivered to Charter School by the District, Charter School may bond and contest the validity and the amount of such lien, but Charter School will

immediately pay any judgment rendered, will pay all proper costs and charges, and will have the lien or claim released at its sole expense. Additionally, Charter School may not use or operate the improvements until the project is closed-out and certified by DSA, if applicable, and/or final approval is received from any applicable agency. Charter School shall provide evidence of closeout and certification or approval, in a form reasonably acceptable to the District.

9. **Provision of Facilities.** The facilities to be provided by the District to the Charter School for the Applicable Years are also subject to the following:

A. **Exclusive Use.** Charter School shall have exclusive use of the buildings, offices and classrooms for teaching space for the Applicable Years, as specified/highlighted and limited in this Agreement. The District will provide the furniture, equipment and library books described in Section 1C, above. Any additional furniture, equipment or books required for discretionary use shall be at the sole cost and responsibility of the Charter School. Subject to Section 8, the Charter School may place two (2) storage containers at the Subject Property. Charter School shall have exclusive use of the storage containers, be solely responsible for all costs associated with the placement of the storage containers, and be solely responsible for maintenance of the storage containers.

B. **Third-Party Use.** Charter School agrees that it will not engage in any conduct which has the purpose or effect of disrupting or undermining the operation of District-approved third-party programs on the Subject Property. Additionally, Charter School acknowledges and agrees that joint use of the Subject Property between the District and the City will continue during the course of this Agreement, as specified in the agreement for joint use between the District and the City that is attached hereto as Exhibit "D." The District agrees to allow the Charter School to have a before/after school program and enrichment classes operated by the Charter School or a third-party in Charter School's exclusive use space provided the Charter School or third-party provides documentation to the District that the provider has secured insurance coverage naming the District as an additional insured and written acknowledgement that the provider will comply with all applicable fingerprinting and background clearance requirements as well as the District's practices regarding the operations and maintenance of the Subject Property and District furnishings and equipment.

10. **Security.** The Charter School shall ensure that the facilities on the Subject Property are adequately locked and secured through security devices, including, but not limited to, locks and gates following use by the Charter School. The Charter School shall not be responsible for locking or securing spaces exclusively occupied by CRA or any other charter school or program co-located at the Subject Property. No locks or keys shall be changed without first obtaining approval from the District's Chief Facilities Officer. Within five (5) working days after new alarm codes, locks or keys have been changed or added, the Charter School shall provide new alarm codes, locks or keys to the Chief Facilities Officer.

11. **Condition of Subject Property.** The District is not aware of any defect in the condition of the Subject Property that would prevent its use for Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Subject Property that calls into question

the appropriateness or sufficiency of the Subject Property for its intended purpose. The District, at its expense, shall remain responsible for compliance with all applicable laws regarding the Subject Property during the Term of this Agreement. Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Subject Property, including, without limitation, those relating to health, safety, noise, environmental protection, zoning compliance and approvals, waste disposal, and water and air quality. Charter School shall not be responsible for any and all environmental conditions that existed prior to Charter School's occupancy of the Subject Property, so long as such environmental conditions are not exacerbated by Charter School's negligence or willful misconduct. The District shall remain responsible for compliance with the Americans with Disabilities Act, Fair Employment and Housing Act ("FEHA"), and other applicable building code standards for any existing compliance issue prior to the date of execution of this Agreement and any compliance issue not triggered by any modifications or improvements made by Charter School. Charter School shall only assume responsibility for compliance with Americans with Disabilities Act and FEHA access rights to the extent of any modifications or improvement made by Charter School. Should any modifications or improvements made by Charter School change or affect the character of any existing improvements, Charter School shall be responsible for bringing said existing improvements into compliance with Americans with Disabilities Act, FEHA, and other applicable building code standards. Charter School shall comply with all applicable licensing, payment and performance bond and prevailing wage laws with respect to all modifications.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Subject Property due to Charter School's use and occupancy thereof, Charter School, at its expense, shall be obligated to clean all of the property affected, including, if applicable, any properties in the vicinity of the Subject Property, to the satisfaction of the District and any governmental agencies having jurisdiction over the Subject Property or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If Charter School fails to take steps to clean the property(ies) or otherwise fails to comply with any requirements regarding the clean-up, remediation, removal, response, abatement or amelioration of any discharge, leakage, spillage, emission, or pollution of any type due to Charter School's use and occupancy of the Subject Property, or fails to pay any related legal, investigative, and monitoring costs, penalties, fines and disbursements, the District reserves the right to take over the required action and to take all necessary steps to recoup any and all costs associated therewith from Charter School.

12. **Title to Subject Property.** The Parties acknowledge that title to the Subject Property is held by the District and shall remain in the District's name at all times.

13. **Insurance.** The District will maintain its current levels of insurance on the structures on the Subject Property. Parties agree that self-insurance through a Joint Powers Authority shall satisfy the District's obligations under this section. The District shall not be responsible for insuring any of Charter School's personal property or persons (including without limitation students or members of staff). Charter School shall procure and maintain, for the duration of this Agreement, insurance coverage, with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company. Charter School may use a self-insurance and/or joint powers authority mechanism to meet the described insurance requirements.

Each policy required above shall be endorsed to establish that coverage is primary and that any insurance or self-insurance held by the District, its officials, employees and agents shall be excess and shall not contribute to it. Charter School shall provide the District with thirty (30) days prior written notice of cancellation of any insurance policy required above.

The District's insurance shall be primary for claims for damage to the Subject Property's physical structures caused by the actions of the District or third parties to this Agreement, except to the extent that the third party's actions arose as a result of the negligence, intentional disregard or malfeasance of Charter School.

The District may, at its reasonable discretion, require additional coverage or additional limits. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the Superintendent or his or her designee.

The coverage and limits required hereunder shall not in any way limit the liability of Charter School nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the Charter School's risks hereunder.

No later than five (5) business days after execution of the Agreement, Charter School will provide the District with a certificate(s) of insurance verifying such insurance and the terms described herein.

14. **Indemnification.** With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the District, Charter School shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Subject Property after the Effective Date, arising from, or in connection with, the Charter School's use of the Subject Property or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Charter School in or about the Subject Property. Charter School's obligation to defend the District and the other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

With the exception of any liability, claims or damages caused by the negligence or willful misconduct of Charter School, the District shall indemnify, hold harmless, and defend Charter School, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against Charter School, its trustees, officers,

employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Subject Property after the Effective Date, arising from, or in connection with, the District's use of the Subject Property or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the District in or about the Subject Property. The District's obligation to defend the Charter School and the other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

15. **Damage and Destruction of Facilities.**

A. **Partial Damage.** If the Subject Property is damaged by any casualty which is covered by applicable insurance, and the Charter School still has access to at least sixty percent (60%) of the usable classroom space, then the Subject Property shall be restored provided insurance proceeds are available to pay for the cost of restoration, and provided such restoration can be completed within one hundred twenty (120) days after the commencement of the work in the opinion of a registered architect or engineer approved by the District. In such event, this Agreement shall continue in full force and effect, except that Charter School shall be entitled to proportionate reduction of all fees and payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with Charter School's use of the Subject Property. The District shall provide the Charter School reasonably equivalent temporary housing on the Subject Property, or another school site that is near to the Subject Property for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same.

B. **Total Destruction.** If the Subject Property is totally destroyed (defined as the destruction of more than forty percent (40%) of the usable classroom space), or the Subject Property cannot be restored as required herein, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. The District will provide Charter School with a reasonably equivalent school facility or facilities, if necessary, sufficient to accommodate Charter School's enrollment for the remainder of the current school year or for as long as necessary for the Charter School to submit a Proposition 39 request for the subsequent school year and receive a reasonably equivalent offer of facilities from the District, as appropriate, as soon as possible after the effective date of the damage to avoid any interruption in Charter School's educational program.

C. Any damage or destruction of the Subject Property regardless of its cause or insurance coverage shall not relieve the District of its obligation to provide Charter School with reasonably equivalent facilities.

16. **Access.** Charter School shall permit the District, its agents, representatives or employees, to enter upon the Subject Property for the purpose of inspecting the same or to make repairs, alterations, or additions to any portion of the Subject Property. The District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of

emergency or imminent threat to health or safety of occupants. The District shall not unreasonably interfere with Charter School's educational program during its inspection of or repairs, alterations, or additions to any portion of the Subject Property.

17. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the District:

Capistrano Unified School District
Attention: Heidi Crowley
33122 Valle Road
San Juan Capistrano, CA 92675
Phone: (949) 234-9220
E-mail: HACROWLEY@capousd.org

If to the Charter School:

Attention: Executive Director
Orange County Academy of Sciences and Arts
29292 Crown Valley Parkway
Laguna Niguel, CA 92677
Phone: (949) 269-3291

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

18. **CEQA.** Charter School acknowledges that CEQA may require the District to undertake certain studies and/or seek certain exemptions with regard to any projects described herein. Charter School acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. Charter School waives any claims against the District regarding delays, modifications or abandonment of a project or use due to any inability to meet CEQA requirements.

19. **Subcontract and Assignment.** Charter School may not assign or sublet this Agreement or any rights, benefits, liabilities and obligations hereunder, to any person or business entity without the District's express written consent, which consent shall be granted at the District's sole and absolute discretion and, if granted, may be conditioned or delayed.

20. **Termination.** This Agreement will automatically terminate upon Charter School's commission of any of the following defaults or material breaches, or for any other reason identified in this Agreement.

A. **Defaults and Material Breaches.** The District may terminate this Agreement upon Charter School's commission of a default or material breach of the Agreement, which may include, but is not limited to, the occurrence of any one or more of the following:

A. The failure by Charter School to make timely payment of any fees due under this Agreement where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by the District to Charter School.

B. The failure by Charter School to observe or perform any of the covenants, conditions or material provisions of this Agreement to be observed or performed by Charter School where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by the District to Charter School (hereinafter "Notice of Failure"). Charter School shall not be deemed to be in default if Charter School shall within such thirty (30) day period commence such cure and thereafter diligently prosecute the same to completion within one hundred and twenty (120) days from the date of the Notice of Failure, unless a longer period is agreed to in writing by the Parties.

C. The termination, revocation or non-renewal of Charter School's charter by Charter School's authorizer or cessation of Charter School's operations for any reason; however, if Charter School appeals any such termination, revocation or non-renewal, this Agreement shall not terminate before either Charter School has completed the appeals process and has not prevailed, or the end of the Term, whichever occurs first.

D. The failure by Charter School to utilize the Site or Facilities for the purpose of operating a charter school, and associated uses including, but not limited to, Charter School Board meetings, parent meetings, professional development and training courses, after-school programs and enrichment classes as authorized by this Agreement and Charter School's charter and any memorandum of understanding where such failure shall continue for a period of fifteen (15) days after receipt of written notice thereof by the District to Charter School.

E. The failure of Charter School to limit its use of the Subject Property to the space allocated to Charter School pursuant to this Agreement and in conformity with the District's practices regarding the operations and maintenance of District facilities and furnishings and equipment where such failure shall continue for a period of fifteen (15) days after receipt of written notice thereof by the District to Charter School.

F. The failure of Charter School to provide the District with a reasonable projection of Charter School's in-District classroom ADA for the following school year within 15 days of the date of notification from the District, as detailed in Section 4 above.

If the District terminates this Agreement for any of the reasons identified in Section 20A, B, D, E or F of this Agreement, or for any other default or material breach of this Agreement,

in sufficient time to enable Charter School to submit a Proposition 39 facilities request by the submission deadline set forth in California Code of Regulations, title 5, section 11969.9, subdivision (b), Charter School shall submit a written facilities request to the District on or before that deadline if it wishes to obtain facilities from the District for the following school year. The District and Charter School shall then adhere to the timeline set forth in Section 11969.9.

If, however, the District terminates this Agreement at a time that does not enable Charter School to submit a written facilities request in accordance with the deadline set forth in Section 11969.9, subdivision (b), Charter School must submit a written facilities request no later than 30 days after receiving notice of the District's intent to terminate the Agreement if it wishes to obtain facilities from the District for the following school year. The District and Charter School will then work together to establish a reasonable schedule for the District to provide any objections to Charter School's attendance projections, for Charter School to respond to any objections, for the District to issue a preliminary proposal of space, for the Charter School to respond to the preliminary proposal, for the District to provide a final notification of space and for the Charter School to respond to the final notification of space to ensure that Charter School is provided with facilities for that school year. Any agreement for facilities shall then be made pursuant to California Code of Regulations, title 5, section 11969.1, subdivision (b).

21. **District's Right to Relocate the Charter School Upon Written Notification.** In addition to the District's rights to terminate the Agreement pursuant to Sections 3, 4, 15B and 20 above, the District shall also have the right to relocate the Charter School to another District school site upon providing sixty (60) days' written notice to Charter School in accordance with Section 17 above. Good cause may include, but shall not be limited to, a determination that some or all of the space occupied by Charter School is necessary (1) to accommodate a District program; (2) to accommodate an increase in District enrollment; (3) to house another charter school that was recently authorized and is applying to the District for facilities for the first time; (4) to locate an existing charter school that has experienced growth; (5) to accommodate another non-District program; or (6) due to the expected initiation of construction or modernization of the facilities at the Subject Property or at other District properties. The new facility will provide the Charter School with the same number of classrooms, specialized teaching stations and non-teaching station space as is provided at the Subject Property. The Parties will enter into a successor Charter Facilities Agreement that reflects the new facility, but with all other terms remaining the same. The District will make every effort to allow Charter School to remain at the Subject Property through the conclusion of the then current school year.

If the District relocates Charter School during the school year, the District will be responsible for all costs associated with moving the Charter School to the new site. If, however, the relocation occurs at the conclusion of a school year and before the start of the next school year, Charter School shall be responsible for all costs associated with moving to the new site.

22. **Full and Complete Satisfaction of Proposition 39 Obligations.** Charter School agrees that the provision of the Subject Property pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities, including furniture and equipment, to Charter School pursuant to Education Code section 47614 and the Proposition 39 Implementing Regulations (Cal. Code Regs., tit. 5, § 11969.1 et seq.) for the Applicable Years.

Charter School waives and forever releases the District from any claim that Charter School, or any successor entity, may have against the District regarding any allegation that the District has taken action to impede the Charter School from expanding its enrollment to meet pupil demand for the Applicable Years. Further, Charter School waives any rights it may have to object to the District's perceived failure to offer facilities, including furniture and equipment, or to otherwise comply with the substantive or procedural requirements of Proposition 39 and its Implementing Regulations for the Applicable Years.

23. **Independent Status.** This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

24. **Entire Agreement of Parties.** This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the Parties.

25. **Legal Interpretation.** This Agreement 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 this Agreement shall be maintained in Orange County, California. The Parties expressly understand and agree that this Agreement 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 Party to be performed or fulfilled, the Parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings.

26. **Waiver.** The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

27. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

28. **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.

29. **Severability.** Should any provision of this Agreement be 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.

30. **Incorporation of Exhibits.** Each exhibit attached hereto is incorporated herein by reference.

31. **Scanned/Electronic Signatures.** This Agreement may be executed and transmitted to any other party by PDF, which PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

CAPISTRANO UNIFIED SCHOOL DISTRICT

Dated: _____, 2019

By: _____

Its: Deputy Superintendent, Business and Support Services

**ORANGE COUNTY ACADEMY OF SCIENCES
AND ARTS**

Dated: June 18, 2019

By: Kapil Mattur

Its: Executive Director

Exhibit A
SHARED USE AGREEMENT

CONTACT INFORMATION

ORANGE COUNTY ACADEMY OF SCIENCES AND ARTS (“OCASA”)

On-Site Principal or Lead Administrator

Name: _____

E-mail: _____

Office Phone: _____

Cell Phone: _____

On-Site Assistant Principal or Administrator Next in Charge

Name: _____

E-mail: _____

Office Phone: _____

Cell Phone: _____

On-Site Contact for Health Emergencies

Name: _____

E-mail: _____

Office Phone: _____

Cell Phone: _____

First Day of Instruction: _____

Last Day of Instruction: _____

COMMUNITY ROOTS ACADEMY (“CRA”)

On-Site Principal or Lead Administrator

Name: _____

E-mail: _____

Office Phone: _____

Cell Phone: _____

On-Site Assistant Principal or Administrator Next in Charge

Name: _____

E-mail: _____

Office Phone: _____

Cell Phone: _____

On-Site Contact for Health Emergencies

Name: _____

E-mail: _____

Office Phone: _____

Cell Phone: _____

First Day of Instruction: _____

Last Day of Instruction: _____

Exhibit A
SHARED USE AGREEMENT

SCHOOL HOURS

OCASA

Before-school program hours: _____

Start of School: _____

End of School: _____

After-school program hours: _____

CRA

Before-school program hours: _____

Start of School: _____

End of School: _____

After-school program hours: _____

HOLIDAY/BREAK SCHEDULE – Please attach 2019-20 Calendars

OCASA: _____

CRA: _____

ACCESS

OCASA will instruct its employees and students to utilize the following gate for entry and exit to the campus: _____

OCASA will instruct its visitors to utilize:

() The gate identified for entry and exit to the campus. OCASA will be responsible for monitoring the gate to control access.

() The front gate to the campus used by CRA and OCASA will comply with CRA's visitor policy. OCASA shall have one of its employees escort the visitor to and from its area.

Exhibit A
SHARED USE AGREEMENT

EXCLUSIVE SPACE

OCASA will occupy the following areas exclusively: 13 classrooms, administrative office space, teacher work room and portable classroom P-10 on CRA's portion of the campus as a special education classroom. Rooms to be exclusively occupied by OCASA are highlighted in purple on the map provided by OCASA, which is enclosed as part of Exhibit "A". Room P-10 is not designated on the map because it is not located on OCASA's portion of the campus.

SHARED SPACE

OCASA use of shared space is agreed upon as follows:

Area	Max. Daily Allocation to OCASA for 2019-20*	Daily/Weekly OCASA Schedule
Multi-Purpose Room	29.7%	
Faculty Lounge/Dining	29.7%	
Nurse's Office	29.7%	
Custodial Closets	29.7%	
Faculty Restrooms	29.7%	
Student Restrooms	29.7%	
Room E-1 Office	29.7%	
Library	29.7%	
Kitchen	29.7%	
Upper Grade Playground	29.7%	
Primary Grade Playground	29.7%	

Lower Field, including Blacktop and Playground Areas	29.7%	
Playground Areas Wrapping Around Back Side of Classroom Buildings	29.7%	
Lunch Tables and Shaded Outdoor Eating Area on the Upper and Lower Areas of Campus	29.7%	
Parking	29.7%	
Baseball Diamonds and Hardcourts	29.7%	

Shared use space that is identified on the map provided by OCASA is highlighted in orange and enclosed as part of Exhibit “A”. Other shared use space, such as outdoor and playground space, parking, baseball diamonds and hardcourts, some restrooms and custodial space, does not appear on the map and is therefore not highlighted, but is included as shared use space nonetheless.

*The Proposition 39 Implementing Regulations require shared space to be shared proportionately. The percentage for OCASA’s use is calculated based upon OCASA’s proportion of total projected in-District ADA vs. the projected in-District ADA of CRA for the 2019-20 school year, unless otherwise agreed by the two charter schools. OCASA’s proportionate share may adjust during subsequent school years as provided in Section 1F of the Agreement.

EXHIBIT A
SHARED USE AGREEMENT

Calendars for the Shared Use Areas shall be available to both schools and located at:

OCASA's Principal and/or his/her designee shall meet with the CRA Principal and/or his/her designee every _____ at _____ to discuss upcoming events and /or any other issues that may arise.

Executed at _____ on the _____ of _____, 20__

Authorized OCASA Representative

Authorized CRA Representative

Exhibit B
2019-20 School Year Facilities Costs
Pro Rata Share Calculations

CUSD Campus: Crown Valley Elementary School

Charter School: OCASA

M = OCASA Projected ADA 304.23

N = CRA Projected ADA 720.1

% of Shared Use Space = $\frac{\text{OCASA Projected ADA (M)}}{\text{Total OCASA and CRA Projected ADA (M+N)}}$

% = 29.7

Exclusive Use Space Square Footage

OCASA Teaching Station Square Footage = 12,000

OCASA Office Space Square Footage = 960

OCASA Teacher Work Room = 480

OCASA Special Education Classroom = 619

Total OCASA Exclusive Use Square Footage at Crown Valley Elementary School = 14,059

Pro Rata Share Calculations

A = 14,059 A = OCASA's Exclusive Use Square Footage of Teaching Stations and Administrative Office Space

B = 2,643 B = Total OCASA Shared Use Space Square Footage Obligation (See Attached Shared Use Space Calculation Worksheet)

C = \$5.46 C = 2019-20 Facilities Costs Per Square Foot

W = A * C \$76,762.14 W = OCASA Exclusive Use Pro Rata Share Amount

X = B * C \$14,430.78 X = OCASA Shared Use Pro Rata Share Amount

Y = W + X \$91,192.92 Y = Annual Pro Rata Share Charge before 25% fee reduction

Z = Y * 75% \$68,394.69 Z = TOTAL ANNUAL PRO RATA CHARGE TO OCASA

Exhibit B**2019-20 School Year Facilities Costs
Pro Rata Share Calculations****SHARED USE SPACE CALCULATION**

Area, Per Exhibit A	Area Square Footage	Charter % (2019-20)	Charter School Pro-Rata Share
Multi-Purpose Room	3,904	29.7%	1159
Faculty Lounge/Dining	699	29.7%	208
Nurse's Office	339	29.7%	101
Custodial Closets	466	29.7%	138
Faculty Restrooms	269	29.7%	80
Student Restrooms	1227	29.7%	364
Room E-1 Office	258	29.7%	77
Library	1,433	29.7%	426
Kitchen	303	29.7%	90
Upper Grade Playground	N/A	29.7%	N/A
Primary Grade Playground	N/A	29.7%	N/A
Lower Field, including Blacktop and Playground Areas	N/A	29.7%	N/A
Playground Areas Wrapping Around Back Side of Classroom Buildings	N/A	29.7%	N/A
Lunch Tables and Shaded Outdoor Eating Area on the Upper and Lower Areas of Campus	N/A	29.7%	N/A
Parking	N/A	29.7%	N/A

Baseball Diamonds and Hardcourts	N/A	29.7%	N/A

Total OCASA School Shared Use Space Square Footage Obligation (for 2019-20):
2,643

Function	Unrestricted General Fund	17-18
7690	General Admin: Fac Planning	529,448
8100	M&O	21,786
8105	M&O Overhead: Restricted	822,369
8106	M&O Overhead: Unrestricted	994,874
8107	Operational Services	0
8110	RR Buildings	13,117,329
8120	RR Grounds	652,497
8200	Operations: Utilities	12,688,498 *
8210	Operations: Custodial	10,621,924 *
8220	Grounds	3,259,426
8230	District Vehicles	400,635
8300	Security	218,930
8310	Safety & Training	106,992
8500	Facilities Acquist&Construction	104,306
8500	Deferred Maintenance	2,137,402
Total		45,676,415
*	Less Operations cost if self funding	23,310,422
GRAND TOTAL		22,365,993
Square footage of District		4,100,000
In district square feet (exclusive & shared)		16,702
Per Square Foot		5.46
Pro rata charge before fee reduction		91,192.92
Total Pro Rata with 25% reduction		68,394.69

EXHIBIT C



**Capistrano Unified School District
Site Improvement Project Request Form
(Site or Community Sponsored Modifications to CUSD Property)**

Written authorization is required from the Department of Facilities/Maintenance and Operations before proceeding with any site (building and/or grounds) improvement. Please allow thirty (30) days for Facilities/Maintenance and Operations to review your Site Improvement Request.

1. Date: _____
2. School: _____
3. Contact Name: _____
4. Contact Organization: _____ Daytime Phone: _____
5. Contact Address: _____
6. Describe Proposed Project: _____

7. Please attach a site plan and show the proposed project location.
8. Cost estimate for proposed project (including planning, design, materials, implementation, etc.): _____

9. Will there be ongoing costs for proposed project once implemented? Yes No
10. List funding source (s) SIP, PTA, etc. and CUSD SACS budget code: _____

11. Are funds available now? Yes No
12. Anticipated implementation schedule: (please identify month, day and year)
Start Date: ____/____/____ Completion Date: ____/____/____
13. Please provide any additional information (such as: photos, drawings or specifications) that might be helpful to Facilities/Maintenance and Operations in its evaluation of your request: _____

**SITE IMPROVEMENT REQUEST FORM
SITE ADMINISTRATOR APPROVAL**

I am aware of the proposed project described above (initial) _____

I have the following comments/concerns: _____

I support this project

Site Principal's Signature: _____

Site: _____

Phone: () _____

Date: _____

Facilities Approval _____

Signature: _____

Date: _____

M&O Approval _____

Signature: _____

Date: _____

Comments: _____

EXHIBIT D

FIRST AMENDMENT TO THE AMENDED AND RESTATED JOINT FACILITIES USE AGREEMENT

CROWN VALLEY ELEMENTARY SCHOOL

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED JOINT FACILITIES USE AGREEMENT, CROWN VALLEY ELEMENTARY SCHOOL, (the "First Amendment") is made and entered into to be effective on the 26th day of May, 2016 ("Effective Date"), by and between the City of Laguna Niguel, a municipal corporation, hereinafter the "City", and the Capistrano Unified School District hereinafter the "District."

RECITALS:

1. The Laguna Niguel Community Services District ("LNCSD"), which was a subsidiary district of the City of Laguna Niguel, and the District entered into a Joint Facilities Use Agreement on November 1, 1994, ("Joint Facilities Use Agreement") that provides for the renovation, use and maintenance of two Ball Fields ("Ball Fields") located at Crown Valley Elementary School ("CVES").
2. The Ball Fields were renovated by LNCSD and have continued to be used, operated and maintained in accordance with the Joint Facilities Use Agreement.
3. In 1998, LNCSD, pursuant to written authorization from the District, installed and began operating and maintaining sports lights at the Ball Fields at CVES.
4. LNCSD and the District entered into the First Amendment to the Joint Facilities Use Agreement effective June 10, 2002, to provide for the renovation, use, and maintenance of the field located at CVES that is adjacent to the Ball Fields and that was being used for youth sports activities (the "Upper Field").
5. Effective May 16, 2005, LNCSD was dissolved and the City of Laguna Niguel became the successor agency to LNCSD, including assuming the contractual obligations contained in the Joint Facilities Use Agreement and the First Amendment to the Joint Use Agreement.
6. Effective July 17, 2012, the City and the District entered into the Amended and Restated Joint Facilities Use Agreement for Crown Valley Elementary School (the "Amended and Restated Agreement"), which provides for the City and District continuing to work together to provide for the use, operation and maintenance of the Ball Fields and the Upper Field and to provide for refurbishment and conversion of two tennis courts at CVES to a Pickleball facility.
7. The Amended and Restated Agreement provides, in paragraph 9, that the term of the agreement shall be for 50 years commencing on November 1, 1994, and that after 20 years, either party may terminate the agreement by providing to the other party written notice for such a

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termination and that the written notice of the termination must be given at least one year prior to the date of termination.

8. As of October 31, 2014, 20 years has run since November 1, 1994, and neither party has terminated the Amended and Restated Agreement.

9. The City, as provided for in the Amended and Restated Agreement, has successfully used, operated and maintained the Ball Fields, the Upper Field and the Pickleball facility ("CVES Facilities") since November 1, 1994, and intends to continue to use, operate and maintain the CVES Facilities for the remainder of the fifty (50) year term.

10. The District has no present or future plans for CVES that would prohibit, preclude or interfere with the City's use of the CVES Facilities as set forth in the Amended and Restated Agreement.

11. The City and the District desire to amend paragraph 9 (Term) of the Amended and Restated Agreement to provide for an additional approximately eighteen and one half (18 1/2 years before the Amended and Restated Agreement could be terminated by either party. Additionally the parties desire to amend the Amended and Restated Agreement to clarify City obligations with regard to any future improvements the City constructs or installs at CVES.

AGREEMENT:

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

1. Paragraph 9 on Term of the Amended and Restated Agreement is amended to read as follows:

9. Term. The term of this agreement shall be for fifty (50) years commencing November 1, 1994. After forty (40) years from that date, either party may terminate this agreement by providing to the other party written notice of such termination. The written notice of the termination must be given at least one (1) year prior to the date of termination.

2. A new Paragraph 20 is added, which states:

20. Construction and Installation of Improvements by City. Prior to constructing or installing any improvements at CVES, the City shall obtain written approval from the District. Said written approval may be conditioned upon approval of the plans and specifications or other considerations as deemed appropriate by the District. City may not use or operate any improvements constructed or installed by the City at CVES until the project is closed-out and certified by the Division of the State Architect ("DSA"). City shall provide evidence of close-out and certification, in a

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form acceptable to the District. Such documentation shall be sent to the Executive Director of Facilities/M&O. If the evidence of DSA close-out and certification is acceptable to the District, the District will provide written authorization to use and operate the City's improvement. Use and/or operation of the City's improvement prior to District authorization shall be considered a breach of this Amended and Restated Agreement. The provisions of this Paragraph shall only apply to the construction or installation of improvements, including the modification or addition to existing improvements, by the City at CVES after the Effective Date of this First Amendment.

3. Binding Effect: Partial Invalidity. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. If any provision of this First Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this First Amendment or the Amended and Restated Agreement.

4. Full Force and Effect; No Other Amendments. The Amended and Restated Agreement is hereby modified with respect to the terms set forth, and any other portion thereof as necessary to implement the foregoing. Except as specifically set forth in this First Amendment, the Amended and Restated Agreement shall remain unmodified and in full force and effect as executed by the parties.

5. Electronic/Facsimile Signatures. In order to expedite the execution of this First Amendment, scanned or faxed signatures may be used in place of original signatures on this document. The parties intend to be bound by the signatures on the scanned or faxed document, are aware that the other party will rely on the scanned or faxed signatures, and hereby waive any defenses to the enforcement of the terms of this First Amendment based on the form of signature.

6. Counterparts. This First Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

7. Inconsistencies. In the event of any inconsistency between the terms of this First Amendment and those of the Amended and Restated Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Amended and Restated Joint Facilities Use Agreement as of the date first above written.


"CITY"

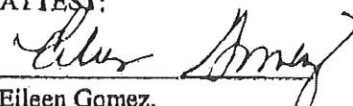
CITY OF LAGUNA NIGUEL

11/03/15

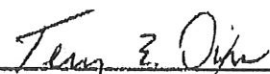
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By: 
Rod Foster
Title: City Manager

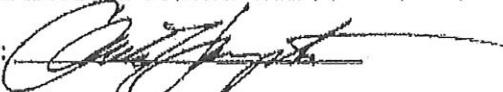
ATTEST:

Eileen Gomez,
City Clerk

APPROVED AS TO FORM BY
THE CITY ATTORNEY FOR THE
CITY OF LAGUNA NIGUEL,
CALIFORNIA


Terry E. Dixon, Esq. 7/13/16
City Attorney

"DISTRICT"

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: 
Title: Deputy Superintendent

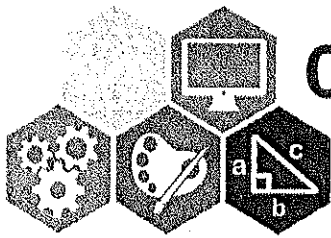
APPROVED AS TO FORM

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Exhibit E



Orange County Academy of Sciences and Arts

BOARD OF TRUSTEES

SOPHIE LÉGUILLLETTE
PRESIDENT

TODD KEENER
VICE PRESIDENT

DR. MICHAEL YADLOWSKY
TREASURER

DR. ALYSSA OLGUIN
SECRETARY

KRISTIN BAUER
PARENT LIAISON

EXECUTIVE DIRECTOR
KAPH MATHIR

Hand Delivered

November 1, 2018

Superintendent Kirsten Vital
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

RE: Request for Proposition 39 Facilities for the 2019-20 School Year

Dear Superintendent Vital:

I am writing on behalf of the Orange County Academy of Sciences and Arts Charter School ("Charter School") to request reasonably equivalent school facilities from the Capistrano Unified School District ("District") pursuant to Education Code Section 47614 (i.e., Proposition 39) and Title 5 of the California Code of Regulations ("CCR") Section 11969.1 through 11969.11, as amended ("Implementing Regulations").

Proposition 39, passed by the voters of California on November 7, 2000, requires school districts to make available, to each charter school operating within the school district, school facilities sufficient for each charter school to accommodate all of the charter school's in-district students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other public schools of the school district. Facilities provided shall be contiguous, furnished, and equipped, and shall remain the property of the school district. In addition, the school district must make reasonable efforts to provide the charter school with facilities near to where the charter school desires to be located. (See Education Code Section 47614(b)).

The Proposition 39 Implementing Regulations, adopted by the State Board of Education ("SBE") in 2002, and amended in 2008, require the Charter School to make an annual written request for facilities. Title 5 CCR Section 11969.9(c)(1) specifies the information that must be included in the annual facilities request. This request, along with the information submitted herewith, meets and exceeds the requirements of Education Code Section 47614 and the Implementing Regulations.

29292 CROWN VALLEY PARKWAY, LAGUNA NIGUEL, CA 92677
TELEPHONE: (949) 269-3290 WWW.OCASACHARTER.ORG

Projected Average Daily Attendance (ADA)

In accordance with Education Code Section 47614(b)(2), the District is required to allocate school facilities to the Charter School for the following school year based upon a projection of average daily classroom attendance provided by the Charter School.

The Charter School's Governing Board has determined that a reasonable projection of the Charter School's in-District average daily classroom attendance for the 2019-20 school year is 439.44. The following is a break down of the Charter School's projected average daily attendance ("ADA") as required by 5 CCR Section 11969.9(c)(1). The Charter School's ADA figures are based on the methodology outlined in the following section.

Please note:

- "Prior year" means the fiscal year prior to the year in which a facilities request is made. For this request, the prior year is 2017-18.
- "Current year" means the fiscal year in which a facilities request is made. For this request, the current year is 2018-19.
- "Request year" means the fiscal year for which facilities are being requested. For this request, the request year is 2019-20.

Table 1: Total ADA

A	B	C	D
Grade Level	<u>Actual Total</u> <u>Prior Year</u> (P-2)	<u>Projected Total</u> <u>Current Year</u>	<u>Projected Total</u> <u>Request Year</u>
K	47.65	54.62	70.85
1	38.89	48.57	96.89
2	42.68	40.97	65.18
3	32.25	47.36	54.28
4	42.5	31.62	43.89
5	28.77	42.08	51.30
6	28.54	27.84	42.20
7	20.21	29.65	42.07
8	0.00	21.29	25.91
Total	281.49	344.00	492.57

29292 CROWN VALLEY PARKWAY, LAGUNA NIGUEL, CA 92677
TELEPHONE: (949) 269-3290 WWW.OCASACHARTER.ORG

Table 2: Total In-District ADA

A	B	C	D
Grade Level	<u>Actual Total</u> <u>Prior Year (P-</u> <u>2)</u>	<u>Projected</u> <u>Total</u> <u>Current Year</u>	<u>Projected</u> <u>Total</u> <u>Request Year</u>
K	32.76	43.65	70.85
1	32.31	31.14	79.46
2	36.35	34.19	58.40
3	25.98	40.95	47.87
4	37.65	24.11	36.38
5	24.92	38.65	47.87
6	23.88	24.89	39.25
7	18.10	23.00	35.42
8	0.00	19.32	23.94
Total	231.95	279.90	439.44

Table 3: Total Classroom ADA

A	B	C	D
Grade Level	<u>Actual Total</u> <u>Prior Year (P-</u> <u>2)</u>	<u>Projected</u> <u>Total Current</u> <u>Year</u>	<u>Projected</u> <u>Total</u> <u>Request Year</u>
K	47.65	54.62	70.85
1	38.89	48.57	96.89
2	42.68	40.97	65.18
3	32.25	47.36	54.28
4	42.5	31.62	43.89
5	28.77	42.08	51.30
6	28.54	27.84	42.20
7	20.21	29.65	42.07
8	0.00	21.29	25.91
Total	281.49	344.00	492.57

29292 CROWN VALLEY PARKWAY, LAGUNA NIGUEL, CA 92677
 TELEPHONE: (949) 269-3290 WWW.OCASACHARTER.ORG

Table 4: Total In-District Classroom ADA

A	B	C	D
Grade Level	<u>Actual Total</u> <u>Prior Year (P-</u> <u>2)</u>	<u>Projected</u> <u>Total Current</u> <u>Year</u>	<u>Projected</u> <u>Total</u> <u>Request Year</u>
K	32.76	43.65	70.85
1	32.31	31.14	79.46
2	36.35	34.19	58.40
3	25.98	40.95	47.87
4	37.65	24.11	36.38
5	24.92	38.65	47.87
6	23.88	24.89	39.25
7	18.10	23.00	35.42
8	0.00	19.32	23.94
Total	231.95	279.90	439.44

The following tables represent the projected **in-District ADA** (from Table 2 above) and **in-District classroom ADA** (from Table 4 above) broken down by grade level and the school in the District the pupils are otherwise eligible to attend. (5 CCR Section 11969.9(c)(2).)

Table 5: In-District ADA Broken Down by Grade Level and District Schools Where Pupils Would Otherwise Attend:

School Name/Grade	K	1	2	3	4	5	6	7	8
Aliso Viejo MS							8.62	6.70	5.74
Ambuehl ES	4.79	2.87	2.87	2.87	0.96	8.62			
Avila ES	3.83	4.79	3.83	1.91	1.91	1.91			
Avila MS		0.96					4.79	0.96	1.91
Ayer MS							1.91		0.96
Bathgate ES		1.91	1.91	2.87	0.96	0.96			
Benedict ES	0.96	1.91	0.96	0.96	0.96	0.96			
Bergeson ES	4.79	2.87	4.79	2.87	1.91	2.87			
Canyon Vista ES	1.91	3.83		1.91		0.96			
Castille ES		0.96	5.74	0.96	0.96				
Chaparral ES	0.96	1.91		0.96	1.91	0.96			
Concordia ES	0.96	3.83	0.96	0.96	0.96	0.96			
Dana ES	1.91	1.91	0.96	0.96	0.96	1.91			
Del Obispo ES	0.96	2.87	1.91	0.96	0.96				

29292 CROWN VALLEY PARKWAY, LAGUNA NIGUEL, CA 92677

TELEPHONE: (949) 269-3290 WWW.OCASACHARTER.ORG

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Prepared by: Rich Montgomery, Assistant Superintendent, Human Resource Services, Grades 6-12, K-8, Alternative Education

Date: June 26, 2019

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.

Classified activity lists may include a variety of "Temporary Additional Assignments" or TAAs. These are brief assignments in which an employee is to perform a task outside of his or her normal working hours and outside of his or her regular responsibilities. These tasks may include attending a required meeting, working at a school open house, helping at registration, and the like. These TAAs are performed at the normal hourly rate of pay for the work to be done, and are approved for a number of hours not to exceed (NTE) a specified amount. After the assignment is completed, the Payroll Department will receive an employee timesheet, signed by a supervisor, showing the time worked on the TAA. The Payroll Department will determine whether the hours worked were approved and will pay the employee for the hours worked, up to the approved amount. If the employee works fewer than the approved number of hours, s/he is paid only for the number of hours worked. If the assignment cannot be completed within the approved number of hours, a new request must be submitted for the estimated amount of work remaining.

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, Assistant Superintendent, Human Resource Services,
Grades 6-12, K-8, Alternative Education

APPROVED BY: Tim Brooks, Associate Superintendent, Human Resource Services

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 26, 2019
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Clark, Christopher	IF-SpEd	Voluntary	04/11/2011	05/31/2019
2. Hess, Michael	Maintenance Planner	Retirement	10/31/1994	06/30/2019

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
1. Cox, Ashleigh	Elem Sch Clerk	\$3933.39	26-06	07/25/2019

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
2. Becker, Anne	Student Supvr	\$12.58	12-01	08/20/2019
3. Berman, Kathryn	Student Supvr	\$12.58	12-01	08/20/2019
4. Coles, Amanda	Student Supvr	\$12.58	12-01	08/20/2019
5. De La Paz, Catalina	Student Supvr	\$12.58	12-01	08/20/2019
6. Del Castillo, Natalie	Student Supvr	\$12.58	12-01	08/20/2019
7. Delgado, Noelia	Student Supvr	\$12.58	12-01	08/20/2019
8. Finley, Mila	Student Supvr	\$12.58	12-01	08/20/2019
9. Gutierrez, Laura	Student Supvr	\$12.58	12-01	08/20/2019
10. Hernandez, Leticia	Student Supvr	\$12.58	12-01	08/20/2019
11. Kelly, Janice	Student Supvr	\$12.58	12-01	08/20/2019
12. Kelly, Jennifer	Student Supvr	\$12.58	12-01	08/20/2019
13. Lucero-MacAfee, Christina	Student Supvr	\$12.58	12-01	08/20/2019
14. Messerschmidt, Amy	Student Supvr	\$12.58	12-01	08/20/2019
15. Morales, Aimee	Student Supvr	\$12.58	12-01	08/20/2019
16. Morrow, Kara	Student Supvr	\$12.58	12-01	08/20/2019
17. Murrillo, Karen	Student Supvr	\$12.58	12-01	08/20/2019
18. Olmeda, Martha	Student Supvr	\$12.58	12-01	08/20/2019
19. Puckett, Dana	Student Supvr	\$12.58	12-01	08/20/2019
20. Rieden, Amy	Student Supvr	\$12.58	12-01	08/20/2019
21. Rivera-Sanders, Julia	Student Supvr	\$12.58	12-01	08/20/2019

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 26, 2019
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
22. Soucek, Raquel	Student Supvr	\$12.58	12-01	08/20/2019
23. Stairs, Krista	Student Supvr	\$12.58	12-01	08/20/2019
24. Staviski, Anna	Student Supvr	\$12.58	12-01	08/20/2019
25. Suttle, Deborah	Student Supvr	\$12.58	12-01	08/20/2019
26. Vergel de Dios, Kim	Student Supvr	\$12.58	12-01	08/20/2019
27. Williams, Michelle	Student Supvr	\$12.58	12-01	08/20/2019

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
28. Jindra, Darrin	HS Asst Principal-CL (11mo/40hpw)	HS Asst Principal- CL (12mo/40hpw)	50-06	07/01/2019

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PRINCIPAL K-8 CAPISTRANO HOME/VIRTUAL SCHOOL

DEFINITION

Under direction from district administrators, the Principal serves as the chief administrative officer of an educational program to facilitate the development of a professional learning community; use data to guide decisions and improve student learning; direct the formulation and implementation of operational procedures and practices; plan, develop, and implement instructional objectives; design and implement procedures to evaluate instructional program effectiveness; assist in planning and conducting staff development opportunities; plan, develop, and carry out public and community relations activities.

EXAMPLES OF DUTIES

The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this classification.

- Plan, collaborate, implement, direct and evaluate the curriculum development and instructional goals and processes designed to meet the unique needs of students and community in a home/virtual program.
- Assist the educational community in understanding the site, District and state and federal goals and objectives, and the strategies utilized for achieving them. Expand public awareness and outreach to broaden support of alternative education programs and public schools.
- Work closely with school staff to identify instructional goals in conjunction with Major District Objectives; develop long- and short-range plans to improve the instructional process.
- Work to establish a results-based school culture through the continuous collection, examination and use of data; initiate ongoing opportunities for teachers, students, and parents to understand and utilize data as a means to improve instruction and learning.
- Plan, develop, organize, confer and administer support systems and intervention programs which provide optimal and/or alternative learning opportunities for all students.
- Review, evaluate, requisition, purchase, and allocate instructional resources, supplies, and equipment to enhance programs and support schoolwide goals.
- Confer and consult with school and District personnel, parents, and pupils pertaining to academic and behavioral issues and establish alternative interventions.
- Direct, supervise, observe, assess, and evaluate site personnel performance. Ensure that all levels of staff adhere to District, state, and national educational and professional standards.
- Establish and maintain teamwork, collaboration, and a collegial working environment.
- Confer with instructional and support personnel in developing alternative solutions to unusual or unforeseen problems.
- Participate in budget planning activities, and develop expenditure review and control procedures to ensure an appropriate and cost beneficial/effective operations. May be responsible for managing, monitoring, and evaluating specially funded programs to ensure compliance with funding agency standards and guidelines.
- Participate in the planning, development, implementation, interpretation, and administration of policies, rules, and regulations, and negotiated employee agreements.
- Coordinate student and family assistance programs with interdepartmental agencies and youth services as needed.

PRINCIPAL K-8 CAPISTRANO HOME/VIRTUAL SCHOOL

Page 2

QUALIFICATIONS

Knowledge of:

Applicable sections of the State Education Code and other applicable laws and collective bargaining agreements; applicable state and federal advisory documents, the State and Federal Framework in all subjects taught and District curriculum standards as appropriate; principles, theories, practices, methods and techniques used in curriculum development and classroom instruction; principles of school based management and shared decision making; human relations, conflict resolution strategies and team building principles and techniques; current trends and research concerning the growth and development of school-age students; child guidance principles and practices; community relations; result and performance evaluation techniques pertaining to program and personnel performance effectiveness; school improvement goals and objectives.

Ability to:

Manage, lead, and direct the functions and activities of a school; demonstrate effective instructional, organizational, and administrative leadership; read, interpret, apply, and explain rules, regulations, policies, and procedures; supervise, evaluate and discipline subordinates; establish and maintain professional relationships with pupils, parents, community members, colleagues and staff; maintain awareness of community resources available to assist students; motivate students to develop skills, attitudes and knowledge needed to provide a good foundation for education, in accordance with each pupil's ability; assist school staff in improving the academic progress of the school site; analyze and evaluate data for specific use; demonstrate organizational, time management, analytical and problem solving skills; prepare the annual budget, monitor and administer the budgetary expenditures; effectively communicate orally and in writing; use interpersonal techniques with tact, patience and courtesy; maintain confidentiality; prioritize workload and conflicting demands; comply with the District's customer service standards, as outlined in Board Policy.

Education:

Equivalent to the completion of a Master of Arts or higher degree in educational administration, instructional technology, or a closely related field.

Experience:

Five years of successful teaching experience or equivalent, and a minimum of three years in an administrative or leadership capacity.

Certification Requirement:

Valid California teaching Credential; Valid California Administrative Services credential.

06/19

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
June 12, 2019
EDUCATION CENTER – BOARD ROOM

President Jones called the meeting to order at 4:01 p.m.

**Call to Order/
Adjourn to Closed
Session
Closed Session
Comments**

The following speakers addressed the Board:

- *James Bevington, spoke regarding student expulsions*
- *Whitney Harrington, spoke regarding student expulsions*

The Board recessed to closed session to discuss: Conference with Legal Counsel – Anticipated Litigation; Conference with Legal Counsel – Existing Litigation; Student Expulsions; Conference with Labor Negotiators; Liability Claims; Public Employee Employment/Appointment; Public Employee Discipline/Dismissal/Release; and Public Employment and Evaluation of Performance.

The Board reconvened to Open Session to discuss Expulsion No. 2019-068 at 4:09 p.m. The following speakers addressed the Board:

- *Mr. Pereira, spoke regarding Expulsion No. 2019-068*

The Board recessed to closed session at 4:39 p.m.

The regular meeting of the Board of Trustees was called to order by President Gila Jones at 7:03 p.m.

ROLL CALL:

Present: Trustees Bullockus, Hanacek, Holloway, Jones, McNicholas, Pritchard and Reardon.

Absent: None

The Pledge of Allegiance was led by Julie Boucher, Opportunities for Learning.

**Pledge of
Allegiance
Permanent Record**

The Board meeting discussion related to each of the items on the public agenda is on file in the Superintendent's office as a matter of the permanent record. An audio recording of the meeting is available on the District website: www.capousd.org

It was moved by Trustee McNicholas seconded by Trustee Reardon and motion carried by a 7-0 roll call vote to adopt the Regular Board agenda with the exception of Item #43 being pulled from the agenda.

**Adoption of the
Board Agenda**

AYES: Trustees Bullockus, Hanacek, Holloway, Jones, McNicholas, Pritchard and Reardon

NOES: None

ABSENT: None

President Jones asked Colleen Hayes, Manager II - Board Operations/ Superintendent's Office to read the report out of closed session:

**President's Report
from Closed
Session Meeting**

Agenda Item #3A– Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation – One Case
No reportable action.

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
June 12, 2019
EDUCATION CENTER – BOARD ROOM**

Initiation of Litigation – One Case
No reportable action.

Significant Exposure to Litigation – Four Cases

Trustees voted 7-0 to approve the staff recommendation on the following cases:

- ADR Case Number 20190425
- ADR Case Number 20190426
- ADR Case Number 20190430
- ADR Case Number 20190508

Significant Exposure to Litigation – One Case

The following statement was read as the report out.

“In Closed Session tonight, the Board considered the ratification of a Settlement and Workout Agreement with REC Solar Commercial Corporation regarding: Purchase Order #L68A0458; Vendor #V68157069; and Bid/Requisition #L6805535. This was negotiated by Clark Hampton, Deputy Superintendent, Business and Support Services for the District under delegate authority previously given to him by the Board. In Closed Session, the Board ratified the settlement and Workout Agreement by Unanimous Vote.”

Agenda Item #3B – Conference with Legal Counsel – Existing Litigation

Significant Exposure to Litigation – One Case

Trustees voted 7-0 to approve the staff recommendation on the following case:

- Federal Case Number 8:18-cv-01896-JVS-DFM

Agenda Item #3C – Student Expulsions

Trustees voted 7-0 to approve staff recommendations on the following cases:

- Case # 2019-053
- Case # 2019-062
- Case # 2019-065
- Case # 2019-066
- Case # 2019-067
- Case # 2019-070
- Case # 2019-071
- Case # 2019-074

Trustees voted 7-0 to approve a suspended expulsion to San Clemente High School on the following case:

- Case # 2019-068

Agenda Item #3D – Conference with Labor Negotiators

No reportable action.

Agenda Item #3E – Liability Claim

Significant Exposure to Litigation – One Case

Trustees voted 7-0 to approve staff recommendation on:

- Rejection of Government Claim Nos. 1805765/1805766/1805767

Agenda Item #3F – Public Employee Employment/Appointment

Trustees voted 7-0 to approve staff recommendation to appoint Dr. Brad Baker to the position of Principal, Dana Hills High School.

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
June 12, 2019
EDUCATION CENTER – BOARD ROOM

Agenda Item #3G – Public Employee Discipline/Dismissal/Release

Trustees voted 7-0 to approve staff recommendation.

Agenda Item #3H – Public Employee and Evaluation of Performance

No reportable action.

Perfect Attendance Grade K through Grade 12:

Patrick Hangan was recognized for perfect attendance.

**Special
Recognitions**

Extra Milers

Opportunities for Learning Charter 2019 Graduates

Tonight we are recognizing Opportunities for Learning Charter graduates who live within the District boundary.

Capistrano Connections Academy Charter 2019 Graduates

Tonight we are recognizing Capistrano Connections Academy Charter graduates who live within the District boundary.

Superintendent Vital reported on the various activities at our sites in the past weeks. Trustee Hanacek congratulated Dr. Brad Baker, Principal-Dana Hills High School. Trustee Jones congratulated Dr. Brad Baker, Principal-Dana Hills High School. Trustee McNicholas congratulated Dr. Brad Baker, Principal-Dana Hills High School.

**Board and
Superintendent
Comments**

The following speakers addressed the Board:

**Oral
Communications**

- Fernanda Villalba, teacher, SJHHS spoke regarding transportation
- David Fernandez, student, SJHHS spoke regarding transportation
- Martha Aquilar, spoke regarding transportation
- Denise Alvarado, OPA-SOC Principal

At 7:35 p.m., President Jones opened the Public Hearing on 2019-2020 Special Education Local Plan Area Annual Service Plan and Annual Budget.

**Public Hearing:
2019-2020 Special
Education Local
Plan Area Annual
Service Plan and
Annual Budget
Plan**

President Jones closed the public hearing at 7:36 p.m.

At 7:37 p.m., President Jones opened the Public Hearing on Public Hearing: Grade K-5 Science Instructional Materials; Grade 6-8 Science Instructional Materials; Grade 10-12 Advanced Placement Statistics Instructional Materials; Grade 12 International Baccalaureate Global Politics Instructional Materials.

**Agenda Item 1
Public Hearing:
Grade K-5 Science
Instructional
Materials; Grade
6-8 Science
Instructional
Materials; Grade
10-12 Advanced
Placement
Statistics
Instructional
Materials; Grade
12 International
Baccalaureate**

The following speakers addressed the Board:

- *Michele Ploessel-Campbell, parent, spoke regarding Instructional Materials*

President Jones closed the public hearing at 7:38 p.m.

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
June 12, 2019
EDUCATION CENTER – BOARD ROOM

**Global Politics
Instructional
Materials
Agenda Item 2
Public Hearing:
California School
Employees
Association's
Initial Proposal
for Negotiations
and Capistrano
Unified School
District's Initial
Proposal to
California School
Employees
Association for
2019-2020
Negotiations
Agenda Item 3
Consent Calendar**

At 7:38 p.m., President Jones opened the Public Hearing on California School Employees Association's Initial Proposal for Negotiations and Capistrano Unified School District's Initial Proposal to California School Employees Association for 2019-2020 Negotiations.

President Jones closed the public hearing at 7:38 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.

President Gila Jones asked Trustees for items they wished to pull from the Consent Calendar. Item 43 was pulled by staff.

It was moved by Trustee Reardon, seconded by Trustee Holloway, motion carried by a 7-0 Roll Call vote to approve the following Consent Calendar with the exception of items 43 pulled by staff.

AYES: Trustees Bullockus, Hanacek, Holloway, Jones,
McNicholas, Pritchard and Reardon
NOES: None
ABSENT: None

Approval of donations of funds and equipment.

**Donation of Funds
and Equipment
Agenda Item 4
Purchase Orders,
Commercial
Warrants and
Previously Board-
Approved Bids
and Contracts
Agenda Item 5
Independent
Contractor,
Professional**

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2).

Approval of the District standardized Independent Contractor, Professional Services, Field Service and Master Contract agreements.

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
June 12, 2019
EDUCATION CENTER – BOARD ROOM**

Approval of Award of Bid No. 1819-12, Fresh Produce (Fruit and Vegetables) Products and Services Category 1 to Better Life Organics DBA Charlie's Produce.

**Services, Field
Service, and
Master Contract
Agreements
Agenda Item 6
Award Bid No.
1819-12, Fresh
Produce (Fruits
and Vegetables)
Products and
Services, Category
1 – Better Life
Organics DBA
Charlie's Produce
Agenda Item 7**

Approval of Award of Bid No. 1819-20, Capistrano Valley High School Turf Replacement, Capistrano Valley High School Softball Scoreboard, and San Clemente High School Softball Scoreboard to Ohno Construction Company.

**Award Bid No.
1819-20,
Capistrano Valley
High School Turf
Replacement,
Capistrano Valley
High School
Softball
Scoreboard, and
San Clemente
High School
Softball
Scoreboard –
Ohno
Construction
Company**

Approval of Second Extension of Bid No. 1617-19, Milk and Dairy Products with Hollandia, Incorporated.

**Agenda Item 8
Second Extension
of Bid No. 1617-
19, Milk and
Dairy Products –
Hollandia Dairy,
Incorporated**

Approval of Second Extension of Bid No. 1718-08, Outsource Transportation Service with American Logistics Company, LLC.

**Agenda Item 9
Second Extension
of Bid No. 1718-
08, Outsource
Transportation
Service –
American
Logistics
Company, LLC
Agenda Item 10**

Approval of Second Extension of Bid No. 1718-10, Fresh Bread and Bakery Products with Galasso's Bakery

**Second Extension
of Bid No. 1718-
10, Fresh Bread
and Bakery
Products –**

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
June 12, 2019
EDUCATION CENTER – BOARD ROOM**

Approval of the renewal of the Limited Use License with Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) for student use of Arroyo Vista Park. Arroyo Vista K-8 School is located adjacent to Arroyo Vista Park in the City of Rancho Santa Margarita.

**Galasso's Bakery
Agenda Item 11
Limited Use
License with
Rancho Santa
Margarita
Landscape and
Recreation
Corporation for
the Use of Arroyo
Vista Park**

Approval of the renewal of the Limited Use License with Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) for student use of Tijeras Creek Park.

**Agenda Item 12
Limited Use
License with
Rancho Santa
Margarita
Landscape and
Recreation
Corporation for
Use of Tijeras
Creek Park**

Approval of 2019-2020 Internet Access Agreement Number 47945 with Orange County Superintendent of Schools (OCDE) to provide Internet access services to the District.

**Agenda Item 13
2019-2020
Internet Access
Agreement
Number 47945 –
Orange County
Superintendent of
Schools**

Approval of 2019-2020 Network Support Services Agreement Number 47944 with Orange County Superintendent of Schools (OCDE) to provide network support services to the District from July 1, 2019 through June 30, 2020.

**Agenda Item 14
2019-2020
Network Support
Services
Agreement
Number 47944 –
Orange County
Superintendent of
Schools
Agenda
Item 15**

Approval to utilize the State of California Multiple Award Schedule Contract No. 4-18-00-0085B, General Service Administration Schedule No. 121715-MCD and any subsequent revisions, amendments, and extensions awarded to Mohawk Commercial, Incorporated, for the purchase, warranty, and installation of floor covering products and related products, as needed by the District.

**State of California
Multiple Award
Schedule Contract
No. 4-18-00-0085b,
General Services
Administration
Schedule No.
121715-Mcd,
Purchase,
Warranty, and
Installation of
Floor Covering
Products and
Related Products**

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
June 12, 2019
EDUCATION CENTER – BOARD ROOM**

Approval to utilize the State of California Multiple Award Schedule Contract No. 4-19-78-0089B, General Services Administration Schedule No. GS-07F-5560P and any subsequent revisions, amendments, and extensions awarded to KYA Services, LLC, for the purchase, warranty, and installation of sports flooring surfaces and related services, as needed by the District.

**– Mohawk
Commercial,
Incorporated
Agenda Item 16
State of California
Multiple Award
Schedule Contract
No. 4-19-78-
0089B, General
Services
Administration
Schedule No. GS-
07F-5560P,
Purchase,
Warranty, and
Installation of
Sports Flooring
Surfaces and
Related Products
– KYA Services,
LLC**

Approval of the Master Services Agreement with PlanITROI for information technology services to dispose of chromebooks reaching end-of-life dates.

**Agenda Item 17
Master Services
Agreement –
PlanITROI**

Approval of Resolution No. 1819-46, Education Protection Act. On November 6, 2012, voters approved Proposition 30.

**Agenda Item 18
Resolution No.
1819-46,
Education
Protection Act**

Approval of Request for Allowance of Instructional Time Credit Due to Emergency Conditions.

**Agenda Item 19
Request for
Allowance of
Instructional Time
Credit Due to
Emergency
Conditions**

Approval of Request for Allowance of Attendance Due to Emergency Conditions. On March 29, 2019, Niguel Hills Middle School suffered a 33.13 percent material decrease in attendance.

**Agenda Item 20
Request for
Allowance of
Attendance Due to
Emergency
Conditions**

Approval of Charter Facilities Agreement with Oxford Preparatory Academy (OPA) to enter into an in-lieu arrangement where OPA will occupy the Barcelona Hills Elementary School campus.

**Agenda Item 21
Charter Facilities
Agreement for
2019-2024 –
Oxford
Preparatory
Academy**

Approval of Amendment No. 3 to Employment Agreement between the Board of Trustees of the District and Kirsten M. Vital, Superintendent.

**Agenda Item 22
Recommendation
to Approve**

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
June 12, 2019
EDUCATION CENTER – BOARD ROOM**

Approval of Amendment No. 2 to Amended Contract for Employment Agreement between the District and the Deputy Superintendent, Business and Support Services.	Amendment No. 3 to Employment Agreement Between the Board of Trustees of the Capistrano Unified School District and Kirsten M. Vital, Superintendent, August 26, 2014 – June 30, 2023 Agenda Item 23 Recommendation to Approve Amendment No. 2 to Amended Contract for Employment of Deputy Superintendent, Business and Support Services, July 1, 2016 – June 30, 2023 Agenda Item 24 Joint Powers Agreement with the Orange County Sheriff's Department Agenda Item 25 Digital Curriculum Solutions with Apex Learning Incorporated Agenda Item 26 Clarification of Prior College and Career Advantage Course Approvals Agenda Item 27 June 30, 2019 Data Collections of the Consolidated Application and Reporting System Agenda Item 28 2019-2020 Every Student Succeeds Act Local Control
Approval of the Joint Powers Agreement with the Orange County Sheriff's Department.	
Approval of the agreement to continue offering online classes with Apex Learning Incorporated will enable District students to continue taking courses using the District's currently adopted curriculum for Academic Intervention classes and Summer School classes.	
Approval of clarification of prior College and Career Advantage (CCA) course approvals.	
Approval of the June 30, 2019 Data Collections of the Consolidated Application and Reporting System.	
Approval of the 2019-2020 Every Student Succeeds Act Local Control Accountability Plan Federal Addendum.	92 of 124

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
June 12, 2019
EDUCATION CENTER – BOARD ROOM**

Approval of Addendum to the Agreement for Additional Schools Participating in the Inside the Outdoors School Program, Agreement Number S11046-18.

**Accountability
Plan Federal
Addendum
Agenda Item 29
Addendum to the
Agreement for
Additional Schools
Participating in
the Inside the
Outdoors School
Program,
Agreement
Number S11046-
18**

Approval of the 2019-2020 Local Control Accountability Plan (LCAP) and Annual Update.

**Agenda Item 30
2019-2020 Local
Control
Accountability
Plan and Annual
Update Agenda
Item 31**

Approval of the Native American Parent and Student Committee 2019-2020. The District has been awarded an Indian Education Formula Grant, and the 2019-2020 year will be year three of the four-year grant.

**Native American
Parent and
Student
Committee 2019-
2020**

Approval of Material Revisions to Charter of Opportunities for Learning (OFL) – San Juan Capistrano Charter School

**Agenda Item 32
Material Revisions
to Charter of
Opportunities for
Learning – San
Juan Capistrano
Charter School**

Approval of Memorandum of Understanding (MOU) with Oxford Preparatory Academy (OPA).

**Agenda Item 33
Memorandum of
Understanding
with Oxford
Preparatory
Academy**

Approval of the School Plans for Student Achievement (SPSA) and Budgets for the 2019-2020 school year.

**Agenda Item 34
School Plans for
Student
Achievement and
Budgets for 2019-
2020**

Approval of the Special Education Local Plan Area Annual Service Plan and Annual Budget Plan. Each Special Education Local Plan Area is required to submit an Annual Service Plan and Annual Budget Plan.

**Agenda Item 35
Special Education
Local Plan Area
Annual Service
Plan and Annual
Budget Plan
Agenda Item 36**

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
June 12, 2019
EDUCATION CENTER – BOARD ROOM**

Approval of the Educational Affiliation Agreement with California State University, Long Beach, effective from the date of full execution and expiring June 30, 2022.	Educational Affiliation Agreement with California State University, Long Beach Agenda Item 37
Approval of the Student Affiliation and Placement Agreement with Eastern Washington University, effective on the date of the last signature on the agreement and continuing through June 30, 2022.	Student Affiliation and Placement Agreement with Eastern Washington University Agenda Item 38
Approval of the Student Teaching Agreement with California State University, Fullerton, effective July 1, 2019 and expiring June 30, 2025.	Student Teaching Agreement with California State University, Fullerton Agenda Item 39
Approval of the School Counselor Practicum/Fieldwork Agreement with Concordia University, Irvine, effective July 1, 2019 and expiring June 30, 2022.	School Counselor Practicum/ Fieldwork Agreement with Concordia University, Irvine Agenda Item 40
Approval of the Intern Teaching Agreement with California State University, San Marcos, effective July 1, 2019 and expiring June 30, 2024.	Intern Teaching Agreement with California State University, San Marcos Agenda Item 41
Acceptance of Williams Settlement Legislation Orange County Department of Education (OCDE) Third Quarter Report.	Orange County Department of Education Third Quarter Report – Williams Settlement Legislation Agenda Item 42
Item was pulled by staff.	Declaration of Need for Fully Qualified Educators Agenda Item 43
Approval of the activity list for employment, separation and additional assignments of certificated employees.	Resignations/ Retirements/ Employment - Certificated Employees Agenda Item 44

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
June 12, 2019
EDUCATION CENTER – BOARD ROOM

Approval of the activity list for employment, separation and additional assignments of classified employees.

**Resignations/
Retirements/
Employment -
Classified
Employees**

Approval of the May 22, 2019 Regular Board Meeting minutes.

**Agenda Item 45
School Board
Minutes**

Item was pulled from agenda by staff.

Agenda Item 46

**Presentation on
the San Clemente
High School
Architectural
Approach for
Master Plan and
Renderings**

President Jones recognized Clark Hampton, Deputy Superintendent, Business and Support Services, to present this item.

Agenda Item 47

**Presentation on
the Southern
School Facilities
Improvement**

The following speakers addressed the Board:

- *Michele Ploessel-Campbell, parent, spoke regarding the SFID*

**District Proposed
Facilities Projects,
Tax Levy Amount,
Boundaries and
Timeline**

It was moved by Trustee Reardon and seconded by Trustee Jones to approve the Southern SFID excluding the city of San Juan Capistrano, proposed projects, tax levy amount, boundaries, and timeline for the proposed regional bond measure March 2020. The motion carried 7-0.

Agenda Item 48

AYES: Trustees Bullockus, Hanacek, Holloway, Jones,
McNicholas, Pritchard and Reardon
NOES: None
ABSENT: None

President Jones recognized Clark Hampton, Deputy Superintendent, Business and Support Services, to present this item.

**Presentation
Update on the
Western School
Facilities**

This is an information item only and no Board action is necessary.

**Improvement
District Facilities
Needs**

President Jones recognized Clark Hampton, Deputy Superintendent, Business and Support Services, to present this item.

Agenda Item 49

**Continuing
Financial
Stewardship of
Community**

This is an information item only and no Board action is necessary.

**Facilities Districts:
Refinancing
Opportunity for
CFD 98-2**

**(Ladera)
Agenda Item 50**

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
June 12, 2019
EDUCATION CENTER – BOARD ROOM

President Jones recognized Tim Brooks, Associate Superintendent, Human Resource Services, to present this item.

It was moved by Trustee Pritchard and seconded by Trustee Reardon to adopt the District's initial proposal to CSEA. The motion carried 7-0.

AYES: Trustees Bullockus, Hanacek, Holloway, Jones,
McNicholas, Pritchard and Reardon
NOES: None
ABSENT: None

**Board Action to
Adopt District's
Initial Proposal to
California School
Employees
Association for
2019-2020
Negotiations
Agenda Item 51**

President Jones recognized Susan Holliday, Associate Superintendent, Education Services, to present this item.

It was moved by Trustee Reardon and seconded by Trustee McNicholas to approve the adoption of *The Practice of Statistics* ©2019 Bedford, Freeman, and Worth, grade 10-12. The motion carried 7-0.

AYES: Trustees Bullockus, Hanacek, Holloway, Jones,
McNicholas, Pritchard and Reardon
NOES: None
ABSENT: None

**Instructional
Materials
Recommended for
Adoption:
Advanced
Placement
Statistics, Grade
10-12
Agenda Item 52**

President Jones recognized Susan Holliday, Associate Superintendent, Education Services, to present this item.

It was moved by Trustee McNicholas and seconded by Trustee Holloway to approve the adoption of *FOSS Next Generation Elementary* ©2016 Delta Education, grade K-5. The motion carried 7-0.

AYES: Trustees Bullockus, Hanacek, Holloway, Jones,
McNicholas, Pritchard and Reardon
NOES: None
ABSENT: None

**Instructional
Materials
Recommended for
Adoption:
Elementary
Science, Grade
K-5
Agenda Item 53**

President Jones recognized Susan Holliday, Associate Superintendent, Education Services, to present this item.

It was moved by Trustee Hanacek and seconded by Trustee Holloway to approve the adoption of the supplemental title, *No et Moi*, Editions Jean-Claude Lattes ©2007 for the International Baccalaureate program French Standard Level, grade 11-12. The motion carried 7-0.

AYES: Trustees Bullockus, Hanacek, Holloway, Jones,
McNicholas, Pritchard and Reardon
NOES: None
ABSENT: None

**Instructional
Materials
Recommended for
Adoption:
Secondary World
Language, Grade
11-12
Agenda Item 54**

President Jones recognized Susan Holliday, Associate Superintendent, Education Services, to present this item.

It was moved by Trustee Holloway and seconded by Trustee McNicholas to approve the adoption of *Global Politics*, 2ND edition, Palgrave Foundations ©2014, for the

**Instructional
Materials
Recommended for
Adoption:
Secondary History**

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
June 12, 2019
EDUCATION CENTER – BOARD ROOM

International Baccalaureate program, IB Global Politics, grade 12. The motion carried 7-0.

**Social Science,
Grade 12
Agenda Item 55**

AYES: Trustees Bullockus, Hanacek, Holloway, Jones,
McNicholas, Pritchard and Reardon
NOES: None
ABSENT: None

President Jones recognized Susan Holliday, Associate Superintendent, Education Services, to present this item.

**Instructional
Materials
Recommended for
Adoption:
Secondary
Science, Grade 6-8
Agenda Item 56**

It was moved by Trustee Reardon and seconded by Trustee Holloway to approve the adoption of the following science program for grade 6-8: *STEMscopes California Next Generation Science Standards* ©2018 Accelerate Learning. The motion carried 7-0.

AYES: Trustees Bullockus, Hanacek, Holloway, Jones,
McNicholas, Pritchard and Reardon
NOES: None
ABSENT: None

President Jones recognized Clark Hampton, Deputy Superintendent, Business and Support Services, to present this item.

**2019-2020 Budget
Adoption
Agenda Item 57**

It was moved by Trustee Pritchard and seconded by Trustee Bullockus to adopt the 2019-2020 Budget. The motion carried 7-0.

AYES: Trustees Bullockus, Hanacek, Holloway, Jones,
McNicholas, Pritchard and Reardon
NOES: None
ABSENT: None

It was moved by Trustee Holloway and seconded by Trustee Reardon to adjourn the meeting, motion carried 7-0.

Adjournment

AYES: Trustees Bullockus, Hanacek, Holloway, Jones,
McNicholas, Pritchard and Reardon
NOES: None
ABSENT: None

President Jones announced the meeting adjourned at 9:07 p.m.

Board Clerk

Secretary, Board of Trustees

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Date: June 26, 2019

Board Item: Declaration of Need for Fully Qualified Educators

HISTORY

This is a standing item that is presented to the Board of Trustees on an annual basis.

Education Code § 80026 requires that a Declaration of Need for Fully Qualified Educators be on file with the appropriate County Office of Education before the beginning of a new school year and shall remain in force until the end of that academic year. A Declaration of Need is necessary if there is an insufficient number of qualified applicants. Submission of this declaration does not commit the District to issuing short term staff permits or emergency credentials, but rather is submitted as a matter of routine in the event it becomes necessary to employ such individuals.

A Declaration of Need for Fully Qualified Educators must be filed prior to the beginning of the school year, even though there is no way to determine if there will be a need to employ teachers. However, if the Board of Trustees has not approved the appropriate declaration for the upcoming year, the District is precluded from hiring such individuals should the need arise.

BACKGROUND INFORMATION

Based on past and current trends, the 2019-2020 Declaration of Need for Fully Qualified Educators enables the District to request special teaching permits in hard-to-fill areas such as Special Education (Moderate/Severe, Pre-School), and single subjects (Spanish, Physics, Chemistry, Mathematics).

CURRENT CONSIDERATIONS

This agenda item presents for Board approval the Declaration of Need for Fully Qualified Educators.

FINANCIAL IMPLICATIONS

There is no fiscal impact.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the Declaration of Need for Fully Qualified Educators.

PREPARED BY: Tim Brooks, Associate Superintendent, Human Resource Services



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2019-20

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Capistrano Unified School District District CDS Code: 30-66464

Name of County: Orange County CDS Code: 30-10306

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 06 / 26 / 2019 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2020.

Submitted by (Superintendent, Board Secretary, or Designee):

Tim Brooks

Name

Tim Brooks

Signature

Assoc Supt, Human Resource Svcs

Title

(949) 487-1453

Fax Number

(949) 234-9383

Telephone Number

May 17, 2019

Date

33122 Valle Road, San Juan Capistrano California 92675

Mailing Address

tlbrooks@capousd.org

E-Mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

_____ <i>Name</i>	_____ <i>Signature</i>	_____ <i>Title</i>
_____ <i>Fax Number</i>	_____ <i>Telephone Number</i>	_____ <i>Date</i>
_____ <i>Mailing Address</i>		
_____ <i>E-Mail Address</i>		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	20
Bilingual Authorization (applicant already holds teaching credential)	10
List target language(s) for bilingual authorization: _____	
Resource Specialist	3
Teacher Librarian Services	1

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	5
Single Subject	15
Special Education	15
TOTAL	35

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes ☐ No ☒

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes ☒ No ☐

If yes, how many interns do you expect to have this year? 10

If yes, list each college or university with which you participate in an internship program.

Azusa Pacific University, National University, UC Irvine, CSU Fullerton, University of Phoenix,
CSU San Marcos, Chapman University, University of Redlands, and University of Laverne

If no, explain why you do not participate in an internship program.

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Ryan Burris, Chief Communications Officer

Date: June 26, 2019

Board Item: Master Services Agreement – TBWB Strategies

HISTORY

TBWB is a non-partisan strategy and consulting firm specializing in school bonds and other public finance ballot measures for public agencies. They have passed over 400 successful bond and tax measures providing billions in voter-approved funding to support quality public services and improvements to public facilities and infrastructure, and have served as consultant on nearly all of the successful bond measures in Orange County in recent years. Since 2005, TBWB has built an impressive 92% success rate on nearly 200 school district bond measures. They have also helped to develop and pass many SFID bond measures for school districts, including recent measures for Irvine Unified School District, Tustin Unified School District, and Los Alamitos Unified School District. In fact, TBWB helped a school district that had failed with two prior districtwide bond measures to create two localized SFID bond measures and both were successful at the ballot.

BACKGROUND INFORMATION

This scope of work will begin with a feasibility study to determine the local political landscape, along with a close analysis of past election results within the District and all available public opinion polling data. Based on these findings, TBWB will provide specific recommendations and a timeline for moving forward with a recommended ballot measure strategy. A public information and outreach program will be implemented to educate the community about current needs and build broad consensus around a funding solution. This will include developing messaging to key audiences, designing informational mailings and advertising, and developing a plan to engage key internal and external stakeholder groups. TBWB will then work with the District to develop the measure and qualify for the ballot by finalizing the tax rate and structure, refine project lists and/or facility plans, develop all resolutions required for calling the election, and develop ballot questions and the full text of the measure.

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the approval of the Master Services Agreement with TBWB Strategies to provide Bond election strategy and communication consulting services.

FINANCIAL IMPLICATIONS

Expenditures under this agreement are not-to-exceed \$60,000 funded by the general fund. This includes a monthly standard consulting fee of \$6,500 per month, travel expenses, and graphic design for informational mailings. An estimate of six separate mailing designs will be prepared at a cost of \$2,500 each.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the Master Services Agreement with TBWB Strategies.

PREPARED BY: Ryan Burris, Chief Communications Officer



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of June 27, 2019 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

TERRIS BARNES WALTERS BOIGON HEATH, INCORPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$60,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **June 27, 2019 to December 31, 2019**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

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

[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.

Capistrano Unified School District

By: _____
Name: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date : June 26, 2019

Contractor

Signature: _____
Name: Charles Heath
Title: Partner
Address: 400 Montgomery St., Suite 700
San Francisco, Ca. 94104
Email Address: cheath@tbwb.com

GENERAL CONDITIONS

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

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

the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate documentation. Unless other terms are set forth in this Agreement, District will reimburse Consultant for previously approved expenses in compliance with the policies of the District.

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

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

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

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

C. Expedited Arbitration

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

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REQUIRED DOCUMENTS AND CERTIFICATIONS

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

- ✓ Professional License to Practice

Certificates of Insurance

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

OR

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

Refer to Articles 9 & 10

- ✓ Certification by Consultant Criminal Records Check

- ✓ W-9

Proposed Fees and Expenses

As is the standard in our industry, TBWB contracts on a fixed-fee basis. For a school district the size of CUSD, our standard consulting fee is \$6,500 per month. This would be our monthly consulting fee whether we are working on one SFID measure or two.

Reimbursable business expenses, such as travel, photocopying and overnight delivery, will be billed separately along with any other hard costs associated with printing, postage and advertising costs for informational communication and outreach. Our contract can be severed at any time if you chose to abandon or delay your bond measure effort. Partial months of services would be prorated.

The only hard costs in addition to our consulting fee and travel expenses will be the cost of graphic design for informational mailings we prepare for the District to print and mail. We will bill \$2,500 for each brochure we design and estimate a total of no more than six separate designs.

Once a bond measure is placed on the ballot, we would be happy to discuss the services and related fees that might be needed by an independent campaign committee formed to advocate for the passage of the measure(s).



Proposal for Bond Election Strategy and Communication Consulting Services

Prepared for

Capistrano Unified School District

May 22, 2019

Ryan Burris
Chief Communications Officer
Capistrano Unified School District
33122 Valle Rd
San Juan Capistrano, CA 92675

Dear Mr. Burris:

Thank you for the opportunity to present this proposal for bond election strategy and communication consulting services as you evaluate a potential bond measure in 2020 for one or more School Facility Improvement Districts (SFIDs) within Capistrano Unified School District.

TBWB is a non-partisan strategy and communication consulting firm that specialize in school bonds and other public finance ballot measures for public agencies. We've passed over 400 successful bond and tax measures providing billions in voter-approved funding to support quality public services and improvements to public facilities and infrastructure. We believe that we are uniquely qualified to lead CUSD through a process to achieve one or more successful bond measures for the following reasons:

- **Unmatched Statewide Bond Measure Experience and Success.** TBWB is proud to be the leading firm helping California school districts pass bond measures. In 2018 we passed 29 of the 30 bond measures we had on the ballot for a 96% passage rate. Together, these measures generate over \$4 billion to repair, upgrade and expand public schools in communities throughout California. In 2016 we achieved a 100% success rate, helping 44 school districts around the state develop and pass bond measures. Since 2005, we have built an impressive 92% success rate on nearly 200 school district bond measures.
- **Unmatched Experience and Success on School Bonds in Orange County.** TBWB has served as consultant on nearly all of the successful bond measures in Orange County in recent years. In 2018, TBWB helped Los Alamitos Unified School District, Santa Ana Unified School District and Lowell Joint School District pass bond measures. In 2016, TBWB assisted Irvine Unified School District, Huntington Beach School District, Fountain Valley School District, Ocean View School District, Anaheim Elementary School District, Westminster School District, Garden Grove Unified School District and Centralia School District with developing and passing successful bond measures. In the past five years, TBWB has also worked with Buena Park Elementary School District (2014), Fullerton Joint Union High School (2014), Savanna School District (2012) and Tustin Unified School District (2012) to craft and pass bond measures. TBWB is currently working with Saddleback Valley Unified School District on a possible 2020 bond measure.
- **Extensive Experience with SFID Bond Measures.** TBWB has helped to develop and pass many SFID bond measure for school districts, including recent measures for Irvine Unified School District, Tustin Unified School District and Los Alamitos Unified School District. In fact, in 2018, TBWB helped a school district that had failed with two prior districtwide bond measures to create two localized SFID bond measures and both were successful at the ballot.
- **Today's communication tools.** We take full advantage of modern communication tactics, including social media and digital advertising. We are also experts in traditional print media, direct mail and earned media, allowing us to help you efficiently leverage a full array of communication channels to engage parents and voters.
- **Customized Approach.** Unlike our competitors, we don't apply a "cookie-cutter" approach to school bond campaigns. Our prior clients will tell you that our commitment to personal attention from the

partner you hire and a focus on the unique challenges of your political environment set us apart from others in our industry.

- **Capacity and Infrastructure to Serve You.** All qualified political firms are busy during the election season. Unlike our competitors whose firms are comprised of one or two principal consultants, TBWB has a team of professionals to ensure your project receives the attention and service it deserves. I will personally serve as your day-to-day point of contact. TBWB's partners are supported by the largest and most experienced staff in our industry. TBWB is one of the only firms in our industry that maintains an in-house graphic design department and production coordination team to ensure your messaging materials are of the highest quality.

The remainder of this proposal provides detailed information about our firm, the services we provide, our track record, fees and other details. We are confident that you will find our qualifications, attention to client service and interest in the project are unmatched. Please feel free to contact me at (415) 810-8053 (cell phone) or at cheath@tbwb.com if you have questions or need additional information.

Sincerely,



Charles Heath
Partner

TBWB Overview

Terris Barnes Walters Boigon Heath, Inc., DBA TBWB Strategies is a strategy and communications consulting firm specializing in public finance ballot measures for school districts, community college districts, cities, counties and other public agencies. Our firm has been in business since 1988 under the legal names of Political Media Inc. and Public Finance Strategies LLC before merging in 2017 under the name Terris Barnes Walters Boigon Heath, Inc. The TBWB Strategies brand, which focuses on providing strategy and communications consulting services for public agencies pursuing bond and tax ballot measures, has operated continuously since 2005. Our main office is in San Francisco, and we operate a secondary office in Glendale. TBWB's six practicing partners offer a combined century of strategy and communications consulting experience in California.

Public Consensus → Winning Propositions

TBWB was formed around a simple basic idea: passing bonds and taxes is different from other types of political endeavors. For example, candidates run campaigns to differ from their opponents and stand out from the crowd. But when the issue is bonds and taxes, winning requires consensus: uniting people around shared priorities and values. We believe public consensus leads to winning propositions, and that is what we seek to deliver for our clients.

Commitment to Client Service

We view our working relationship with our clients as a partnership. We know public finance measures, but you know your community. We pride ourselves in developing unique plans for every client as opposed to applying a “cookie cutter” model that may have worked in other places or at other times. We also understand that the reputation of your district is at stake when you seek funding from your community. It's not enough just to “win” in the short term. Your measure, your message and your outreach efforts must help you strengthen your relationship with your community for the long term.

Partner-Level Attention

When you hire us you work directly with one of our firm's partners. Unlike consulting firms with just one or two principals, we have six experienced partners dedicated to client service. Your lead partner will be your main contact throughout your project, giving your ballot measure the devoted senior-level attention that it deserves. To ensure seamless execution of the strategies recommended by the partner leading your project, TBWB maintains the largest and most experienced support staff in our industry. This allows us to deliver what we promise during the busy election season in ways that smaller firms cannot.

In-House Design and Production

TBWB is one of the few firms in our industry that maintains in-house art and production departments. Our full-time Art Director manages a studio of graphic designers who produce award-winning, creative concepts. Our full-time Production Director attends to the details required for efficient and timely delivery of media, advertising and printed materials.

PARTNERS

Barry Barnes
Jared Boigon
Charles Heath
Joy Tatarka
Michael Terris
Erica Walters

CLIENT SERVICES

Rochelle Fanali
Senior Consultant
Sabrina Kochprapha
Senior Consultant

Robin Gerrity
Senior Consultant

Jeremy Hauser
Consultant

Jake Martin
Consultant

Alex Wara-Macapinlac
Consultant

Brittany Brady
Consultant

Mary Richardson
Senior Associate

Amanda Klein
Associate

CREATIVE

Maximillian Medina
Art Director

Erin Henry
Graphic Designer

PRODUCTION

Dan Dimendberg
Partner/Production Director

ADMINISTRATION

David Tick
Partner/Business Manager

Brandon Moss
Operations Manager

William Jensen
IT System Administrator

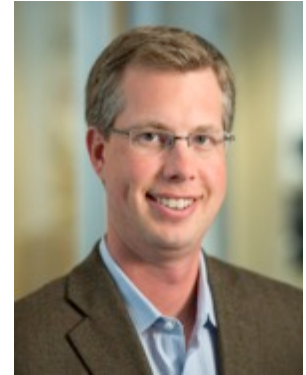
Project Team

TBWB has six experienced partners with the time and capacity to give your effort the devoted senior-level attention it deserves. Your project will not be handed off to inexperienced staff once the contract is signed. Our direct and personal “in the trenches” experience guiding recent successful bond measures offers a keen understanding of the nuances in messaging and strategy required for success.

Charles Heath

Partner

Over 20 years as a strategy and communications consultant, Charles has guided more than 100 ballot measures to victory. With a background in various political projects, Charles has spent the better part of the last decade with a strict focus on working with public agencies to design winning revenue measures for the ballot and execute strategic public information efforts to position his clients for success at the ballot box. Once a measure is on the ballot, Charles works with advocacy campaign committees to run efficient and effective campaigns to achieve voter approval for ballot measures.



Charles has led campaigns in all parts of California — from large urban environments like Oakland, San Jose and Los Angeles to suburban environments like Marin, Riverside and Orange County to rural and agricultural communities like Plumas County, Truckee and Stanislaus County. Before his career in public finance campaigns, Charles worked as a policy analyst for a public policy think tank, as an aide in the California Legislature and as a reporter for a local newspaper. Charles is a graduate of the University of California at Davis with degrees in Political Science and English, and he earned a Master’s Degree from the London School of Economics. Charles grew up in Orange County and now lives in the East Bay with his wife Eva, his son Alexander and his daughter Lillian.

Robin Gerrity

Senior Consultant

Robin joined TBWB in 2018 after having been a client of the firm for many years. Robin brings a wealth of experience in strategic communications, project management and education policy.

With a degree in Public Administration from San Diego State University, Robin has spent the better part of the last decade working in the public education field as the Executive Director of an education foundation where she worked directly with public school parents, business leaders and school district administrators to raise resources for students. Robin’s leadership has resulted in millions raised for public education.

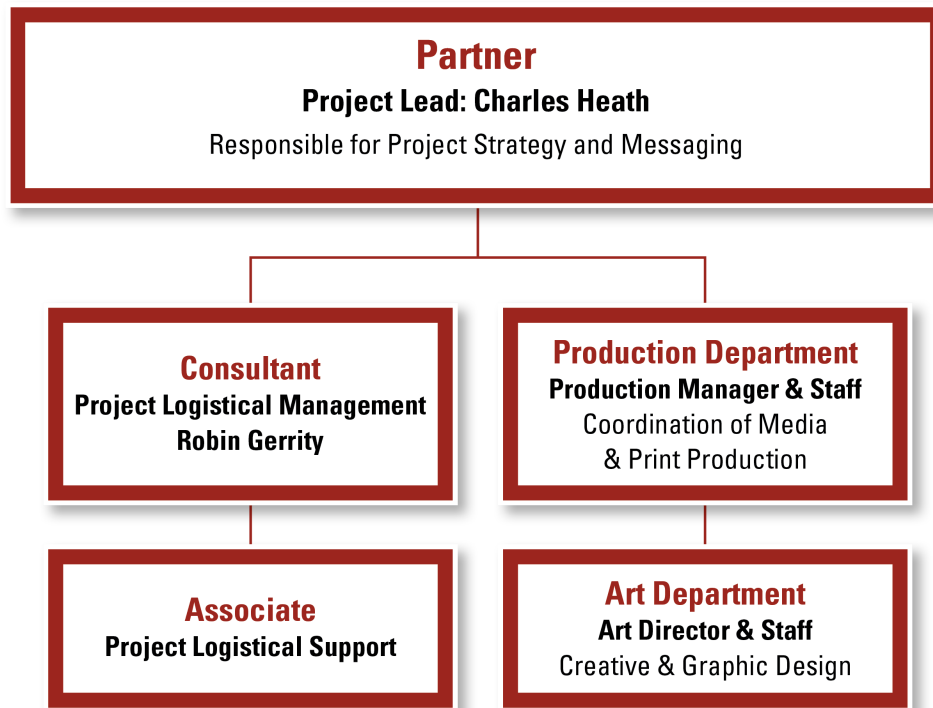


No stranger to local parcel tax and bond campaigns, Robin co-chaired multiple campaigns on behalf of her local school district, resulting in millions of dollars to benefit local students. Her unique knowledge of client’s needs arising from her personal experience makes Robin a perfect fit for TBWB.

Prior to moving to the Bay Area, Robin served as a representative to the Developmental Disabilities Board, Area XIII, in San Diego where she helped launch a pilot program to build a community volunteer network for young adults with developmental disabilities.

Full Service and Support

With fifteen talented employees, TBWB maintains the largest and best-trained support team in our industry. Under the close supervision of the Partner leading the project strategy, messaging and direction, one of TBWB's experienced Consultants will be assigned to focus on managing project logistics to ensure the project is completed on time, on budget and with no deadlines missed. One or more of TBWB's Associates will be assigned to provide logistical support to the Partner, Consultant and client team.



TBWB Approach

TBWB has a proven approach for successful bond measures that is guided by four critical steps. This proposal focuses on the first three steps, which may be coordinated and funded by the school district. The last step in the process is to mount a strategic advocacy campaign to secure the votes needed to win on Election Day. This is the only step in the process that cannot be funded with public funds. While agencies can continue to provide information to residents about the measure, only a privately-funded campaign committee can advocate for the measure. If a bond measure is placed on the ballot and an independent advocacy committee forms, TBWB's consulting services for the advocacy campaign would be offered to that group and privately funded under a separate agreement.



Step 1: Feasibility Study

We start by helping you assess the basic viability of a bond measure in your community. TBWB will start with a close analysis of past election results in your district and all available public opinion polling data. We'll help you assess the local political landscape and tackle the most basic strategic questions that must be answered in order to set your measure on a successful path.

TBWB will help you answer:

- Is it reasonable to think that a measure or measures can be successful at the 55% vote threshold?
- What projects and facilities are voters most likely to fund?
- What bond amount and tax rate might voters support?
- What is the optimal timing for an election? What level of voter turnout helps maximize support?
- What are the optimal SFID boundaries?
- Does sufficient community awareness of your needs already exist or is proactive outreach required?
- What messages are most impactful with your voters?
- What controversies or competing issues must be considered before moving forward?

Based on the findings from our feasibility assessment, TBWB will provide you with specific recommendations and a timeline for moving forward with a recommended ballot measure strategy.

Step 2: Build Consensus

Concurrent to developing a measure for the ballot, TBWB works with the public agency calling the election to implement a public information and outreach program to educate the community about your needs and build broad consensus around a funding solution.

As part of this process to build community consensus, TBWB will:

- Develop informational messaging and a plan for getting the message out to key audiences
- Provide information to be added to your website, distributed through social media and included in newsletters
- Prepare presentations and talking points, answers to frequently asked questions and provide message trainings
- Write, design and produce informational mailings and advertising to educate, inform and engage voters
- Develop a plan to inform and engage key internal stakeholder groups closely connected to the school community
- Develop strategies to inform and engage influential external groups including elected leaders, business leaders, neighborhood leaders, faith community leaders, taxpayer groups and others

Step 3: Build a Strong Measure

Once we know what a viable, winnable ballot measure looks like, TBWB will work with you to develop your measure and qualify for the ballot.

TBWB will:

- Work with you and your financial team to finalize the tax rate and structure of your measure
- Refine your project list and/or facility plans to make sure they are written in clear and understandable language and feature projects that are high priorities for voters
- Work with you and your legal counsel to define important taxpayer accountability protections, including an independent Citizens' Oversight Committee and public reporting process
- Work with you and your legal counsel to develop all resolutions required for calling the election
- Develop the critical ballot question that will appear on ballots
- Develop and refine the full text of the measure, tax rate statement and other materials that will appear in the ballot pamphlet mailed to all voters
- Present recommendations and documents to the Board of Education for formal approval
- Work with the election officials in your area to qualify for the ballot

References

Following is a brief summary of TBWB's recent Orange County experience along with references we encourage you to contact.

Irvine Unified School District (2016)

Bond Amount: \$319 million

Contact: Terry Walker, Superintendent

Phone: (949) 870-6753 **Email:** TerryWalker@iusd.org

Project: TBWB and True North Research worked with IUSD for two years to evaluate the potential for placing a bond measure on the ballot. With a mix of newer schools funded by recent development and older schools needing significant upgrades, TBWB helped IUSD design a School Facility Improvement District (SFID) to generate funding for school upgrades only in the areas served by the older schools. Given concerns with having the bond measure on the ballot along with contentious local city council and school board elections, we targeted the June 2016 ballot. With a thorough coalition-building effort to neutralize potential sources of opposition and an aggressive campaign to persuade voters to support funding for school upgrades, TBWB was able to deliver over 60% support for Measure E and a big win for Irvine schools.

Tustin Unified School District (2012)

Bond Amount: \$135 million

Contact: Dr. Gregory A. Franklin, Superintendent

Phone: (714) 730-7301 **Email:** gfranklin@tustin.k12.ca.us

Project: After passing a bond measure to fund facility improvements in 2008, TUSD hired TBWB and True North Research in 2012 to develop a bond measure specifically focused on funding technology improvements in local schools. This was one of the first technology bonds in the State and TBWB helped to pioneer messaging for presenting a bond to voters focused on technology needs and explaining the complex funding mechanism to ensure that long term debt would not be used to fund short lifespan items. Tustin's Measure S technology bond measure, which received a 60% yes vote, has become a model for school districts around California.

Garden Grove Unified School District (2016)

Bond Amount: \$311 million

Contact: Gabriela Mafi, Ed.D., Superintendent

Phone: (714) 663-6111 **Email:** gmafi@ggusd.us

Contact: Rick Nakano, Assistant Superintendent, Business Services

Phone: (714) 663-6446 **Email:** rnakano@ggusd.us

Project: TBWB and True North Research worked with GGUSD to develop a bond measure to address the facility needs of the District's schools, which serve 45,000 students. Based on polling and a careful review of GGUSD's facility plans, TBWB developed informational messaging to raise community awareness of the facility needs and plans to address those needs. All information was communicated in three languages: English, Spanish and Vietnamese. TBWB also helped form an independent campaign committee to raise the private funds and recruit the volunteers needed to reach the 117,000 voters in the District in the busy November 2016 election, with many other issues and candidates on the same ballot. These efforts were successful in delivering a 76.3% yes vote.

Los Alamitos Unified School District (2018)

Bond Amount: \$97 million

Contact: Nancy C. Nien, Ph.D., Assistant Superintendent of Business Services

Phone: (562) 799-4700 ext. 80449 **Email:** NNien@losal.org

Project: TBWB worked with True North Research assess the viability of a bond measure in this conservative part of coastal Orange County. With marginal survey results hovering right around the passage threshold, TBWB put developed an aggressive targeted outreach strategy to tell the district's story about aging schools and urgently needed upgrades. TBWB also advised on the boundaries of an SFID to focus the vote on older areas of the district with the most pressing facility needs. Once the

measure was on the ballot, TBWB's strategic campaign to capitalize on the "blue wave" in Orange County in November 2018 helped ensure that support for Measure G on Election Day outpaced early polling for a win with 59% voter support.

Santa Ana Unified School District (2018)**Bond Amount:** \$232 million**Contact:** Orin Williams, Assistant Superintendent, Facilities and Governmental Relations,**Phone:** (714) 290-9878**Email:** Orin.Williams@sausd.us

Project: TBWB worked with Santa Ana Unified School District from 2017-2018 to develop Measure I. We worked with True North Research to develop and conduct two polls to determine the feasibility of the measure. Our team then worked to refine the measure based on voter priorities and the District's facilities needs and coordinated a public communication plan that included direct mail, community outreach and stakeholder engagement to educate the community about the District's needs and the upcoming measure. After the District placed the bond measure on the ballot in July of 2018, TBWB began working with a team of sub consultants and community members to run an extensive, \$350,000 campaign to pass Measure I. TBWB developed and executed a targeted multimedia communications plan that included direct mail, Facebook advertising, online advertising and pre-roll advertising in English, Spanish, and Vietnamese. The campaign also advertised on Vietnamese TV and radio. We developed the strategic plan for the campaign and oversaw the fundraising and endorsement efforts as well as our field program, which involved 7 weeks of precinct walks, volunteer phone banks, paid phoning and a texting campaign. Measure I passed with 70.6% of the vote in November 2018, far exceeding the 55% threshold needed for passage.

Proposed Fees and Expenses

As is the standard in our industry, TBWB contracts on a fixed-fee basis. For a school district the size of CUSD, our standard consulting fee is \$6,500 per month. This would be our monthly consulting fee whether we are working on one SFID measure or two.

Reimbursable business expenses, such as travel, photocopying and overnight delivery, will be billed separately along with any other hard costs associated with printing, postage and advertising costs for informational communication and outreach. Our contract can be severed at any time if you chose to abandon or delay your bond measure effort. Partial months of services would be prorated.

The only hard costs in addition to our consulting fee and travel expenses will be the cost of graphic design for informational mailings we prepare for the District to print and mail. We will bill \$2,500 for each brochure we design and estimate a total of no more than six separate designs.

Once a bond measure is placed on the ballot, we would be happy to discuss the services and related fees that might be needed by an independent campaign committee formed to advocate for the passage of the measure(s).

Combined Experience of TBWB's Partners



With experience on over 430 successful local funding measures for all types of public agencies, TBWB has worked in virtually all parts of our home state.

We've passed measures in sparsely populated rural areas, suburban communities in Northern and Southern California as well as the urban neighborhoods of California's biggest cities.

Community College Districts

Allan Hancock College
Antelope Valley College
Cabrillo College
Chabot-Las Positas CCD
Chaffey College
College of the Canyons
College of Marin
College of the Siskiyous
Contra Costa CCD
Foothill-De Anza CCD
Gavilan College
Glendale College
Hartnell College
Lane Community College (Oregon)
Mendocino College
Mira Costa College
Napa Valley College
Peralta CCD
Mt. San Jacinto CCD
Rancho Santiago CCD
San Bernardino CCD
San Joaquin Delta CCD
San Mateo CCD
Santa Barbara City College
Santa Monica College
Santa Rosa Junior College
Yuba College

Hospitals and Health Care

Alameda County Medical Center*
Cascade Valley Hospital (WA)*
Daughters of Charity Health System
Plumas Healthcare District*
Salinas Valley Memorial Healthcare System
Save Laguna Hospital
Seton Medical Center
Tahoe Forest Hospital District*
Valley Medical Center (Washington)*
West Contra Costa Healthcare District*
Valley Health System

Transportation

AC Transit District*
Fresno County Transportation Authority
Metropolitan Transportation Commission
Monterey-Salinas Transit
Napa County Transportation Agency
San Benito County Transportation
San Mateo County Transit District
Santa Clara County BART
Santa Cruz County Regional Transportation Commission
Sonoma County Transportation Authority
Stanislaus County Transportation
Transportation Agency of Monterey County
Transportation Authority of Marin
Truckee/North Tahoe Transportation Agency

Parks, Open Space and Water Districts

Alameda County Clean Water Program
Camden Water
Fresno Parks
Greater Vallejo Recreation District
Hayward Area Recreation District
Los Angeles County Flood Control District
Los Angeles County Regional Park and Open Space District
Marin Agricultural Land Trust
Marin County Parks and Open Space
Midpeninsula Regional Open Space District
Missoula Open Space (Montana)
Monterey Peninsula Regional Park District
Napa County Regional Park and Open Space District
Pleasant Hill Recreation and Park District*
Santa Clara County Open Space Authority
Santa Clara County Parks
Santa Clara Valley Water District
Save the Bay
Sonoma County Agricultural Preservation and Open Space District
Zone 7 Water Agency (Alameda County)

(Partial List) *Projects managed by Charles Heath while at a prior firm.

Fire Districts

East Contra Costa Fire Protection District
Fresno County Fire Protection District
Marin County Fire Department
North Tahoe Fire Protection District
Oakland Wildfire District*
Santa Cruz County Fire District - CSA48
Truckee Fire Protection District

Cities, Counties and Special Districts

Alameda Free Library*	City of Salinas
Citizens for Carmel Valley	Town of San Anselmo
City of Alameda	City of San Bernardino*
City of Barstow	City of San Carlos
City of Burlingame	City of San Gabriel*
City of Campbell	City of San Jose
City of Chula Vista	City of San Rafael
City of Colton*	City of Santa Cruz
Town of Corte Madera	City of Santa Fe Springs
City of Del Mar	City of Santa Monica
City of Diamond Bar	City of Santa Rosa
City of Downey	City of South Lake Tahoe
City of Emeryville	City of South Pasadena
City of Fairfield	Town of Truckee
City of Foster City	City of Union City*
City of Fremont	City of Vacaville
City of Glendale	City of Ventura
City of Gustine	City of Watsonville
City of Kerman	Town of Windsor
City of Lafayette	Yuba City
City of Laguna Beach	Los Angeles County
City of Los Altos	Homeless Initiative
City of Madera	Marin County
City of Manteca	Marin County Free Library
City of Merced	Merced County Association
City of Morgan Hill	of Governments
City of Murrieta	Napa County
City of Oceanside	Oakland Public Library*
City of Pacifica	Pacifica Library
City of Palm Springs	Placer County
City of Palmdale	San Mateo County
City of Palo Alto	Santa Clara County
City of Pleasant Hill	Santa Clara County Libraries*
City of Pomona	Santa Cruz County
City of Port Hueneme*	Santa Cruz County Library
City of Redwood City	

Statewide Measures

Proposition 1 2018 – Veterans and Affordable Housing Act
Proposition 2 2018 – Homeless Mental Health Housing Act

High School Districts

Campbell Union High SD
Chaffey Joint Union High SD
Delano Joint Union High SD
East Side Union High SD
Fremont Union High SD*
Fullerton Joint Union High SD
Galt Joint Union High SD
Grant Joint Union High SD
Jefferson Union High SD
Los Gatos-Saratoga Union High SD
Mountain View-Los Altos High SD
Nevada Joint Union High SD
Oxnard Union High SD
Perris Union High SD
Petaluma Joint Union High SD
Placer Union High SD
Roseville Joint Union High SD
San Benito High SD
San Dieguito Union High SD
San Mateo Union High SD
San Rafael High SD
Santa Cruz City High SD
Santa Rosa High SD
Sequoia Union High SD
Tamalpais Union High SD
William S. Hart Union High SD

*(Partial List) *Projects managed by Charles Heath while at a prior firm.*

Elementary School Districts

Alisal Union SD
Alpine Union SD
Alta Loma SD
Alum Rock Union Elementary SD
Anaheim Elementary SD
Auburn Union SD
Beardsley SD
Belmont-Redwood Shores SD
Berryessa Union SD
Buena Park SD
Burlingame SD
Cambrian SD
Campbell Union SD
Castaic Union SD
Central SD
Centralia Elementary SD
Cupertino Union SD
Del Mar Union SD
Dixie SD
Fountain Valley SD
Franklin-McKinley SD
Fruitvale SD
Hermosa Beach City SD
Huntington Beach City SD
Jefferson Elementary SD
Kentfield SD
Lakeside Union SD (San Diego County)
Larkspur-Corte Madera SD
Live Oak SD
Loma Prieta Joint Union SD
Los Altos SD
Los Gatos Union SD
Lowell Joint SD
Menifee Union SD
Millbrae SD
Modesto City Elementary SD
Moraga SD
Moreland SD
Mount Pleasant Elementary SD
Mountain View Whisman SD
Norris SD
North Sacramento SD
Oakley Union Elementary SD
Ocean View SD (Orange County)
Orinda Union SD
Pacifica SD
Palmdale SD
Perris Elementary SD
Petaluma City Elementary SD
Portola Valley SD
Ravenswood City SD
Redwood City SD
Reed Union SD
Rosemead SD
Roseville City SD*
Ross Valley SD
San Carlos SD
San Mateo-Foster City SD
San Rafael Elementary SD
Santa Cruz City Elementary SD
Santa Rita Union SD
Santa Rosa Elementary SD
Saratoga Union SD
Saugus Union SD
Savanna SD
Soquel Union Elementary SD
Stanislaus Union SD
Sulphur Springs Union SD
Sunnyvale SD*
Union SD
Westminster SD

Unified School Districts

Alameda USD
Albany USD
Amador County USD
Arcadia USD
Azusa USD
Baldwin Park USD
Bassett USD
Bonsall USD

Unified School Districts (cont.)

Cabrillo USD
Carlsbad USD
Castro Valley USD
Charter Oak USD
Claremont USD
Conejo Valley USD
Corona-Norco USD
Cotati-Rohnert Park USD
Culver City USD
Davis Joint USD
Downey USD
Dublin USD
El Rancho USD
Emery USD*
Evansville-Vanderburgh School Corporation (Indiana)
Fairfield-Suisun USD
Folsom Cordova USD
Fremont USD
Garden Grove USD
Glendale USD
Hayward USD
Irvine USD
Jurupa USD
Kerman USD
La Cañada USD
Lake Elsinore USD
Lammersville USD
Las Virgenes USD
Lompoc USD
Los Alamitos USD
Madera USD
Manhattan Beach USD
Martinez USD
Milpitas USD
Monterey Peninsula USD
Moreno Valley USD
Morgan Hill USD
Mount Diablo USD
Mountain Empire USD
Napa Valley USD
New Albany Floyd County Consolidated School Corporation (Indiana)
Newark USD
New Haven USD
Novato USD
Oakland USD*
Oak Park USD
Orange USD
Pajaro Valley USD
Palo Alto USD
Palos Verdes Peninsula USD*
Paradise USD
Patterson Joint USD
Piedmont USD*
Pleasanton USD
Poway USD*
Riverside USD
San José USD
San Lorenzo Valley USD
San Marcos USD
San Marino USD
San Ramon Valley USD
Santa Ana USD
Santa Monica-Malibu USD
Scotts Valley USD
Simi Valley USD
Snowline Joint USD
Sonoma Valley USD
South Pasadena USD
South San Francisco USD
St. Helena USD
Tahoe Truckee USD
Torrance USD*
Tustin USD
Val Verde USD
Vallejo City USD
Vista USD
Walnut Valley USD
West Contra Costa USD
Westside SD 66 (Nebraska)
Woodland Joint USD
Yucaipa-Calimesa Joint USD