

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

REVISED
2-24-14

BOARD OF TRUSTEES
Regular Meeting

February 26, 2014

Closed Session 6:00 p.m.
Open Session 7:00 p.m.

AGENDA

CLOSED SESSION AT 6:00 P.M.

1. CALL TO ORDER

2. CLOSED SESSION COMMENTS

3. CLOSED SESSION (as authorized by law)

A. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

Program Specialist

(Pursuant to Government Code §54957)

EXHIBIT 3A

B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

(Pursuant to Government Code §54957)

EXHIBIT 3B

C. STUDENT EXPULSIONS

Deliberations of Findings of Fact and Recommendations

(Pursuant to Education Code §48918{c} and §35145)

EXHIBITS 3C1-C2

D. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Dr. Joseph M. Farley/Clark Hampton/John Forney/Wendy Wiles

Real Property 4,038 gross acres of vacant land at 2 Liberty, Aliso Viejo, CA 92656

Under Negotiation: Term of payment

(Pursuant to Government Code §54956.8)

EXHIBIT 3D

E. CONFERENCE WITH LABOR NEGOTIATORS

Dr. Joseph M. Farley/Jodee Brentlinger/Clark Hampton

Employee Organization:

1) Capistrano Unified Education Association (CUEA)

2) California School Employees Association (CSEA)

3) Teamsters

4) Unrepresented Employees (CUMA)

(Pursuant to Government Code §54957.6)

RECORDING OF SCHOOL BOARD MEETINGS

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

OPEN SESSION AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA – ROLL CALL

REPORT ON CLOSED SESSION ACTION

SPECIAL RECOGNITIONS

Robert Bunyan – History of Aliso Viejo Project

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

DISCUSSION/ACTION ITEMS

1. REVISED PROGRAM IMPROVEMENT YEAR 3 LOCAL EDUCATIONAL AGENCY PLAN:

In March 2013, the District submitted the Program Improvement (PI) Year 3 Local Educational Agency (LEA) Plan to the California Department of Education (CDE) for review. Based on the State Board of Education rubric, CDE readers requested additional information on the strategies and actions to support the specific needs of students with disabilities in the standards-based, standards-aligned instructional program. Staff updated the PI Year 3 LEA Plan to include this information. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services, Elementary

Staff Recommendation

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, Elementary, to present this item.

Following discussion, it is recommended the Board of Trustees approve the revised Program Improvement Year 3 Local Educational Agency Plan.

Motion by _____ Seconded by _____

DISCUSSION/
ACTION
Page 1
EXHIBIT 1

CONSENT CALENDAR

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

GENERAL FUNCTIONS

2. **RESOLUTION NO. 1314-35, RECOGNITION OF WEEK OF THE SCHOOL ADMINISTRATOR:** Page 111
EXHIBIT 2

Approval of Resolution No. 1314-35, Recognition of Week of the School Administrator. Certificated and classified administrators provide leadership and support for the educational program by developing and implementing curriculum; selecting textbooks and instructional materials; recruiting, training, and evaluating staff; managing budgets; monitoring cost controls; implementing Board policies; complying with federal, state, and local regulations and laws; planning and maintaining school facilities; and providing transportation, nutrition, and social service programs to pupils and their families. This resolution will serve as official notice to the citizens of the District of the Board's support for Week of the School Administrator. There is no financial impact.

CUSD Strategic Plan Pillar 1: Community Relations
Marcus Walton, Chief Communications Officer

CURRICULUM & INSTRUCTION

3. **EXPULSION READMISSIONS:**
Approval to readmit students from expulsion. Due to the confidential nature of this item, the supporting information for this item is provided to Trustees under separate cover.
CUSD Strategic Plan Pillar 2: Safe and Healthy Schools
Contact: Michelle Le Patner, Assistant Superintendent, Education Services, Secondary

4. **PETITION TO WAIVE CALIFORNIA HIGH SCHOOL EXIT EXAM:**
Approval to waive California Education Code §60851(c) and Board Policy 6162.52 for seven students who have completed all requirements for passing the California High School Exit Examination (CAHSEE) subtest in Mathematics and/or English/Language Arts, case numbers 1314-009 to 1314-015. California Education Code §60851(c) and Board Policy 6162.52 provide authority for the Board of Trustees to review and approve waivers for special education students to pass the CAHSEE with modifications stated in the pupil's Individualized Education Program. Supporting information is provided to Trustees under separate cover to protect the student's rights under the Family Educational Rights and Privacy Act. There is no financial impact.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Michelle Le Patner, Assistant Superintendent, Education Services, Secondary

5. **RESOLUTION NO. 1314-34, DESIGNATED REPRESENTATIVES FOR SIGNATURE FOR CALIFORNIA DEPARTMENT OF EDUCATION LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES:** Page 113
EXHIBIT 5
Approval of Resolution No. 1314-34 will authorize the District to designate representatives to sign documents for the California Department of Education Local Agreement for Child Development Services.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Julie Hatchel, Assistant Superintendent, Education Services, Elementary

6. **AMENDMENTS TO AGREEMENT NO. CSPP-3313 FOR CHILD DEVELOPMENT SERVICES WITH CALIFORNIA DEPARTMENT OF EDUCATION:** Page 115
EXHIBIT 6
 Ratification of Amendments 01 and 02 to Contract No. CSPP-3313 with California Department of Education for Child Development Services. Amendment 01 increases the maximum reimbursement rate from \$2,210,692 to \$2,572,011 from July 1, 2013, to June 30, 2014. Amendment 02 decreases the minimum child days of enrollment from 181 to 177 days from July 1, 2013, to June 30, 2014. This agreement provides services related to preschool age children to enhance optimal early childhood development and school readiness.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Julie Hatchel, Assistant Superintendent, Education Services, Elementary
7. **AMENDMENTS TO AGREEMENT NO. FCI-SD-04 WITH CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY:** Page 125
EXHIBIT 7
 Ratification of Amendments 01 and 02 to Agreement No. FCI-SD-04 with Children and Families Commission of Orange County. Amendment 01 extends the term of the original agreement from July 1, 2013, to June 30, 2014. Amendment 02 awards an additional \$44,000 to the contractor to provide additional services for the Child Signature Program from July 1, 2013, to June 30, 2015, pursuant to the terms and conditions of the original agreement. This agreement facilitates the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development stated in the California Children and Families Act of 1998.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Julie Hatchel, Assistant Superintendent, Education Services, Elementary
8. **STUDENT TEACHING AGREEMENT - UNIVERSITY OF OREGON:** Page 245
EXHIBIT 8
 Approval of student teaching agreement with University of Oregon. During the school year master teachers are selected to work with student teachers to fulfill the requirements for student teaching at various institutes of higher education. Student teaching is the fieldwork experience necessary to earn a teaching credential.
CUSD Strategic Plan Pillar 1: Community Relations
Contact: Julie Hatchel, Assistant Superintendent, Education Service, Education Services, Elementary
- BUSINESS & SUPPORT SERVICES**
9. **PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:** Page 251
EXHIBIT 9
 Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The expenditures related to the listed purchase orders and commercial warrants included in this item were previously authorized as part of the District's budget approval process. The purchase orders total \$1,732,287.68 and the commercial warrants total \$7,310,986.87. Attachment 3 is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings. Attachment 4 is a list of previously Board approved by vendor warrants exceeding \$250,000.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

10. DONATION OF FUNDS AND EQUIPMENT:

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$143,185.74 in cash. These funds will be deposited in the appropriate school accounts. Items other than cash have no financial impact on the budget. The District does not guarantee maintenance of items or the expenditure of any District funds for continued use.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Page 285

EXHIBIT 10

11. INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE, AND MASTER CONTRACT AGREEMENTS:

Approval of the District standardized Independent Contractor, Professional Services, Master Contract, and Field Service Agreements. Due to state budget cuts to schools over the last several years, staff requests contractors to reduce their fees for services by ten percent. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The exhibit shows one new agreement totaling \$22,710.71, one new agreement ratification totaling \$2,500, two extensions to existing agreements totaling \$15,000, two extension ratifications to existing agreements totaling \$16,500, four amendment ratifications to an existing agreements totaling \$120,000, and one extension and amendment ratification to an existing agreement totaling \$10,000. Due to the size of the contract documents, the General Conditions for each type of agreement are posted online on the District's Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

CUSD Strategic Plan Pillar 5: Effective Operations

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

Page 287

EXHIBIT 11

12. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENTS:

Approval of the ratification of special education Informal Dispute Resolution Agreement Case #122613. Due to the confidential nature of the agreement, supporting information is provided to Trustees under separate cover.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations

13. SPECIAL EDUCATION SETTLEMENT AGREEMENT:

Approval of special education Settlement Agreement Case #2013120473. Due to the confidential nature of the agreement, supporting information is provided to Trustees under separate cover.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations

14. AMENDMENT TO AGREEMENT BID NO. 1314-03, ASPHALT PAVING, SEALCOATING, AND REPAIR, BEN'S ASPHALT, INCORPORATED:

Approval of the Amendment to Agreement Bid No. 1314-03 for asphalt paving, sealcoating, and repair services with Ben's Asphalt, Incorporated, increasing the not-to-exceed amount to \$850,000 annually, for additional services, as requested by the District. Services provided under this contract are funded by deferred maintenance and routine restricted maintenance accounts.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Page 383

EXHIBIT 14

PERSONNEL SERVICES

15. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:

Page 395
EXHIBIT 15

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.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

16. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:

Page 401
EXHIBIT 16

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

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

17. AUTHORIZATION OF COACHES TO PROVIDE SECOND SEMESTER PHYSICAL EDUCATION CREDIT:

Page 407
EXHIBIT 17

Approval of teachers who are credentialed in subjects other than physical education (PE) to provide PE credit to students in that respective sport. Districts may assign a teacher with a credential in a subject area other than PE to coach a competitive sport and award PE credit to students. State law requires that such teachers be full-time employees of a district, complete a minimum of 20 hours of first-aid instruction, have training on the harmful effects of steroid use, and be approved by the Board. It has been determined all teachers who do not hold a PE credential, but are assigned coaching activities for which such credit is given, are full-time employees of the District and have completed cardiopulmonary resuscitation and first-aid instruction. Coaching stipends are budgeted and funded through the general fund or booster club donations. There is no financial impact.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Motion by _____

Seconded by _____

ROLL CALL:

Student Advisor Leilah Rodriguez _____

Trustee Addonizio _____

Trustee Bryson _____

Trustee Hanacek _____

Trustee Hatton-Hodson _____

Trustee Pritchard _____

Trustee Reardon _____

Trustee Alpay _____

NOTE: BY USING A ROLL CALL VOTE FOR THE CONSENT CALENDAR, IT WILL MEET THE NEED FOR ACTION ITEMS WHICH REQUIRE A SIMPLE MOTION OR ROLL CALL VOTE.

ADJOURNMENT

Motion by _____

Seconded by _____

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY,
MARCH 12, 2014, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE
BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

For information regarding Capistrano Unified School District, please visit our website: www.capousd.org

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

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

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

February 26, 2014

**PRESENTATION OF THE REVISED PROGRAM IMPROVEMENT YEAR 3 LOCAL
EDUCATIONAL AGENCY PLAN**

BACKGROUND INFORMATION

The approval of a Local Educational Agency (LEA) Plan by the local school board and State Board of Education is a requirement for receiving federal funding subgrants for No Child Left Behind (NCLB) programs. The LEA Plan includes specific descriptions and assurances as outlined in the provisions included in NCLB. In essence, LEA Plans describe the actions that LEAs will take to ensure they meet certain programmatic requirements, including student academic services designed to increase student achievement and performance, coordination of services, needs assessments, consultations, school choice, supplemental services, homeless students' services, and others as required.

When a district enters Year 3 of Program Improvement, the LEA Plan is amended to include additional actions to address the learning needs of student groups whose academic performance contributed to the inability of the district to make Adequate Yearly Progress.

The plan was Board approved and submitted to the California Department of Education (CDE) in March 2013 for review. Based on the State Board of Education rubric, CDE readers requested additional information on the strategies and actions to support the specific needs of students with disabilities in the standards-based, standards-aligned instructional program.

CURRENT CONSIDERATIONS

This item pertains to the presentation of the revised Program Improvement Year 3 Local Educational Agency Plan. Staff revised the plan to include the following information:

- Teachers on Special Assignment and Literacy Assistants to meet the needs of students with disabilities in the core instructional program (pgs. 22, 32)
- California Modified Assessment (CMA) and California Alternative Performance Assessment (CAPA) in the list of assessments (pgs. 23, 34)
- Special Education staff development and professional collaboration (pgs. 26, 33)

CDE requires local board approval of the revised plan and posting of the revised plan on the District website.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATIONS

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, Elementary, to present a summary of the revised Program Improvement Year 3 Local Educational Agency Plan.

Following discussion, it is recommended the Board of Trustees approve the revised Program Improvement Year 3 Local Educational Agency Plan.

(CDE use only) Application #	
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**Elementary and Secondary Education Act/No Child Left Behind Act of 2001
LOCAL EDUCATIONAL AGENCY (LEA) PLAN
for
LEAs in PROGRAM IMPROVEMENT YEAR 3 CORRECTIVE ACTION**

Please submit your completed revised LEA Plan by e-mail to LEAP@cde.ca.gov **no later than March 10, 2012**. Please indicate in the subject line of the e-mail: 1) the name of your LEA; 2) the Program Improvement Year; and 3) the name of the document attached (e.g., ZZZ Unified School District; PI Year 3; Revised LEA Plan).

LEA Plan Information:

Name of LEA: Capistrano Unified School District

County/District Code: 30-66464

Dates of Plan Duration (should be up to three years): July 1, 2012-June 30, 2015

Date of Local Governing Board Approval: February 26, 2014

District Superintendent: Dr. Joseph M. Farley

Address: 33122 Valle Road

City: San Juan Capistrano State: CA Zip: 92675

Phone: 949-234-9200 Fax: 949-496-7681

Certification: I hereby certify that all of the applicable state and federal rules and regulations will be observed by this LEA and that, to the best of my knowledge, information contained in this Plan is correct and complete. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained onsite. I certify that we accept all general and program specific assurances for Titles I, II, and/or III as appropriate, except for those for which a waiver has been obtained. A copy of all waivers will remain on file. I certify that actual ink signatures for this LEA Plan/Plan Addendum/Action Plan are on file, including signatures of any required external providers, i.e., district assistance and intervention team or other technical assistance provider.

See Assurances on pages 89 – 98. Signatures are required on page 99.

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Part I

Background and Overview

Background

Descriptions of the Consolidated Application, the Local Educational Agency Plan, the Single Plan for Student Achievement, and the Categorical Program Monitoring Process

Development Process for the LEA Plan

LEA Plan Planning Checklist

Federal and State Programs Checklist

District Budget for Federal and State Programs

Background

The No Child Left Behind (NCLB) Act of 2001 embodies four key principles:

- Stronger accountability for results
- Greater flexibility and local control for states, school districts, and schools in the use of federal funds
- Enhanced parental choice for parents of children from disadvantaged backgrounds, and
- A focus on what works, emphasizing teaching methods that have been demonstrated to be effective.

(Text of the legislation can be found at <http://www.cde.ca.gov/nclb/fr/>)

In May 2002, California's State Board of Education (SBE) demonstrated the state's commitment to the development of an accountability system to achieve the goals of NCLB by adopting five **Performance Goals**:

- 1. All students will reach high standards, at a minimum attaining proficiency or better in reading and mathematics, by 2013-14.**
- 2. All limited-English-proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.**
- 3. By 2005-06, all students will be taught by highly qualified teachers.**
- 4. All students will be educated in learning environments that are safe, drug-free, and conducive to learning.**
- 5. All students will graduate from high school.**

In addition, 12 performance indicators linked to those goals were adopted (see Appendix A), as specified by the U.S. Department of Education (USDE). Performance targets, developed for each indicator, were adopted by the SBE in May 2003.

Collectively, NCLB's goals, along with the performance indicators and targets, constitute California's framework for ESEA accountability. This framework provides the basis for the state's improvement efforts, informing policy decisions by SBE, and implementation efforts by CDE to fully realize the system envisioned by NCLB. It also provides a basis for coordination with California's Legislature and the Governor's Office.

Since 1995, California has been building an educational system consisting of five major components:

- Rigorous academic standards
- Standards-aligned instructional materials
- Standards-based professional development
- Standards-aligned assessment
- An accountability structure that measures school effectiveness in light of student achievement.

As a result, California is well positioned to implement the tenets of NCLB.

State and federally funded initiatives aimed at improving student achievement must complement each other and work in tandem in order to have the greatest impact. In California, the state and federal consolidated applications, competitive grants, the state accountability system, the Categorical Program Monitoring process, **local educational agency plans**, professional development opportunities, and technical assistance all are moving toward a level of alignment and streamlining. The result of this consolidation will be to provide a cohesive, comprehensive, and focused effort for supporting and improving the state's lowest-performing schools and appropriate reporting mechanisms.

Descriptions of the Consolidated Application, the Local Education Agency Plan, and the Categorical Program Monitoring

In order to meet legislative requirements for specific state and federal programs and funding, California currently employs four major processes: the Consolidated State Application, the Local Educational Agency Plan, the school-level Single Plan for Student Achievement, and Categorical Program Monitoring. **California is moving toward more closely coordinating and streamlining these processes to eliminate redundancies and make them less labor intensive for LEA's, while continuing to fulfill all requirements outlined in state and federal law.**

Below is a brief description of the ways in which these various processes currently are used in California.

The Consolidated Application (ConApp)

The Consolidated Application is the *fiscal* mechanism used by the California Department of Education to distribute categorical funds from various state and federal programs to county offices, school districts, and charter schools throughout California. Annually, in June, each LEA submits Part I of the Consolidated Application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs.

Part II of the Consolidated Application is submitted in the fall of each year; it contains the district entitlements for each funded program. Out of each state and federal program entitlement, districts allocate funds for indirect costs of

administration, for programs operated by the district office, and for programs operated at schools.

The Single Plan for Student Achievement (School Plan)

State law requires that school-level plans for programs funded through the Consolidated Application be consolidated in a *Single Plan for Student Achievement (Education Code Section 64001)*, developed by school site councils with the advice of any applicable school advisory committees. LEA's allocate NCLB funds to schools through the Consolidated Application for Title I, Part A, Title III (Limited English Proficient), and Title V (Innovative Programs/Parental Choice). LEA's may elect to allocate other funds to schools for inclusion in school plans. The content of the school plan includes school goals, activities, and expenditures for improving the academic performance of students to the proficient level and above. The plan delineates the actions that are required for program implementation and serves as the school's guide in evaluating progress toward meeting the goals.

The Local Educational Agency Plan (LEA Plan)

The approval of a Local Educational Agency Plan by the local school board and State Board of Education is a requirement for receiving federal funding sub-grants for NCLB programs. The LEA Plan includes specific descriptions and assurances as outlined in the provisions included in NCLB. In essence, LEA Plans describe the actions that LEAs will take to ensure that they meet certain **programmatic** requirements, including student academic services designed to increase student achievement and performance, coordination of services, needs assessments, consultations, school choice, supplemental services, services to homeless students, and others as required. In addition, LEA Plans summarize assessment data, school goals and activities from the *Single Plans for Student Achievement* developed by the LEA's schools.

Federal Program Monitoring (FPM)

State and federal law require CDE to monitor the implementation of categorical programs operated by local educational agencies. This state-level oversight is accomplished in part by conducting on-site and online reviews of eighteen such programs implemented by local schools and districts. Federal Program Monitoring is conducted for each district once every two years by state staff and local administrators trained to review one or more of these programs. The purpose of the review is to verify **compliance** with requirements of each categorical program, and to ensure that program funds are spent to increase student achievement and performance.

Development Process for the LEA Plan

LEAs must develop a single, coordinated, and comprehensive Plan that describes the educational services for all students that can be used to guide implementation of federal and state-funded programs, the allocation of resources, and reporting requirements. The development of such a plan involves a continuous cycle of assessment, parent and community involvement, planning, implementation, monitoring, and evaluation. The duration of the Plan should be five years. The Plan should be periodically reviewed and updated as needed, but at least once each year.

In developing the Plan, the LEA will review its demographics, test results, performance, and resources. Given that the majority of such information is readily available in the School Accountability Report Card (SARC), the Standardized Testing and Reporting (STAR) performance results, the Academic Performance Index (API) results, and other data sources, the LEA will find the data easy to access via the Internet. (See Appendix B for links to each of the web sites containing student and staff demographic information, SARC, STAR, and API data.) **The LEA is expected to gather and review its own information from these resources and use it to inform the planning process.**

The LEA Plan can serve as a summary of all existing state and federal programs and establish a focus for raising the academic performance of all student groups to achieve state academic standards. In the context of this plan, improvements in instruction, professional development, course offerings, and counseling and prevention programs are means of achieving specific academic and support services goals for all groups of students, including identified under-performing student groups. **Federal law requires that school site administrators, teachers and parents from the LEA (which includes direct-funded charter schools) must be consulted in the planning, development, and revision of the LEA Plan.**

The LEA Plan can be completed using the following recommended steps for plan development.

Step One: Measure the Effectiveness of Current Improvement Strategies

Analyze Student Performance

Conduct a comprehensive data analysis of student achievement, including multiple measures of student performance. Identify all relevant assessments and apply thoughtful analyses of current educational practices to establish benchmarks aimed at raising academic performance for all students, especially identified student groups.

Tables of data for your schools and district are available online:

- API Reports - <http://www.cde.ca.gov/ta/ac/ap>

- Standardized Testing and Reporting (STAR) data - <http://www.cde.ca.gov/ta/tg/sr/>
- LEA Accountability Reports of Annual Measurable Achievement Objectives (AMAOs) for English learners - <http://www.cde.ca.gov/sp/el/t3/acct.asp>
- AYP Reports – <http://www.cde.ca.gov/ta/ac/ay>

Analyze Current Educational Practices, Professional Development, Staffing, and Parental Involvement

Identify, review, and analyze data and related information on factors such as educational practices, parent and community involvement, professional development, support services, and resources that have an impact on student learning.

Over the past several years, CDE has developed several self-assessment tools that schools and districts can use to evaluate these factors and others needed to support academic student achievement:

- The Academic Program Survey (APS) – school-level survey of status of implementation of the nine essential program components
- District Assistance Survey (DAS) – district-level survey of status of implementation of nine essential program components
- Least Restrictive Environment Assessment (LRE) – to examine educational practices for students with disabilities
- English Learner Subgroup Self Assessment (ELSSA) – to improve outcomes for English Learners

These tools can be found on the CDE State Assessment Tools Web page at <http://www.cde.ca.gov/ta/ac/ti/stateassesspi.asp>.

(See Part II, Needs Assessment, for further details.)

Step Two: Seek Input from Staff, Advisory Committees, and Community Members

Seek the input of teachers, administrators, councils, committees, and community members (e.g., school site council; school health council; committees for Limited English Proficient, state compensatory education, gifted and talented education, special education, etc.) The most effective plans are those supported by the entire LEA community. The integration of existing program plans, such as Immediate Intervention/Underperforming Schools Program, High Priority Schools Grant Program, Alternative Education Programs, Focus on Learning: Secondary School Accreditation,

and others does not eliminate any program requirements. The combined process must include the requirements of every program involved.

Step Three: Develop or Revise Performance Goals

Using the five NCLB performance goals and indicators (see Appendix A), develop local performance targets that are: a) derived from school and student subgroup performance data and analysis of related, scientifically based educational practices; b) attainable in the period specified in this Plan and consistent with statewide targets for all students and subgroups; c) specific to the participants (i.e., students, teachers, administrators, paraprofessionals); and d) measurable.

Step Four: Revise Improvement Strategies and Expenditures

For **district-operated** programs, identify the participants, expected performance gains, and means of evaluating gains. Indicate specific improvements and practical monitoring of their implementation and effectiveness. For **school-operated programs**, summarize those same elements from approved *Single Plans for Student Achievement*.

Identify available resources. Aside from fiscal resources available through federal and state funding, programmatic resources are available on the CDE Web site at <http://www.cde.ca.gov>. The Consolidated Application provides funding for **district-operated programs** (including reservations from Title I for various purposes, Title II, Title IV, and Tobacco-Use Prevention) as well as for **school-operated programs** (including Title I, Parts A and D, Title III, Title V, School Improvement, Economic Impact Aid, and 10th Grade Counseling).

Step Five: Local Governing Board Approval

The LEA Plan must be approved by the local governing board prior to submittal to CDE. Ensure that all required signatures are affixed. All subsequent amendments should be approved by the local governing board and kept on file with the original LEA Plan.

Step Six: Monitor Implementation

To verify achievement of performance targets, monitor areas such as: a) assignment and training of highly qualified staff; b) identification of participants; c) implementation of services; d) provision of materials and equipment; e) initial and ongoing assessment of performance; and f) progress made toward establishing a safe learning environment.

The analysis of data (student, school-wide, support services, professional development) is part of the ongoing program monitoring and evaluation. When results are **not** as expected, it may be helpful to consider the following: a) How are performance targets and activities based on student performance and factual assessment of current educational practice? b) How educationally sound is the plan to help reach the targets?

c) How timely and effectively is the plan being implemented? d) If the plan has not been implemented as written, what were the obstacles to implementation?

You may use the checklist on the next page to indicate planning steps as they are completed.

**PLANNING CHECKLIST
FOR LEA PLAN DEVELOPMENT**
(Optional)

✓	LEA Plan – Comprehensive Planning Process Steps
✓	1. Measure effectiveness of current improvement strategies
✓	2. Seek input from staff, advisory committees, and community members.
✓	3. Develop or revise performance goals
✓	4. Revise improvement strategies and expenditures
✓	5. Local governing board approval
✓	6. Monitor Implementation

FEDERAL AND STATE PROGRAMS CHECKLIST

Check (✓) all applicable programs operated by the LEA. In the “other” category, list any additional programs that are reflected in this Plan.

Federal Programs		State Programs	
X	Title I, Part A		EIA – State Compensatory Education
	Title I, Part B, Even Start	X	EIA – Limited English Proficient
	Title I, Part C, Migrant Education		State Migrant Education
	Title I, Part D, Neglected/Delinquent	Flex	School Library Improvement Block Grant
X	Title II, Part A, Subpart 2, Improving Teacher Quality	X	Child Development Programs
	Title II, Part D, Enhancing Education Through Technology		Educational Equity
X	Title III, Limited English Proficient	Flex	Gifted and Talented Education
	Title III, Immigrants		
	Title IV, Part A, Safe and Drug-Free Schools and Communities		Tobacco Use Prevention Education (Prop 99)
	Title V, Part A, Innovative Programs – Parental Choice		Immediate Intervention/ Under performing Schools Program
	Adult Education	Flex	School Safety and Violence Prevention Act (AB1113, AB 658)
	Career Technical Education		Tenth Grade Counseling
	McKinney-Vento Homeless Education		Healthy Start
X	IDEA, Special Education		Dropout Prevention and Recovery Act: School Based Pupil Motivation and Maintenance Program (SB 65)
	21 st Century Community Learning Centers	X	Other (describe): After School Education and Safety (ASES) Grant
X	Other (describe): Program Improvement Corrective Action	X	Other (describe): Quality Education Investment Act (QEIA)
	Other (describe):		Other (describe):

DISTRICT BUDGET FOR FEDERAL PROGRAMS

Please complete the following table with information for your district.

Programs	Prior Year District Carryovers	Current Year District Entitlements	Current Year Direct Services to Students at School Sites (\$)	Current Year Direct Services to Students at School Sites (%)
Title I, Part A	1,182,208	4,084,720	4,445,014	85%
Title I, Part B, Even Start	0	0	0	N/A
Title I, Part C, Migrant Education	0	0	0	N/A
Title I, Part D, Neglected/Delinquent	0	0	0	N/A
Title II Part A, Subpart 2, Improving Teacher Quality	99,056	913,064	971,635	96%
Title II, Part D, Enhancing Education Through Technology	0	0	0	N/A
Title III, Limited English Proficient	0	568,084	556,722	98%
Title III, Immigrants	0	0	0	N/A
Title IV, Part A, Safe and Drug-free Schools and Communities	0	0	0	N/A
Title V, Part A, Innovative Programs – Parental Choice	0	0	0	N/A
Adult Education	0	1,569,989	658,932	42%
Career Technical Education	0	246,686	236,494	96%
McKinney-Vento Homeless Education	0	0	0	N/A
IDEA, Special Education	0	8,600,756	8,267,573	96%
21 st Century Community Learning Centers	0	0	0	N/A
Other (describe) Program Improvement Corrective Action	0	350,000	297,500	85%
TOTAL	1,281,264	16,333,299	15,433,870	88%

DISTRICT BUDGET FOR STATE PROGRAMS

Please complete the following table with information for your district.

Categories	Prior Year District Carryovers	Current Year District Entitlements	Current Year Direct Services to Students at School Sites (\$)	Current Year Direct Services to Students at School Sites (%)
EIA – State Compensatory Education	0	0	0	N/A
EIA – Limited English Proficient	245,159	3,475,540	2,915,289	85%
State Migrant Education	0	0	0	N/A
School and Library Improvement Block Grant	0	2,781,218	709,910	26%
Child Development Programs	0	2,296,588	2,201,695	96%
Educational Equity	0	0	0	N/A
Gifted and Talented Education	35,889	333,739	140,782	38%
Tobacco Use Prevention Education – (Prop. 99)	0	0	0	N/A
High Priority Schools Grant Program (HPSGP)	0	0	0	N/A
School Safety and Violence Prevention Act (AB 1113)	0	655,595	572,244	87%
Tenth Grade Counseling	0	0	0	N/A
Healthy Start	0	0	0	N/A
Dropout Prevention and Recovery Act: School-based Pupil Motivation and Maintenance Program (SB 65)	0	0	0	N/A
Other (describe) After School Education and Safety (ASES) Grant	0	562,500	540,000	96%
Other (describe) Quality Education Investment Act (QEIA)	92,572	413,100	488,603	96%
TOTAL	373,620	10,518,280	7,568,523	69%

Part II

The Plan

Needs Assessments

Academic Achievement

Professional Development and Hiring

School Safety

Descriptions – District Planning

District Profile

Local Measures of Student Performance

Performance Goal 1

Performance Goal 2

Performance Goal 3

Performance Goal 4

Performance Goal 5

Additional Mandatory Title I Descriptions

Needs Assessment

The passage of NCLB imposes a number of significant new requirements on LEAs as conditions for funding provided at the state and local levels. Among these are reporting requirements designed to facilitate accountability for improving **student academic performance, teacher quality, and school safety**. As such, a needs assessment to determine strengths and weaknesses in these areas must be conducted.

In determining specific areas of need to be addressed in the Plan, the LEA should review its demographics, test results, and resources. The majority of such information is readily available on the LEA's School Accountability Report Card (SARC), the Standardized Testing and Reporting (STAR) performance results, the California English Language Development Test (CELDT) results, the Academic Performance Index (API) results, CBEDS, DataQuest, and other data sources. This data is easily accessible via the Internet (see Appendix B for links to each of the Web sites that contain student and staff demographic information, SARC, STAR, CELDT, and API data). The LEA is expected to gather and review its own information from these resources to determine strengths and needs and to shape the planning process.

Academic Performance

The needs assessment should include a focus on the academic areas highlighted in California's Performance Goals 1, 2, 3, and 5 (see Appendix A for a full listing of all of California's Performance Goals and Indicators), including:

- Statewide standards, assessment, and accountability
- Local assessments and accountability
- Coordination and integration of federal and state educational programs
- The LEA academic assessment plan

Teacher Quality

Another component of the needs assessment should examine local needs for professional development and hiring. LEA teachers and administrators should participate in this process to identify activities that will provide:

- Teachers with the subject matter knowledge and teaching skills to provide all students the opportunity to meet challenging state academic achievement standards, and
- Principals the instructional leadership skills to help teachers provide all students the opportunity to meet the state's academic achievement standards.

School Safety and Prevention

The LEA needs assessment also focuses on Performance Goal 4 (see Appendix A). It is based on an evaluation of objective data regarding the incidence of violence, alcohol, tobacco, and other illegal drug use in the elementary and secondary schools and the communities to be served. It includes the objective analysis of the current conditions

and consequences regarding violence, alcohol, tobacco, and other illegal drug use, including delinquency and serious discipline problems, among students who attend such schools (including private school students who participate in the drug and violence prevention program). This analysis is based on ongoing local assessment or evaluation activities (Sec. 4115 (a)(1)(A). California's Healthy Kids Survey may also provide useful information in this area. The Survey is available at http://www.wested.org/pub/docs/chks_survey.html

Descriptions – District Planning

Once local strengths and needs are identified as a result of examining and evaluating current district-level data, specific descriptions can be written of how program goals will be implemented to improve student academic achievement. **On the pages that follow, the LEA will provide descriptions and information about how it plans to address the requirements of NCLB based upon results of the needs assessment.**

Collectively, these descriptions, along with the Assurances in Part III of this document, comprise the LEA Plan.

District Profile

In the space below, please provide a brief narrative description of your district. Include your district's vision/mission statement and any additional information about the make-up of your district, including grade levels and demographics of students served, in order to provide background and a rationale for the descriptions included in the LEA Plan.



Mission Statement

CUSD's mission, in partnership with the home and our richly diverse community, is to educate students and to assist them in realizing their full potential as responsible, productive, and contributing members of society by providing an educational environment in which students are challenged, excellence is expected, and differences are valued.

Vision

Educated, responsible, and confident citizens succeeding in a global society.

District Profile

All staff in Capistrano Unified School District is committed to the belief that children will learn, that children will learn more today than yesterday, and that they will learn more tomorrow than today. The district's commitment to the more than 51,000 students entrusted to its care remains steadfast despite state funding difficulties and other challenges. Our commitment to instructional excellence drives the mission of our more than 3,900 employees.

Number of Schools	
Elementary Schools	34
K-8	2
Middle Schools	10
High Schools	6
Alternative Education	1
Adult Education	1
Exceptional Needs Facilities	2
Independent Study High School	1

Founded in 1965, Capistrano Unified encompasses 195 square miles in seven cities and a portion of the unincorporated area of Orange County. With 55 campuses, it is the largest employer in south Orange County. The district includes all or part of the cities of San Clemente, Dana Point, San Juan Capistrano, Laguna Niguel, Aliso Viejo, Mission Viejo and Rancho Santa Margarita, and the communities of Las Flores, Coto de Caza, Dove Canyon, Ladera Ranch, and Wagon Wheel.

Ethnic Composition	
White	61%
Hispanic	24.7%
Asian	5.3%
Filipino	1.7%
African American	1.2%
Amer. Indian/Alaska Native	0.4%
Pacific Islander	0.2%
Multiple/Declined to state	5.4%

The district is governed by a seven-member Board of Trustees, which generally meets twice monthly at the Capistrano Unified School District (CUSD) Education Center.

Number of Personnel	
Certificated Employees	2,211
Classified Employees	1,729
Total Number of Employees	3,940

Capistrano Unified has grown significantly during its lifetime. In the last 19 years:

- The student population grew by nearly 27,000 students.
- The district opened 31 schools.
- Nearly 2,000 teachers and support employees were hired.
- The number of courses and curricular offerings increased ten-fold.
- The district's schools earned 52 California Distinguished School recognitions and 12 National Blue Ribbon recognitions—among the many honors awarded to CUSD.

In the same period, more focus was placed on individualized education; innovative programs were created; and—most important—student achievement increased.

Local Measures of Student Performance (*other* than State-level assessments)

Per NCLB Section 1112 regarding Local Educational Agency Plans, each LEA must provide the following descriptions in its Plan:

A description of high-quality student academic assessments, *if any*, that are in addition to the academic assessments described in the State Plan under section 1111(b) (3), *that the local educational agency and schools served under this part will use to:*

- a) Determine the success of students in meeting the State student academic achievement standards and provide information to teachers, parents, and students on the progress being made toward meeting student academic achievement standards;
- b) Assist in diagnosis, teaching, and learning in the classroom in ways that best enable low-achieving students to meet State student achievement academic standards and do well in the local curriculum;
- c) Determine what revisions are needed to projects under this part so that such children meet the State student academic achievement standards; and
- d) Identify effectively students who may be at risk for reading failure or who are having difficulty reading, through the use of screening, diagnostic, and classroom-based instructional reading assessments.

If the LEA uses such assessments in addition to State Academic assessments, please provide a succinct description below, and indicate grade levels and students served with such assessments.

Also, please describe any other indicators that will be used in addition to the academic indicators described in Section 1111 for the uses described in that Section.

Grades	English Language Arts (ELA) Assessments
	English Language Development (ELD) Assessments
2-11	California Standards Test (CST)
K-12	California English Language Development Test (CELDT)
K-3	Dynamic Indicators of Basic Early Literacy Skills (DIBELS)
K-5	Standards-based Report Card
4, 7	STAR Writing
5-8	Action Learning Systems Reading Placement Test
6-12	Grade Reports
10-12	California High School Exit Exam (CAHSEE) ELA
11	Early Assessment Program (EAP)

Grades	Mathematics Assessments
2-11	California Standards Test (CST)
K-1	Primary Math Assessment System
2-5	Math Benchmarks
K-5	Standards-based Report Card
5	Math Challenge Test
6-12	Grade Reports
6-8	Common Mid-term and End of Course Summative Exams
10-12	California High School Exit Exam (CAHSEE) Math

Performance Goal 1: All students will reach high standards, at a minimum, attaining proficiency or better in reading and mathematics, by 2013-14.

Planned Improvement in Student Performance in Reading

(Summarize information from district-operated programs and approved school-level plans)

Description of Specific Actions to Improve Education Practice in Reading			Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
1. Alignment of instruction with content standards: 1a. Core Instructional Programs – The District uses the following State Board of Education (SBE)-adopted standards-based, and board approved basic core instructional programs and materials for English language arts (ELA), English Language Development (ELD), and intensive intervention.			Special Education staff, TOSAs 7/1/2012-6/30/2013	Core textbook purchases and replacement materials TOSAs <u>Literacy Assistants</u>	\$500,000 <u>\$120,000</u>	IDEA <u>IDEA</u>
Grade(s)	Title	Publisher				
K-5	Open Court Reading	McGraw-Hill SRA				
K-5	Signatures	Harcourt Brace				
6-8	Literature	Prentice Hall				
6-8	Writing and Grammar	Prentice Hall				
9-12	Language of Literature	McDougal Littell	Special Education staff, TOSAs 7/1/2012-6/30/2013	TOSAs <u>Literacy Assistants</u>	\$500,000 <u>\$120,000</u>	IDEA <u>IDEA</u>
6-12	Various Novels	Various				
1b. High Quality Professional Development - Professional development for teachers has taken place on specific content of the literacy standards and strategies for their attainment with an emphasis on quality Tier 1 teaching/pedagogy, and use of standards-based instructional materials.			Exec. Director, Assessment and Accountability, Principals, Teachers 7/1/2012-6/30/2013	Exec. Director, Assessment and Accountability Teacher Additional Assignment for Common Core Task Force	\$17,000 \$52,080	Title I SLIBG
Ongoing embedded professional development during weekly						

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source										
collaborative time is used by teams to design and analyze instruction and assessment aligned to the standards. Professional development for all teachers is emphasizing the transition to the CCSS in ELA.		Substitutes for Common Core Training Expository Reading and Writing Training	\$57,000 \$5,082	Title 1 Title 1										
1c. Assessment - Teams use data from various assessments that monitor student achievements in literacy (e.g. CST, <u>CMA</u> , <u>CAPA</u> , benchmark assessments and DIBELS), and respond to students' needs with additional support including differentiated classroom instruction.	Exec. Director, Assessment and Accountability, Principals, Teachers 7/1/2012-6/30/2013	Benchmark analysis Benchmark customization Substitutes DIBELS ELD Advisors	\$32,000 \$1,200 \$1,000 \$6,400 \$1,200 \$29,000	Title I-Staff Dev. Title I SLIBG Title I-Staff Dev. Title I EIA										
2. Use of standards-aligned instructional materials and strategies: 2a. District Adoption of Standards-Aligned Instructional Materials: The adoption process is coordinated by the Executive Director, Secondary Education with representatives from K-5, 6-8, and 9-12. The adoption process includes a review and selection of standards-aligned instructional materials by a committee/consult group of administrators. Materials are also available for public review prior to final approval by the school board. Base program materials have been approved by the school board for adoption for use district-wide.	Asst. Supt. Education, Ex. Director, Secondary Education, TOSAs, Admin., Teachers 7/1/2012-6/30/2013	Textbook purchases: New and replacement of consumable instructional materials costs for Reading/English Language Arts programs												
2b. Intervention Materials <table><tr><td>Grade</td><td>Intervention Program</td></tr><tr><td>K-1</td><td>Early Reading Intervention (ERI)</td></tr><tr><td>1-3</td><td>Early Intervention in Reading (EIR)</td></tr><tr><td>3-12</td><td>SRA Corrective Reading</td></tr><tr><td>6-12</td><td>Keystone</td></tr></table>	Grade	Intervention Program	K-1	Early Reading Intervention (ERI)	1-3	Early Intervention in Reading (EIR)	3-12	SRA Corrective Reading	6-12	Keystone	Principals, Teachers 7/1/2012-6/30/2013			
Grade	Intervention Program													
K-1	Early Reading Intervention (ERI)													
1-3	Early Intervention in Reading (EIR)													
3-12	SRA Corrective Reading													
6-12	Keystone													

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
Title 1 teachers completed initial core curriculum training on standards-aligned curriculum materials, which was conducted by Open Court textbook publisher trainers. Follow-up training and coaching is provided to high priority schools. Interventions such as ERI, EIR, and SRA were selected to target areas of need based on achievement data, and teachers were trained in support of their implementation. Special Education Curriculum Matrix was developed to assist teachers in selecting appropriate materials for students.	TOSAs Sr. Staff Secretary 7/1/2012-6/30/2013	Science instructional materials (with informational text) Clerical support for PD, etc. Common Core State Standards Materials	\$5,000 \$58,000 \$17,000 \$1,708 \$400	Title I Title II Title I SLIBG Title 1
2c. Lesson Design for Effective Instructional Delivery The district's Achievement for All initiative has placed a major emphasis on the implementation of Quality First Instruction across all classrooms. Within this model of exemplary instruction are embedded practices to support students who are struggling learners as well as English Learners. All teachers have received additional training and support in the use of strategies to support English Learners in their attainment of grade level standards. SIOP strategies form the basis of this training, which embeds direct professional development and a site coaching model.	Asst. Supt., Education, Ed. Services Directors, Administrators, Teachers 7/1/2012-6/30/2013	TOSAs	\$541,100 \$171,000 \$ 51,000 \$ 42,000	EIA Title III Title I Staff Dev Title II
3. Extended learning time: Provide before or after school interventions to support at-risk students. 3a. After School Programs - After School Education and Safety (ASES) program to provide literacy, academic enrichment and safe constructive alternatives for students.	Exec. Director, State and Fed. Principals at Kinoshita, Las Palmas, RH Dana San Juan, and Viejo 7/1/2012-6/30/2015	Contract with YMCA and CampCo. for After School Education and Safety program. Readers theater kits and ABDO books for ASES programs	\$502,500 annually \$6,800	ASES Title I

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
3b Supplemental Educational Services (SES) - SES tutoring for students at schools in Program Improvement Year 2 or higher.	TOSA Principals at Program Improvement Year 2 or higher schools 9/1/2012-6/1/2013	After-school transportation Supplemental Educational Services	\$14,200 \$443,212	Title I Title 1 SES Set-Aside
3c. Summer Intervention - Title 1 summer intervention programs to provide intervention and support to at-risk students.	Title 1 Principals August, 2012	Title I Summer program/teacher additional assignment	\$9,800	Title I
4. Increased access to technology: 4a. Technology - Additional technology to support literacy.	Ex. Director, TIS, Principals, Teachers 7/1/2012-6/30/2013	Educational technology	\$32,000	Title I
4b. Professional Development - Teachers have received training on new applications to support reading fluency.	TOSA, Teachers 7/1/2012-6/30/2013			
4c. District Master Technology Plan – The District will implement the Master Technology Plan	Ex. Director, TIS, Admin., TOSAs, Teachers 2012-2015			
4d. District Data and Information Systems – The District will use Illuminate (Data System) and AERIES (Student Information System) to provide district, site, and teacher reports of achievement results. Administrators and Teachers will receive training on Illuminate and AERIES as new reports are developed for their use in data analysis, planning and instruction.	Ex. Director, Assessment and Evaluation, TOSAs, Admin., Teachers 7/1/2012-6/30/2013			
4e. Online Course Opportunities – The District currently offers credit recovery and an online high school.	High School Principals, High School Teachers 7/1/2012-6/30/2013			

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
5. Staff development and professional collaboration aligned with standards-based instructional materials: 5a. Common Core State Standards - Districtwide professional development is focusing on the transition to the Common Core State Standards in English Language Arts/Literacy. K-12 training is provided through a number of vehicles, facilitating teacher knowledge of content standards and strategies for their attainment for all learners <u>including students with disabilities</u>. Training is tiered for specific grade levels and content areas, embedding best instructional practices, including SIOP strategies.	TOSAs Dir., Instr. Support & Prof. Learning 7/1/2012-6/30/2013	Substitutes and teacher additional assignment to release for professional development Dir., Instr. Support & Prof. Learning	\$300,000 \$68,000 \$17,000 \$85,000	EIA Title II Title I Title I Staff Dev
5b. Special Education Professional Development - Elementary Special Education teachers participate in job alike meetings on a weekly basis to share student data to collaborate on best practices for students with disabilities. Executive Director, Special Education meets monthly with Assistant Principals and Department Chairs. Special Education professional development will include Capistrano Autism Training (CAT) for Autism Certificate Program, Special Education Clear Credential program, Secondary SH Teacher training, IEP Meeting and Compliance Training, and Hughes Bill training. In addition, TOSAs will meet with teams to review IEP meeting components and legal mandates.	Elem. Special Ed. Teachers Executive Director, Special Education 7/1/2012-6/30/2013	Substitutes and Additional Assignment	\$11,650	IDEA
6. Involvement of staff, parents, and community (including notification procedures, parent outreach, and interpretation of student assessment results to parents): 6a. Parent Engagement - Bilingual Community Liaisons (BCL) have facilitated parent outreach efforts and increased involvement of parents of at-risk students to support learning. BCLs participate in the student study team and IEP process	Director, Curriculum and Instruction BCLs 7/1/2012 to 6/30/13	BCLs Parent project facilitators Parent education class materials and babysitting Transportation to GRIP events	\$482,000 \$5,000 \$325	EIA EIA Title I

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
and help communicate assessment results to parents, as well as assist in ensuring that parents are appropriately notified of concerns and/or interventions and support.		Mass Notification System	\$5,000	SLIBG
6b. Governance/Advisory Committees – Each school will maintain a School Site Council (SSC) with staff and parents. The SSC contributes input to the school leadership team on how to improve reading programs. Title 1 schools maintain a School Parent Involvement Policy and a School-Parent Compact, which is reviewed and updated annually. Each school with 21 or more English Learners will maintain an English Learner Advisory Committee (ELAC) to advise the SSC on English Learner programs. The District English Learner Advisory Committee (DELAC) will continue to review the District Parent Involvement Policy.	Director, Curriculum and Instruction, Principals, Teachers, Parents 7/1/2012-6/30/2013			
6c. Notification Procedures – the District will provide parents with information regarding Program Improvement status, school choice, supplemental educational services, and Open Enrollment (SBX5 4), when applicable. Parents will receive Annual Notification of English Learner program placement. School site Bilingual Liaisons or District Language Assessment Center will provide translations for schools in Spanish. School communication to parent will be translated when the population exceeds 15% of a given language.	Ex. Director, State and Federal Programs, Dir. Curriculum and Instruction, Language Assessment Center Staff, Bilingual Community Liaisons, Principals 7/1/2012-6/30/2013			

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
7. Auxiliary services for students and parents (including transition from preschool, elementary, and middle school): 7a. Homeless Students - Students living in homeless situations are supported with services including free lunch, school supplies, school clothing and shoes, OCTA transportation, and referrals to community and district resources.	Ex. Director, State and Federal Programs, BCL, State and Federal Programs 7/1/12 to 6/30/2013	BCL School supplies and clothing OCTA Bus Passes	\$10,100 \$3,600 \$6,840	Title I Homeless Title I Homeless SLIBG
7b. Preschool Support – The District will provide support for Preschool parents in School Readiness, State and Fee-based Preschool, and private programs. Activities include school site visitations and parent information meetings to enhance transition to TK and kindergarten.	Director, Early Childhood Programs, Supervisors, Early Childhood Programs, Principals 7/1/12 to 6/30/2013			
7c. College and Career – Each high school provides parent and student events on college information, testing, and financial aid.	High School Principals, APs Guidance, Academic Advisors, Parents, Students 2012-2015			
7d. District Family Resource Center – Parent education classes are offered at the Family Resource Center on topics such as Effective Parenting and Social Skills.	Ex. Director, State and Federal, Counselors 7/1/12 to 6/30/2013	Class calendar printing	\$500	Title 1 Parent Involvement
7e. Gang Reduction – Gang Reduction and Intervention Partnership (GRIP) is a program to reduce gang involvement and improve student behavior, attendance and academics.	Principals, Teachers, Law Enforcement, Parents, Community Members 7/1/12 to 6/30/2013	Busing for Positive Incentive Events	\$5,000	SLIBG

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
8. Monitoring program effectiveness: The district and school sites monitor program effectiveness using student achievement data and staff, parent, and student feedback/input. This data is analyzed using Illuminate, LARS, and other data analyses processes. Teams also use information from benchmark and common formative measures (team-designed) to monitor student achievement and program effectiveness. Fiscal monitoring of program budgets takes place on an ongoing basis to ensure compliance and alignment with all state and federal program mandates. Special Education TOSAs meet with Special Education teams to review guidelines for use of California Modified Assessment and accommodations/modifications for testing.	Ex. Director, State and Federal Programs, Director, Curriculum and Instruction, Principals Special Education TOSAs and Special Education Teams 7/1/2012-6/30/2013	Categorical and budget trainings Director, Curr. & Instr. Support Document Tracking Services	\$1,700 \$75,000 \$38,000 \$13,740	Title I EIA Title I SLIBG
9. Targeting services and programs to lowest-performing student groups: 9a. Elementary Focused Services - Interventions for reading, targeting low-achieving students, are provided by sites using a variety of models, including flexible grouping, after-school support, and other supplemental services.	Director, Instructional Support & Prof. Learning, Principals, Teachers, Director, State & Fed. Programs 7/1/2012-6/30/2013	Director, State & Fed Programs	\$117,000 \$ 14,000	Title I Title I Homeless
9b. Secondary Focused Services - Allocations to support supplemental class sections (i.e. Academic Support for EL's, CAHSEE, credit recovery/academic intervention) are provided to high schools.	Director, Instructional Support & Prof. Learning, Secondary Principals, Teachers 7/1/12 to 6/30/2013	Secondary course sections for intervention classes	\$286,000 \$320,000	Title II Title III

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
9c. Program Improvement – Directors and TOSAs support program improvement and Title 1 schools with data analysis and guidance for improving achievement in areas that caused the PI identification. Education Services Assistant Superintendent and Directors comprise the District Site Leadership Team (DSLTT) to provide support to Program Improvement schools regarding program plans and decision making.	Assist. Supt., Education, Ed. Services Directors, Title 1 Principals, TOSAs 2012-2015			
10. Any additional services tied to student academic needs: 10a. Safety and Communication – Safety and communication in the learning environment supports the learning process.	Exec. Director, Safety and Student Services District Office and Site Administrators and Support Staff 7/1/2012-6/30/2013	Radios for staff communication	\$44,500	SLIBG

Performance Goal 1: All students will reach high standards, at a minimum, attaining proficiency or better in reading and mathematics, by 2013-14.

Planned Improvement in Student Performance in Mathematics
(Summarize information from district-operated programs and approved school-level plans)

Description of Specific Actions to Improve Education Practice in Mathematics				Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
1. Alignment of instruction with content standards: 1a. Core Instructional Programs: The District uses the following State Board of Education (SBE)-adopted, standards-based, and board approved basic core instructional programs and materials for mathematics.				7/1/2012-6/30/2013	Core textbook purchases and replacement materials		
Grade(s)	Title	Publisher	Course				
K-5	Envision Math	Pearson	Math				
6	Math Course 1	Holt McDougal	Math 6				
6-12	Algebra 1 CA	Holt McDougal	Algebra 1				
6-7	Math Course 2	Holt McDougal	Pre-Algebra				
7-8	Geometry CA	Holt McDougal	Geometry				
9-12	Precalculus w/ Unit Circle Trig.	Thomson	Precalculus Honors				
9-12	Geometry	Glencoe	Geometry				
9-12	Intro. To Statistics and Data Analysis	Thomson	Statistics AP				
10-12	Precalculus	Holt McDougal	Precalculus				
11-12	Elem. Statistics	Prentice Hall	Intro Statistics				
11-12	Calculus	Thomson	Calculus AB and BC				
The Capistrano USD math curriculum has already been aligned to the Common Core Math Standards in Grades K-6, and is currently being implemented in all CUSD elementary and middle schools. Grades 7 and 8 will be implementing the Common Core Math Standards starting in the 2013-14 school							

year, and high schools will follow with Common Core Math Standards-aligned courses in 2014-15.					
TOSAs are available to teachers to assist in meeting the needs of students with disabilities in the core instructional program.					
1b. High Quality Professional Development - Professional development for teachers has taken place with an emphasis on implementation of the standards-based, core instructional program in math focusing on the transition to the Common Core State Standards.	Principals, Teachers, TOSAs 7/1/2012-6/30/2013	Substitutes for Common Core Training	\$2,000	Title 1	
Ongoing embedded professional development during weekly collaborative time is used by teams to design and analyze instruction and assessment aligned to the standards.					
Secondary Math Department Chairs meet regularly with the math TOSA.					
2. Use of standards-aligned instructional materials and strategies:	TOSA	Math Common Core Books	\$3,634 \$400	SLIBG Title 1	
2a, Standards-Aligned Instructional Materials - Until a new list of state-approved Common Core Math Standards-aligned K-8 textbooks is released (scheduled to take place in March 2014), the District will continue to use its previously-adopted California standards-based basal math textbooks.	7/1/2012-6/30/2013	Calculators, Compasses	\$19,884	SLIBG	
2b. Intervention Materials	Principals, Teachers 9/1/2012-6/11/2013				
Grade	Intervention Program				
2-8	Fastt Math				
3-8	Fraction Nation				
K-5	ST Math				
Special Education Curriculum Matrix was developed to assist teachers in selecting appropriate materials for students.					

3. Extended learning time: 3a. Summer Programs – The District offers a Summer Algebra class to provide an opportunity for Algebra 1A student to complete the Algebra 1B curriculum over the summer. Students who pass the summer Algebra Final Exam qualify to enroll in Geometry the following school year.	7/1/2013-6/30/2014	Teacher Additional Assignment Materials	\$6,134 \$500 \$500	SLIBG Title 1 SLIBG
4. Increased access to technology: 4a. Technology - As indicated in the Common Core Math Practices, the appropriate use of calculators will be increased in elementary, middle, and high school math classes. The use of spreadsheets will be embedded into the middle school math curriculum, as well.	7/1/2012-6/30/2013			
4b. District Data and Information Systems – The District will use Illuminate (Data System) and AERIES (Student Information System) to provide district, site, and teacher reports of achievement results. Administrators and Teachers will receive training on Illuminate and AERIES as new reports are developed for their use in data analysis, planning and instruction.	Ex. Director, Assessment and Evaluation, TOSAs, Admin., Teachers			
4c. Online Course Opportunities – The District currently offers credit recovery and an online high school.	High School Principals, High School Teachers			
5. Staff development and professional collaboration aligned with standards-based instructional materials: 5a. Common Core State Standards - Provide presentations to teachers and administrators, including <u>Special Education</u> both at school sites and at the district office regarding the Common Core Math Standards, and how the District's instructional materials, as well as other ancillary materials, should be used to address those standards.	TOSA 7/1/2012-6/30/2013			

5b. Special Education Professional Development - Elementary Special Education teachers participate in job alike meetings on a weekly basis to share student data to collaborate on best practices for students with disabilities. Executive Director, Special Education meets monthly with Assistant Principals and Department Chairs. Special Education professional development will include Capistrano Autism Training (CAT) for Autism Certificate Program, Special Education Clear Credential program, Secondary SH Teacher training, IEP Meeting and Compliance Training, and Hughes Bill training. In addition, TOSAs will meet with teams to review IEP meeting components and legal mandates.	Elem. Special Ed. Teachers Executive Director, Special Education 7/1/2012-6/30/2013	Substitutes and Additional Assignment	\$11,650 IDEA
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6. Involvement of staff, parents, and community (including notification procedures, parent outreach, and interpretation of student assessment results to parents): 6a. Parent Engagement – The District provides multiple opportunities for staff, parents, and community members to become actively engaged as partners in education. The activities listed below provide information to parents on their child's academic performance, strategies to support their learning, academic proficiency levels and available interventions.	Asst. Supt., Education, Ed. Services Directors, Administrators, Teachers 7/1/2012-6/30/2013	Exec. Director, Assessment and Evaluation Fall 2012	TOSA 9/1/2012-6/1/2013
Parents are sent CST, CMA, and CAPA results with an explanation on how to interpret the assessments.			
Presentations at parent meetings throughout the district.			

Elementary parents are invited to goal setting conference in the fall, and a follow-up conference in the spring to discuss student achievement in math.	Elem. Teachers, Parents Annually, Fall/Spring			
High schools offer a PSAT/PLAN Teach Back Night following the PSAT and PLAN exams to review results.	APs Guidance, Academic Advisors, Parents, High School Students 7/1/2012-6/30/2013			
Update District math website to keep parents informed about the changes in math instruction as indicated by the Common Core Math Standards.	TOSA 7/1/2012-6/30/2013			
Each Title 1 school holds an Annual Title 1 Parent Meeting to provide parents a description and explanation of the content standards, assessments, and how to be involved in their child's education.	Title 1 Principals, Parents 9/1/2012-1/31/2013			
7. Auxiliary services for students and parents (including transition from preschool, elementary, and middle school):	Director, Early Childhood Programs 7/1/2012-6/30/2013	Transitional Kindergarten Supplies and Materials	\$1,710	SLIBG
8. Monitoring program effectiveness: 8a. Benchmark Assessments- Given in math classes and emphasize re-teaching concepts to students who are struggling with in reaching the standards. Curriculum embedded assessments will be used to monitor instruction as well as learning related to student mastery of mathematics standards. Teachers will utilize the mathematics curriculum embedded assessments in the base program to monitor student's progress. Teachers will regularly assess students' mastery of standards by examining student work and Benchmarks and re-teaching as needed.	Ex. Director, Assessment and Evaluation, Principals, Teachers 9/1/2012-6/1/2013			

8b. Data System – The District data system provides timely and useful formative and summative assessment data to inform decisions about classroom and school-wide practices and programs, allowing for monitoring of student progress and identification of students not meeting grade level standards. The District provides reports around District Goals and other achievement targets. All data are evaluated annually to ensure that programs are improving the achievement of all students. Teachers meet during collaboration within grade or course level teams to analyze the results of formative and curriculum-embedded assessments to guide instructional plans.	Assist. Supt., Education Services, Ex. Director, Assessment and Evaluation, Principals, Teachers 7/1/2012-6/30/2013			
8c. Assessment Data – State Adequate Yearly Progress (AYP) and Annual Performance Index (API) results will be used to monitor site and district progress in the area of mathematics and the progress toward meeting District Goal 1 criteria. The District will use a variety of formative and summative assessments to monitor mathematics program effectiveness. Assessment results will be used to monitor instruction and learning related to student mastery of the mathematics standards and to guide instructional decisions.	Assist. Supt., Education Services, Ex. Director, Assessment and Evaluation, Principals, Teachers 7/1/2012-6/30/2013			
8d. Public Reporting – Each site will have a Single Plan for Student Achievement (SPSA). The principal, School Site Council (SSC), and site leadership team have the responsibility of monitoring progress and making needed revisions to the plan. School action plans describe the actions to reach school goals that will improve the academic performance of students. These goals and actions are developed after a review of data and a comprehensive needs assessment to determine areas of need. This analysis of data is reported at SSC, ELAC, and other parent meetings.	Director, Instructional Support and Staff Development, Principals, Leadership Team 9/1/2012-6/30/2013			
9. Targeting services and programs to lowest-performing student groups: 9a. Elementary Support - TOSAs provide ongoing support and coaching for the district-wide mathematics instructional delivery model.	TOSAs 9/1/2012-6/11/2013			

9b. Secondary Support - Secondary students are provided scaffold support through differentiated math placement. AVID supports student success.	TOSAs 9/1/2012-6/11/2013			
10. Any additional services tied to student academic needs:				

Performance Goal 2: All limited-English-proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.

Planned Improvement in Programs for LEP Students and Immigrants (Title III)

(Summarize information from district-operated programs and approved school-level plans)

Required Activities	Description of how the LEA is meeting or plans to meet this requirement.
1. (Per Sec. 3116(b) of NCLB, this Plan must include the following: a. Describe the programs and activities to be developed, implemented, and administered under the subgrant; b. Describe how the LEA will use the subgrant funds to meet all annual measurable achievement objectives described in Section 3122; c. Describe how the LEA will hold elementary and secondary schools receiving funds under this subpart accountable for: ▪ meeting the annual measurable achievement objectives described in Section 3122; ▪ making adequate yearly progress for limited-English-proficient students (Section 1111(b)(2)(B)); ▪ annually measuring the English proficiency of LEP students so that the students served develop English proficiency while meeting State Academic standards and student achievement (Section 1111(b)(1)); d. Describe how the LEA will promote parental and community participation in LEP programs.	A. CUSD will use Title III funds to provide the following supplemental services to targeted EL students: • Intervention programs (during the school day) – Train personnel – Purchase and develop intervention materials – Utilize Resource Teachers to provide on-going professional development • Support supplemental activities targeted to EL student needs – Train personnel – Purchase and develop research-based effective instructional materials – Utilize technology-based instructional materials B. CUSD plans to use Title III funds to help EL students meet the State's annual measurable achievement objectives by: CUSD Strategic Plan Objective 3.1.5 • Develop interventions for EL students who are not making adequate progress – Train personnel to provide intervention programs – Purchase and develop supplementary materials – Utilize Resource Teachers for elementary, middle, and high school on-going professional development – Train Resource Teachers, Content Teachers, and Special Education Teachers who work with English Learners in research-based methodologies. <i>(continued)</i>

	Required Activities Description of how the LEA is meeting or plans to meet this requirement. • Provide on-going professional development and coaching to teachers in providing high-quality, standards based instruction in ELD, English language arts and content area instruction to EL students • Improve the district relational database system that collects and provides disaggregated data to schools and individual teachers on student academic growth and progress towards academic goals C. CUSD is committed to monitoring the academic achievement of its EL students in the subject areas of ELD, ELA, and math. To ensure that EL students are making satisfactory progress. CUSD employs the following monitoring process: <i>At the school sites:</i> • All EL student records (testing, copies of letters to parents, grades, etc.) are kept in a language development folder. The folder is updated regularly and accompanies the student as he/she changes schools. • An ELD Advisor is established at each site. The ELD Advisor meets quarterly with personnel to discuss EL student progress and issues and meet quarterly with the Director, Curriculum and Instructional Support to communicate site needs. • The site ELD Advisor is provided, gathers, and monitors EL student records, coordinates annual EL testing, advises teachers and the principal about EL student placement and groupings, monitors EL student progress and is a liaison for the teachers, EL Committee and principal. • Each school's Single Plan for Student Achievement addresses the language and academic needs of the EL students. • The principal monitors the EL student placement in classes and groupings, ensures appropriate teacher authorization, visits classrooms regularly to monitor ELD and SDAIE lesson implementation, works with the ELD Advisor to schedule and attend ELAC meetings and ensures implementation of district plans to meet the language and academic needs of the EL students. • District TOSA's assist teachers, ELD Advisors and Principals in EL placement, issues regarding intervention, assessment, and progress monitoring of English Learners. (continued)
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Required Activities	Description of how the LEA is meeting or plans to meet this requirement.
	• Reports, generated by the CUSD Director of Curriculum and Instructional Support and the Director of Assessment and Evaluation twice yearly, document the language and academic progress of each EL student towards goals. Information from these reports is used to determine the need for specific, targeted interventions. These reports are evaluated at the site and district levels. • For students in Two-Way Bilingual Immersion Programs, additional testing of the Language Assessment Matrix (LAM) will be provided and scores analyzed and monitored. At the district level: • All EL student information is recorded in a district database that is accessible to individual sites and ELD Advisors to input and download information. • The Director of Curriculum and Instruction attends regular meetings with site principals to discuss district and site level plans for language and academic instruction for EL students. • The Director of Curriculum and Instruction collaborates with each school yearly to monitor the implementation of the EL programs. At any time a difficult issue arises at the sites regarding program implementation, the Director of Curriculum and Instruction communicates with the administrator, and takes the necessary actions. Should a school experience difficulty in implementing the required EL services and interventions, the Director of Curriculum and Instruction and the site administration team will determine an “action plan” with agreed upon timelines for program implementation. • The Director of Curriculum and Instruction holds quarterly meetings with site ELD Advisors to discuss issues regarding EL program implementation. • The Directors of Curriculum and Instruction and Assessment & Evaluation review the reports co-created by the site and district in regards to the EL students’ language and academic progress three times a year in secondary and twice each year in elementary. These reports are analyzed for successful progress towards the agreed upon goals.

Required Activities	Description of how the LEA is meeting or plans to meet this requirement.
	• The Assistant Superintendent of Education makes an annual report to the Board of Trustees on the language and academic progress of the EL students in the district. • District staff development is provided for administrative staff in the following areas: – EL Master Plan – Effective ELD and SDAIE strategies (for classroom observations) – Diversity and Equity training • District wide training is provided for the teaching staff in the following areas: – EL Master Plan components – Standards-based instructional planning for ELD, ELA and math D. CUSD will use Title III funds to encourage and promote broad involvement of the parents of EL students and the community birth through age 22. Title III funds will: • Build capacity for strong parent involvement and student academic achievement through collaboration with the CUSD Family Resource Center, CUSD Learning Link, CUSD Adult School and the ELD Department. • Provide both written and oral translation in Spanish for parents who receive individual student assessment results and program descriptions according to legal requirements. • Provide classes for parents to develop skills, techniques and strategies to assist their children at home through CUSD Adult School and Family Resource Center. • Utilize “silent” oral translating machines for use at District ELAC and site ELAC meetings, along with parent trainings and events.

Required Activities	Description of how the LEA is meeting or plans to meet this requirement.
2. Describe how the LEA will provide high quality language instruction based on scientifically based research (per Sec. 3115(c)). The effectiveness of the LEP programs will be determined by the increase in: - English proficiency; and - Academic achievement in the core academic subjects	Title III funds will enhance the current instructional program for EL students by providing: - ELD TOSA's will guide grade-level conversations regarding research-based scientifically proven methodologies and materials that meet identified EL student needs - Training for teachers in research-based methodologies for best practice in teaching English Learners - Provide intervention and purchase materials specific to English Learners. Instructional aides will be trained to assist in working with English Learners. Progress monitoring will occur and will drive decision-making regarding who will receive intervention services. - At the secondary level, an intervention curriculum will be implemented, teachers trained and TOSA's will be available to support implementation.

Required Activities	3. Provide high quality professional development for classroom teachers, principals, administrators, and other school or community-based personnel. a. designed to improve the instruction and assessment of LEP children; b. designed to enhance the ability of teachers to understand and use curricula, assessment measures, and instruction strategies for limited-English-proficient students; c. based on scientifically based research demonstrating the effectiveness of the professional development in increasing children's English proficiency or substantially increasing the teachers' subject matter knowledge, teaching knowledge, and teaching skills; d. Long term effect will result in positive and lasting impact on teacher performance in the classroom.
	In order for administrators, teachers, parents and the community to meet the needs of EL students at all proficiency levels, they must participate in a comprehensive standards-based staff development program. Title III funds will be used to design a staff development plan that will promote: Supports CUSD Strategic Plan Objective 3.1.5 • A vast repertoire of strategies for literacy instruction (SIOP) • Research-based best practices for reading comprehension • Ability to systematically identify/develop resources for differentiating instruction in teaching reading, writing, listening and speaking (SIOP) • An understanding of the role of assessment in guiding and evaluating instructional and programmatic practices • The ability to design and implement formal and informal assessments • The ability to use classroom data to differentiate instruction and evaluate the efficacy of instruction The Staff Development plan will provide extensive, on-going, training and coaching for teachers who teach English Learners, specifically on the ELA standards, ELD standards, California content standards, district standards-based curricula and adopted materials, and standards-based instruction and materials. Title III funds will be used to hire staff developers, pay stipends to teachers, and/or pay for substitutes in order that teachers receive scientifically-based, research-based strategies training which specifically includes those strategies which meet the needs of EL students such as: • SIOP • Project GLAD • Curriculum planning • ELD/ELA connections; Differentiated instruction; Grouping models; Standards-based lesson planning, backward mapping design; Subject matter projects

	Yes or No	Description of how the LEA is meeting or plans to meet this requirement.
4. Upgrade program objectives and effective instruction strategies. Allowable Activities	Yes	If yes, describe: Collaborate with stakeholders at least 4 times a year to: Supports CUSD Strategic Plan Objective 1.2 • Review intervention programs for elementary • Monitor intervention programs for secondary • Research/implement a professional development program for all teachers • Review disaggregated data • Evaluate student progress • Determine the efficacy of programs for EL students utilizing the CPM and self-assessment documents provided from the State.

	Description of how the LEA is meeting or plans to meet this requirement.
5. Provide – a. <i>tutorials and academic or vocational education for LEP students; and</i> b. <i>intensified instruction.</i>	Yes or No Yes If yes, describe: Supports CUSD Strategic Plan Objective 2.2.1 and 3.1.4 CUSD will provide an intensive intervention curriculum that will focus on the specific needs of identified EL students, at sites based on the academic and linguistic needs of their EL students in order to assist them in developing English language proficiency, high levels of academic proficiency, and in meeting redesignation and graduation criteria. Specific areas of focus include improvement of reading fluency, reading comprehension, and word analysis and vocabulary development. The Intervention program will be designed to support and complement the students' regular English Language Arts/English Language Development and core content instructional program. In addressing the needs of the identified students, the Title III Intervention program will use consistent, research-based, systematic instruction to: • facilitate the acquisition of new knowledge and vocabulary expressed in higher levels of reading and writing • allow students to read and comprehend fiction and textual materials • enjoy reading • engage in meaningful reading and writing • do expository, narrative, response to literature and persuasive writing (based upon grade-level ELA standards and grade-span ELD standards) Instruction will be designed and adapted using information from on-going formal and informal assessment of each student's strengths and needs. Title III funds can be used to pay for an intervention teacher and/or instructional aides and district resource teachers at sites where one is needed.

Allowable Activities		Description of how the LEA is meeting or plans to meet this requirement.	
6. <i>Develop and implement programs that are coordinated with other relevant programs and services.</i>	Yes or No Yes	If yes, describe: Using Title III funds, a variety of programs will be developed to extend the regular instructional program and focus on the needs of EL students. The following collaborative programs will be coordinated to meet each student's identified needs: • Current, existing intervention programs • EIA	
7. <i>Improve the English proficiency and academic achievement of LEP children.</i>	Yes or No Yes	If yes, describe: CUSD plans to develop and implement a comprehensive model of instruction and assessment that will provide administrators, ELD Advisors, and teachers: Supports CUSD Strategic Plan Strategy 3.1 • A vast repertoire of strategies for literacy instruction • "Scientifically-based, research-based best practices" for reading comprehension • The ability to systematically identify and develop resources for differentiating instruction in the teaching of reading, writing, listening and speaking • An understanding of the role of assessment in guiding and evaluating instructional and programmatic practices • The ability to design and implement formal and informal assessments • The ability to use classroom data to differentiate instruction and evaluate the efficacy of instruction Through extensive, on-going, training and coaching for administrators and teachers at all levels our EL students will demonstrate improvement in English proficiency and academic achievement.	

Description of how the LEA is meeting or plans to meet this requirement.	
Yes or No	If yes, describe:
8. <i>Provide community participation programs, family literacy services, and parent outreach and training activities to LEP children and their families –</i> ○ <i>To improve English language skills of LEP children; and</i> ○ <i>To assist parents in helping their children to improve their academic achievement and becoming active participants in the education of their children.</i>	CUSD is committed to providing parents of English Learners access to community participation programs, family literacy services, parent outreach and training activities to English Learners and their families for the purpose of improving language development and academic achievement and to provide information to at-risk students. Supports CUSD Strategic Plan Objectives 1.1.2 and 2.2.2 • Learning Link, birth to age 5 parent outreach program that focuses on teaching parents how to promote literacy with their children • Collaborate with CUSD adult Education to implement a parent program that assists in the navigation of the school system in the United States, which will lead to academic achievement (10 Commandments) • Provide “10 Commandments” to parent leaders by parent leader at DELAC meetings.
Allowable Activities	Description of how the LEA is meeting or plans to meet this requirement.

Allowable Activities	9. Improve the instruction of LEP children by providing for – ○ The acquisition or development of educational technology or instructional materials ○ Access to, and participation in, electronic networks for materials, training, and communication; and ○ Incorporation of the above resources into curricula and programs.	Yes or No Yes	If yes, describe: Title III funds will be used to help fund the development of a website for the District's ELD Department that will provide links to Project GLAD, Orange County Department of Education, the California State Department of Education, West-Ed and will include listings of: Supports CUSD Strategic Plan Objective 1.2.2 • Adult ELD classes • Parent orientation classes • Other parent education classes • Program descriptions of services offered at each site • Information about parent rights Video clips of: • Research-based instructional practices by grade level and content area This website will make available parent letters in Spanish as well as English.
	10. Other activities consistent with Title III.	Yes or No N/A	If yes, describe:

Parents of Limited-English-Proficient students must be notified: The outreach efforts include holding and sending notice of opportunities for regular meetings for the purpose of formulating and responding to recommendations from parents.	Required Activity
Parents of Limited-English-Proficient students must be notified: The outreach efforts include holding and sending notice of opportunities for regular meetings for the purpose of formulating and responding to recommendations from parents.	<i>1. LEA informs the parent/s of an LEP student of each of the following (per Sec. 3302 of NCLB):</i> <i>a. the reasons for the identification of their child as LEP and in need of placement in a language instruction educational program;</i> <i>b. the child's level of English proficiency, how such level was assessed, and the status of the student's academic achievement;</i> <i>c. the method of instruction used in the program in which their child is or will be, participating, and the methods of instruction used in other available, programs, including how such programs differ in content, instruction goals, and use of English and a native language in instruction;</i> <i>d. how the program in which their child is, or will be participating will meet the educational strengths and needs of the child;</i> <i>e. how such program will specifically help their child learn English, and meet age appropriate academic achievement standards for grade promotion and graduation;</i> <i>f. the specific exit requirements for such program, the expected rate of transition from such program into classrooms that are not tailored for limited English proficient children, and the expected rate of graduation from secondary school for such program if funds under this title are used for children in secondary schools;</i> <i>g. in the case of a child with a disability, how such program meets the objectives of the individualized education program of the child;</i>
Description of how the LEA is meeting or plans to meet this requirement.	Upon registration of their student, and annually thereafter, parents will receive a written explanation of the following information: Supports CUSD Strategic Plan Objective 1.3.1 a. The reasons for the identification of their child as EL and in need of services (Home Language Survey response, score on initial CELDT test) b. The child's level of English proficiency and how it was assessed (explanation of CELDT level, and explanation of CELDT exam), and the status of the student's academic achievement. (For "annual" EL students, it is important to record CST and/or other academic information, GPA, and results of other district assessments) c. The method of instruction the student will receive (program description that includes information on time in ELD and materials to be used, and authorization of teacher) d. How this program is designed to meet the needs of the child (design based on CPM requirements, research, past successful experiences) e. How this program design helps their child learn English (emphasis on ELD component, training of teachers) f. Specific exit requirements (what are the redesignation criteria) and expected rate of promotion and graduation if student participates in this program. (If student is an under-schooled newcomer, he/she may need more instructional time to catch up with his/her peers.) g. If the student has a disability, state how the services prescribed by the IEP work together with the program in which the student is enrolled to maximize his/her learning experiences.

Parents of Limited-English-Proficient students must be notified: The outreach efforts include holding and sending notice of opportunities for regular meetings for the purpose of formulating and responding to recommendations from parents.	Description of how the LEA is meeting or plans to meet this requirement.
<i>h. information pertaining to parental rights that includes written guidance detailing –</i> <i>i. the right that parents have to have their child immediately removed from such program upon their request; and</i> <i>ii. the options that parents have to decline to enroll their child in such program or to choose another program or method of instruction, if available;</i> <i>iii. the LEA assists parents in selecting among various programs and methods of instruction, if more than one program or method is offered by the LEA.</i>	h. Parental rights provide parents to request a mainstream English program for their child but not to waive services and/or bilingual language assessment. Parents may also request for their child an alternative program such as Alternative Bilingual or Primary Language/Instruction Program. Title III funds will be used to hire Bilingual Community Services Liaisons at the district and school sites who will be available to parents to ensure full understanding of this information. Furthermore in CUSD: - While the student is being assessed, the parents receive a personal, private interview with a bilingual Spanish liaison. At this time they will receive a detailed explanation of the procedures and EL program placement options. When testing is completed, parents receive their child's scores, the rationale for identification as EL or FEP, and an explanation of their child's suggested program placement. Complete detailed explanation of all program information and parent rights are given in translated form, both orally and in writing. i. Following initial placement, progress is formally evaluated at two intervals during the year, and parents are informed in writing of their child's scores (report cards) and any changes in program or classification. ii. Site ELAC and District DELAC meetings focus on informing parents about instructional programs and how they can support their child's academic achievement. iii. Annual parent notification, taking place within 30 days of the beginning of each school year, includes detailed complete program descriptions, options, and parent rights. Back to School Nights, held within the first 30 days of school, are designed to provide translated information to parents. Bilingual teachers are available for individual mini-conferences with parents with concerns or questions. These meetings may also serve to provide a forum for parents of EL children to share their recommendations for program design and goals.

Parents of Limited-English-Proficient students must be notified: The outreach efforts include holding and sending notice of opportunities for regular meetings for the purpose of formulating and responding to recommendations from parents. <i>Note: Notifications must be provided to parents of students enrolled since the previous school year: not later than 30 days after the beginning of the schools year. If students enroll after the beginning of the school year, parents must be notified within two weeks of the child being placed in such a program.</i>	Description of how the LEA is meeting or plans to meet this requirement.
LEA Parent Notification Failure to Make Progress <i>If the LEA fails to make progress on the annual measurable achievement objectives it will inform parents of a child identified for participation in such program, or participation in such program, of such failure not later than 30 days after such failure occurs.</i>	For students who enroll after the beginning of the school year, this process will take place within 30 days of being placed in a language program. If the District or site fails to make its AYP, all parents will be notified of such failure in writing in a language they understand no later than 30 days after such failure occurs. Bilingual Liaisons will make phone calls to parents with a follow-up written letter to answer any questions the parents may have and to inform them of their option to choose another school within the district. More than one general meeting will also be held for all parents to explain the AYP and the lack of school progress and options. Child care, refreshments, and translation will be provided.

Plans to Provide Services for Immigrants

IF the LEA is receiving or planning to receive Title III Immigrant funding, complete this table (per Sec. 3115(e)).		Description of how the LEA is meeting or plans to meet this requirement.	
Allowable Activities	1. Family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children:	Yes or No N/A	If yes, describe: CUSD does not receive Title III Immigrant funding.

IF the LEA is receiving or planning to receive Title III Immigrant funding, complete this table (per Sec. 3115(e)).		Description of how the LEA is meeting or plans to meet this requirement.	
Allowable Activities	2. Support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth:	Yes or No No	If yes, describe:

IF the LEA is receiving or planning to receive Title III Immigrant funding, complete this table (per Sec. 3115(e)).		Description of how the LEA is meeting or plans to meet this requirement.	
Allowable Activities	3. Provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth;	Yes or No No	If yes, describe:

<u>IF</u> the LEA is receiving or planning to receive Title III Immigrant funding, complete this table (per Sec. 3115(e)).		Description of how the LEA is meeting or plans to meet this requirement.	
Allowable Activities	4. <i>Identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds:</i>	Yes or No No	If yes, describe:

IF the LEA is receiving or planning to receive Title III Immigrant funding, complete this table (per Sec. 3115(e)).		Description of how the LEA is meeting or plans to meet this requirement.	
Allowable Activities	5. Basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services:	Yes or No	If yes, describe:
		No	

IF the LEA is receiving or planning to receive Title III Immigrant funding, complete this table (per Sec. 3115(e)).		Description of how the LEA is meeting or plans to meet this requirement.	
Allowable Activities	6. Other instruction services designed to assist immigrant children and youth to achieve in elementary and secondary schools in the USA, such as programs of introduction to the educational system and civics education:	Yes or No	If yes, describe:
		No	

IF the LEA is receiving or planning to receive Title III Immigrant funding, complete this table (per Sec. 3115(e)).		Description of how the LEA is meeting or plans to meet this requirement.	
Allowable Activities	7. Activities coordinated with community-based organizations, institutions of higher education, private sector entities, or other entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services:	Yes or No	If yes, describe:
		No	

<i>A focus on learning for all:</i> • All teachers participate in collaborative teams focused on student learning, meeting at least once weekly. Ongoing implementation of a professional learning community's model. • Ongoing professional development on standards-based instruction (district-wide and site-embedded) is supported through a number of structures and the district's professional learning community emphasis. Identified and rolled out "power standards" and is in process of supporting content area teams to design backward planned units that incorporate those prioritized standards and monitor their attainment. • The district employs an integrated approach for the development and implementation of professional growth goals based upon student data, and an ongoing emphasis on the development of professional learning communities. • There is a high degree of comprehensive support and professional development for beginning teachers. (BTSA/Induction) <i>A focus on closing the gap:</i> • Many teachers, particularly those serving students with special needs and in Title I schools, have received extensive training in research-based literacy instruction (SB472) and the use of standards-based materials. • Provided extensive training in strategies for working with English Learners (AB2913, GLAD strategies, Academic Language) to K-12 teachers and	<i>Leadership</i> • The district needs ongoing leadership training (principals and teacher leaders) in the analysis of data, design and implementation of intervention programs, facilitating collaboration, and guiding the work of teams toward high levels of learning for all students. <i>Curriculum Alignment and implementation of standards-based curriculum</i> • Sites need support in the analysis and use of both formative and summative assessment as it relates to the improvement of student learning. • Teacher teams need support in the use of backward planning to design and implement units focused on prioritized (power) standards <i>Implementation of best practices across all schools</i> • There continues to be a need for support with implementation of best practices, particularly in the areas of student engagement, fidelity to core program instruction, and formative assessment <i>Strategies for special needs students/closing the gap</i> • Sites have an ongoing need to implement systematic academic and behavioral interventions for students in all grades, including those designated as having special needs leading to a districtwide "Response to Intervention" model. • Support needed to effectively implement strategies for closing the gap for significant subgroups (i.e. English Learners and Special Education students) in literacy and mathematics.
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administrators. • Schools' Single Plans for Student Achievement (SPSA) at each site embed collaborative goals focused upon increased student achievement based upon student assessment data. Action plans that include embedded professional development are created and implemented by grade level and department teams. • CUSD is a nationally-recognized center for GLAD (Guided Language Acquisition Design) Training and other EL authorization professional development. • Integrated technology training and ongoing support has been made available at the elementary and middle school site level (e.g. EETT grant - Write Away); each school has a lead teacher (Site Technology Coordinator) for technology. <i>Leadership Training and Support:</i> • The district has implemented ongoing professional development for administrators, highlighting leadership and continuous improvement in student achievement, including data-driven decision making through a professional learning communities model. <i>Training of Paraeducators:</i> • Many paraeducators participate in training specific to interventions for students, strategies for working with special needs (i.e. behavior/autism) and other areas. • The district has implemented a Paraeducator career ladder training program provides in-depth training (45 hours) to classified instructional employees/instructional assistants.	• Additional training in the area of Writing and other areas if academic literacy (i.e. academic language /vocabulary) for K-12. • Ongoing training on student interventions leading to passage of the CAHSEE • Refinement of professional development programs for paraprofessionals, particularly those working with special needs students
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Performance Goal 3: *By 2005-06, all students will be taught by highly qualified teachers.*

Summary of Needs and Strengths for Professional Development

Based on a needs assessment of teacher data for your district, include a narrative that describes areas of needed professional development and areas where adequate professional development opportunities exist.

[Description of activities under Title II, Part A, Subpart 1, Grants to LEA]

STRENGTHS	NEEDS
• Structure of collaborative teams • In-house content experts to deliver aligned professional development • Coaching model to support implementation • Clear vision of effective instruction	• Continued funding to support training of all teachers in best practices, including SLOP and CCSS • Targeted professional development • Focus on instructional strategies for differentiated instruction to meet the needs of ELs and SWDs • Content specific professional development focused on CCSS and embedded instructional practices

Performance Goal 3: All students will be taught by highly qualified teachers.

Planned Improvements for Professional Development (Title II)

(Summarize information from district-operated programs and approved school-level plans)

Please provide a description of:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
1. <i>How the professional development activities are aligned with the State's challenging academic content standards and student academic achievement standards, State assessments, and the curricula and programs tied to the standards:</i> 1a. General Professional Development - Using assessment data to steer its design, the District provides professional development with results in mind, and focuses on increased student achievement within the core content area standards. In the context of a professional learning community model, all professional development activities are aligned to the Common Core State Standards and supports increased student achievement. Site-based embedded professional development, coaching, and district-wide training vehicles are employed to deliver professional learning. Teacher teams examine student achievement data and participate in the development of their professional learning goals (IPGs), which are aligned with their school's Single Plan for Student Achievement. Each school's single plan includes an examination of student achievement data, and goals/actions designed to increase identified areas of need. As part of this process, school teams develop action plans within which are specific professional development activities designed to result in increased student achievement. Areas of need are prioritized and from these topics, series/strands of trainings are developed and implemented. Schools use embedded professional learning time to work collaboratively toward increased student achievement (ACE time).	Director, Instructional Support and Staff Development, Administrators, TOSAs, Teachers 9/1/2012-6/11/2013	TOSAs Sr. Staff Secretary Substitutes and Additional Assignment Personnel Assistant for Coord. of Subs	\$106,712 \$57,948 \$50,000 \$14,773	Title II Title II Title II Title II

1b. Professional Development focused on the needs of English Learners - Significant emphasis has been placed on ensuring TOSAs, teachers, and bilingual community liaisons are trained in effective instructional practices to meet the needs of English Learners who need additional support and scaffolding of instruction.	Director, Curriculum and Instruction, TOSAs, Teachers, BCLs 9/1/2012-6/11/2013	OCDE Trainer Contract Subs	\$5,000 \$12,000	EIA EIA
1c. Professional Development focused on the needs of Students with Disabilities – Professional development activities will be provided for teachers, administrators, and paraprofessionals to meet the needs of Students with Disabilities. Training will be aligned with standards, curriculum, assessments and research-based instructional strategies.	Asst. Supt., Special Education, Ex. Directors, Special Education, Administrators, Teachers, Staff 9/1/2012-6/11/2013	Lead Speech Pathologist	\$65,112	Title II
1d. New Teacher Support Teachers who are in the induction program receive training and support in standards-based instruction through the CUSD BTSA/Induction program.	TOSA, Teachers 9/1/2012-6/11/2013			
2. How the activities will be based on a review of scientifically based research and an explanation of why the activities are expected to improve student academic achievement: All professional development have been aligned to address students' needs utilizing research-based practices such as SIOP (Sheltered Instruction Observation Protocol) and materials that align to the standards. Through the use of coaching (academic and peer), the level of implementation is monitored at each site. This training also embeds the use of the CCSS. In addition, the district has identified key programs and strategies that are strongly support by research, and has placed significant emphasis on the strategic implementation with monitoring of fidelity.	Directors, Instructional Support and Staff Development, Curriculum & Instruction, Executive Director, State and Federal Programs, TOSAs 7/1/2012-6/30/2013			
3. How the activities will have a substantial, measurable, and positive impact on student academic achievement and how the activities will be used as part of a broader strategy to eliminate the achievement gap that separates low-income and minority students from other students: Using current student achievement data from multiple sources, each school	Asst. Supt, Education, Ed. Leadership Directors, Administrators, Teachers 7/1/2012-			

developed an annual single school plan designed to promote continuous improvement in student achievement. These plans specify SMART goals for each grade level or major department in the areas of literacy and mathematics. Action plans are developed for each area, specifying collaborative learning activities (i.e. embedded professional development) and aligning them to the targeted outcomes. These outcomes include such goals as aligning instruction to the CCSS, embedding formative assessments, and utilizing instructional strategies to support student learning. These site level actions are monitored as the district examines student learning on a longitudinal basis using multiple measures throughout the district.	6/30/2013			Title I, Title II, EIA
4. How the LEA will coordinate professional development activities authorized under Title II, Part A, Subpart 2 with professional development activities provided through other Federal, State, and local programs: All professional development activities will be coordinated to avoid duplication and provide consistent emphasis on increased student achievement of the CCSS. All professional development activities, including district-wide and site-based embedded learning, will be structured to support the improvement of teacher quality and student learning. The sites' Single Plans for Student Achievement (SPSA) and the district's strategic plan, both of which are based upon student learning data, will continue to serve as the guide for the design and implementation of professional development activities. Education Services Directors meet weekly and articulate and collaborate on planning professional development activities funded by Title 1, Title II and EIA.	Asst. Supt., Education, Education Services Directors, Site administrators School learning teams 7/1/2012- 6/30/2013			
5. The professional development activities that will be made available to teachers and principals and how the LEA will ensure that professional development (which may include teacher mentoring) needs of teachers and principals will be met: CUSD will continue to design and implement learning activities to all teachers and administrators using the following learning vehicles: • Weekly collaboration of professional Learning Community Teams • SIOP training for all teachers (K-12) • Site-based coaching and support of implementation of best instructional practices (ID4L/SIOP and CCSS)	District level support people Site administrators School Learning Community teams 7/1/2012- 6/30/2013			

• Administrative training, coaching, and support • Ongoing support and training for teacher leaders in key areas of focus • University Partnerships for advanced degrees, including administrative credential Key areas for training will include: • Specific training for content area teachers in CCSS and SIOP • Specific training for strategies in mathematics instruction as aligned to the CCSS • Specific training of teachers working with students with special needs, including English Learners and Special Education students, in order to close the achievement gap in literacy and numeracy These areas will be supported through a number of vehicles, including direct training, coaching, and embedded professional development. Throughout each will be threaded content on formative assessment, data analysis, and working collaboratively to support student learning.				
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6. How the LEA will integrate funds under this subpart with funds received under part D that are used for professional development to train teachers to integrate technology into curricula and instruction to improve teaching, learning, and technology literacy: District office support staff and resource teacher will work with school site administrators and teachers to provide training and support to teachers to help them integrate technology into their daily lessons. The Site Technology Coordinator (STC) program will continue to be expanded and assist in this effort.	Ex. Director, TIS, Director, Educational Technology, TOSA, Principals, Teachers 7/1/2012-6/30/2013			
7. How students and teachers will have increased access to technology; and how ongoing sustained professional development for teachers, administrators, and school library media personnel will be provided in the effective use of technology. (Note: A minimum of 25% of the Title II, Part D	Ex. Director, TIS, Director, Educational Technology, TOSA, Principals,	TOSA	\$100,000	SLIBG

Enhancing Education through Technology funding must be spent on professional development.): The district has developed its Technology Plan with a focus on the strategies outlined through CTAP. Using the school site's technology plan as a guide, including the administrator and classified employees. Library/Media personnel also receive training through the district's TIS department and Instructional Media Center. In addition, all district administrators and teachers have access to ongoing training and support through the district's Technology Training Center, the Professional Development Academy, and the offerings through Orange County Department of Education. Given the focus on 21st century skills, there is an ongoing thread of digital learning embedded within professional development and curriculum guidance.	Technology Lead Teachers, Teachers 7/1/2012-6/30/2013		
8. How the LEA, teachers, paraprofessionals, principals, other relevant school personnel, and parents have collaborated in the planning of professional development activities and in the preparation of the LEA Plan: Each school site engages in the Single Plan for Student Achievement (SPSA) planning process which examines student achievement data and designs activities, including professional development, that are aligned with specific and measurable goals. As part of this process, input from all stakeholders is utilized, and includes parent surveys, focus groups, interviews, and other forms of input.	District level support people Site administrators School learning teams School Site Council Curriculum Action Group 7/1/2012-6/30/2013		
9. How the LEA will provide training to enable teachers to: ☐ Teach and address the needs of students with different learning styles, particularly students with disabilities, students with special learning needs (including students who are gifted and talented), and students with limited English proficiency; ☐ Improve student behavior in the classroom and identify early and appropriate interventions to help all students learn; ☐ Involve parents in their child's education; and ☐ Understand and use data and assessments to improve classroom practice and student learning. All curriculum and professional development activities are designed to ensure that the needs of <u>all</u> students are addressed, that teachers are empowered with powerful teaching strategies to meet diverse needs based	District level support Staff Site administrators School learning teams School Site Council 7/1/2012-6/30/2013		

upon current assessment information, and that parents are empowered in the process of educating their children. The district employs current research and alignment with the standards to inform the content and processes used in professional development activities. As part of that process, there is significant emphasis on <i>Achievement for All</i> –a district initiative focused on ensuring high levels of learning for all students, and intentional delivery of support to those students who require more than core instruction. There is a collaborative approach between the coordination of services for students with disabilities as well as English Learners, so no program operates in a silo. The Positive Behavior Interventions and Support (PBIS) training was in response to assessed needs, and has been successfully implemented in middle schools within the district.				
10. How the LEA will use funds under this subpart to meet the requirements of Section 1119: Title I and II funds will be used to support teachers to become highly qualified and prepared for instruction.	Personnel, Director, Instructional Support and Staff Development, Ex. Director, State and Federal Programs, Teachers 7/1/2012- 6/30/2013	CSET preparation costs Human Resource Specialist	\$22,169 \$93,183	Title I Title II

Performance Goal 4: All students will be educated in learning environments that are safe, drug-free, and conducive to learning.

Environments Conducive to Learning (Strengths and Needs):

Please provide a list of the LEA's strengths and needs regarding how students are supported physically, socially, emotionally, intellectually, and psychologically in environments that are conducive to learning, along with the LEA's strengths and needs regarding student barriers to learning (e.g., attendance, mobility, and behavior).

Supports CUSD Strategic Plan Pillar 2: Safe and Healthy Schools and Strategy 4.1

STRENGTHS	NEEDS
• Progressive Discipline • SMART Team • Counseling • Safety Plans • PALS • 40 Developmental Assets • PRYDE Juvenile Divergence • Facilities Modernization • LINK Crew • Saturday School • Professional Learning Communities • Alternative Suspensions (ATS) • Gang Reduction Intervention Partnership (GRIP) • School Attendance Review Board (SARB)	• Community Involvement • At Risk Programs • Alternative Educational Opportunity • Consistent Bully Policy • Staff Development: Dealing With At Risk Youth • Professional Learning Communities • Alternative placement for expelled middle school students

Environments Conducive to Learning (Activities):

Please list the activities or programs supported by all NCLB or state funded programs that the LEA will implement to support students physically, socially, emotionally, intellectually, and psychologically in environments that are conducive to learning. Include programs and strategies designed to address students' barriers to learning (e.g. attendance and behavior). Include a copy of the LEA's code of conduct or policy regarding student behavior expectations.

Supports CUSD Strategic Plan Objective 2.1.1 and 4.1

ACTIVITIES
• Red Ribbon Week • ATS • SMART • “Every 15 Minutes” • 40 Developmental Assets • Character Counts • Multi-cultural Fairs • Truancy sweeps • GRIP mentor program • GRIP strike teams • “Is Your Teen At Risk”

Needs and Strengths Assessment (4115(a)(1)(A)):

Based on data regarding the incidence of violence and alcohol, tobacco, and other drug use in the schools and communities to be served, and other qualitative data or information, provide a list of the LEA’s strengths and needs related to preventing risk behaviors.

Supports CUSD Strategic Plan Strategy 4.1

STRENGTHS	NEEDS
• Health & Safety Committee at each school • Prevention Coordinator at each school • CA Healthy Kids Survey • School Safety Plans • Emergency Response CD • District Emergency Operations Center • Mobile Command Vehicle • <i>Positive Action</i> Curriculum –Grades 4 & 5 • <i>Life Skills</i> Curriculum – Gr. 6-8 • CA Safe Schools Assessment • PBIS	• Staff development for teachers to use Alcohol, Tobacco, and Other Drugs curriculum • Bullying program • Tolerance for diversity • Expand elementary school ATOD curriculum • Develop Transition Program from elementary school to middle school

Safe and Drug Free Schools and Communities (SDFSC) and Tobacco Use Prevention Education (TUPE)

Prevention Program Performance Indicators (4115(a)(1)(B)):

The LEA is required to establish a biennial goal for all of the performance indicators listed below. List specific performance indicators for each grade level served, and for each listed measure, as well as the date of, and results from, the baseline administration of the Healthy Kids Survey:

Alcohol, Tobacco, Other Drug Use, and Violence Prevention Performance Measures From the California Healthy Kids Survey	Most Recent Survey date: <u>3/ / 2012</u> Baseline Data		Biennial Goal (Performance Indicator)	
The percentage of students that have ever used cigarettes will decrease biennially by: 2%	5th	N/A	5th	N/A
	7th	9%	7th	7%
The percentage of students that have used cigarettes within the past 30 days will decrease biennially by: 3% unless @ 3%.	7th	3%	7th	2%
	9th	9%	9th	6%
	11th	25%	11th	4%
The percentage of students that have used marijuana will decrease biennially by: 2%	5th	N/A	5th	N/A
	7th	4 %	7th	2 %
The percentage of students that have used alcohol within the past 30 days will decrease biennially by: 3%	7th	9%	7th	6%
	9th	22%	9th	19%
	11th	40%	11th	37%
The percentage of students that have used marijuana within the past 30 days will decrease biennially by: 3%	7th	2%	7th	1%
	9th	8%	9th	5%
	11th	18%	11th	15%
The percentage of students that feel very safe at school will increase biennially by: 3%	5th	N/A	5th	N/A
	7th	25%	7th	28%
	9th	18%	9th	21%
	11th	23%	11th	26%

The percentage of students that have been afraid of being beaten up during the past 12 months will decrease biennially by: 2%	7th 21% 9th 20% 11th 12%	7th 19% 9th 18% 11th 10%
Truancy Performance Indicator		
The percentage of students who have been truant will decrease annually by <u>2%</u> from the current LEA rate shown here. 9788/51245 NOTE: Calculate the percentage in the LEA by tallying the number of students who have been classified as truant during the school year per Education Code Section 48260.5, and dividing that total by the CBEDS enrollment for the same school year.	19%	17%
Protective Factors Performance Measures from the California Healthy Kids Survey	Most recent date: <u>3 / / 2012</u> Baseline Data	Biennial Goal (Performance Indicator)
The percentage of students that report high levels of caring relationships with a teacher or other adult at their school will increase biennially by: 3%	5th N/A 7th 37% 9th 27% 11th 32%	5th N/A 7th 40% 9th 30% 11th 35%
The percentage of students that report high levels of high expectations from a teacher or other adult at their school will increase biennially by: 3%	5th N/A 7th 52% 9th 41% 11th 38%	5th N/A 7th 55% 9th 44% 11th 41%
The percentage of students that report high levels of opportunities for meaningful participation at their school will increase biennially by 3%	5th N/A 7th 19% 9th 13% 11th 15%	5th N/A 7th 22% 9th 16% 11th 18%

The percentage of students that report high levels of school connectedness at their school will increase biennially by 3 %	5th	N/A	5th	N/A
	7th	48%	7th	51%
	9th	43%	9th	46%
	11th	40%	11th	43%

Other Performance Measures

List below any other performance measures and performance indicators the LEA has adopted specific to its prevention programs (drug, violence, truancy, school safety, etc.). Specify the performance measure, the performance indicator goal, and baseline data for that indicator.

LEA Specified Performance Measures (Process to Collect Data)	Performance Indicator Goal	Baseline Data
N/A		

Science Based Programs (4115 (a)(1)(C)):

The LEA must designate and list the science-based programs (programs proven by science to effectively prevent tobacco use, alcohol use, other drug use, and violence) selected from Appendix C. From Appendix C, list the scientifically based programs the LEA will adopt and implement to serve 50 percent or more of the students in the target grade levels. Indicate below your program selections, and provide all other requested information.

Science-Based Program Name	Program ATODV Focus	Target Grade Levels	Target Population Size	Purchase Date	Staff Training Date	Start Date
BOTVINIS Life Skills Training	ATODV	6-8	11,834	2002	2002	2002
BOTVINIS Life Skills Training	ATODV	3,4,5	11,780	2007	2007	2007

Research-based Activities (4115 (a)(1)(C)):

Check each activity the LEA will implement as part of the comprehensive prevention program and provide all other information.

Check	Activities	Program ATODV Focus	Target Grade Levels
X	After School Programs	ATODV	K-8
	Conflict Mediation/Resolution	V	1-12
	Early Intervention and Counseling	ATODV	6-12
	Environmental Strategies	T	9-12
X	Family and Community Collaboration	ATODV	K-12
	Media Literacy and Advocacy		
	Mentoring	ATODV	K-8
	Peer-Helping and Peer Leaders	ATODV	K-12
	Positive Alternatives	ATODV	9-12
X	School Policies	ATODV	K-12
	Service-Learning/Community Service		
	Student Assistance Programs	ATODV	9
	Tobacco-Use Cessation	T	
	Youth Development Caring Schools Caring Classrooms	ATODV	9-12

Promising or Favorable Programs (4115 (a)(3)):

The LEA may – but is not required to – designate and list the promising or favorable programs (programs whose effectiveness is not as strongly established though scientific evidence) selected from Appendix E. From Appendix E, list the promising or favorable programs the LEA will adopt and implement to serve 50 percent or more of the students in the target grade levels. Indicate below your program selections, and provide all other requested information.
Supports CUSD Strategic Plan Objective 2.2.1

Promising Program name	Program ATODV Focus	Target Grade Levels	Target Population Size	Purchase Date	Staff Training Date	Start Date
Gang Reduction and Intervention Partnership	Violence prevention	Elem. & Middle School	10,000	N/A	Ongoing	Fall 2012

Waiver to Adopt Promising or Favorable Programs not listed in Appendix E:

Check the box below if the LEA will submit an application for waiver in order to include other promising or favorable programs not found in Appendix E. Programs not listed in Appendix E will be considered on a case-by-case basis. The LEA must demonstrate that the program for which a waiver is requested is legitimately innovative or demonstrates substantial likelihood of success. The CDE will provide under separate cover additional information and the forms for submitting a waiver request.

Analysis of Data for Selection of Programs and Activities (4115 (a)(1)(D)):

For each selected Appendix C programs or Appendix D activities, provide a brief narrative rationale based on the LEA's analysis of CSS, CHKS, and CSSA data related to why the LEA selected these programs and activities for implementation.

The Capistrano Unified School District (CUSD) has used the *Life Skills* curriculum for three years in grades 6-8. In 2004, Positive Action was purchased for grades 4 & 5 in each of the district's 38 elementary schools. In addition, funding from AB 1802 has provided classroom sets of Positive Action in grades 4 & 5 in five selected elementary schools. CUSD utilized CHKS and CSSA data to guide the selection process.

Evaluation and Continuous Improvement (4115 (a)(2)(A)):

Provide a description for how the LEA will conduct regular evaluations of the effectiveness of the LEA's alcohol, tobacco, and other drug use and violence prevention program. Describe how the results of the evaluation will be used to refine, improve and strengthen the program.

Our evaluation will continue through the Healthy Kids Survey. Previously, we only surveyed grades 7, 9, and 11. Currently, Grade 5 has been added. Results will be used to help direct our focus in program implementation.

Use of Results and Public Reporting (4115 (a)(2)(B)):

Describe the steps and timeline the LEA will use to publicly report progress toward attaining performance measures for the SDFSC and TUPE programs. Describe how the evaluation results will be made available to the public including how the public will be provided notice of the evaluation result's availability.

Baseline data was collected in 2005 and program data has been collected in 2007, 2009, 2010, and 2012. The data are disseminated in several ways:

Parents & Community Members: Published in the Register and available on District website

CUSD Board: Formal Board Report

Faculty & Students: Site Prevention Coordinators

Mandatory Safe and Drug Free Schools and Communities (4114(d)(2)(E)):

Briefly describe how SDFSC funded program services will be targeted to the LEA's schools and students with the greatest need. (Section 4114 [d][3])

- CUSD annually reviews the California Safe Schools Assessment, as well as, the suspension and expulsion rates
- Resources are allocated to all schools
- Regular meetings with the school Mobile Assessment Resource Team (Orange County Sheriff's Department / District Attorney) to identify and respond to school safety issues

Coordination of All Programs (4114 (d)(2)(A)):

Provide a detailed, but brief, explanation of how the LEA will coordinate SDFSC funded alcohol, tobacco, other drug and violence prevention programs with other federal state and local prevention programs.

A District Coordinator is assigned to monitor and supervise grant funded programs, including, TITLE IV, TUPE, SMART, Teen Pregnancy Program, SCPP, Twenty-first Century Learning, CAL Works, After School Program, and Carl Washington.

Parent Involvement (4115 (a)(1)(e)):

Provide a brief, but detailed, description of the parent involvement and describe the parent notification procedures used to meet requirements under NCLB Title IV, Part A – SDFSC program.

- Parents from all segments of the community are recruited to participate on decision making groups such as school site councils and safety committees

TUPE Services for Pregnant Minors and Minor Parents (H&SC 104460):

Describe the TUPE services and referral procedures for pregnant minors and minor parents enrolled in the LEA and how they will be provided with tobacco-use prevention services. Include students participating in programs such as the California School Age Families Education (Cal-SAFE) program, the Adolescent Family Life Program (AFLP) administered through the Department of Health Services, and the Cal-Learn program administered by the Department of Social Services.

Supports CUSD Strategic Plan Strategy 1.1

- Both Capistrano Valley High School and San Clemente High Schools are supported by the programs by the National Council on Alcoholism and Drug Dependence.
- CUSD offers the Cal-SAFE program for any pregnant secondary students who wish to enroll. Approximately 55 students each year participate in the program.
- A counselor is assigned to the program who provides education and tobacco cessation services
- CUSD works in conjunction with Mission Hospital to provide tobacco cessation support groups
- CUSD is part of the California State University and Orange County Department of Education Program

TUPE Funded Positions (Health & Safety Code 104420(b)(3)):

Provide full time equivalent (FTE) staffing configuration for all TUPE funded positions. (Health and Safety Code section 104420 [b](3))

Position/Title	Full time equivalent
N/A	N/A

Performance Goal 5: All students will graduate from high school.

Planned Improvements: High School Graduation Rates, Dropouts, and AP

This section of the plan is intended to reflect the LEA's efforts to reduce the percentage of students dropping out of school, and therefore, increase the percentage of students who graduate from high school. Also include a description below of the LEA's efforts to ensure that all students have equal access to advanced placement (AP) opportunities.

Performance Indicator	Activities/Actions	Students Served	Timeline/ Person(s) Involved	Benchmarks/ Evaluation	Funding Source
5.1 (High School Graduates)	5.1a. CAHSEE - Supplemental classes in California High School Exit Examination (CAHSEE) ELA and Math at comprehensive high schools as well as at the alternative high school.	Students in grades 10-12 who have not passed	Executive Director, Secondary Schools 9/1/2012-6/11/2013	Pass rate on the CAHSEE in 2012 was 92% in ELA and 92% in Math, compared to Orange County scores of 88% and 89% and CA scores of 83% and 84% respectively.	Title II
	5.1b. Algebra 1 - Algebra 1 is offered in a one-year class as well as at a slower pace in a two-year sequence (Algebra 1A and 1B).	Students in grades	TOSA, Teachers 9/1/2012-6/11/2013	Completion of Algebra 1	General Fund
	5.1c. Adult Education - CUSD offers Adult Education which facilitates an increase in high school graduation rates. Students who do not meet graduation requirements by the end of their senior year are also referred to Adult Education to continue to meet diploma requirements.		Ex. Director, Secondary, Adult Education Principal, Adult Education Teachers 7/1/2012-6/30/2013		Adult Education

	5.1.d. Teen Parent Program – Childcare for children of teen parents is offered at Serra Alternative High School.	Children of Students in the Teen Parent Program	Principal, Serra, Preschool Resource Teacher, Infant Toddler Childcare Providers 9/1/2012-6/11/2013	Increase graduation rate of teen parents	Cal-SAFE
5.2 (Dropouts)	5.2a. Drop-out Rate - The current dropout rate for CUSD is 1.8% versus 9.3% in Orange County and 14.4% in California (2010-11, CDE). The District Hispanic Latino subgroup dropout rate is 4.3%	(June 2011 – of 77 non-grads, 43 completed requirements for high school diploma)	Executive Director, Secondary Schools, Principal, Adult Education, High School Principals, AP's Guidance, Academic Advisors, Parents, Students 7/1/2012-6/30/2013	Continue to lower the drop-out rate as well as close the drop-out rate gap for the Hispanic/Latino subgroup.	General Fund IDEA Adult Education
	5.2b. Credit Recovery – An online credit recovery program (APEX software) is used at the comprehensive and alternative high schools for credit recovery. Learning Center through Adult Education provides after school and evening classes for credit recovery.	Credit deficient high school students	Executive Director, Secondary Schools, Principal, Adult Education, High School Principals, AP's Guidance, Academic Advisors		Community Education, General Fund

				7/1/2012-6/30/2013			
	5.2c. Remediation Plans - Remediation plans are developed for credit deficient students that include a parent conference and action plan.			7/1/2012-6/30/2013			
	5.2d. Summer Offerings - Health and College and Career classes are offered in the summer as support for meeting graduation requirements.	10 th grade students		High School Principals, APs Guidance, Teachers 7/1/2012-6/30/2013		General Fund	
	5.2e. Independent Study - Fresh Start independent study program is offered as an alternative to a comprehensive high school experience and leads to a high school diploma.			7/1/2012-6/30/2013		General Fund	
	5.2f. Alternative High School - Serra Alternative High School is available which offers a lower credit requirement (190 vs. 220)	10 th -12 th grade students		Ex. Director, Secondary Schools, Serra Principal, Teachers 7/1/2012-6/30/2013		General Fund	
	5.2g. Online High School - Cal Prep offers an online education to meet individual student needs.	9 th -10 th grade students		Ex. Director, Secondary Schools, Cal Prep Principal, Teachers 7/1/2012-6/30/2013		General Fund	

5.3 (Advanced Placement)	5.2h. Attendance – School Attendance Review Board (SARB) is a state mandated diversion process to assist students with attendance and behavior problems. Reports and letters are generated based on truantries, facilitating identification and intervention.	Students who have met the legal definition of “truant”	Ex. Director, Safety and Student Services, APs, Parents, Students 9/1/2012-6/30/2013	Student Services maintains dat on attendance and the SARB process.	General Fund
	5.3a. AP Course Offerings - CUSD offers an average of 18-20 different AP course titles at each comprehensive high school.	Student participation is based on student performance in previous classes.	Ex. Director, Secondary Schools, Executive Director, Assessment and Evaluation, High School Principals, AP's Guidance, Academic Advisors 9/1/2012-6/11/2013	Increase AP participation especially with underserved subgroups. Continue to increase pass rate	General Fund
	5.3b. Advancement Via Individual Determination (AVID) – AVID Program at each middle and high school to provide support and training for students to prepare them to enter into an AP course and to meet a-g requirements.		Director, Instructional Support and Staff Development, Secondary Principals, AVID Teachers 9/1/2012-6/11/2013	AVID Teachers Tutors	General Fund Title 1, Gift

Additional Mandatory Title I Descriptions

Please include in the space below the following descriptions mandated by NCLB legislation. If the LEA has already included any of the descriptions, they do not need to be provided again here; please indicate the page number or section of the Plan where this information is included.

Describe the measure of poverty that will be used to determine which schools are eligible for Title I funding in accordance with Section 1113, "Eligible School Attendance Areas."	
	Description of how the LEA is meeting or plans to meet this requirement:
Identify one of the following options as the low-income measure to identify schools eligible for Title I funding: • Number of children in families receiving assistance under the Cal Works program; • Number of children eligible for Free/Reduced Price Lunch programs; • Number of children ages 5-17 in poverty counted by the most recent census data; • Number of children eligible to receive medical assistance under the Medicaid program; • Or a composite of the above. Describe how the low-income measure described above is used to rank and select schools to receive Title I funds • All schools with a 75% or above poverty level are funded • All other schools are funded by poverty ranking district wide or by grade span.	CSUD uses the number of children eligible for Free/Reduced Price Lunch Programs as its low-income measure to identify schools eligible for Title I funding. Schools that have more than 35% of their students on free and reduced lunch are eligible for participation in the Title 1 program. All schools are ranked based on the numbers of students who participate in the Free/Reduced lunch program. Schools with a 75% or above poverty level are funded first. Other schools are funded by poverty ranking by grade span. Funding is detailed in the Consolidated Application.

Additional Mandatory Title I Descriptions (Continued)

Please provide a general description of the nature of the programs to be conducted by the LEA's schools under Sections 1114, "Schoolwide Programs," and/or Section 1115, "Targeted Assistance Schools." Direct-funded Assistance charters and single school districts, if conducting a schoolwide program authorized under Section 1114, may attach a copy of the Schoolwide Plan or Single Plan for Student Achievement in lieu of this description. All ten of the required components must be addressed. (For more information on Schoolwide, please go to http://www.cde.ca.gov/sp/sw/rt/; for Targeted Assistance go to http://www.cde.ca.gov/sp/sw/rt/tasinfo.asp).		Description of how the LEA is meeting or plans to meet this requirement: Currently, CUSD has seven elementary School-wide programs (Del Obispo, Hidden Hills, Kinoshita, Las Palmas, San Juan, R.H. Dana, and Viejo), one middle school school-wide program (Marco Forster), and one high school school-wide program (Serra). All schools have completed the needs assessment inherent in the requirement for a Schoolwide program. The needs assessment is used for developing the Single Plan for Student Achievement (SPSA). A focus of CUSD has been to ensure that the nine school-wide schools are staffed only with highly qualified teachers. Goals focus on closing the achievement gap and schools in Program Improvement set aside a minimum of 10% for professional development for teachers and administrators. CUSD has a district Parent Involvement Policy and each of these schools has a school level Parent Involvement Policy and a School-Parent Compact. 95% of the District Parent Involvement set-aside is allocated to schools to increase parent involvement/education. Preschool programs coordinate with elementary schools to provide parent education opportunities for transition support.
For schoolwide programs (SWP), describe how the LEA will help schools to bring together all resources to upgrade the entire educational program at the school and include assistance in activities such as: • A comprehensive needs assessment of the entire school in relation to state standards. Schoolwide reform strategies that provide opportunities for all children to meet state standards. • Effective methods and instructional strategies based on scientifically-based research. • Strategies that give primary consideration to extended learning time, extended school year, before and after school and summer programs. • Proven strategies that address the needs of historically under-served students, low achieving students, and those at risk of not meeting state standards. • Instruction by highly qualified teachers and strategies to attract and keep such teachers. • High quality and ongoing professional development for teachers, principals, paraprofessionals, and if appropriate, pupil services personnel, parents and other		

staff. • Strategies to increase parental involvement. • Assistance to preschool children in transitioning from early childhood programs to elementary school programs. • Timely and effective additional assistance to students who experience difficulty mastering state standards.	CUSD utilizes multiple measures to identify Title I students at Targeted Assistance Schools. CST data, other test data, classroom teacher recommendations, class performance, parent requests, and at-risk behavior are used to identify Title I students. Once identified, students are assessed and placed in appropriate interventions. CUSD coordinates educational services to provide students with all of the assistance for which they qualify. The Education Services Directors meet regularly to assure that services are coordinated and integrated. Title I programs in CUSD offer a host of coordinated educational services for students both inside and outside of the school. These include: • Interventions during the school day include <i>Early Reading Intervention</i>, <i>Early Intervention for Reading</i>, <i>Read Naturally</i>, and <i>Soar to Success</i>. • <u>Extended learning opportunities (before/after school)</u> – Tutorials and homework programs focus on reading, English language development, and mathematics for students struggling to reach grade level standards. • <u>Instructional assistants</u> – These paraprofessionals work directly with students struggling in either literacy or mathematics. Students are helped individually or in small groups under the supervision of a highly qualified teacher. • <u>Summer Program</u> – Title 1 Principals are implementing site specific summer intervention programs.
For targeted assistance programs (TAS), describe how the LEA will help schools to identify participating students most at risk of failing to meet state standards and help those students to meet the State's challenging academic standards. The description should include activities such as: • Effective methods and instructional strategies based on scientifically-based research. • Strategies that give primary consideration to extended learning time, extended school year, before and after school and summer programs. • Strategies that minimize removing children from the regular classroom during regular school hours for instruction. • Instruction by highly qualified teachers. • Professional development opportunities for teachers, principals, and paraprofessionals, including if appropriate, pupil services personnel, parents, and other staff. • Strategies to increase parental involvement.	

	• <u>Instructional materials purchases</u> – Title I funds help schools to remain current and updated with their instructional materials as well as educational technology. • <u>Parent education/involvement activities</u> – The Title I program reaches out to parents throughout the year with parent education and involvement activities. The district's Parent Involvement Policy and Administrative regulation outlines CUSD's requirements in outreach efforts. All Title 1 schools have English Language Advisory and Title 1 Parent Committees. In addition, each school sends a representative to the District English Language Advisory Committee (DELAC). In addition, the English Learner Services department provides numerous opportunities for additional parent involvement (Parent Project, Padres Promotores). One percent of the total District Title 1 allocation is used for district and site parent involvement activities.
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Additional Mandatory Title I Descriptions (continued)

Please describe how teachers, in consultation with parents, administrators, and pupil services personnel in targeted assistance schools under Section 1115, "Targeted Assistance Schools," will identify the eligible children most in need of services under this part. Please note that multiple, educationally related criteria must be used to identify students eligible for services. Where applicable, provide a description of appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children in community day school programs, and homeless children.	
Description of how the LEA is meeting or plans to meet this requirement:	
Describe who is involved and the criteria used to identify which students in a targeted assistance school will receive services. The criteria should: • Identify children who are failing or most at risk of failing to meet the state academic content standards. • Use multiple measures that include objective criteria such as state assessments, and subjective criteria such as teacher judgment, parent interviews and classroom grades. • Include solely teacher judgment, parent interviews and dev. appropriate measures, if the district operates a preschool through grade 2 program with Title I funds. The description should include services to homeless children, such as the appointment of a district liaison, immediate enrollment, transportation, and remaining in school of origin.	Title I students are identified at Targeted Assistance schools through CST and other test scores. Secondary qualification occurs through: class performance, teacher observation, parent request, and at-risk behavior. In early October, students scoring Basic, Below Basic, or Far Below Basic in English Language Arts or Mathematics on the CST's are placed on the initial Title 1 list. The Principals and teachers review the list and any students who meet secondary qualification indicators can be added to the list. Title I intervention services are deployed to those students.
	Homeless Education activities – This program helps to identify students and families living in homeless situations and ensure that each student's educational program remains as consistent as possible. Currently, CUSD has identified approximately 2,800 students living in homeless situations. Title I Homeless funding pays for a Bilingual Liaison to assist with the identification of homeless students and provide support services such as lunch, backpacks, school supplies, and information and referral to resources such as shelters, food banks, and counseling. Gift and SLIBG funds have supported students with OCTA bus vouchers to get to and from school. District bus transportation provides free transportation on existing routes.
Services to children in a local institution for neglected or delinquent children and youth or attending a community day program.	N/A

Additional Mandatory Title I Descriptions (continued)

Please describe the actions the LEA will take to assist in its low-achieving schools identified under Section 1116, "Academic Assessment and Local Educational Agency and School Improvement," as in need of improvement.

If the LEA has a PI school(s), describe technical assistance activities the LEA will provide to help the PI school, such as the following:	Description of how the LEA is meeting or plans to meet this requirement:
• Assistance in developing, revising, and implementing the school plan. • Analyzing data to identify and address problems in instruction, parental involvement, professional development and other areas. • Assistance in implementing proven and effective strategies that will address the problems that got the school identified as PI and will get the school out of PI. • Assistance in analyzing and revising the school budget so the school's resources are used effectively.	CUSD provides technical assistance to Program Improvement (PI) schools that includes: • Program Improvement Meetings – Executive Director, State and Federal Programs meets by-monthly with administrators and annually with office staff of schools identified in PI. Information on PI, school choice, supplemental educational services, HQT, and parent involvement are discussed. Schools in PI Year 3 in 2012-2013 (Viejo Elem.) and Year 5 (San Juan and Las Palmas Elem.) receive additional support from Education Services Leadership/District Site Leadership Team regarding strategic planning and school action plan decisions (no schools currently in PI Year 4). Viejo, PI Year 3 implemented the corrective action of scientifically research-based professional development to improve academic achievement of low-performing students. Professional development is by a TOSA/Math specialist who is providing weekly coaching, additional assessment and data analysis, and demonstration lessons. Las Palmas and San Juan, PI Year 5 implemented two-way immersion as the restructuring/alternative governance plan. • Alignment to District Plan – The District determines instructional strategies, parent education programs, and professional development initiatives based on an analysis of District and site level data. The district also conducts a needs assessment that includes data from the state assessment tools. After an evaluation of the data and discussion by Ed. Services Leadership/DSLTL, instructional strategies, parent education programs, and professional development initiatives are embedded within the LEA Plan. Part of the process of developing the LEA Plan also includes a presentation and discussion with the DELAC. • School Plans – Education Services Leadership/DSLTL provides assistance in developing and revising the school plan (SPSA) which is aligned with the LEA Plan. Executive Director, Assessment and Evaluation provides principals with district and school level data along with guidance in the analysis of student data (disaggregated by subgroup). Education Services Directors provide support to assist administrators and School Site Councils in developing and adopting school plans, which are then approved by the school board. • Budget – Education Services Leadership/DSLTL provides technical assistance with programs and funding. Funds are set aside for professional development, parental involvement, HQT.

Please describe the actions the LEA will take to implement public school choice with paid transportation and Supplemental Educational Services, consistent with the requirements of Section 1116, "Academic Assessment and Local Educational Agency and School Improvement."	
	Description of how the LEA is meeting or plans to meet this requirement:
Describe the process for parent notification of the school's identification as PI, including notification of the right for students to transfer to another school that is not PI with paid transportation, and the right to receive supplemental education services.	In accordance with the CDE and NCLB requirements, the CUSD State and Federal Programs office sends parents at PI schools a parent information letter in the Spring of each year (exception: Year 1 PI's are not yet identified). This letter explains the meaning of PI status and offers school choice with paid transportation. In October of each year, the CUSD State and Federal Programs office sends parents at PI schools an information letter regarding their right for their child to receive SES services and how to enroll. A reminder postcard if not at full capacity for the second enrollment period is sent in December. Outreach to increase awareness about SES services is conducted through announcements at meetings such as DELAC and community events.
Describe how the LEA will provide public school choice and supplemental educational services to eligible children, including the selection of the children to receive services.	CSUD implements public school choice, supplemental educational services, and corrective action as required in the NCLB Act. All students attending PI schools are offered public school choice. Parents interested in participating in public school choice fill out a form indicating which school they would like to transfer to and if they would like transportation. The CUSD State and Federal Programs office notifies school sites and schedules the transportation. All students on free and reduced lunch attending PI schools in year 2 or higher are offered SES. After reviewing the SES handbook, parents return the enrollment form indicating their provider choices. All applicants are enrolled. If capacity is reached, priority is given based on grade level and academic achievement need.

Additional Mandatory Title I Descriptions (continued)

Please describe the strategy the LEA will use to coordinate programs under Title I with programs under Title II to provide professional development for teachers and principals, and, if appropriate, pupil services personnel, administrators, parents, and other staff, including LEA-level staff in accordance with Section 1118, "Parental Involvement," and Section 1119, "Qualifications for Teachers and Paraprofessionals."	
	Description of how the LEA is meeting or plans to meet this requirement:
Describe the LEA's strategies for coordinating resources and efforts to help schools retain, recruit and increase the number of highly qualified teachers, principals, and other staff.	CUSD is fortunate to have a high number of applicants per teaching opening, thus allowing CUSD to selectively hire and retain highly qualified teachers and principals.
Describe the LEA's strategies for coordinating resources and efforts to prepare parents to be involved in the schools and in their children's education.	CUSD coordinates resources and efforts to encourage parents to be involved in their child's education. CUSD has implemented the district Parent Involvement Policy, each school site's Parent Involvement Policy, and Parent-School Compacts. The implementation of each of these encourages and provides practical ideas on how parents can be involved. Bilingual Community Services Liaisons connect parents to resources and encourage parent involvement in their child's education. In addition, CUSD has provided district-supported parent involvement workshops and information.

Additional Mandatory Title I Descriptions (continued)

Coordination of Educational Services

In the space below, please describe how the LEA will coordinate and integrate educational services at the LEA or individual school level in order to increase program effectiveness, eliminate duplication, and reduce fragmentation of the instructional programs. Include programs such as: Even Start; Head Start; Reading First; Early Reading First and other preschool programs (including plans for the transition of participants in such programs to local elementary school programs; services for children with limited English proficiency; children with disabilities; migratory children; neglected or delinquent youth; Native American (Indian) students served under Part A of Title VII; homeless children; and immigrant children.

Describe how the LEA will coordinate and integrate educational services at the LEA or individual school level in order to increase program effectiveness, eliminate duplication, and reduce fragmentation of the instructional program, including programs such as: - Even Start - Head Start - Reading First - Early Reading First - Other preschool programs - Services for children that are migratory, neglected or delinquent, Native American (Title VII, Part A), homeless, immigrant, and limited-English proficient, and children with disabilities. Compare to programs listed on Page 11 of the LEA Plan to determine if all active programs have been addressed.	Description of how the LEA is meeting or plans to meet this requirement: One of the most important features of the Title I program is the coordination of educational services for students and their families. This coordination will be accomplished in the following ways: - The CUSD Early Childhood program works closely with the director of the Title I program to continue to ensure a smooth transition between preschool and Kindergarten. The Open Court curriculum helps align these two programs. - The Learning Link School Readiness Assessment and Interactive Center located at four Title 1 schools promotes early literacy and numeracy, parent outreach and involvement, and identification and intervention of early delays. - QEIA Grant at Kinoshita - This program provides valuable funds for ongoing training, lowering class size and support for teachers and parents. - English Learner program is coordinated with the Title I program by having the directors of each program work closely together to align efforts. - Migratory children – Migrant students are identified at all CUSD schools. CUSD staff work closely with the consortium to support migrant students.
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• Indian students – Indian Education students performing below grade level are offered tutoring. Parent and student education is focused on academic preparation and college and career readiness. • Homeless children – The Homeless Liaison/Title I Executive Director assists with students in homeless situations to reduce barriers and enhance academic achievement. Title I funds are set aside to support all homeless students. Homeless students are identified in the beginning of the year and provided with support. • Students with disabilities – These students are examined on a case-by-case basis for services. CUSD coordinates educational services to provide students with all of the assistance for which they qualify. The Education Services Directors meet weekly to ensure coordinated and integrated services.	
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Part III

Assurances and Attachments

Assurances

Signature Page

Appendix

Appendix A: California's NCLB Performance Goals and Performance Indicators

Appendix B: Links to Data Web sites

Appendix C: Science-Based Programs

Appendix D: Research-based Activities

Appendix E: Promising or Favorable Programs

ASSURANCES

To assure the LEA's eligibility for funds included in this Plan, the Superintendent must provide an original signature below attesting to compliance with all of the following statements.

GENERAL ASSURANCES

1. Each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
2. The LEA will comply with all applicable supplement not supplant and maintenance of effort requirements.
3. (a) The control of funds provided under each program and title to property acquired with program funds will be in a public agency, a non-profit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities; (b) the public agency, non-profit private agency, institution or organization, or Indian tribe will administer the funds and property to the extent required by the authorizing law.
4. The LEA will adopt and use proper methods of administering each such program, including (a) the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and (b) the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation.
5. The LEA will cooperate in carrying out any evaluation of each such program conducted by, or for, the State educational agency, the Secretary, or other Federal officials.
6. The LEA will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, Federal funds paid to the applicant under each such program.
7. The LEA will: (a) submit such reports to the State educational agency (which shall make the reports available to the Governor) and the Secretary as the State educational agency and Secretary may require to enable the State educational agency and Secretary to perform their duties under each such program; and (b) maintain such records, provide such information, and afford such access to the records as the State educational agency (after consultation with the Governor) or the Secretary may reasonably require to carry out the State educational agency's or the Secretary's duties.
8. The LEA has consulted with teachers, school administrators, parents, and others in the development of the local consolidated application/LEA Plan to the extent required under Federal law governing each program included in the consolidated application/LEA Plan.
9. Before the application was submitted, the LEA afforded a reasonable opportunity for public comment on the application and considered such comment.

- 9a. The LEA will provide the certification on constitutionally protected prayer that is required by section 9524.
10. The LEA will comply with the armed forces recruiter access provisions required by section 9528.

TITLE I, PART A

The LEA, hereby, assures that it will:

11. Participate, if selected, in the State National Assessment of Educational Progress in 4th and 8th grade reading and mathematics carried out under section 411(b)(2) of the National Education Statistics Act of 1994.
12. If the LEA receives more than \$500,000 in Title I funds, it will allow 1 percent to carry out NCLB Section 1118, Parent Involvement, including promoting family literacy and parenting skills; 95 percent of the allocation will be distributed to schools.
13. Inform eligible schools and parents of schoolwide program authority and the ability of such schools to consolidate funds from Federal, State, and local sources.
14. Provide technical assistance and support to schoolwide programs.
15. Work in consultation with schools as the schools develop the schools' plans pursuant to section 1114 and assist schools as the schools implement such plans or undertake activities pursuant to section 1115 so that each school can make adequate yearly progress toward meeting the State student academic achievement standards.
16. Fulfill such agency's school improvement responsibilities under section 1116, including taking actions under paragraphs (7) and (8) of section 1116(b).
17. Provide services to eligible children attending private elementary schools and secondary schools in accordance with section 1120, and timely and meaningful consultation with private school officials regarding such services.
18. Take into account the experience of model programs for the educationally disadvantaged, and the findings of relevant scientifically based research indicating that services may be most effective if focused on students in the earliest grades at schools that receive funds under this part.
19. In the case of an LEA that chooses to use funds under this part to provide early childhood development services to low-income children below the age of compulsory school attendance, ensure that such services comply with the performance standards established under section 641A(a) of the Head Start Act.
20. Work in consultation with schools as the schools develop and implement their plans or activities under sections 1118 and 1119 and *California Education Code Section 64001*.
21. Comply with requirements regarding the qualifications of teachers and paraprofessionals and professional development.

22. Inform eligible schools of the local educational agency's authority to obtain waivers on the school's behalf under Title IX.
23. Coordinate and collaborate, to the extent feasible and necessary as determined by the local educational agency, with the State educational agency and other agencies providing services to children, youth, and families with respect to a school in school improvement, corrective action, or restructuring under section 1116 if such a school requests assistance from the local educational agency in addressing major factors that have significantly affected student achievement at the school.
24. Ensure, through incentives for voluntary transfers, the provision of professional development, recruitment programs, or other effective strategies, that low-income students and minority students are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers.
25. Use the results of the student academic assessments required under section 1111(b)(3), and other measures or indicators available to the agency, to review annually the progress of each school served by the agency and receiving funds under this part to determine whether all of the schools are making the progress necessary to ensure that all students will meet the State's proficient level of achievement on the State academic assessments described in section 1111(b)(3) within 12 years from the baseline year described in section 1111(b)(2)(E)(ii).
26. Ensure that the results from the academic assessments required under section 1111(b)(3) will be provided to parents and teachers as soon as is practicably possible after the test is taken, in an understandable and uniform format and, to the extent practicable, provided in a language or other mode of communication that the parents can understand.
27. Assist each school served by the agency and assisted under this part in developing or identifying examples of high-quality, effective curricula consistent with section 1111(b)(8)(D) and *California Education Code Section 64001*.
28. Ensure that schools in school improvement status spend not less than ten percent of their Title I funds to provide professional development (in the area[s] of identification to teachers and principals) for each fiscal year.
29. Prepare and disseminate an annual LEA report card in accordance with section 1111(h)(2).
30. Where applicable, the applicant will comply with the comparability of services requirement under section 1120A(c). In the case of a local educational agency to which comparability applies, the applicant has established and implemented an agency-wide salary schedule; a policy to ensure equivalence among schools in teachers, administrators, and other staff; and a policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies. Documentation will be on file to demonstrate that the salary schedule and local policies result in comparability and will be updated biennially.

TITLE I, PART D – SUBPART 2

31. Where feasible, ensure that educational programs in the correctional facility are coordinated with the student's home school, particularly with respect to a student with an individualized education program under Part B of the Individuals with Disabilities Education Act.

32. Work to ensure that the correctional facility is staffed with teachers and other qualified staffs that are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth.
33. Ensure that the educational programs in the correctional facility are related to assisting students to meet high academic achievement standards.

TITLE II, PART A

34. The LEA, hereby, assures that:

- The LEA will target funds to schools within the jurisdiction of the local educational agency that:

(A) Have the lowest proportion of highly qualified teachers;
(B) Have the largest average class size; or
(C) Are identified for school improvement under section 1116(b).
- The LEA will comply with section 9501 (regarding participation by private school children and teachers).
- The LEA has performed the required assessment of local needs for professional development and hiring, taking into account the activities that need to be conducted in order to give teachers the means, including subject matter knowledge and pedagogy skills, and to give principals the instructional leadership skills to help teachers, to provide students with the opportunity to meet California's academic content standards. This needs assessment was conducted with the involvement of teachers, including teachers participating in programs under Part A of Title I.
- The LEA will assure compliance with the requirements of professional development as defined in section 9101 (34).

TITLE II, PART D

35. The LEA has an updated, local, long-range, strategic, educational technology plan in place that includes the following:

- Strategies for using technology to improve academic achievement and teacher effectiveness.
- Goals aligned with challenging state standards for using advanced technology to improve student academic achievement.
- Steps the applicant will take to ensure that all students and teachers have increased access to technology and to help ensure that teachers are prepared to integrate technology effectively into curricula and instruction.
- Promotion of curricula and teaching strategies that integrate technology, are based on a review of relevant research, and lead to improvements in student academic achievement.

- Ongoing, sustained professional development for teachers, principals, administrators, and school library media personnel to further the effective use of technology in the classroom or library media center.
 - A description of the type and costs of technology to be acquired with Ed Tech funds, including provisions for interoperability of components.
 - A description of how the applicant will coordinate activities funded through the Ed Tech program with technology-related activities supported with funds from other sources.
 - A description of how the applicant will integrate technology into curricula and instruction, and a timeline for this integration.
 - Innovative delivery strategies – a description of how the applicant will encourage the development and use of innovative strategies for the delivery of specialized or rigorous courses and curricula through the use of technology, including distance learning technologies, particularly in areas that would not otherwise have access to such courses or curricula due to geographical distances or insufficient resources.
 - A description of how the applicant will use technology effectively to promote parental involvement and increase communication with parents.
 - Collaboration with adult literacy service providers.
 - Accountability measures – a description of the process and accountability measures that the applicant will use to evaluate the extent to which activities funded under the program are effective in integrating technology into curricula and instruction, increasing the ability of teachers to teach, and enabling student to reach challenging state academic standards.
 - Supporting resources – a description of the supporting resources, such as services, software, other electronically delivered learning materials, and print resources that will be acquired to ensure successful and effective uses of technology.
36. The LEA must use a minimum of 25 percent of their funds to provide ongoing, sustained, and intensive high quality professional development in the integration of advanced technology into curricula and instruction and in using those technologies to create new learning environments.
37. **Any LEA that does not receive services at discount rates under section 254(h)(5) of the Communications Act of 1934 (47 U.S.C. 254(h)(5)) hereby assures the SEA** that the LEA will not use any Title II, Part D funds to purchase computers used to access the Internet, or to pay for direct costs associated with accessing the Internet, for such school unless the school, school board, local educational agency, or other authority with responsibility for administration of such school:
- Has in place a policy of Internet safety for minors that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are obscene, child pornography, or harmful to minors

- Is enforcing the operation of such technology protection measure during any use of such computers by minors
- Has in place a policy of Internet safety that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are obscene or child pornography, and is enforcing the operation of such technology protection measure during any use of such computers, and
- Any LEA that *does* receive such discount rates hereby assures the SEA that it will have in place a policy of Internet safety for minors required by Federal or State law.

TITLE III

38. The LEA assures that it consulted with teachers, researchers, school administrators, parents, and, if appropriate, with education-related community groups, nonprofit organizations, and institutions of higher education in developing the LEA Plan.
39. The LEA will hold elementary and secondary schools accountable for increasing English language proficiency and for LEP subgroups making adequate yearly progress.
40. The LEA is complying with Section 3302 prior to, and throughout, each school year.
41. The LEA annually will assess the English proficiency of all students with limited English proficiency participating in programs funded under this part.
42. The LEA has based its proposed plan on scientifically based research on teaching limited-English-proficient students.
43. The LEA ensures that the programs will enable to speak, read, write, and comprehend the English language and meet challenging State academic content and student academic achievement standards.
44. The LEA is not in violation of any State law, including State constitutional law, regarding the education of limited-English-proficient students, consistent with Sections 3126 and 3127.

TITLE IV, PART A

45. The LEA assures that it has developed its application through timely and meaningful consultation with State and local government representatives, representatives of schools to be served (including private schools), teachers and other staff, parents, students, community-based organizations, and others with relevant and demonstrated expertise in drug and violence prevention activities (such as medical, mental health, and law enforcement professionals).
46. The activities or programs to be funded comply with the principles of effectiveness described in section 4115(a) and foster a safe and drug-free learning environment that supports academic achievement.

47. The LEA assures that funds under this subpart will be used to increase the level of State, local, and other non-Federal funds that would, in the absence of funds under this subpart, be made available for programs and activities authorized under this subpart, and in no case supplant such State, local, and other non-Federal funds.
48. Drug and violence prevention programs supported under this subpart convey a clear and consistent message that acts of violence and the illegal use of drugs are wrong and harmful.
49. The LEA has, or the schools to be served have, a plan for keeping schools safe and drug-free that includes:
- Appropriate and effective school discipline policies that prohibit disorderly conduct, the illegal possession of weapons, and the illegal use, possession, distribution, and sale of tobacco, alcohol, and other drugs by students.
 - Security procedures at school and while students are on the way to and from school.
 - Prevention activities that are designed to create and maintain safe, disciplined, and drug-free environments.
 - A crisis management plan for responding to violent or traumatic incidents on school grounds.
 - A code of conduct policy for all students that clearly states the responsibilities of students, teachers, and administrators in maintaining a classroom environment that:
 - Allows a teacher to communicate effectively with all students in the class.
 - Allows all students in the class to learn.
 - Has consequences that are fair, and developmentally appropriate.
 - Considers the student and the circumstances of the situation.
 - Is enforced accordingly.
50. The application and any waiver request under section 4115(a)(3) (to allow innovative activities or programs that demonstrate substantial likelihood of success) will be available for public review after submission of the application.

TITLE IV, PART A, SUBPART 3

51. The LEA assures that it has, in effect, a written policy providing for the suspension from school for a period of not less than one year of any student who is determined to have brought a firearm to school or who possesses a firearm at school and the referral of a student who has brought a weapon or firearm to the criminal or juvenile justice system. Such a policy may allow the Superintendent to modify such suspension requirement for a student on a case-by-case basis.

TITLE V, PART A

52. The LEA has provided, in the allocation of funds for the assistance authorized by this part and in the planning, design, and implementation of such innovative assistance programs, for systematic consultation with parents of children attending elementary schools and

secondary schools in the area served by the LEA, with teachers and administrative personnel in such schools, and with such other groups involved in the implementation of this part (such as librarians, school counselors, and other pupil services personnel) as may be considered appropriate by the LEA.

53. The LEA will comply with this Part, including the provisions of section 5142 concerning the participation of children enrolled in private nonprofit schools.
54. The LEA will keep such records, and provide such information to the SEA, as may be reasonably required for fiscal audit and program evaluation.
55. The LEA will annually evaluate the programs carried out under this Part, and that evaluation:
 - Will be used to make decisions about appropriate changes in programs for the subsequent year;
 - Will describe how assistance under this part affected student academic achievement and will include, at a minimum, information and data on the use of funds, the types of services furnished, and the students served under this part; and
 - Will be submitted to the SEA at the time and in the manner requested by the SEA.

New LEAP Assurances

56. Uniform Management Information and Reporting System: the LEA assures that it will provide to the California Department of Education (CDE) information for the uniform management information and reporting system required by No Child Left Behind, Title IV in the format prescribed by CDE. That information will include:
 - (i) Truancy rates;
 - (ii) The frequency, seriousness, and incidence of violence and drug-related offenses resulting in suspensions and expulsions in elementary schools and secondary schools in the State;
 - (iii) The types of curricula, programs, and services provided by the chief executive officer, the State educational agency, local educational agencies, and other recipients of funds under this subpart; and
 - (iv) The incidence and prevalence, age of onset, perception of health risk, and perception of social disapproval of drug use and violence by youth in schools and communities.
(Section 4112, General Provisions, Title IV, Part A, PL 107-110)
57. Unsafe School Choice Policy: the LEA assures that it will establish and implement a policy requiring that a student attending a persistently dangerous public elementary school or secondary school, as determined by the State, or who becomes a victim of a violent criminal offense, as determined by State law, while in or on the grounds of a public elementary school or secondary school that the student attends, be allowed to attend a safe public elementary or secondary school within the local educational agency, including a public charter school. The LEA will submit on a format to be designated by CDE the information the state requires to complete annual federal reporting requirements on the number of

schools that have been designated “persistently dangerous” in accordance with California State Board of Education policy. (Section 9532, General Provisions, Title IX, PL 107-110.)

Other

58. The LEA assures that a minimum of 95 percent of all students and a minimum number of students in each subgroup (at both the school and district levels) will participate in the state’s assessments program.

SIGNATURE PAGE

(Signatures must be original. Please use blue ink.)

The superintendent and governing board of the LEA submitting this Plan must sign on behalf of all participants included in the preparation of the Plan. LEAs in Program Improvement Year 3 assigned or required to access the services of a District Assistance and Intervention Team (DAIT) or other technical assistance provider must also secure signatures from the DAIT leads or other technical assistance provider leads.

Dr. Joseph M. Farley

Print Name of Superintendent

Signature of Superintendent

Date

John Alpay

Print Name of Board President

Signature of Board President

Date

N/A

Print Name of DAIT Lead or Technical Assistance Provider Lead
(if applicable)

Signature of DAIT Lead or Technical Assistance Provider Lead
(if applicable)

Date

John Albert

Print Name of Title III English Learner Coordinator/Director
(if applicable)

Signature of Title III English Learner Coordinator/Director
(if applicable)

Date

Please note that the Title III English Learner Coordinator/Director will only need to sign this Assurance if the LEA is identified for Title III Year 2 or Year 4 improvement status.

Certification: *I hereby certify that all of the applicable state and federal rules and regulations will be observed by this LEA and that, to the best of my knowledge, information contained in this Plan is correct and complete. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained onsite. I certify that we accept all general and program specific assurances for Titles I, II, and/or III as appropriate, except for those for which a waiver has been obtained. A copy of all waivers will remain on file. I certify that actual ink signatures for this LEA Plan/Plan Addendum/Action Plan are on file, including signatures of any required external providers, i.e., DAIT or other technical assistance provider.*

APPENDIX A

On May 30, 2002, the California State Board of Education (SBE) adopted the five goals and 12 performance indicators for No Child Left Behind (NCLB), as set forth in the Federal Register Notice of May 22, 2002. The SBE's adoption of the specified goals and performance indicators represents California's commitment to the development of an accountability system to achieve the goals of NCLB.

Collectively, NCLB's goals, performance indicators, and performance targets constitute California's framework for ESEA *accountability*. The framework provides the basis for the state's improvement efforts, informing policy decisions by the SBE and implementation efforts by the California Department of Education (CDE) to fully realize the system envisioned by NCLB; it also provides a basis for coordination with the State Legislature and the Governor's Office.

California's NCLB Performance Goals and Performance Indicators

Performance Goal 1: *All students will reach high standards, at a minimum attaining proficiency or better in reading and mathematics, by 2013-2014.*

- 1.1 **Performance indicator:** The percentage of students, in the aggregate and for each subgroup, who are above the proficient level in reading on the State's assessment. (These subgroups are those for which the ESEA requires State reporting, as identified in section 1111(h)(1)(C)(i).)
- 1.2 **Performance indicator:** The percentage of students, in the aggregate and in each subgroup, who are at or above the proficient level in mathematics on the State's assessment. (These subgroups are those for which the ESEA requires State reporting, as identified in section 1111(h)(C)(i).)
- 1.3 **Performance indicator:** The percentage of Title I schools that make adequate yearly progress.

Performance Goal 2: *All limited-English-proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.*

- 2.1. **Performance indicator:** The percentage of limited-English-proficient students, determined by cohort, who have attained English proficiency by the end of the school year.
- 2.2 **Performance indicator:** The percentage of limited-English-proficient students who are at or above the proficient level in reading/language arts on the State's assessment, as reported for performance indicator 1.1.

- 2.3 **Performance indicator:** The percentage of limited-English-proficient students who are at or above the proficient level in mathematics on the State's assessment, as reported for performance indicator 1.2.

Performance Goal 3: *By 2005-06, all students will be taught by highly qualified teachers.*

- 3.1 **Performance indicator:** The percentage of classes being taught by "highly qualified" teachers (as the term is defined in section 9101(23) of the ESEA), in the aggregate and in "high-poverty" schools (as the term is defined in section 1111(h)(1)(C)(viii) of the ESEA).
- 3.2 **Performance indicator:** The percentage of teachers receiving high-quality professional development. (See definition of "professional development" in section 9101(34).
- 3.3 **Performance indicator:** The percentage of paraprofessionals (excluding those with sole duties as translators and parent involvement assistants) who are qualified. (See criteria in section 1119(c) and (d).

Performance Goal 4: *All students will be educated in learning environments that are safe, drug free, and conducive to learning.*

- 4.1 **Performance indicator:** The percentage of persistently dangerous schools, as defined by the State.

Performance Goal 5: *All students will graduate from high school.*

- 5.1 **Performance indicator:** The percentage of students who graduate from high school, with a regular diploma:
- Disaggregated by race, ethnicity, gender, disability status, migrant status, English proficiency, and status as economically disadvantaged and
 - Calculated in the same manner as used in National Center for Education Statistics reports on Common Core of Data.
- 5.2 **Performance indicator:** The percentage of students who drop out of school:
- Disaggregated by race, ethnicity, gender, disability status, migrant status, English proficiency, and status as economically disadvantaged and
 - Calculated in the same manner as used in National Center for Education Statistics reports on Common Core of Data.

APPENDIX B

Links to Data Web sites

Below is a listing of Web site links for accessing district-level data and information to be used by the LEA in developing this Plan:

- Academic Performance Index (API)
<http://www.cde.ca.gov/ta/ac/ap/>
- California Basic Educational Data System (CBEDS)
<http://www.cde.ca.gov/ds/sd/cb/>
- California English Language Development Test (CELDT)
<http://www.cde.ca.gov/ta/tg/el/>
- California High School Exit Exam (CAHSEE)
<http://www.cde.ca.gov/ta/tg/hs/>
- California Standardized Test (CST)
<http://www.cde.ca.gov/ta/tg/sr/guidecst08.asp>
- DataQuest
<http://data1.cde.ca.gov/dataquest/>
- School Accountability Report Card (SARC)
<http://www.cde.ca.gov/ta/ac/sa/>
- Standardized Testing and Reporting (STAR) Program
<http://www.cde.ca.gov/ta/tg/sr/>

APPENDIX C

Science-Based Programs

Science-based research has provided evidence of effectiveness for the following school-based prevention programs. Each of the listed programs have been identified as a research-validated, exemplary, or model program by one or more of the following agencies: The California Healthy Kids Resource Center, the Center for Substance Abuse Prevention, United States Department of Education's Expert Panel, or the University of Colorado's Center for the Study and Prevention of Violence. Some of these programs are also discussed in the California Department of Education's publication *Getting Results*. Websites where additional information can be found about each program's description, target population, and outcomes are listed below. The code in the last column of the menu provides a quick reference indicating which websites have information specific to each program.

A: < <http://www.californiahealthykids.org> > (California Healthy Kids Resource Center: Research-Validated Programs)

B: < <http://www.colorado.edu/esp/blueprints/index.html> > (University of Colorado: Blueprints)

C: < <http://www.modelprograms.samhsa.gov> > (Center for Substance Abuse Prevention: Model Programs)

D: < <http://www2.edc.org/msc/model.asp> > (United States Department of Education: Expert Panel)

E: < <http://www.gettingresults.org/> > (Getting Results)

School-Based Programs

Intended program outcomes and target grade levels. See research for proven effectiveness									
Name	Grade	Alcohol	Tobacco	Drugs	Violence	Youth Dev.	Website		
Across Ages	4 to 8	x	x	x		x	C		
All Stars™	6 to 8	x	x	x			A, C, D, E		
ATLAS (Athletes Training and Learning to Avoid Steroids)	9 to 12	x		x			A, B, C, D,		
Border Binge Drinking Reduction Program	K to 12	x			x		C		
Child Development Project/Caring School Community	K to 6	x		x	x	x	A, B, C, D, E		
Cognitive Behavioral Therapy for Child Sexual Abuse	Families				x		C		
Cognitive Behavioral Therapy for Child Traumatic Stress	Families				x		C		
Coping Power	5 to 8			x	x		C		
DARE To Be You	Pre-K	x		x	x	x	A, C,		
Early Risers Skills for Success	K to 6				x		C,		
East Texas Experiential Learning Center	7	x	x	x	x	x	C		
Friendly PEERsuasion	6 to 8	x					C		
Good Behavior Game	1 to 6				x		B, C		
High/Scope Perry Preschool Project	Pre-K				x	x	B, C, E		
I Can Problem Solve	Pre-K				x		A, B, D		
Incredible Years	K to 3				x	x	B, C,		
Keep A Clear Mind	4 to 6	x	x				A, C,		
Leadership and Resiliency	9 to 12						C,		
Botvin's LifeSkills™ Training	6 to 8	x	x	x	x		A, B, C, D, E		
Lions-Quest Skills for Adolescence	6 to 8					x	D, C, E		
Minnesota Smoking Prevention Program	6 to 10		x				A, D, E		

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APPENDIX D

Research-based Activities (4115 (a)(1)(C)):

The LEA must designate and list the research-based activities (strategies and activities developed by the LEA to supplement the science-based programs listed above) selected from below:

Research-based Activities	
Activities	Research Summaries Supporting Each Activity:
After School Programs	Getting Results Part I, page 77-78
Conflict Mediation/Resolution	Getting Results Part I, page 63-65 Getting Results Part I, page 127-129
Early Intervention and Counseling	Getting Results Part I, page 72 Getting Results Part I, page 100-101 Getting Results Part I, page 106-107
Environmental Strategies	Getting Results Part I, page 73-75 Getting Results Part II, page 47-48 Getting Results Part II, page 76-79 Getting Results Part II, page 89-94
Family and Community Collaboration	Getting Results Part I, page 104-105 Getting Results Part II, page 26-28 Getting Results Part II, page 33
Media Literacy and Advocacy	Getting Results Part II, page 45 Getting Results Update 3, page 22-24
Mentoring	Getting Results Part I, page 49
Peer-Helping and Peer Leaders	Getting Results Part I, page 104-106 Getting Results Update 3, page 43-45
Positive Alternatives	Getting Results Part I, page 79-81 Getting Results Part I, page 104-106 Getting Results Part I, page 108-109
School Policies	Getting Results Part I, page 66-72 Getting Results Part II, page 22-23
Service Learning/Community Service	Getting Results Part I, page 81-83 Getting Results Part II, page 46-47
Student Assistance Programs	Getting Results Part I, page 89-90
Tobacco-Use Cessation	Getting Results Part II, page 28 Getting Results Part II, page 42-43 Getting Results Part II, page 72-74
Youth Development/Caring Schools/Caring Classrooms	Getting Results Part I, page 121-123 Getting Results Part I, page 136-137 Getting Results Part II, page 28 Getting Results Update 1

APPENDIX E

Promising or Favorable Programs							
Either the United States Department of Education's Expert Panel, the University of Colorado's Center for the Study and Prevention of Violence, or the Center for Substance Abuse Prevention has identified the programs listed below as producing a consistent positive pattern of results (CSAP) or have evidence of a deterrent effect (Blueprints) but otherwise did not match all of the criteria established by these agencies to be identified as an exemplary or model program. The code in the last column of the chart provides a quick reference indicating which web sites have information specific to each program. A: < http://www.californiahealthykids.org > (California Healthy Kids Resource Center: Research-Validated Programs) B: < http://www.colorado.edu/cspv/blueprints/index.html > (University of Colorado: Blueprints) C: < http://www.modelprograms.samhsa.gov > (Center for Substance Abuse Prevention: Model Programs) D: < http://www2.edc.org/msc/model.asp > (United States Department of Education: Expert Panel) E: < http://www.gettingresults.org/ > (Getting Results)							
Name	Grade, or Setting	Alcohol	Tobacco	Drug	Violence	Youth Dev.	Web site
Adolescent Alcohol Prevention Trial	5 to 7			x			C
Aggression Replacement Training	School				x		D
Aggressors, Victims, and Bystanders	6 to 9				x		D
AI'sPal's: Kids Making Healthy Choices	Pre K to 2				x		D
Baby Safe (Substance Abuse Free Environment) Hawaii	Families	x	x	x			C
Basement Bums	6 to 8		x				A
Be a Star	K to 6					x	C
Behavioral Monitoring and Reinforcement	7 to 8			x	x		C
Bilingual/Bicultural Counseling and Support Services	Communities	x		x			C
Bully Proofing Your School	K to 8				x		B
CAPSLE (Creating a Peaceful School Learning Environment)	K to 5				x		B
Club Hero	6					x	C
Coca-Cola Valued Youth Program (CCVYP)	School					x	B
Colorado Youth Leadership Project	7	x				x	C
Come School Development Program (CSDP)	School					x	B
Earlscourt Social Skills Group Program	K to 6					x	B
Effective Black Parenting Program (EBPP)	Families				x		B
Facing History and Ourselves	7 to 12				x		D
Family Health Promotion	Families	x	x	x		x	C
FAST Track	1 to 6				x		B
Get Real About Violence	K to 12				x		C
Growing Healthy	K to 6	x	x	x			D
Intensive Protective Supervision Program	Community				x		B
Iowa Strengthening Families Program	Family	x					B
Kids Intervention with Kids in School (KIKS)	6 to 12	x	x	x	x	x	C
Let Each One Teach One	Mentoring					x	D
Linking the Interests of Families and Teachers (LIFT)	1 to 5				x		B, C, D

Lion's Quest Working Toward Peace	5 to 9				x		D
Massachusetts Tobacco Control Program	7 to 12		X				C
Michigan Model for Comprehensive School Health Education	K to 12	x	x	x			D
Open Circle Curriculum	K to 5				x	x	D
Parent-Child Assistance Program (P-CAP)	Families	x		x			C
PeaceBuilders	K to 8				x		D
Peacemakers Program	4 to 8				x		D
Peer Assistance and Leadership	9 to 12			x	x		C
Peer Coping Skills (PCS)	1 to 3				x		B
Peers Making Peace	K to 12				x		D
Personal/Social Skills Lessons	6 to 12		x				A
Preventive Intervention	6 to 8			x			B
Preventive Treatment Program	Parents			x	x		B
Primary Mental Health Project	Pre k to 3						D
Project Alive	K to 12		x				A
Project BASIS	6 to 8				x	x	C
Project Break Away	6 to 8		x	x			C
Project Life	9 to 12		x				A
Project PACE	4					x	C
Project SCAT	4 to 12		x				A
Project Status	6 to 12			x	x	x	B
Safe Dates	School				x		B
Say It Straight (SIS) Training	6 to 12	x					D
School Transitional Environmental Program	9 to 12			x	x	x	B
Smokeless School Days	9 to 12		x				A
Social Decision Making and Problem Solving	1 to 6	x			x		D
Social Decision Making and Problem Solving Program (SDM/PS)	K to 5					x	B
Socio-Moral Reasoning Development Program (SMRDP)	School				x		B
Storytelling for Empowerment	6 to 8	x		x			C
Strengthening Hawaii Families	Families			x			C
Strengthening the Bonds of Chicano Youth & Families	Communities	x		x			C
Syracuse Family Development Program	Family				x		B
Teams-Games-Tournaments Alcohol Prevention	10 to 12	x					C
Teenage Health Teaching Modules	6 to 12		x				C, D
Teens Tackle Tobacco! - Triple T	6 to 12		x				A
The Scare Program	School				x		D
The Think Time Strategy	K to 9				x		D
Tinkham Alternative High School	9 to 12					x	C
Tobacco-Free Generations	8 to 12		x				A
Viewpoints	9 to 12				x		B
Woodrock Youth Development Project	K to 8	x	x	x		x	C
Yale Child Welfare Project	Families				x		B

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1314-35

WEEK OF THE SCHOOL ADMINISTRATOR

WHEREAS, approximately 23,000 certificated and classified school administrators and confidential employees work in California's public schools; and 166 work in the Capistrano Unified School District; and

WHEREAS, certificated and classified administrators provide leadership and support for the educational program by developing and implementing curriculum; selecting textbooks and instructional materials; recruiting, training, and evaluating staff; managing budgets; monitoring cost controls; implementing Board policies; complying with federal, state, and local regulations and laws; planning and maintaining school facilities; and providing transportation, nutrition, and social service programs to pupils and their families; and

WHEREAS, site level leaders, District managers, and confidential employees promote ongoing student achievement and success and believe in the value of a quality education; and

WHEREAS, the Board of the Capistrano Unified School District applauds and commends the administrators and confidential employees of this District for their leadership, professionalism, and service to the entire school community.

NOW THEREFORE BE IT RESOLVED the Board of Capistrano Unified School District recognizes the week of March 3 through 9, 2014, as the "Week of the School Administrator" in honor of the many outstanding contributions and services provided by the leaders in California's public school districts;

PASSED AND ADOPTED this 26th day of February 2014, by Capistrano Unified School District Board of Trustees of Orange County, California.

AYES _____

NOES _____

ABSENT _____

ABSTAIN _____

I, Joseph M. Farley, Ed.D., Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 26th day of February, 2014, by a roll call vote.

Joseph M. Farley, Ed.D.
Secretary to the Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1314-34

**DESIGNATED REPRESENTATIVES FOR SIGNATURE FOR
CALIFORNIA DEPARTMENT OF EDUCATION LOCAL AGREEMENT FOR
CHILD DEVELOPMENT SERVICES**

BE IT RESOLVED the Board of Trustees of the Capistrano Unified School District authorizes the following personnel to be designees to sign for all California Department of Education Local Agreement for Child Development Services.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Joseph M. Farley, Ed. D.	Superintendent	_____
Julie Hatchel, Ed. D.	Assistant Superintendent Education Services	_____
Debra R. Keeler, Ed.D.	Director IV Early Childhood Programs	_____

PASSED AND ADOPTED THIS 12th Day of February 2014, by the Board of Trustees of the Capistrano Unified School District, County of Orange, California.

AYES ()

NOES ()

ABSENT ()

ABSTAIN ()

I, Joseph M. Farley, Ed. D., Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 12th day of February 2014, by a roll call vote.

Joseph M. Farley, Ed. D.
Superintendent
Secretary of the Board of Trustees

Date

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 13 - 14**Amendment 02****LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

MDO Change

DATE: October 23, 2013CONTRACT NUMBER: CSPP-3313PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAMPROJECT NUMBER: 30-6646-00-3CONTRACTOR'S NAME: CAPISTRANO UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2013 designated as number CSPP-3313 and Amendment #01 (Increase (AB 110)/Restoration) shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be \$2,572,011.00. (No change)

The Maximum Rate per child day of enrollment payable pursuant to the provisions of this agreement shall be \$34.38. (No change)

SERVICE REQUIREMENTS

The Minimum Days of Operation (MDO) shall be amended by deleting reference to 181 and inserting 177 in place thereof.

The minimum Child Days of Enrollment (CDE) Requirement shall be 74,811.0. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contracts, Purchasing & Conference Services		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 2,572,011	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,572,011	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
Thereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER See Attached		T.B.A. NO.		B.R. NO.	

EXHIBIT 6

115

CONTRACTOR'S NAME: CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-3313

Amendment 02

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 97,393	(OPTIONAL USE)0656 13609-6646	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 97,393	ITEM 30.10.020.001 6110-194-0890	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 46,456	(OPTIONAL USE)0656 15136-6646	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 46,456	ITEM 30.10.020.001 6110-194-0890	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED \$ 1,932,844	(OPTIONAL USE)0656 23038-6646			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,932,844	ITEM 30.10.010. 6110-196-0001	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED \$ 159,193	(OPTIONAL USE)0656 23254-6646			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 159,193	ITEM 30.10.020.001 6110-194-0001	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED \$ 336,125	(OPTIONAL USE)0656 25231-6646			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 336,125	ITEM 30.10.010. 6100-196-0001	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

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I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	



CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 13 - 14

Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
Increase (AB 110)/Restoration

DATE: July 01, 2013

CONTRACT NUMBER: CSPP-3313

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 30-6646-00-3

CONTRACTOR'S NAME: CAPISTRANO UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2013 designated as number CSPP-3313, shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$2,210,692.00 and inserting \$2,572,011.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$34.38. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 64,302.0 and inserting 74,811.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 181. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contracts, Purchasing & Conference Services		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 361,319	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 2,210,692	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,572,011	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

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CONTRACTOR'S NAME: CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-3313

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 152	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 97,241	(OPTIONAL USE)0656 13609-6646	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 97,393	ITEM 30.10.020.001 6110-194-0890	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -7,093	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 53,549	(OPTIONAL USE)0656 15136-6646	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 46,456	ITEM 30.10.020.001 6110-194-0890	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 17,851	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 1,914,993	(OPTIONAL USE)0656 23038-6646			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,932,844	ITEM 30.10.010. 6110-196-0001	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 14,284	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 144,909	(OPTIONAL USE)0656 23254-6646			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 159,193	ITEM 30.10.020.001 6110-194-0001	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 336,125	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 25231-6646			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 336,125	ITEM 30.10.010. 6100-196-0001	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

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I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 13 - 14

DATE: July 01, 2013

CONTRACT NUMBER: CSPP-3313

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 30-6646-00-3

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** CAPISTRANO UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>), the CURRENT APPLICATION, and an AGENCY SITE LISTING (ATTACHMENT A) which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2013 through June 30, 2014. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$2,210,692.00.

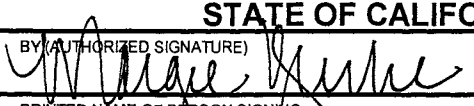
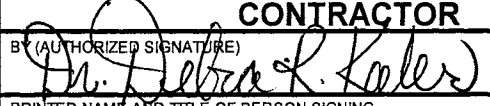
SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 64,302.0

Minimum Days of Operation (MDO) Requirement 181

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE) 	BY (AUTHORIZED SIGNATURE) 		
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager	PRINTED NAME AND TITLE OF PERSON SIGNING Dr. Debra R. Keeler, Director IV		
TITLE Contracts, Purchasing & Conference Services	ADDRESS Capistrano Unified School District 33122 Valle Rd., San Juan Cap., CA 92675		
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,210,692	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	Department of General Services use only JUN 28 2013
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,210,692	ITEM See Attached	CHAPTER	
	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE JUL 18 2013	

CONTRACTOR'S NAME: CAPISTRANO UNIFIED SCHOOL DISTRICT

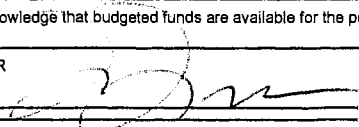
CONTRACT NUMBER: CSPP-3313

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 97,241	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6646	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 97,241	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 53,549	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6646	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 53,549	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,914,993	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-6646			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,914,993	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 144,909	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6646			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 144,909	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. 120 SIGNATURE OF ACCOUNTING OFFICER 	T.B.A. NO.	B.R. NO.
	DATE JUL 18 2013	

Attachment A
California Department of Education,
Child Development Division
Agency Site List
Fiscal Year 2013-2014

Capistrano Unified School District

Orange County

6646

Carl Hankey	27252 Nubles Mission	Viejo 92692
Clarence Lobo Elementary	200 Avenue Vista Montana	San Clemente 92672
Concordia Elementary	3120 Avenue Del Presidente	San Clemente 92672
Crown Valley Preschool	29292b Crown Valley Pkwy	Laguna Niguel 92677
Don Juan Avila Elementary	26278 Wood Canyon Aliso	Viejo 92656
Hidden Hills Elementary	25142 Hidden Hills Road	Laguna Niguel 92677
Kinoshita Elementary	2 Via Positiva	San Juan Capistrano 92675
Las Palmas Elementary School	1101 Calle Puente	San Clemente 92672
Palisades Elementary School	26462 Via Sacramento	Capistrano Beach 92624
RH Dana Elementary School	24242 La Cresta Drive	Dana Point 92629
San Juan Elementary School	31642 El Camino Real	San Juan Capistrano 92675
Viejo Elementary School	26782 Via Grande Mission	Viejo 92692
Wood Canyon Elementary	23431 Knollwood Aliso	Viejo 92656

EXHIBIT A**GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

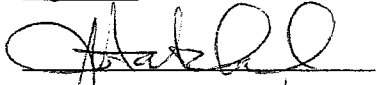
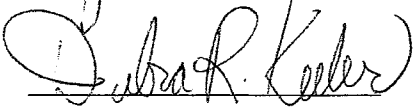
b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

CALIFORNIA UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1314-01

ACCEPTANCE OF 2013-2014 CALIFORNIA STATE FUNDED PRESCHOOL CONTRACT

BE IT RESOLVED that the Capistrano Unified School District Board of Trustees authorizes entering into local agreement number CSPP-3313 with the California Department of Education for the purpose of providing child care and developmental services, and to authorize the designated personnel to sign contract documents for the Fiscal Year 2013-2014.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Julie Hatchel	Assistant Superintendent Education Services	
Debra R. Keeler	Director IV Early Childhood Programs	

PASSED AND ADOPTED this 10th day of July 2013, by the Board of Trustees of the Capistrano Unified School District of Orange County, California.

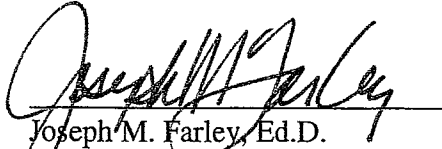
AYES: (6)

NOES (0)

ABSENT (1)

ABSTAIN (0)

I, Joseph M. Farley, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 10th day of July 2013, by a roll call vote.


Joseph M. Farley, Ed.D.
Superintendent
Secretary of the Board of Trustees

SECOND AMENDMENT TO AGREEMENT FCI-SD-04
BY AND BETWEEN
CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY
AND
CAPISTRANO UNIFIED SCHOOL DISTRICT
FOR THE PROVISION OF SERVICES

This **SECOND AMENDMENT TO AGREEMENT** ("Second Amendment") is entered into as of the 3rd day of July, 2013 ("Date of Amendment"), which date is enumerated for the purpose of reference only, by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity ("COMMISSION"), and **CAPISTRANO UNIFIED SCHOOL DISTRICT**, a school district organized and existing under the laws of the State of California ("CONTRACTOR"). The Original Agreement, the First Amendment and this Second Amendment, are and shall continue to be administered by the Executive Director of COMMISSION or his/her authorized designee ("ADMINISTRATOR").

RECITALS

A. The COMMISSION and CONTRACTOR previously entered into that certain Agreement for the Provision of Project Services dated June 1, 2011, under which the COMMISSION awarded funds for the "Project" described in Exhibits A, A-1 and B therein ("Original Agreement").

B. Pursuant to the Original Agreement, COMMISSION awarded to CONTRACTOR funds to further the purposes of and implement COMMISSION's Strategic Plan.

C. On May 4, 2011, COMMISSION awarded \$375,100 to CONTRACTOR (\$175,100 for Early Learning Specialist Services and \$200,000 for School Readiness Nurse Services) for the period July 1, 2011 through June 30, 2012.

D. On June 1, 2011, COMMISSION awarded \$150,000 for additional School Readiness Services for the period July 1, 2011 through June 30, 2012.

E. On March 7, 2012, COMMISSION awarded additional funding not to exceed \$1,050,200 (\$350,200 for Early Learning Specialist Services, \$400,000 for School Readiness Nurse Services and \$300,000 for additional School Readiness Services), for the period July 1, 2012 through June 30, 2014, and entered into a First Amendment to Agreement.

F. On July 3, 2013, COMMISSION awarded additional funding in the amount of \$44,000 for services related to the First 5 California Child Signature Program (CSP) for the period July 1, 2013 through June 30, 2015.

G. COMMISSION hereby awards an additional \$44,000 to CONTRACTOR in order to provide increased or additional Services for the CSP program for the period July 1, 2013 through June 30, 2015, and CONTRACTOR desires to accept the additional funding in order to provide increased or additional services pursuant to the terms and conditions of the Original Agreement, as amended by this Second Amendment. The Original Agreement, the First Amendment and this

Second Amendment, are referred to collectively as the "Agreement."

H. The parties desire by this Second Amendment to extend the Term of the Agreement by twelve (12) months.

I. The parties desire by this Second Amendment to amend and restate COMMISSION's Maximum Payment Obligation.

J. The parties desire by this Second Amendment to amend and restate Exhibit A, Project Summary. This restated Exhibit A shall replace the existing Exhibit A in the Original Agreement. A copy of the restated Exhibit A is attached hereto and incorporated herein by reference.

K. The parties desire by this Second Amendment to amend Exhibit A-1 to add the CSP Work Plan for the period July 1, 2013 through June 30, 2014 (Amended Work Plan). The Amended Work Plan is added to Exhibit A-1 of the Original Agreement. A copy of the Amended Work Plan in Exhibit A-1 for the period July 1, 2013 through June 30, 2014 is attached hereto and incorporated herein by reference.

L. The parties desire by this Second Amendment to amend and restate Exhibit B, Project Budget. This restated Exhibit B shall replace the existing Exhibit B in the Original Agreement. A copy of the restated Exhibit B is attached hereto and incorporated herein by reference.

M. The parties desire by this Second Amendment to amend and restate Attachment 1 to Exhibit B, Staffing Table. This restated Attachment 1 to Exhibit B shall replace the existing Attachment 1 to Exhibit B in the Original Agreement. A copy of the restated Attachment 1 to Exhibit B is attached hereto and incorporated herein by reference.

N. The parties desire by this Second Amendment to amend and restate Attachment 2 to Exhibit B, Direct Project Expenses Table. This restated Attachment 2 to Exhibit B shall replace the existing Attachment 2 to Exhibit B in the Original Agreement. A copy of the restated Attachment 2 to Exhibit B is attached hereto and incorporated herein by reference.

O. The parties desire by this Second Amendment to amend and restate Attachment 3 to Exhibit B, Subcontractor Table. This restated Attachment 3 to Exhibit B shall replace the existing Attachment 3 to Exhibit B in the Original Agreement. A copy of the restated Attachment 3 to Exhibit B is attached hereto and incorporated herein by reference.

P. Capitalized terms in this Second Amendment are as set forth in the Original Agreement, or as specifically defined herein.

Q. The parties desire by this Second Amendment to set forth certain modifications, and clarifications to the terms and conditions of the Original Agreement.

NOW, THEREFORE, based upon the foregoing Recitals, which are hereby a substantive part of this Second Amendment, and in consideration of the covenants contained herein, COMMISSION and CONTRACTOR hereby agree as follows:

1. Term. The Term, as defined in Paragraph 1 of the Original Agreement is extended twelve (12) months. The Term is amended and shall be the period commencing July 1, 2011 and continuing through June 30, 2015.

2. **Maximum Payment Obligation.** Additional funding of \$44,000 is provided by COMMISSION to CONTRACTOR by this Second Amendment for a cumulative total of One Million Six Hundred Nineteen Thousand Three Hundred Dollars (\$1,619,300). Paragraph 16 of the Original Agreement, Maximum Payment Obligation, with respect to CONTRACTOR is hereby amended to read as follows: "The 'Maximum Payment Obligation' of COMMISSION to CONTRACTOR under this Agreement shall be One Million, Six Hundred Nineteen Thousand, Three Hundred Dollars or the actual reasonable cost incurred and paid for performance of the services whichever is *less*," which amount is the sum of (a) the first allocation of \$375,100 on May 4, 2011, (b) the second allocation of \$150,000 on June 1, 2011 for additional School Readiness Services, (c) the third allocation of \$1,050,200 on March 7, 2012, and (d) this fourth allocation of \$44,000 on July 3, 2013 for CSP Services, as specified in the amended and restated Exhibit B to the Second Amendment to Agreement.

3. **Source of Funding.** Subparagraph 16.8 of the Agreement is hereby amended to read as follows:

"16.8. **Source of COMMISSION Funding.** CONTRACTOR knowingly and expressly acknowledges and agrees that the sole source of funding provided and to be provided pursuant to this Agreement is and shall only be from monies allocated, received, and available to COMMISSION from the surcharges, taxes, and revenues collected and allocated to COMMISSION through the provisions of the Act, unless otherwise expressly stated in Exhibit A. To the extent, if at all, any or all provisions of the Act are found invalid, stayed, tolled, or are modified by litigation, subsequent initiative, or legislation, and the funding provided for under this Agreement is affected, then COMMISSION is and shall be relieved of obligations under this Agreement, or this Agreement shall be modified and/or amended to conform to the changes, if any, to the Act, as elected by COMMISSION. If COMMISSION is not allocated and/or does not receive adequate funding for its performance under this Agreement, then COMMISSION shall be relieved of obligations under this Agreement, or this Agreement shall be amended to conform to the changes, if any, in funding allocations or changes, if any, to the Act, as elected by COMMISSION."

4. **Project Summary.** The Amended and Restated Project Summary, Exhibit A, attached hereto and incorporated herein by this reference, is added to the Agreement and shall replace the Exhibit A in the Original Agreement.

5. **Work Plan.** The Amended Work Plan, Exhibit A-1, attached hereto and incorporated herein by reference, is added to the Agreement and sets forth the performance tasks and outcomes to be achieved for the period July 1, 2013 through June 30, 2014.

6. **Project Budget.** The Amended and Restated Project Budget, Exhibit B, attached hereto and incorporated herein by this reference, is added to the Agreement and shall replace Exhibit B in the Original Agreement.

7. **No Other Changes.** Except as amended by this Second Amendment, the terms of the Original Agreement, as previously amended by the First Amendment, shall remain in full force and effect as written and entered into between COMMISSION and CONTRACTOR.

[Signature blocks for Second Amendment start on next page.]

IN WITNESS WHEREOF, the COMMISSION and CONTRACTOR have executed this Second Amendment to Agreement in the County of Orange, State of California.

**CHILDREN AND FAMILIES COMMISSION OF
ORANGE COUNTY**, a public body and legal public
entity

Dated: _____ By: _____
Chair

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF COMMISSION

By: _____
SUSAN NOVAK
Clerk of COMMISSION

Dated: _____

APPROVED AS TO FORM:

WOODRUFF, SPRADLIN & SMART

By: _____
James M. Donich, Commission Counsel

[Signature block for CONTRACTOR on next page.]

[Signature block continued from previous page.]

CAPISTRANO UNIFIED SCHOOL DISTRICT, a
school district, organized and existing under the laws
of the State of California

DATED: _____

By: _____
Dr. Joseph M. Farley, Superintendent

EXHIBIT A

TO CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

PROJECT SUMMARY

Capistrano Unified School District
Agreement # FCI-SD-04
School District Services
Term: July 1, 2011 – June 30, 2015

1. **FUNDING RECIPIENT**

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

District Contacts:

EL Specialist: Carole Browne, Supervisor, 949-234-9219, cbrowne@capousd.org
District School Readiness Nurse: Mary Cope, 949-489-7278, mscope@capousd.org

Work Plan and Data Entry:

Carole Browne, Supervisor, 949-234-9219, cbrowne@capousd.org
Mary Cope, 949-489-7278, mscope@capousd.org

Invoices/Documentation: Carole Browne, Supervisor, 949-234-9219, cbrowne@capousd.org

Designated Level of Data Reporting: **AMM and CLDM**

Signatory: Dr. Joseph M. Farley, Superintendent

2. **BACKGROUND**

The Commission has invested in school readiness since 2000 to provide early care and education opportunities to meet critically important early childhood development needs and maximize potential and success in school; and, since 2004 the Commission has invested in the School Nurse Initiative to provide direct nursing care to ensure healthy and safe school environments, and promote community involvement in children's health services for all Orange County's children through age five (5).

3. **PURPOSE AND SCOPES OF WORK**

CONTRACTOR shall provide component Services described in Exhibit A to achieve the outcomes described in the Work Plan, Exhibit A-1, within the funding limitations of the Project Budget, Exhibit B, and the staffing described in Attachment 1 to Exhibit B. In each component, CONTRACTOR shall:

3.1 EARLY LEARNING SPECIALIST

3.1.1 Provide services through 2.00 Full Time Equivalent (FTE) Early Learning Specialists (ELS) as described in Attachment 1 to Exhibit B (the Staffing Table) to this Agreement.

The Parties agree that for purposes of this Agreement, each FTE position equals a minimum of sixteen hundred eighty (1,680) hours per year.

3.1.2 Identify the needs of families in their communities, work with other Early Learning Specialists throughout the county to identify priority needs of families, and develop strategies to help children enter school ready to learn.

3.1.3 Build relationships to ensure communication with outside agencies providing early care and education, early intervention, health, and family support services to children 0 – 5; with parents of children 0 – 5 not yet participating in their local school district’s activities; and with district early primary teaching staff.

3.1.4 Support implementation of promising practices related to math and language literacy.

3.1.5 Implement early intervention services to address speech and language delays prior to school entry.

3.1.6 Address gaps and increase access to school-based health services as needed and appropriate within the local community.

3.1.7 Provide support for the staffing and operation of Learning Link program(s) as needed and appropriate within the local community.

3.1.8 Provide school readiness information and materials to parents and early education providers through workshops, trainings, and paper or electronic distributions.

3.1.9 Ensure that children with special needs are able to participate in district and community school readiness and early learning programs.

3.1.10 Maintain a protocol for transferring relevant student health and development information between the early care setting and the public school Kindergarten teachers, and capturing pre-school student data into District’s student data collection system.

3.1.11 Participate in topical forums as needed for the purpose of receiving technical assistance, the exchange of information related to best practices, and development of referral resources for future project planning and improvements.

3.1.12 Inform District staff of the COMMISSION’S Early Learning goals and progress.

3.1.13 Strengthen planning linkages, communication, learning and referrals among COMMISSION funded programs, community agencies, and county-wide networks.

3.1.14 Coordinate exchange and distribution of resource information and school readiness materials between the District and local community agencies, COMMISSION, and COMMISSION grantees, to better educate parents regarding available resources that may help them to better prepare their children to enter school healthy and ready to learn.

3.1.15 Coordinate outreach efforts to educate the community regarding best practices for early care, early childhood development issues, available programs and services, district readiness expectations, and Kindergarten Content Standards.

3.1.16 Promote collaboration among and between the kindergarten through grade 12 educational systems and the early care and education community for the purpose of increasing awareness of district expectations, developing a common mechanism for measurement, and supporting the development of optimum transitions from one provider system to the other.

3.1.17 Identify and implement catalytic early learning projects or programs that maximize current funds, improve quality of early care, and promote the sustainability of ongoing early learning programs.

3.1.18 Seek additional funding opportunities for early learning programs.

3.1.19 Participate in the Early Development Index (EDI) at one of the following levels:

3.1.19.1 Planning for future implementation of EDI.

3.1.19.2 Implementing EDI at one or more schools.

3.1.19.3 Incorporating previously collected EDI data and maps into both local and district planning efforts, including plans for continued implementation of EDI.

3.2 DISTRICT SCHOOL READINESS NURSE

3.2.1 Recruit and/or maintain 2.0 Full Time Equivalent (FTE) District School Readiness Nurse positions as identified in Attachment 1 to Exhibit B to this Agreement. The purpose of the District School Readiness Nurses is to expand access to health care for children through age 5 served within district boundaries including special populations, local early care and education providers and children transitioning to religious and private schools. The District School Readiness Nurse shall be knowledgeable in the areas of prevention, early identification and treatment of health problems, disease and disorders; and promoting lifelong health and health practices in children through age 5 and their families within the district boundaries.

3.2.2 Minimum Qualifications: Licensed Registered Nurse with a valid California School Nurse Services Credential or a Licensed Registered Nurse with a Preliminary School Nurse Credential with enrollment in a School Nurse Credential Program, certified in first aid and CPR; knowledgeable of current federal and state laws and regulations regarding the children through age 5 population and health constraints including HIPAA, FERPA, Education Codes, Title 22 regulations, and the Nursing Practice Act.

3.2.3 Use additional funds allocated to each CONTRACTOR for the administrative costs that may be associated with implementing the project, as identified on Exhibit B of this Agreement.

3.2.4 District School Readiness Nurses shall:

3.2.4.1 Regularly assess the needs of families in their communities, meet and work with their district's School Readiness Coordinator and the District Coordinating Nurse on a regular basis; consult with other School Readiness Nurses in local elementary school districts; consult with American Academy of Pediatrics and Public Health Nurses, and offer services to religious and private preschools to identify priority needs of families; and develop strategies to help children enter school healthy and ready to learn.

3.2.4.2 Build relationships to ensure communication with: outside agencies providing health care and early care and education to young children; with parents of young children who have yet to participate in their local school districts, as well as with district early primary teaching staff and relevant project staff.

3.2.4.3 Work within CONTRACTOR's protocols for the implementation of the project.

3.2.4.4 Regularly communicate and document the School Readiness Nurse Expansion project's goals and progress, and participate in training opportunities provided through this Agreement.

3.2.4.5 Participate in monthly business meetings for the School Readiness Nurse Expansion Project scheduled by CONTRACTOR for the purpose of program planning, technical assistance, sharing of best practices, development of referral resources and identification of resource needs and gaps for future project planning and improvements and implementation of strategies identified in this Agreement.

3.2.4.6 Fulfill activities and submit deliverables by the timeline established by COMMISSION, CONTRACTOR, ADMINISTRATOR and CONTRACTOR'S Superintendent.

3.2.4.7 Prior to the 10th of each month, enter the previous month's project milestone progress into COMMISSION's data reporting and collection system, report in AMM and CDOM levels, and utilize the system to report monthly.

3.2.4.8 Complete additional tasks as identified on Exhibit A-1 to this Agreement.

3.2.5 The Parties agree that a minimum of ninety percent (90%) of CONTRACTOR's Maximum Allocation for School Nurse services as described in Attachment 8A to Agenda Item 1 approved at the May 4, 2011 COMMISSION hearing shall be used exclusively for salary and benefits.

3.3 First 5 California Child Signature Program (CSP)

3.3.1 Complete the requirements for the CSP program, including managing staff requirements, completing surveys and forms, arranging and coordinating staff training release time, purchasing materials and participating in leadership meetings.

3.3.2 Complete the documentation requirements for the CSP program.

3.3.2.1 All Readiness Assessment results should have appropriate back-up documentation on-file at the site or administrative offices. This includes, but is not limited to: (a) teacher/teacher aide/director diplomas and transcripts, (b) child and teacher assessment and screening results, (c) copies of forms, policies and procedures, and (d) parent and staff training agendas/sign-in sheets (if applicable).

3.3.2.2 COMMISSION staff and COMMISSION CSP contractors will not collect or retain copies of Readiness Assessment documentation, with the exception of teacher/classroom assessments. It is the sole responsibility of CONTRACTOR's CSP program staff to collect and maintain this information.

3.3.2.3 Both the COMMISSION and First 5 California may conduct site visits and/or audits to review program compliance. CONTRACTOR is required to make all CSP documentation available for these visits.

3.3.2.4 Any staffing or program changes must be immediately reported to ADMINISTRATOR. Staffing or program changes that impact the Readiness Assessment results could result in CSP ineligibility of CONTRACTOR.

3.3.3 Participate in a one-on-one local match.

3.3.3.1 CONTRACTOR's CSP cash match obligation for the period July 1, 2013 through June 30, 2014 shall be \$10,000.

3.3.3.2 CONTRACTOR's CSP cash match obligation for the period July 1, 2014 through June 30, 2015 shall be \$10,000.

3.3.3.3 Report monthly cash match provided through the COMMISSION's online GEMS system.

3.3.3.4 Provide back-up documentation for cash match provided on a quarterly basis to COMMISSION's designated CSP project staff.

3.3.4 Comply with all CSP program requirements as set forth in the CSP Program Reference Guide provided to CONTRACTOR by COMMISSION's designated CSP project staff.

3.3.5 CONTRACTOR acknowledges that CSP program service providers, under contract to the COMMISSION, will be providing CSP related services at CONTRACTOR's schools and in the homes of the parents/children, and that these CSP service providers are required to maintain appropriate liability insurance coverage for all staff as required by their COMMISSION contracts, and will provide documentation of such liability insurance coverage to CONTRACTOR upon request, and that the CSP service providers will ensure that their staff have completed the necessary background check clearances, including fingerprint checks, and provide documentation of such clearances to CONTRACTOR upon request.

3.3.6 CONTRACTOR has two (2) classrooms selected to participate in CSP3:

- State Preschool Capo Crown Valley
- State Preschool Capo San Juan

4. ATTACHMENTS TO EXHIBIT B

- 1 Staffing
- 2 Direct Project Expenses
- 3 Subcontractors List

5. WAIVERS/AMENDMENTS TO AGREEMENT

None.

6. INVOICING/PAYMENT ELECTIONS

As of the Date of Agreement, the Parties mutually agree to the following invoicing/payment elections. Notwithstanding anything to the contrary and provided that any modifications to these elections do not alter the overall goals and basic purpose of the Agreement, and provided these modifications do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR and CONTRACTOR may, in accordance with the authority described in Section 2.2 of this Agreement; make future modifications to the following invoicing/payment elections.

6.1 Initial Payment. The Parties do not anticipate an Initial Payment request as described in Paragraph 16.1 of this Agreement.

6.2 Billing/Payment Interval. The Parties agree that the interval for Billing and/or Payment for this Agreement as described in Paragraph 16.3 is monthly.

6.3 Retention Timing. The Parties agree an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services ("Retention Amount") as described in Paragraph 16.6 shall be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 15 of this Agreement.

7. FUNDING SOURCE AND ADDITIONAL REQUIREMENTS

7.1 The parties acknowledge that funding for this Agreement includes (federal funding, or California Child Signature Program grant funds).

7.2 The records retention period, as previously described in Subparagraphs 5, 5.1 and 18.1.1 of the Agreement, is hereby modified from three (3) years to five (5) years from the date of final disbursement of funds under this Agreement or the completion of any pending audits, whichever is *later*.

EXHIBIT A-1

Early Learning Specialist Work Plan Template

Date of Draft: 4/30/2013
 Commission Lead: Cinda Muckenthaler
 Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/30/2013
 Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/30/2013
 Work plan revised by: Sharon Boles, Ph.D., Evaluation Manager, 9/8/13

Collaborative Name	Project Name	Work Plan Contact Name	Contact's Phone and Email	Contract Number
Capistrano Unified School District	Early Learning Specialist	Carole Browne	949-234-9219 cbrowne@capousd.org	FC-SD-04

Project Abstract (a short description of the project):

Provide early care and education opportunities to meet critically important childhood development needs and maximize potential and success in school.

General GEMS Instructions

- **Monthly service update:** Update ALL services every month whether or not you have provided a service during that month. Enter the number of New Clients, Repeat Clients and Services for each service on your work plan.
- **Update beginning and end date:** For each monthly update, the beginning date is the first day of the month and the end date is the last day of the month; e.g., July 1, 2013 - July 31, 2013.

New Clients: All clients are new starting July 1, 2013.

Monthly Service Counts: Enter aggregate data each month under Monthly Service Counts for children 0-5, parent/guardians and providers. All clients are new starting July 1, 2013; this includes clients who were already in the program prior to July 1. Clients are reported as New in their first month, and are repeated as Repeat in subsequent months.

Multiple services updates in one month: if you are updating a service more than one time in a month, please include a note in the update that this is the second (or third) update and the reason for the multiple updates.

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data	Target #	Start Date	End Date	GEMS Instructions
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language,	***OPTIONAL** HC 2.2.1 Children receive developmental screening using AAP recommended tools (e.g. PEDS, ASQ).	Unit Services completed	Client Type Children 0-5	50 screenings	7/1/13 6/30/14	Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided District Preschool Classes and Learning Link

Exhibit A-1
 Page 1 of 10

EXHIBIT A-1 Early Learning Specialist Work Plan Template

Date of Draft: 4/30/2013
Commission Lead: Cinda Muckenthaler
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/30/2013
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/30/2013
Work plan revised by: Sharon Boles, Ph.D., Evaluation Manager, 9/8/13

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/assessments	psychosocial issues, and other special needs, and receive appropriate services. (C)	(SOW 3.1.6) <u>***OPTIONAL**</u> HC.2.2.10a Parents receive referrals regarding their child's health and developmental concerns (SOW 3.1.6)	Client contact	Parent	50 parents	7/1/13	6/30/14	Clients: # Parents who receive support regarding their child's abnormal developmental screening conducted in HC.2.2.1. Clients are "new" to this service in month where first receive a referral and repeat in subsequent months for referrals for new health concerns. If providing a new referral for a previously identified developmental concern that was counted as a referral in a previous month, do not count. Focus of this service is needs met. Services: Total # of referrals provided for child's developmental concerns Notes: Brief description of services provided Any parent that their child received a follow up

EXHIBIT A-1 Early Learning Specialist Work Plan Template

Date of Draft: 4/30/2013
Commission Lead: Cinda Muckenthaler
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/30/2013
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/30/2013
Work plan revised by: Sharon Boles, Ph.D., Evaluation Manager, 9/8/13

Goal 2. STRONG FAMILIES

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
SF.2 Children are safe and well cared for	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development	SF.2.2.4a Parents participate in parenting education classes on healthy child development (SOW 3.1.8)	Classes	Parent	30 classes	7/1/13	6/30/14	Clients: All clients are new to each class provided each month Services: Count the # of Classes (include classes on Nutrition and Physical Activity here) Notes: Describe classes provided
SF.4 Families have resources to support the management and attainment their child's behavioral health needs	Behavioral Health Services	SF.4.1 Reduce gap between children referred for behavioral health conditions and those getting services.	SF.4.1.2 Providers are educated to increase awareness and identification of behavioral health issues for children 0-5 If you are not yet implementing CSEFEL, mark one as a target placeholder. (SOW 3.1.9)	Client contact	Provider	25 providers	7/1/13	6/30/14	Clients: Clients are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. Services: Total # of providers trained and/or training sessions provided. Notes: Describe services provided SR staff and state and fee

EXHIBIT A-1 Early Learning Specialist Work Plan Template

Date of Draft: 4/30/2013
Commission Lead: Cinda Muckenthaler
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/30/2013
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/30/2013
Work plan revised by: Sharon Boles, Ph.D., Evaluation Manager, 9/8/13

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
EL.1 Children have the developmental skills* to be proficient learners in school	Children being read to by parents/ caregivers	EL.1.1 Increase to 95% the proportion parents who read to their child regularly (3+ times week) (P)	EL.1.1.2.a Parents participate in a program designed to increase the frequency of reading at home (SOW 3.1.4)	Client contact	Parent	250 Parents	7/1/13	6/30/14	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of parents multiplied by the number of sessions each attended) Notes: Describe services provided Learning Link
EL.1 Children have the developmental skills* to be proficient learners in school	Children being read to by parents/ caregivers	EL.1.1 Increase to 95% the proportion parents who read to their child regularly (3+ times week) (P)	EL.1.1.2.b Children participate in a program designed to increase the frequency of reading at home (SOW 3.1.4)	Client contact	Children 0-5	250 children	7/1/13	6/30/14	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of clients multiplied by the number of sessions each attended) Notes: Describe services provided Learning Link
EL.1 Children have the developmental skills* to be proficient learners in school	Children being read to by parents/ caregivers	EL.1.2 Increase to 100% the proportion of families with 10+ of books in the home (C)	EL.1.2.1 Books distributed to children (SOW 3.1.4)	Materials distributed	Children 0-5	3000 books	7/1/13	6/30/14	Clients: N/A Services: # of books distributed in month reporting Notes: Brief description of distribution
EL.1 Children have the developmental skills* to be proficient learners in school	Children being read to by parents/ caregivers	EL.1.2 Increase to 100% the proportion of families with 10+ of books in the home (C)	EL.1.2.2 Collect new and used books for distribution (SOW 3.1.4)	Services completed	Program	3000 books collected	7/1/13	6/30/14	Clients: N/A Services: # of books collected in month reporting Notes: Describe where drive held and how many books collected
EL.1 Children have the developmental skills* to be proficient learners in school	Math Proficiency	EL.1.4. 80% of typically developing	EL.1.4.1 Children participating in early math programs	Client Contact	Children 0-5	75 children	7/1/13	6/30/14	Clients: # of clients new in first month of service, repeat in subsequent months of service.

Exhibit A-1
Page 4 of 10

EXHIBIT A-1 Early Learning Specialist Work Plan Template

Date of Draft: 4/30/2013
Commission Lead: Cinda Muckenthaler
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/30/2013
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/30/2013
Work plan revised by: Sharon Boles, Ph.D., Evaluation Manager, 9/8/13

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
school		children are effective learners in numeracy.	(SOW 3.1.4)						Services: Total number of client contacts (total # of children multiplied by the number of sessions each attended) Notes: Brief description of service provided Learning Link
EL.1 Children have the developmental skills* to be proficient learners in school	Special needs children in early care and education programs*	EL.1.6 Increase the number of children with special needs* who are participating in inclusive early care and education programs.	EL.1.6.3a Parents receive speech and language services (SOW 3.1.5)	Client contact	Parents	75 parents	7/1/13	6/30/14	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of parents multiplied by the number of sessions each attended) Notes: Describe service provided
..1 Children have the developmental skills* to be proficient learners in school	Special needs children in early care and education programs*	EL.1.6 Increase the number of children with special needs* who are participating in inclusive early care and education programs.	EL.1.6.3b Children receive speech and language services (SOW 3.1.5)	Client contact	Children 0-5	75 children	7/1/13	6/30/14	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of clients multiplied by the number of sessions each attended) Notes: Describe service provided Learning Link
EL.1 Children have the developmental skills* to be proficient learners in school	Program Quality	EL.1.7 Increase the number and percentage of early care and education programs that	EL.1.7.1 Providers will conduct classroom assessments using an established tool such as ECERS or	Services completed	Provider	50 Providers	7/1/13	6/30/14	Clients: # of providers who received this service this month (always new, never repeat) Services: same as # of providers Notes: Describe tools used and where.

Exhibit A-1
Page 5 of 10

EXHIBIT A-1 Early Learning Specialist Work Plan Template

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Commission Lead: Cinda Muckenthaler
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/30/2013
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/30/2013
Work plan revised by: Sharon Boles, Ph.D., Evaluation Manager, 9/8/13

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
EL.1 Children have the developmental skills* to be proficient learners in school	Program Quality	EL.1.7 Increase the percentage of early care and education programs that meet nationally recognized quality standards (P)	ELLCO, CLASS, and development improvement plans, when needed, to improve the quality of existing district and/or community ECE programs If you are not currently conducting assessments, mark one as a target placeholder for CARES Plus. (SOW 3.1.15)	Services completed	Provider	100 providers	7/1/13	6/30/14	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: # of providers multiplied by the number of trainings provided Notes: Describe trainings provided and if possible the number of attendees. This service can also be used for trainings attended by this provider
EL.1 Children have the developmental skills* to be proficient learners in school	Early Care and Education Availability	EL.1.8 Increase the number of children receiving quality early care	(SOW 3.1.15) ***OPTIONAL*** EL.1.8.5a Parents participate in a drop-in, family-	Client contact	Parents	1000 parents	7/1/13	6/30/14	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts

Exhibit A-1
Page 6 of 10

EXHIBIT A-1 Early Learning Specialist Work Plan Template

Date of Draft: 4/30/2013
Commission Lead: Cinda Muckenthaler
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/30/2013
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/30/2013
Work plan revised by: Sharon Boles, Ph.D., Evaluation Manager, 9/8/13

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
EL.1 Children have the developmental skills* to be proficient learners in school	Early and Education Availability	and education services so they are better prepared to succeed in school (P)	focused early learning program (i.e., Learning Link) (SOW 3.1.7)	Client contact	Children 0-5	700 children	7/1/13	6/30/14	(total # of clients multiplied by the number of sessions each attended) Notes: Brief description of services provided. In first entry, please describe staffing, hours of operation, number of days open. If information changes, please reflect changes in notes. Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of clients multiplied by the number of sessions each attended) Notes: Brief description of services provided. In first entry, please describe staffing, hours of operation, number of days open. If information changes, please reflect changes in notes.
EL.2 Schools are ready for children when they enter kindergarten	Transition planning	EL.2.1 All schools in Orange County are prepared for incoming Kindergarteners	***OPTIONAL*** EL.2.1.3 Children visit Kindergarten classrooms prior to start of school year (SOW 3.1.16)	Client contact	Children 0-5	1300 children	7/1/13	6/30/14	Clients: # of children visiting classrooms (always new) Services: Same as # of clients Notes: Brief description
EL.2 Schools are ready for children when they enter kindergarten	Transition of records to elementary schools	EL.2.3 100% of children's records are transferred from early care programs to elementary	EL.2.3.1 Children's health and development records are transferred to their elementary school	Services completed	Children 0-5	800 children	7/1/13	6/30/14	Clients: # of children whose records were transferred Services: Same as # of clients Notes: Brief description

Exhibit A-1
Page 7 of 10

EXHIBIT A-1 Early Learning Specialist Work Plan Template

Date of Draft: 4/30/2013
Commission Lead: Cinda Muckenthaler
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/30/2013
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/30/2013
Work plan revised by: Sharon Boles, Ph.D., Evaluation Manager, 9/8/13

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
EL.2 Schools are ready for children when they enter kindergarten	Transition of records to elementary schools	EL.2.4 100% of children are entered into the district data system (C)	prior to entering kindergarten (SOW 3.1.10) EL.2.4.1 Children's records are entered into the computerized district system prior to entering kindergarten	Services completed	Children 0-5	1 activity	7/1/13	6/30/14	Clients: Do not report # of clients (enter zeros) Services: # of activities conducted to transfer student records Notes: Brief description 1300 children in data system
..2 Schools are ready for children when they enter kindergarten	Schools participating in the EDI	EL.2.5 Increase the number of districts that participate in administration of the Early Development Instrument (EDI) to assess children's development at Kindergarten entry	EL.2.6.1 Participate in EDI at one of the following levels: planning for future implementation; implementing EDI; or incorporating EDI data in planning efforts. This is a placeholder for EDI. If not implementing EDI for FY11/12, enter 1 for target and report progress/activities in notes. (SOW 3.1.19)	Services completed	Children 0-5	6 schools	7/1/13	6/30/14	Clients: Report # of children assessed if implementing EDI Services: # of schools pertaining to EDI participation Notes: Brief description of activities

Exhibit A-1
Page 8 of 10

EXHIBIT A-1 Early Learning Specialist Work Plan Template

Date of Draft: 4/30/2013
Commission Lead: Cinda Muckenthaler
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/30/2013
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/30/2013
Work plan revised by: Sharon Boles, Ph.D., Evaluation Manager, 9/8/13

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
EL.3 Parents have the supports that contribute to school success	Parent knowledge of school readiness	EL.3.1 Increase parents' knowledge and involvement in preparing children for school.	EL.3.1.1 Parents receive tools, resources, information and/or training needed to transition their child to school (SOW 3.1.8)	Services completed	Parent	1700 parents	7/1/13	6/30/14	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of clients multiplied by the number contacts each received during the month reported) Notes: Brief description of services provided.

Goal 4. CAPACITY BUILDING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
3.1 Sustainability	Fund development	CB.1.1 Increase funds	CB.1.1.1 Dollar amount raised (SOW 3.1.17)	Dollars	Program	\$10,000	7/1/13	6/30/14	Clients: N/A Services: \$'s received in month reported Notes: Describe fund development efforts. Include brief description of funding source(s) and how \$'s are allocated to the program.
CB.1 sustainability	Fund development	CB.1.1 Increase funds	CB1.1.1a CSP match dollars submitted	Dollars	Program	\$10,000	7/1/13	6/30/14	Clients: N/A Services: \$ expended in month reported Notes: Document and submit eligible match \$. Include brief description of funding source(s) and how \$'s are supporting CSP.
CB.2 Increase access and efficiency, quality and effectiveness	Collaboration and networking	CB.2.2 Improve service delivery through collaboration and networking	CB.2.2.1 Developing partnerships, coordinating and collaborating with other agencies to	Services completed	Program	5 collaborations	7/1/13	6/30/14	Clients: N/A Services: # collaborations developed Notes: Brief description of collaborations and partnerships. Head Start, Help Me Grow, Nurse Family Partnership, Public Health,

Exhibit A-1
Page 9 of 10

EXHIBIT A-1 Early Learning Specialist Work Plan Template

Date of Draft: 4/30/2013
Commission Lead: Cinda Muckenthaler
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/30/2013
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/30/2013
Work plan revised by: Sharon Boles, Ph.D., Evaluation Manager, 9/8/13

Goal 4. CAPACITY BUILDING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
CB.2 Increase access and efficiency, quality and effectiveness	Evaluation	CB.2.3 Develop high-quality program evaluations and reporting	improve service delivery (Describe activities in notes)						Mission Hospital, CARES Plus forum
			(SOW 3.1.13)						
			CB.2.3.4 Children with special needs served	Client contact	Children 0-5	75 children	7/1/13	6/30/14	Clients: # of clients new in first month of service. No need to report after first month of service for each child. Services: Report each child in first month of service only Notes: Brief description Clients: N/A Services: # of plans completed
3.2 Increase access and efficiency, quality and effectiveness	Service planning and access points	CB.2.4 Conduct service planning that improves access and service sustainability	CB.2.4.1 Program will develop a plan that outlines infrastructure, functions and services, and long-term sustainability strategies	Services completed	Program	1 plan	7/1/13	6/30/14	Notes: Describe monthly efforts to achieve goal. When plan completed describe result.
			(SOW 3.1.17 and 3.1.18)						
CB.2 Increase access and efficiency, quality and effectiveness	Professional training and development	CB.2.7 Provide training and administrative support to funded programs to ensure quality and results	CB.2.7.3 Provide trainings to build the capacity of the agency to increase quality services	Client contact	Provider	8 trainings	7/1/13	6/30/14	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number provided during the month reported) Notes: Brief description of services provided. Learning Link Direct Service Provider Forum and staff meeting
			(SOW 3.1.3, 3.1.8, and 3.1.11)						

EXHIBIT B

PROJECT BUDGET

CAPISTRANO UNIFIED SCHOOL DISTRICT	Funds Due 07/01/11 – 6/30/12	Funds Due 07/01/12 – 6/30/13	Funds Due 07/01/13 – 6/30/14	Funds Due 07/01/14 – 6/30/15
Staffing	\$454,740.23	\$453,277.00	\$464,277.00	\$11,000.00
Direct Project Expenses	\$5,498.53	\$8,828.00	\$19,828.00	\$11,000.00
Indirect/Administrative	\$17,981.24	\$20,995.00	\$20,995.00	\$0.00
Subcontract(s)	\$46,880.00	\$42,000.00	\$42,000.00	\$0.00
TOTAL FUNDS DUE	\$525,100.00	\$525,100.00	\$547,100.00	\$22,000.00

MAXIMUM PAYMENT OBLIGATION: \$1,619,300

Attachment 1 to Exhibit B

STAFFING TABLE

	7/1/11 - 6/30/12	7/1/12 - 6/30/13	7/1/13 - 6/30/14	7/1/14 - 6/30/15
	FTE	FTE	FTE	FTE
	Salary & Benefits	Salary & Benefits	Salary & Benefits	Salary & Benefits
Position Title: Early Learning Specialist (Supervisor IV)-ELS				
	.13 FTE	.13 FTE	.13 FTE	N/A FTE
	\$11,470.00	\$13,186.00	\$13,186.00	\$0

Minimum Qualifications: Education equivalent to the completion of a Bachelor's Degree or higher in Child Development or a closely related field. License and experience requirements are a valid CA Children's Center Director's Permit and a valid CA Driver's License.

Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.

Position Title: Preschool Resource Teacher-ELS and Additional \$	2.8 FTE	1.6875 FTE	1.6875 FTE	N/A FTE
	\$169,599.00	\$95,785.00	\$95,785.00	\$0

Minimum Qualifications: Experience and education as required for the CA Child Development Teacher Permit; pass a District proficiency test in English usage, language arts and math or have passed CBEST, or completed two years of college.

Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.

Position Title: Nurse (District-wide Nurse) SRN	1.0 FTE	1.0 FTE	1.0 FTE	N/A FTE
	\$88,670.00	\$90,588.00	\$90,588.00	\$0

Minimum Qualifications: Licensed Registered Nurse with a valid California School Nurse credential or a Licensed Registered Nurse with a Preliminary School Nurse Credential with enrollment in a School Nurse Credential Program, certified in first aid and CPR; Knowledge of current federal and state laws and regulations regarding the children through 5 population and health constraints including HIPAA, FERPA, Education Codes, Title 22 regulations and the Nursing Practice Act..

Job Duties: Provide services as described in subparagraphs 3.2 of Exhibit A to this Agreement.

Attachment 1 to Exhibit B

Position Title: Nursing Specialist - SRN

1.26 FTE	1.0 FTE	1.0 FTE	N/A FTE
\$103,280.23	\$89,412.00	\$89,412.00	\$0

Minimum Qualifications: Current valid California State license as a Registered Nurse. Knowledge of current federal and state laws and regulations regarding the children through 5 population and health constraints including HIPAA, FERPA, Education Codes, Title 22 regulations and the Nursing Practice Act.

Job Duties: Provide services as described in subparagraph 3.2 of Exhibit A to this Agreement.

Position Title: Nursing Specialist – Additional EL \$

.49 FTE	.375 FTE	.375 FTE	N/A FTE
\$32,812.00	\$31,350.00	\$31,350.00	\$0

Minimum Qualifications: Current valid California State license as a Registered Nurse. Knowledge of current federal and state laws and regulations regarding the children through 5 population and health constraints including HIPAA, FERPA, Education Codes, Title 22 regulations and the Nursing Practice Act.

Job Duties: Provide services as described in subparagraph 3.2. of Exhibit A to this Agreement.

Position Title: Bilingual Comm Srvc Liaison - ELS

.66 FTE	2.1250 FTE	2.1250 FTE	N/A FTE
\$24,957.00	\$114,535.00	\$114,535.00	\$0

Minimum Qualifications:.. Equivalent to the completion of twelfth grade, bilingual in Spanish/English, and experience in working with families of children birth to five.

Job Duties: Provide services as described in subparagraph 3.2 of Exhibit A to this Agreement.

Position Title: Bilingual Clerk - ELS

.67 FTE	0.75 FTE	.75 FTE	N/A FTE
\$23,952.00	\$18,421.00	\$18,421.00	\$0

Minimum Qualifications: Knowledge of modern office methods, practices and procedure, correct English and Spanish usages both oral and written and standard office machines including computer ability to perform a variety of clerical work; type or keyboard at a new corrected speed of 40 wpm; education equivalent to the completion of twelfth grade.

Job Duties: Provide services as described in subparagraphs 3.1 and 3.2 of Exhibit A to this Agreement.

Attachment 1 to Exhibit B
Page 2 of 4

Children and Families Commission of Orange County
Capistrano Unified School District FCI-SD-01 2nd Amendment

Attachment 1 to Exhibit B

Position Title: Teacher (extra hours- release time)	N/A FTE \$0	N/A FTE \$0	N/A FTE \$2,750	N/A FTE \$2,750
Minimum Qualifications: (Include education, licenses, and experience as applicable) Any combination equivalent to: As required for the California Child Development Teacher Permit. Job Duties: Provide services as described in subparagraphs 3.4 of Exhibit A to this Agreement.				
Position Title: Teacher (extra hours- (substitutes))	N/A FTE \$0	N/A FTE \$0	N/A FTE \$2,750	N/A FTE \$2,750
Minimum Qualifications: (Include education, licenses, and experience as applicable) Any combination equivalent to: As required for the California Child Development Teacher Permit. Job Duties: Provide services as described in subparagraphs 3.4 of Exhibit A to this Agreement.				
Position Title: Instructional Aide (extra hours- release time)	N/A FTE \$0	N/A FTE \$0	N/A FTE \$2,750	N/A FTE \$2,750
Minimum Qualifications: (Include education, licenses, and experience as applicable) Any combination equivalent to: Completion of the twelfth grade; and some experience with school age children. Job Duties: Provide services as described in subparagraphs 3.4 of Exhibit A to this Agreement.				
Position Title: Instructional Aide (substitutes)	N/A FTE \$0	N/A FTE \$0	N/A FTE \$2,750	N/A FTE \$2,750
Minimum Qualifications: (Include education, licenses, and experience as applicable) Any combination equivalent to: Completion of the twelfth grade; and some experience with school age children. Job Duties: Provide services as described in subparagraphs 3.4 of Exhibit A to this Agreement.				

Attachment 1 to Exhibit B

Summary Table of Staffing Costs

07/01/11 – 06/30/12	07/01/12 – 06/30/13	07/01/13 – 06/30/14	07/01/14 – 06/30/15	4 Year TOTAL
\$454,740.23	\$453,277.00	\$464,277.00	\$11,000.00	\$1,383,294.23

Attachment 1 to Exhibit B
Page 4 of 4

Children and Families Commission of Orange County
Capistrano Unified School District FCI-SD-01 2nd Amendment

DIRECT PROJECT EXPENSES TABLE

FY 11/12 Expense Type	Amount	Program: SNE/EL	1-2 sentence narrative description of expenses.
Category-Mileage	\$1,000.00	EL	Annual cost for multiple staff to attend parent meetings, screenings, provide classroom support and collaborative meetings.
Category-Mileage	\$726.76	SRN	Annual cost for multiple staff to attend parent meetings, screenings, provide classroom support and collaborative meetings.
Category-Materials/Supplies	\$3,089.00	EL	Annual cost for classroom supplies and parent education materials.
Category-Materials/Supplies	\$266.00	SR	Annual cost for classroom supplies and parent education materials.
Category-Materials/Supplies	\$416.77	SRN	Annual cost for nursing supplies for screenings, parent education and child education.
FY 11/12 Total	\$5,498.53		

FY 12/13 Expense Type	Amount	Program: SNE/EL	1-2 sentence narrative description of expenses.
Category-Mileage	\$800.00	EL	Annual cost for multiple staff to attend parent meetings, screenings, provide classroom support and collaborative meetings.
Category-Mileage	\$600.00	SRN	Annual cost for multiple staff to attend parent meetings, screenings, provide classroom support and collaborative meetings.
Category-Materials/Supplies	\$7,328.00	EL	Annual cost for classroom supplies and parent education materials.
Category-Materials/Supplies	\$0.00	SR	Annual cost for classroom supplies and parent education materials.
Category-Materials/Supplies	\$100.00	SRN	Annual cost for nursing supplies for screenings, parent education and child education.
FY 12/13 Total	\$8,828.00		

Attachment 2 to Exhibit B

FY 13/14 Expense Type	Amount	Program: SNE/EL	1-2 sentence narrative description of expenses.
Category-Mileage	\$800.00	EL	Annual cost for multiple staff to attend parent meetings, screenings, provide classroom support and collaborative meetings.
Category-Mileage	\$600.00	SRN	Annual cost for multiple staff to attend parent meetings, screenings, provide classroom support and collaborative meetings.
Category-Mileage	\$1,000.00	CSP	Annual cost for mileage for CSP staff.
Category- Materials/Supplies	\$7,328.00	EL	Annual cost for classroom supplies and parent education materials.
Category- Materials/Supplies	\$0.00	SR	Annual cost for classroom supplies and parent education materials.
Category- Materials/Supplies	\$100.00	SRN	Annual cost for nursing supplies for screenings, parent education and child education.
Category- Materials/Supplies	\$10,000.00	CSP	Annual cost for supplies for CSP classrooms.
FY 13/14 Total	\$19,828.00		

FY 14/15 Expense Type	Amount	Program: SNE/EL	1-2 sentence narrative description of expenses.
Category-Mileage	\$1,000.00	CSP	Annual cost for mileage for CSP staff.
Category-Supplies	\$10,000.00	CSP	Annual cost for supplies for CSP classrooms.
FY 14/15 Total	\$11,000.00		

SUBCONTRACTOR TABLE

Subcontractor Name and Phone Number	7/1/11- 6/30/12	7/1/12 - 6/30/13	7/1/13 - 6/30/14	7/1/14 - 6/30/15	1-2 sentence description of services sub-contracted. This table is for services outsourced to a third Party.
Christine Stein	\$42,560.00	\$42,000.00	\$42,000.00	\$0.00	Christine will provide Bilingual Speech and Language Pathologist services at San Juan and Las Palms Learning Link Programs.
Irma Garcia, MSW	\$4,320.00	\$0.00	\$0.00	\$0.00	Irma will provide a women's counseling support group at San Juan Learning Link.
Total Subcontractor Expenses	\$46,880.00	\$42,000.00	\$42,000.00	\$0.00	



March 15, 2012

Dr. Joseph M. Farley, Superintendent
Capistrano Unified School District
33122 Valle Rd.
San Juan Capistrano, CA 92675

SUBJECT: Funding Partnerships for Fiscal Year 2012-14
Early Learning Specialist, School Readiness Nurse, and School Readiness Programs
Amendment to Agreement Number: FCI-SD-04

Dear Superintendent Farley:

Congratulations, the Children and Families Commission of Orange County has approved a two-year funding renewal for your current agreement and funding for Early Learning, School Readiness Nurse, and School Readiness Program services.

As part of the Commission actions, annual amounts not to exceed \$175,100 for 2.00 FTE Early Learning Specialists, \$200,000 for 2.00 FTE School Readiness Nurses, and \$150,000 for School Readiness Programs was allocated to support your district's early learning services to Orange County's children through age five. The term of this amendment is July 1, 2012 through June 30, 2014.

Commission staff will work with your district to review current contract performance and refine the project scope for these services for the new term. Within the next two weeks, Cinda Muckenthaler and Jennifer Burrell will contact your district representatives to review the process for developing the amendment to your current agreement, including a new work plan for the new term.

We want to express our appreciation for all your hard work and commitment to improve the outcomes for Orange County's youngest children.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael M. Ruane".

Michael M. Ruane
Executive Director

cc: Kelly Pijl
Nicole Preciado
Cinda Muckenthaler
Jennifer Burrell
Carole Browne CUSD
Debbie Keeler CUSD

17320 Redhill Avenue, Suite 200 • Irvine, California • 92614
714-834-5310 • FAX 949-474-2243

FIRST AMENDMENT TO AGREEMENT FCI-SD-04

BY AND BETWEEN

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

AND

CAPISTRANO UNIFIED SCHOOL DISTRICT

FOR THE PROVISION OF SERVICES

This **FIRST AMENDMENT TO AGREEMENT** ("First Amendment") is entered into as of the 7th day of March, 2012 ("Date of Amendment"), which date is enumerated for the purpose of reference only, by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity ("COMMISSION") and **CAPISTRANO UNIFIED SCHOOL DISTRICT**, a school district organized and existing under the laws of the State of California ("CONTRACTOR"). The Original Agreement and this First Amendment are and shall continue to be administered by the Executive Director of COMMISSION or his/her authorized designee ("ADMINISTRATOR").

RECITALS

A. The COMMISSION and CONTRACTOR previously entered into that certain Agreement for the Provision of Project Services dated June 1, 2011, under which the COMMISSION granted funds for the "Project" described in Exhibits A, A-1 and B therein ("Original Agreement").

B. Pursuant to the Original Agreement, COMMISSION granted to CONTRACTOR funds to further the purposes of and implement COMMISSION's Strategic Plan.

C. On May 4, 2011, COMMISSION awarded \$375,100 to CONTRACTOR (\$175,100 for Early Learning Specialist Services and \$200,000 for School Readiness Nurse Services) for the period July 1, 2011 through June 30, 2012.

D. On June 1, 2011, COMMISSION awarded \$150,000 for additional School Readiness Services for the period July 1, 2011 through June 30, 2012.

E. On March 7, 2012, COMMISSION authorized additional funding of \$1,050,200 for the period July 1, 2012 through June 30, 2014 (\$350,200 for Early Learning Specialist Services, \$400,000 for School Readiness Nurse Services and \$300,000 for additional School Readiness Services).

F. COMMISSION hereby awards an additional \$1,050,200 in order to provide increased or additional Services to CONTRACTOR and CONTRACTOR desires to accept the additional funding in order to provide increased or additional services pursuant to the terms and conditions of the Original Agreement, as amended by this First Amendment. The Original Agreement and this First Amendment are referred to collectively as the "Agreement."

G. The parties desire by this First Amendment to extend the Term of the Agreement by twenty four (24) months.

H. The parties desire by this First Amendment to amend and restate COMMISSION's Maximum Payment Obligation.

I. The Project Summary, Exhibit A, of the Original Agreement sets forth parameters, tasks, and scope of services to be provided by CONTRACTOR, as provided by this First Amendment to the Original Agreement, and is herein amended to reflect the milestones identified in the Amended Work Plan.

J. The parties desire by this First Amendment to amend Exhibit A-1 to add the Work Plan for the period July 1, 2012 through June 30, 2013 (Amended Work Plan). The Amended Work Plan is added to Exhibit A-1 of the Original Agreement. A copy of the Amended Work Plan in Exhibit A-1 for the period July 1, 2012 through June 30, 2013 is attached hereto and incorporated herein by reference.

K. The parties desire by this First Amendment to amend and restate Exhibit B, Project Budget. This restated Exhibit B shall replace the existing Exhibit B in the Original Agreement. A copy of the restated Exhibit B is attached hereto and incorporated herein by reference.

L. The parties desire by this First Amendment to amend and restate Attachment 1 to Exhibit B, Staffing Table. This restated Attachment 1 to Exhibit B shall replace the existing Attachment 1 to Exhibit B in the Original Agreement. A copy of the restated Attachment 1 to Exhibit B is attached hereto and incorporated herein by reference.

M. The parties desire by this First Amendment to amend and restate Attachment 2 to Exhibit B, Direct Project Expenses Table. This restated Attachment 2 to Exhibit B shall replace the existing Attachment 2 to Exhibit B in the Original Agreement. A copy of the restated Attachment 2 to Exhibit B is attached hereto and incorporated herein by reference.

N. The parties desire by this First Amendment to amend and restate Attachment 3 to Exhibit B, Subcontractor Table. This restated Attachment 3 to Exhibit B shall replace the existing Attachment 3 to Exhibit B in the Original Agreement. A copy of the restated Attachment 3 to Exhibit B is attached hereto and incorporated herein by reference.

O. Capitalized terms in this First Amendment are as set forth in the Original Agreement, or as specifically defined herein.

P. The parties desire by this First Amendment to set forth certain modifications, and clarifications to the terms and conditions of the Original Agreement.

NOW, THEREFORE, based upon the foregoing Recitals, which are hereby a substantive part of this First Amendment, and in consideration of the covenants contained herein, COMMISSION and CONTRACTOR hereby agree as follows:

1. **Term.** The Term, as defined in Paragraph 1 of the Original Agreement, is extended twenty four (24) months. The Term is amended and shall be the period commencing July 1, 2011 and continuing through June 30, 2014.

2. **Maximum Payment Obligation.** Additional funding of \$1,050,200 is provided by COMMISSION to CONTRACTOR by this First Amendment for a cumulative total of One Million Five Hundred Seventy Five Thousand Three Hundred Dollars (\$1,575,300). Paragraph

16 of the Original Agreement, Maximum Payment Obligation, with respect to CONTRACTOR is hereby amended to read as follows: "The 'Maximum Payment Obligation' of COMMISSION to CONTRACTOR under this Agreement shall be One Million Five Hundred Seventy Five Thousand Three Hundred Dollars or the actual reasonable cost incurred and paid for performance of the services whichever is *less*", which amount is the sum of (a) the first allocation of \$375,100 on May 4, 2011, (b) the second allocation of \$150,000 on June 1, 2011 for additional School Readiness Services, and (c) this third allocation of \$1,050,200 on March 7, 2012, as specified in the amended and restated Exhibit B to First Amendment to Agreement attached hereto as Exhibit B and fully incorporated herein by this reference.

3. **Work Plan.** The Amended Work Plan, Exhibit A-1, attached hereto and incorporated herein by reference, is added to the Agreement and sets forth the performance tasks and outcomes to be achieved for the period July 1, 2012 through June 30, 2013.

4. **No Other Changes.** Except as amended by this First Amendment, the terms of the Original Agreement shall remain in full force and effect as written and entered into between COMMISSION and CONTRACTOR.

[Signature blocks for First Amendment start on next page.]

IN WITNESS WHEREOF, the COMMISSION and CONTRACTOR have executed this First Amendment to Agreement in the County of Orange, State of California.

CHILDREN AND FAMILIES COMMISSION OF
ORANGE COUNTY, a public body and legal public
entity

Dated: 3/14/13 By: Samuel Barry
Chair

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF COMMISSION

By: Rolm Steller for
SUSAN NOVAK
Clerk of COMMISSION

Dated: 3/14/13

APPROVED AS TO FORM:

WOODRUFF, SPRADLIN & SMART

By: James M. Donich
James M. Donich, Commission Counsel

[Signature block for CONTRACTOR on next page.]

[Signature block continued from previous page.]

CAPISTRANO UNIFIED SCHOOL DISTRICT, a
school district, organized and existing under the laws
of the State of California

DATED: 3/5/13

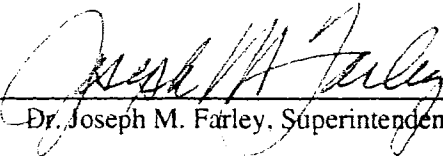
By: 
Dr. Joseph M. Farley, Superintendent

EXHIBIT A-1

Early Learning Specialist Work Plan Template

Date of Draft: 3/8/2012
 Commission Lead: Cinda Muckenthaler
 Work plan template approved by: Petee Tobias Trout, Evaluation Manager, 3/8/2012
 Work plan approved by: Petee Tobias Trout, Evaluation Manager, 6/6/2012

Organization / Collaborative Name	Project Name	Work Plan Contact Name	Contact's Phone and Email	Contract Number
Capistrano Unified School District	Early Learning Specialist	Carole Browne	949-234-9219 cbrowne@capousd.org	FC-SD-04

Project Abstract (a short description of the project):

Provide early care and education opportunities to meet critically important childhood development needs and maximize potential and success in school.

General GEMS Instructions

- **Monthly service update:** Update ALL services every month whether or not you have provided a service during that month. Enter the number of New Clients, Repeat Clients and Services for each service on your work plan. EXCEPTION for July and August, if your program is closed AND you have provided NO services, you may provide a 2 month update indicating that your program was closed during that period.
- **Update beginning and end date:** For each monthly update, the beginning date is the first day of the month and the end date is the last day of the month; e.g., July 1, 2012 - July 31, 2012.

New Clients: All clients are new starting July 1, 2012.

Monthly Service Counts: Enter aggregate data each month under Monthly Service Counts for children 0-5, parent/guardians and providers. All clients are new starting July 1, 2012; this includes clients who were already in the program prior to July 1. Clients are reported as New in their first month, and are repeated as Repeat in subsequent months.

Multiple services updates in one month: if you are updating a service more than one time in a month, please include a note in the update that this is the second (or third) update and the reason for the multiple updates.

al 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
HC2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and	***OPTIONAL*** + HC 2.2.1 Children receive developmental screening using AAP recommended tools (e.g. PEDS, ASQ).	Services completed	Children 0-5	75 screening sessions	7/1/12	6/30/13	Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided District Preschool Classes and Learning Link

Exhibit A-1
 Page 1 of 10

Early Learning Specialist Work Plan Template

Date of Draft: 3/8/2012
 Commission Lead: Cinda Muckenthaler
 Work plan template approved by: Perlee Tobias Trout, Evaluation Manager, 3/8/2012
 Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 6/6/2012

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service (SOW 3.1.6)	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral linkage to services as appropriate	Developmental screenings/assessments	language, psychosocial issues, and other special needs, and receive appropriate services. (C) HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	***OPTIONAL*** HC.2.2.10a Parents receive referrals regarding their child's health and developmental concerns (SOW 3.1.6)	Client contact	Parent	75 parents	7/1/12	6/30/13	Clients: # Parents who receive support regarding their child's abnormal developmental screening conducted in HC.2.2.1. Clients are "new" to this service in month where first receive a referral and repeat in subsequent months for referrals for new health concerns. If providing a new referral for a previously identified developmental concern that was counted as a referral in a previous month, do not count. Focus of this service is needs met. Services: Total # of referrals provided for child's developmental concerns Notes: Brief description of services provided Any parent that their child received a follow up

EXHIBIT A-1 Early Learning Specialist Work Plan Template

Date of Draft: 3/8/2012
 Commission Lead: Cinda Muckenbaler
 Work plan template approved by: Perlee Tobias Trout, Evaluation Manager, 3/8/2012
 Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 6/6/2012

Goal 2. STRONG FAMILIES

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
SF.2 Children are safe and well cared for	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development	SF.2.2.4a Parents participate in parenting education classes on healthy child development (SOW 3.1.8)	Classes	Parent	30 classes	7/1/12	6/30/13	Clients: All clients are new to each class provided each month Services: Count the # of Classes (include classes on Nutrition and Physical Activity here) Notes: Describe classes provided
SF.2 Children are safe and well cared for	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development	***OPTIONAL**** SF.2.2.5 Children receive health education classes (SOW 3.1.6)	Classes	Children 0-5	75 classes	7/1/12	6/30/13	Clients: Clients are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. Services: Count the # of classes (include classes on Nutrition and Physical Activity here). Notes: Describe classes provided
↓ Families have resources to support the management and treatment of their child's behavioral health needs	Behavioral Health Services	SF.4.1 Reduce gap between children referred for behavioral health conditions and those getting services.	SF.4.1.2 Providers are educated to increase awareness and identification of behavioral health issues for children 0-5	Client contact	Provider	14 providers	7/1/12	6/30/13	Notes: Describe classes provided Learning Link and State Preschool Clients: Clients are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. Services: Total # of providers trained and/or training sessions provided.
			If you are not yet implementing CSEFEL, mark one as a target placeholder. (SOW 3.1.9)						Notes: Describe services provided SR staff meeting

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Early Learning Specialist Work Plan Template

Date of Draft: 3/8/2012
 Commission Lead: Cinda Muckenbarger
 Work plan template approved by: Perlee Tobias Trout, Evaluation Manager, 3/8/2012
 Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 6/6/2012

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
EL.1 Children have the developmental skills* to be proficient learners in school	Children being read to by parents/caregivers	EL.1.1 Increase to 95% the proportion of parents who read to their child regularly (3+ times week) (P)	EL.1.1.2.a Parents participate in a program designed to increase the frequency of reading at home (SOW 3.1.4)	Client contact	Parent	350 parents	7/1/12	6/30/13	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of parents multiplied by the number of sessions each attended) Notes: Describe services provided Learning Link
									Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of clients multiplied by the number of sessions each attended) Notes: Describe services provided Learning Link
									Clients: N/A Services: # of books distributed in month reporting Notes: Brief description of distribution
EL.1 Children have the developmental skills* to be proficient learners in school	Children being read to by parents/caregivers	EL.1.2 Increase to 100% the proportion of families with 10+ of books in the home (C)	EL.1.2.1 Books distributed to children (SOW 3.1.4)	Materials distributed	Children 0-5	3000 books	7/1/12	6/30/13	Clients: N/A Services: # of books collected in month reporting Notes: Describe where drive held and how many books collected
									Clients: N/A Services: # of books collected in month reporting Notes: Describe where drive held and how many books collected
									Clients: N/A Services: # of books collected in month reporting Notes: Describe where drive held and how many books collected
EL.1 Children have the developmental skills* to be proficient learners in school	Math Proficiency	EL.1.4. 80% of typically developing	EL.1.4.1 Children participating in early math programs (SOW 3.1.4)	Client Contact	Children 0-5	75 children	7/1/12	6/30/13	Clients: # of clients new in first month of service, repeat in subsequent months of service.
									Clients: # of clients new in first month of service, repeat in subsequent months of service.
									Clients: # of clients new in first month of service, repeat in subsequent months of service.

Exhibit A-1
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EXHIBIT A-1 Early Learning Specialist Work Plan Template

Date of Draft: 3/8/2012
Commission Lead: Cinda Muckenbaker
Work plan template approved by: Perlee Tobias Trout, Evaluation Manager, 3/8/2012
Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 6/6/2012

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
EL.1 Children have the developmental skills* to be proficient learners in school	Special needs children in early care and education programs*	EL.1.6 Increase the number of children with special needs* who are participating in inclusive early care and education programs.	EL.1.6.3a Parents receive speech and language services (SOW 3.1.4)	Client contact	Parents	75 parents	7/1/12	6/30/13	Services: Total number of client contacts (total # of children multiplied by the number of sessions each attended) Notes: Brief description of service provided Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of parents multiplied by the number of sessions each attended) Notes: Describe service provided
EL.1 Children have the developmental skills* to be proficient learners in school	Special needs children in early care and education programs*	EL.1.6 Increase the number of children with special needs* who are participating in inclusive early care and education programs.	EL.1.6.3b Children receive speech and language services (SOW 3.1.5)	Client contact	Children 0-5	75 children	7/1/12	6/30/13	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of clients multiplied by the number of sessions each attended) Notes: Describe service provided Learning Link
EL.1 Children have the developmental skills* to be proficient learners in school	Program Quality	EL.1.7 Increase the percentage of early care and education programs that meet nationally	EL.1.7.1 Providers will conduct classroom assessments using an established tool such as ECERS or ELLCO; CLASS,	Services completed	Provider	50 providers	7/1/12	6/30/13	Clients: # of providers who received this service this month (always new, never repeat) Services: same as # of providers Notes: Describe tools used and where.

Exhibit A-1
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Early Learning Specialist Work Plan Template

Date of Draft: 3/8/2012
 Commission Lead: Cinda Muckenthaler
 Work plan template approved by: Perlee Tobias Trout, Evaluation Manager, 3/8/2012
 Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 6/6/2012

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
and develop improvement plans, when needed, to improve the quality of existing district and/or community ECE programs If you are not currently conducting assessments, mark one as a target placeholder for CARES Plus.									
EL.1 Children have the developmental skills* to be proficient learners in school	Program Quality	EL.1.7 Increase the number and percentage of early care and education programs that meet nationally recognized quality standards (P)	(SOW 3.1.15) EL.1.7.2 Providers are given resources and early intervention strategies for appropriate early care and education practices (SOW 3.1.15) **OPTIONAL*** EL.1.8.5a Parents participate in a drop-in, family-focused early	Services completed	Provider	100 providers	7/1/12	6/30/13	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: # of providers multiplied by the number of trainings provided Notes: Describe trainings provided and if possible the number of attendees. This service can also be used for trainings attended by this provider
EL.1 Children have the developmental skills* to be proficient learners in school	Early Care and Education Availability	EL.1.8 Increase the number of children receiving quality early care and education	EL.1.8.5a Parents participate in a drop-in, family-focused early	Client contact	Parents	1000 parents	7/1/12	6/30/13	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of clients multiplied by the number of

Exhibit A-1
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EXHIBIT A-1 Early Learning Specialist Work Plan Template

Date of Draft: 3/8/2012
Commission Lead: Cinda Muckenthaler
Work plan template approved by: Perlee Tobias Trout, Evaluation Manager, 3/8/2012
Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 6/6/2012

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
EL.1 Children have the developmental skills* to be efficient learners in school	Early Care and Education Availability	EL.1.8 Increase the number of children receiving quality early care and education services so they are better prepared to succeed in school (P)	***OPTIONAL*** EL.1.8.5b Children participate in a family-focused early learning program (i.e., Learning Link) (SOW 3.1.7)	Client contact	Children 0-5	700 children	7/1/12	6/30/13	sessions each attended) Notes: Brief description of services provided. In first entry, please describe staffing, hours of operation, number of days open. If information changes, please reflect changes in notes. Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of clients multiplied by the number of sessions each attended) Notes: Brief description of services provided. In first entry, please describe staffing, hours of operation, number of days open. If information changes, please reflect changes in notes.
2 Schools are ready for children when they enter kindergarten	Transition planning	EL.2.1 All schools in Orange County are prepared for incoming Kindergarten	***OPTIONAL*** EL.2.1.3 Children visit Kindergarten classrooms prior to start of school year (SOW 3.1.16)	Client contact	Children 0-5	1300 children	7/1/12	6/30/13	Clients: # of children visiting classrooms (always new) Services: Same as # of clients Notes: Brief description
EL.2 Schools are ready for children when they enter kindergarten	Transition of records to elementary schools	EL.2.3 100% of children's records are transferred from early care programs to elementary schools (C)	EL.2.3.1 Children's health and development records are transferred to their elementary school prior to entering	Services completed	Children 0-5	800 children	7/1/12	6/30/13	Clients: # of children whose records were transferred Services: Same as # of clients Notes: Brief description

Exhibit A-1
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Early Learning Specialist Work Plan Template

Date of Draft: 3/8/2012
 Commission Lead: Cinda Muckenthaler
 Work plan template approved by: Perlee Tobias Trout, Evaluation Manager, 3/8/2012
 Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 6/6/2012

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service kindergarten (SOW 3.1.10)	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
EL.2 Schools are ready for children when they enter kindergarten	Transition of records to elementary schools	EL.2.4 100% of children are entered into the district data system (C)	EL.2.4.1 Children's records are entered into the computerized district system prior to entering kindergarten (SOW 3.1.10)	Services completed	Children 0-5	1 activity	7/1/12	6/30/13	Clients: Do not report # of clients (enter zeros) Services: # of activities conducted to transfer student records Notes: Brief description 1300 children in data system
2 Schools are ready for children when they enter kindergarten	Schools participating in the EDI	EL.2.5 Increase the number of districts that participate in administration of the Early Development Instrument (EDI) to assess children's development at Kindergarten entry	EL.2.6.1 Participate in EDI at one of the following levels: planning for future implementation; implementing EDI; or incorporating EDI data in planning efforts. This is a placeholder for EDI. If not implementing EDI for FY11/12, enter 1 for target and report progress/activities in notes. (SOW 3.1.19)	Services completed	Children 0-5	1 school	7/1/12	6/30/13	Clients: Report # of children assessed if implementing EDI Services: # of schools pertaining to EDI participation Notes: Brief description of activities
EL.3 Parents have the	Parent	EL.3.1 Increase	EL.3.1.1 Parents (SOW 3.1.19)	Services	Parent	1300	7/1/12	6/30/13	Clients: # of clients new in first month of

Exhibit A-1
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EXHIBIT A-1 Early Learning Specialist Work Plan Template

Date of Draft: 3/8/2012
Commission Lead: Cinda Muckenthaler
Work plan template approved by: Perlee Tobias Trout, Evaluation Manager, 3/8/2012
Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 6/6/2012

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
supports that contribute to children's readiness for school success	knowledge of school readiness	parents' knowledge and involvement in preparing children for school.	receive resources, information and/or training needed to transition their child to school (SOW 3.1.8)	completed		parents			service, repeat in subsequent months of service. Services: Total number of client contacts (total # of clients multiplied by the number contacts each received during the month reported) Notes: Brief description of services provided.

Goal 4. CAPACITY BUILDING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
1. Increase sustainability	Fund development	CB.1.1 Increase funds	CB.1.1.1 Dollar amount raised (SOW 3.1.17)	Dollars	Program	\$10,000	7/1/12	6/30/13	Clients: N/A Services: \$'s received in month reported Notes: Describe fund development efforts. Include brief description of funding source(s) and how \$'s are allocated to the program.
CB.2 Increase access and efficiency, quality and effectiveness	Collaboration and networking	CB.2.2 Improve service through collaboration and networking	CB.2.2.1 Developing partnerships, coordinating and collaborating with other agencies to improve service delivery (Describe activities in notes) (SOW 3.1.13)	Services completed	Program	5 collaborations	7/1/12	6/30/13	Clients: N/A Services: # collaborations developed Notes: Brief description of collaborations and partnerships. Head Start, Help Me Grow, Nurse Family Partnership, Public Health, Mission Hospital, CARES Plus forum
CB.2 Increase access and	Evaluation	CB.2.3 Develop	CB.2.3.4 Children	Client	Children	50	7/1/12	6/30/13	Clients: # of clients new in first month of

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Early Learning Specialist Work Plan Template

Date of Draft: 3/8/2012
 Commission Lead: Cinda Muckenthaler
 Work plan template approved by: Perlee Tobias Trout, Evaluation Manager, 3/8/2012
 Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 6/6/2012

Goal 4. CAPACITY BUILDING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
efficiency, quality and effectiveness		high-quality program evaluations and reporting	with special needs served	contact	0-5	children			service. No need to report after first month of service for each child. Services: Report each child in first month of service only Notes: Brief description Clients: N/A Services: # of plans completed
CB.2 Increase access and efficiency, quality and effectiveness	Service planning and access points	CB.2.4 Conduct service planning that activities improve access and service sustainability	CB.2.4.1 Program will develop a plan that outlines infrastructure, and functions and services, and long-term sustainability strategies (SOW 3.1.17 and 3.1.18)	Services completed	Program	1 plan	7/1/12	6/30/13	Notes: Describe monthly efforts to achieve goal. When plan completed describe result.
2 Increase access and efficiency, quality and effectiveness	Professional training and development	CB.2.7 Provide training and administrative support to funded programs to ensure quality and results	CB.2.7.3 Provide trainings to build the capacity of the agency to increase quality services (SOW 3.1.3, 3.1.8, and 3.1.11)	Client contact	Provider	1 training	7/1/12	6/30/13	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number provided during the month reported) Notes: Brief description of services provided. Learning Link Direct Service Provider Forum

EXHIBIT A-1
School Nurse Program
Work Plan Template FCI-SD-04

Date of Draft: 3/9/2012
 Commission Lead: Jennifer Burrell
 Work plan approved by: Percee Trout, Evaluation Manager, 7/27/2012

Organization / Collaborative Name	Project Name	Work Plan Contact Name	Contact's Phone and Email	Contract Number
Capistrano Unified School District	School Nurse Program	Mary Cope, R.N.	949-489-7278 mscope@capousd.org	FCI-SD-04

Project Abstract (a short description of the project):

Expand access to health care for children prenatal through age 5 served within district boundaries including special populations, such as teen moms with children prenatal through age 5; homeless families with children prenatal through age 5; local early care and education providers; and children transitioning to all elementary schools, including private religious and private schools.

General GEMS Instructions

- Monthly service update: Update ALL services every month whether or not you have provided a service during that month. Enter the number of New Clients, Repeat Clients and Services for each service on your work plan.

Update beginning and end date: For each monthly update, the beginning date is the first day of the month and the end date is the last day of the month; e.g., July 1, 2012 - July 31, 2012.

New Clients: All clients are new starting July 1, 2012.

Monthly Service Counts: Enter aggregate data each month under Monthly Service Counts for children 0-5, parent/guardians and providers. All clients are new starting July 1, 2012; this includes clients who were already in the program prior to July 1. Clients are reported as New in their first month, and are repeated as Repeat in subsequent months.

Multiple services updates in one month: if you are updating a service more than one time in a month, please include a note in the update that this is the second (or third) update and the reason for the multiple updates.

al 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when	HC 2.2.1 Children receive developmental screening using AAP recommended tools (e.g. PEDS, ASQ).	Services completed	Children 0-5	380 screening sessions	7/1/12	6/30/13	Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened.

Exhibit A-1
Page 1 of 12

EXHIBIT A-1

School Nurse Program Work Plan Template FCI-SD-04

Date of Draft: 3/9/2012
Commission Lead: Jennifer Burrell
Work plan approved by: Perlee Trout, Evaluation Manager; 7/27/2012

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective necessary, for assessed developmental milestones, including cognitive, vision, hearing, and speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
2 Children receive early screening 1, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including	HC.2.2.3 Children receive vision screening	Services completed	Children 0-5	475 screening sessions	7/1/12	6/30/13	Services: Total # of sessions provided during the month. Notes: Brief description of services provided Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of sessions provided during the month.

EXHIBIT A-1
School Nurse Program
Work Plan Template FCI-SD-04

Date of Draft: 3/9/2012
 Commission Lead: Jennifer Burrell
 Work plan approved by: Perlee Trout, Evaluation Manager, 7/27/2012

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective cognitive, vision, hearing, and speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions	
				Unit	Client Type				Notes: Brief description of services provided	Notes: Brief description of services provided
2.2 Children receive early screening when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and age to services as appropriate	Developmental screenings/assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, and speech, and language, psychosocial issues, and other special needs, and	HC.2.2.4 Children receive hearing screening	Services completed	Children 0-5	475 screening sessions	7/1/12	6/30/13	Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened.	Services: Total # of screening sessions provided during the month.
									Notes: Brief description of services provided	Notes: Brief description of services provided

Exhibit A-1
Page 3 of 12

EXHIBIT A-1

School Nurse Program Work Plan Template FCI-SD-04

Date of Draft: 3/9/2012
Commission Lead: Jennifer Burrell
Work plan approved by: Perlee Trout, Evaluation Manager, 7/27/2012

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, social conditions, and referral and age to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC.2.2.5 Children receive body composition and stature screening (height, weight, BMI)	Services completed	Children 0-5	475 screening sessions	7/1/12	6/30/13	
									Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided

**School Nurse Program
Work Plan Template FCI-SD-04**

Date of Draft: 3/9/2012
 Commission Lead: Jennifer Buncell
 Work plan approved by: Perlee Trout, Evaluation Manager, 7/27/2012

Goal 1: HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC.2.2.6 Children receive health status screening (e.g., asthma, allergies, etc.)	Services completed	Children 0-5	380 screening sessions	7/1/12	6/30/13	Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided
									Clients: # of children who by the end of the month had received all the listed screens. No repeat clients in this service.
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool	HC.2.2.8 Children receive comprehensive screening (Includes: vision, hearing, height, weight,	Services completed	Children 0-5	380 children	7/1/12	6/30/13	

Exhibit A-1
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EXHIBIT A-1

School Nurse Program Work Plan Template FCI-SD-04

Date of Draft: 3/9/2012
Commission Lead: Jennifer Burnell
Work plan approved by: Perlee Trout, Evaluation Manager, 7/27/2012

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
...2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, and speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	health, and developmental milestones using PEDS or ASQ)	Client contact	Parent	119 referrals	7/1/12	6/30/13	Services: # of services is same as # of children. Notes: Brief description. Clients: Clients are "new" to this service in the month where they first receive a referral and are repeat in subsequent months for referrals for new health concerns. Do not recount a client if you are re-referring for the same health concern.

EXHIBIT A-1
School Nurse Program
Work Plan Template FCI-SD-04

Date of Draft: 3/9/2012
 Commission Lead: Jennifer Burrell
 Work plan approved by: Perlee Trout, Evaluation Manager, 7/27/2012

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions	
				Unit	Client Type				Services: Total # of referrals provided	Notes: Brief description of referrals provided
1.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C) HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, for assessed developmental milestones, including cognitive, vision, hearing,	HC.2.2.10b Parents are linked to referred services for their child's health and developmental concerns Medical home health insurance counted in separate services.	Client contact	Parent	83 linked referrals	7/1/12	6/30/13	Clients: # of clients linked to referred services.	Services: Total # of linked referrals.

**School Nurse Program
Work Plan Template FCI-SD-04**

Date of Draft: 3/9/2012
 Commission Lead: Jennifer Burrell
 Work plan approved by: Perlee Trout, Evaluation Manager, 7/27/2012

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions	
				Unit	Client Type				Notes: Brief description.	
HC.3 Children have and use a regular place for medical and dental care	Health Insurance	HC.3.1 Increase to 100% the number of children with health coverage. (H)	HC.3.1.1 Children are linked with health insurance enrollment	Services completed	Children 0-5	24 children	7/1/12	6/30/13	Clients: # of clients linked to referred services (as a result of this program's efforts). Always new.	Services: Total # of linked referrals
HC.3 Children have and use a regular place for medical and dental care	Health Home	HC.3.2 Increase to 100% the proportion of children who have a health care home. (C)	HC.3.2.1 Children are linked to a health home care	Services completed	Children 0-5	24 children	7/1/12	6/30/13	Clients: # of clients linked to referred services (as a result of this program's efforts). Always new.	Services: Total # of linked referrals
									Notes: Brief description.	

**School Nurse Program
Work Plan Template FCI-SD-04**

Date of Draft: 3/9/2012
 Commission Lead: Jennifer Burrell
 Work plan approved by: Perlee Trout, Evaluation Manager, 7/27/2012

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
HC.3 Children have and use a regular place for medical and dental care	Oral Health	HC.3.4 Reduce dental cavities so that the proportion of young children with one or more cavities is no more than 9% (C)	HC.3.4.2 Children receive a dental screening	Services completed	Children 0-5	475 screening sessions	7/1/12	6/30/13	Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided
									Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided
									Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided
4 Children grow up healthy	Immunization	HC.4.3 Increase age appropriate immunization levels to at least 95% (C)	HC.4.3.1 Children screened for up to date immunizations	Services completed	Children 0-5	475 screening sessions	7/1/12	6/30/13	Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided
									Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided
									Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided

EXHIBIT A-1

School Nurse Program Work Plan Template FCI-SD-04

Date of Draft: 3-9-2012
Commission Lead: Jennifer Burrell
Work plan approved by: Perlee Trout, Evaluation Manager, 7/27/2012

Goal 2. STRONG FAMILIES

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
SF.2 Children are safe and well cared for.	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development	SF.2.2.3 Office visits to improve knowledge of healthy child development	Client Contact	Parent	356 contacts	7/1/12	6/30/13	Clients: Clients are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year.
			Program notes: One-on-one sessions where SRN provides parents specific verbal/written instruction or plans on their child's health and/or development.						Services: # of client contacts
			SF.2.2.4a Parents participate in parenting education classes on healthy child development	Classes	Parent	24 Classes	7/1/12	6/30/13	Notes: Brief description as appropriate
SF.2 Children are safe and well cared for	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development							Clients: Clients are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year.
									Services: Count the # of Classes

EXHIBIT A-1
School Nurse Program
Work Plan Template FCI-SD-04

Date of Draft: 3/9/2012
 Commission Lead: Jennifer Burrell
 Work plan approved by: Perlee Trout, Evaluation Manager, 7/27/2012

Goal 2: STRONG FAMILIES

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
SF.2 Children are safe and well cared for	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development	SF.2.2.5 Children receive health education classes	Classes	Children 0-5	12 classes	7/1/12	6/30/13	Notes: Describe topic of each classes provided Clients: Clients are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. Services: Count the # of Classes Notes: Describe classes provided
				Client contact	Providers	5 contacts	7/1/12	6/30/13	Clients: Clients are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. Services: # of client contacts Notes: Brief description as appropriate
2 Children are safe and cared for	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development	SF.2.2.7 Providers receive consultations to improve provider knowledge of healthy child development						

EXHIBIT A-1

School Nurse Program Work Plan Template FCI-SD-04

Date of Draft: 3/9/2012
Commission Lead: Jennifer Burrell
Work plan approved by: Perlee Trout, Evaluation Manager, 7/27/2012

Goal 4. CAPACITY BUILDING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
CB.2 Increase access and efficiency, quality and effectiveness	Evaluation	CB.2.3 Develop high-quality program evaluations and reporting	CB.2.3.4 Children with special needs served	Client contact	Children 0-5	33 children	7/1/12	6/30/13	Clients: # of clients new in first month of service. No need to report after first month of service for each child. Services: Report each child in first month of service only Notes: Document the types of special needs encountered.
									Clients: # of records New only, no repeat. Services: Same as # of clients Notes: Brief description
									Clients: # of records New only, no repeat. Services: Same as # of clients Notes: Brief description
CB.2 Increase access and efficiency, quality and effectiveness	Evaluation	CB.2.3 Develop high-quality program evaluations and reporting	CB.2.3.5 Program staff will report the number of client intake records entered for month reported	Services completed	Program	48 client intake records	7/1/12	6/30/13	Clients: # of records New only, no repeat. Services: Same as # of clients Notes: Brief description
									Clients: # of records New only, no repeat. Services: Same as # of clients Notes: Brief description
									Clients: # of records New only, no repeat. Services: Same as # of clients Notes: Brief description
CB.2 Increase access and efficiency, quality and effectiveness	Evaluation	CB.2.3 Develop high-quality program evaluations and reporting	CB.2.3.6 Program staff will report the number of client exit records entered for month reported	Services completed	Program	38 client exit records	7/1/12	6/30/13	Clients: # of records New only, no repeat. Services: Same as # of clients Notes: Brief description
									Clients: # of records New only, no repeat. Services: Same as # of clients Notes: Brief description
									Clients: # of records New only, no repeat. Services: Same as # of clients Notes: Brief description

Exhibit A-1
Page 12 of 12

EXHIBIT B

PROJECT BUDGET

CAPISTRANO UNIFIED SCHOOL DISTRICT	Funds Due 07/01/11 - 6/30/12	Funds Due 07/01/12 - 6/30/13	Funds Due 07/01/13 - 6/30/14
Staffing	\$452,174	\$453,277	\$453,277
Direct Project Expenses	\$8,656	\$8,828	\$8,828
Indirect/Administrative	\$17,950	\$20,995	\$20,995
Subcontract(s)	\$46,320	\$42,000	\$42,000
TOTAL FUNDS DUE	\$525,100	\$525,100	\$525,100

MAXIMUM PAYMENT OBLIGATION: \$1,575,300

STAFFING TABLE

	7/1/11 - 6/30/12	7/1/12 - 6/30/13	7/1/13 - 6/30/14
	FTE	FTE	FTE
Salary & Benefits		Salary & Benefits	Salary & Benefits
.13 FTE	.13 FTE	.13 FTE	.13 FTE
\$11,470	\$13,186	\$13,186	\$13,186

Position Title: Early Learning Specialist (Supervisor IV)-ELS

Minimum Qualifications: Education equivalent to the completion of a Bachelor's Degree or higher in Child Development or a closely related field. License and experience requirements are a valid CA Children's Center Director's Permit and a valid CA Driver's License.

Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.

Position Title: Preschool Resource Teacher-ELS and Additional \$

2.8 FTE	1.6875 FTE	1.6875 FTE
\$169,599	\$95,785	\$95,785

Minimum Qualifications: Experience and education as required for the CA Child Development Teacher Permit; pass a District proficiency test in English usage, language arts and math or have passed CBEST, or completed two years of college.

Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.

Position Title: Nurse (District-wide Nurse)SRN

1.0 FTE	1.0 FTE	1.0 FTE
\$88,670	\$90,588	\$90,588

Minimum Qualifications: Licensed Registered Nurse with a valid California School Nurse credential or a Licensed Registered Nurse with a Preliminary School Nurse Credential with enrollment in a School Nurse Credential Program, certified in first aid and CPR; Knowledge of current federal and state laws and regulations regarding the children through 5 population and health constraints including HIPAA, FERPA, Education Codes, Title 22 regulations and the Nursing Practice Act.

Job Duties: Provide services as described in subparagraph 3.2 of Exhibit A to this Agreement.

Position Title: Nursing Specialist-SRN

1.26 FTE \$100,714	1.0 FTE \$89,412	1.0 FTE \$89,412
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Minimum Qualifications: Current valid California State license as a Registered Nurse. Knowledge of current federal and state laws and regulations regarding the children through 5 population and health constraints including HIPAA, FERPA, Education Codes, Title 22 regulations and the Nursing Practice Act.

Job Duties: Provide services as described in subparagraph 3.2 of Exhibit A to this Agreement.

Position Title: Nursing Specialist-Additional EL \$

.49 FTE \$32,812	.375 FTE \$31,350	.375 FTE \$31,350
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Minimum Qualifications: Current valid California State license as a Registered Nurse. Knowledge of current federal and state laws and regulations regarding the children through 5 population and health constraints including HIPAA, FERPA, Education Codes, Title 22 regulations and the Nursing Practice Act.

Job Duties: Provide services as described in subparagraph 3.2 of Exhibit A to this Agreement.

Position Title: Bilingual Comm Svcs Liaison-ELS

.66 FTE \$24,957	2.1250 FTE \$114,535	2.1250 FTE \$114,535
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Minimum Qualifications: Equivalent to the completion of twelfth grade, bilingual in Spanish/English, and experience in working with families of children birth to five.

Job Duties: Provide services as described in subparagraph 3.2 of Exhibit A to this Agreement.

Position Title: Bilingual Clerk-ELS

.67 FTE \$23,952	0.75 FTE \$18,421	0.75 FTE \$18,421
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Minimum Qualifications: Knowledge of modern office methods, practices and procedure, correct English and Spanish usages both oral and written and standard office machines including computer ability to perform a variety of clerical work; type or keyboard at a new corrected speed of 40 wpm; education equivalent to the completion of twelfth grade.

Job Duties: Provide services as described in subparagraphs 3.1 and 3.2 of Exhibit A to this Agreement.

Summary Table of Staffing Costs

7/1/11-6/30/12	7/1/12 - 6/30/13	7/1/13 - 6/30/14	3 Year TOTAL
\$452,174	\$453,277	\$453,277	\$1,358,728

DIRECT PROJECT EXPENSES TABLE

FY 11/12 Expense Type	Amount	Program: SNE/EL	1-2 sentence narrative description of expenses.
Category-Mileage	\$1000	EL	Annual cost for multiple staff to attend parent meetings, screenings, provide classroom support and collaborative meetings.
Category-Mileage	\$758	SRN	Annual cost for multiple staff to attend parent meetings, screenings, provide classroom support and collaborative meetings.
Category-Materials/Supplies	\$3,089	EL	Annual cost for classroom supplies and parent education materials.
Category-Materials/Supplies	\$826	SR	Annual cost for classroom supplies and parent education materials.
Category-Materials/Supplies	\$2,983	SRN	Annual cost for nursing supplies for screenings, parent education and child education.
FY 11/12 Total	\$8,656		

FY 12/13 Expense Type	Amount	Program: SNE/EL	1-2 sentence narrative description of expenses.
Category-Mileage	\$800	EL	Annual cost for multiple staff to attend parent meetings, screenings, provide classroom support and collaborative meetings.
Category-Mileage	\$600	SRN	Annual cost for multiple staff to attend parent meetings, screenings, provide classroom support and collaborative meetings.
Category-Materials/Supplies	\$7,328	EL	Annual cost for classroom supplies and parent education materials.
Category-Materials/Supplies	\$0	SR	Annual cost for classroom supplies and parent education materials.
Category-Materials/Supplies	\$100	SRN	Annual cost for nursing supplies for screenings, parent education and child education.
FY 12/13 Total	\$8,828		

Attachment 2 Exhibit B

FY 13/14 Expense Type	Amount	Program: SNE/EL	1-2 sentence narrative description of expenses.
Category-Mileage	\$800	EL	Annual cost for multiple staff to attend parent meetings, screenings, provide classroom support and collaborative meetings.
Category-Mileage	\$600	SRN	Annual cost for multiple staff to attend parent meetings, screenings, provide classroom support and collaborative meetings.
Category-Materials/Supplies	\$7,328	EL	Annual cost for classroom supplies and parent education materials.
Category-Materials/Supplies	\$0	SR	Annual cost for classroom supplies and parent education materials.
Category-Materials/Supplies	\$100	SRN	Annual cost for nursing supplies for screenings, parent education and child education.
FY 13/14 Total	\$8,828		

SUBCONTRACTOR TABLE

Subcontractor Name and Phone Number	7/1/11-6/30/12	7/1/12-6/30/13	7/1/13-6/30/14	1-2 sentence description of services sub-contracted. This table is for services outsourced to a third Party.
Christine Stein	\$42,000	\$42,000	\$42,000	Christine will provide Bilingual Speech and Language Pathologist services at San Juan and Las Palms Learning Link Programs.
Irma Garcia, MSW	\$4,320	\$0	\$0	Irma will provide a women's counseling support group at San Juan Learning Link.
Total Subcontractor Expenses	\$46,320	\$42,000	\$42,000	

AGREEMENT FCI-SD-04
BY AND BETWEEN
CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY
AND
CAPISTRANO UNIFIED SCHOOL DISTRICT
FOR THE PROVISION OF SERVICES

This **AGREEMENT** ("Agreement") entered into as of the 1st day of June, 2011 ("Date of Agreement") which date is enumerated for purposes of reference only and corresponds to the date of action on and approval of funding for this Agreement by COMMISSION is by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity ("COMMISSION") and **CAPISTRANO UNIFIED SCHOOL DISTRICT**, a California public school district organized and existing under the laws of the State of California ("CONTRACTOR"). This Agreement shall be administered by the Executive Director of COMMISSION or his/her authorized designee ("ADMINISTRATOR").

RECITALS

A. In order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* (as amended, the "Act") implementing the Children and Families First Initiative passed by the California electorate in November, 1998 and establishing the California Children and Families Commission and providing for establishment in each county of Children and Families Commissions, including COMMISSION.

B. COMMISSION adopted its Strategic Plan to define how funds authorized under the Act should best be used to meet the critical needs of Orange County's children prenatal through age five as codified in the Act, which plan has been amended and after the Date of Agreement may be further amended, updated, and/or revised ("Strategic Plan").

C. On May 4, 2011 COMMISSION awarded \$175,100 to CONTRACTOR for Early Learning Specialist Services and awarded \$200,000 for School Readiness Nurse Services and on June 1, 2011 COMMISSION awarded \$150,000 for additional School Readiness Services for a total amount not to exceed \$525,100.

D. CONTRACTOR is a school district organized and existing under the laws of the State of California, and its powers include without limitation, provision of services to and activities for the benefit of Orange County's children through age five (5).

E. COMMISSION desires to contract with CONTRACTOR to provide services and carry out certain performance obligations, and achieve certain outcomes, promoting the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement and the Project Summary, Exhibit A, Work Plan, Exhibit A-1, and Project Budget, Exhibit B (together, "Services").

F. As and if applicable, COMMISSION and CONTRACTOR desire to enter into a matching fund program opportunity with the California Children and Families Commission (First 5 California).

G. CONTRACTOR desires to provide the Services in furtherance of the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement.

NOW THEREFORE, based on the Recitals, which are a substantive part of this Agreement, and agreed mutual consideration, COMMISSION and CONTRACTOR agree as follows:

1. TERM OF AGREEMENT. The term of this Agreement shall commence on July 1, 2011 and terminate on June 30, 2012 unless earlier terminated pursuant to the provisions of Paragraph 23 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, provided that COMMISSION's Maximum Payment Obligation in this Agreement does not increase as a result.

2. ALTERATION OF TERMS. This Agreement, together with the Project Summary, Exhibit A; Work Plan, Exhibit A-1, and Project Budget, Exhibit B that are attached to this Agreement and fully incorporated by this reference (together, "Exhibits"), express all understanding of the parties with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties, except as otherwise expressly provided in this Paragraph 2 and in Subparagraph 8.5. No amendment, addition to, or alteration of, the terms of this Agreement, whether written or oral, shall be valid unless the amendment is made in writing and formally approved and executed by both parties, except as provided in this Paragraph 2 and in Subparagraph 8.5. Notwithstanding anything to the contrary, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to make revisions to the activities, tasks, deliverables and/or performance timeframes specified in the Project Summary as set forth in the Scope of Work in Exhibit A and to the allocation between and among the line items budgeted in the Project Budget, Exhibit B; provided however, that any of these revisions do not alter the overall goals and basic purpose of the Agreement, and provided these changes do not increase COMMISSION's Maximum Payment Obligation.

2.1 CONTRACTOR work plans, budgets and scopes of services will be subject to an annual review to determine consistency with the COMMISSION's strategic direction. Changes to the work plan, budgets and scopes of services may be directed by ADMINISTRATOR to bring the Agreement scope into better alignment with the COMMISSION's evolving strategic direction. These changes may include, but are not limited to, reprioritization of the targeted service population, redirection of resources to provide more intensive services, and/or increased focus on sustainability strategies. If CONTRACTOR is unable to redirect its program to be consistent with this direction, COMMISSION may reduce funding provided in successive years of this agreement.

2.2 Administrator Modification Authority. Notwithstanding anything to the contrary and provided any modifications do not alter the overall goals and basic purpose of the Agreement, and provided these modifications do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR has the authority to, with the agreement of CONTRACTOR, make modification(s) to the activities, tasks, deliverables, and/or performance timeframes specified in the Project Summary as set forth in the Scope of Work in Exhibit A and/or the Work Plan, Exhibit A-1, to the funding allocation between and among the line items and/or the "Funds Due" period(s) budgeted in the Project Budget, Exhibit B, to the Payment interval, to the percentage of Initial Payment(s), and/or to the percentage of Retention Amount(s), and/or to the timing of the Retention Amount(s) withheld as described in this Agreement.

3. STATUS OF CONTRACTOR. CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the Services required of it by the terms of this Agreement. Nothing in this Agreement shall be construed as creating the relationship of employer and employee or principal and agent between COMMISSION and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR knowingly, voluntarily, and expressly assumes exclusively the responsibility for the acts of its employees or agents as they relate to the Services to be provided during the course and scope of their employment, whether the employee(s) are funded by program moneys or otherwise related directly or indirectly to the performance of Services under this Agreement. CONTRACTOR, its elected or appointed officials, officers, agents, employees, and Subcontractors shall not, in any respect whatsoever, be entitled to any rights and/or privileges of COMMISSION employees and shall not be considered in any manner to be COMMISSION employees. COMMISSION shall neither have nor exercise any control or direction over the methods by which CONTRACTOR shall perform its obligations under this Agreement. COMMISSION shall not be responsible or liable for the acts or failure to act, whether intentional or negligent, of any employee, agent, or volunteer of CONTRACTOR.

3.1 COMMISSION as Independent Entity. Notwithstanding other provisions in this Agreement, such as insurance and indemnity provisions protecting COMMISSION and the County of Orange, CONTRACTOR acknowledges that pursuant to the Act, specifically Health & Safety Code Section 130140.1(a)(1), COMMISSION is a legal public entity separate from the County of Orange with independent powers and that in no event will CONTRACTOR look to the County of Orange for performance or indemnity under this Agreement, and CONTRACTOR expressly waives any rights it may have against the County of Orange in any way related to this Agreement. With respect to the above provisions CONTRACTOR agrees all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM/HER MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR.

4. CONTRACTOR DELEGATION AND ASSIGNMENT. CONTRACTOR shall not delegate or assign or otherwise transfer its duties, nor assign its rights under this Agreement, either in whole or in part, without the prior written consent of ADMINISTRATOR. The request must be in writing with a full explanation for the request. Any consent granted by ADMINISTRATOR may be conditioned upon and subject to certain actions by CONTRACTOR as determined by ADMINISTRATOR. Any attempted assignment or delegation in derogation of this Paragraph 4 shall be deemed void.

5. SUBCONTRACTS. Except to the extent expressly provided for in the Project Summary, Exhibit A, or as approved by ADMINISTRATOR, CONTRACTOR shall not enter into a subcontract or a consulting agreement, or agreement for professional services (each and all referred to as a "Subcontract") for the provision of services or performance of tasks included within the scope of the Services required by this Agreement without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing for CONTRACTOR to enter into a Subcontract, in no event shall the Subcontract alter in any way any legal responsibility or performance obligation of CONTRACTOR to COMMISSION to perform or cause performance of the Services required under

this Agreement. ADMINISTRATOR may, but is not obligated to, require that CONTRACTOR submit a true copy of any permitted Subcontract. All records related to each Subcontract, if any, are subject to examination and audit by ADMINISTRATOR or his/her designee, for a period of the later of (i) three (3) years after the date of final disbursement under this Agreement, or (ii) until any pending audit is completed.

5.1 Minimum Subcontract Terms. Each permitted Subcontract and the terms and provisions in the Subcontract shall be independently negotiated between CONTRACTOR and its selected subcontractor, consultant, or other person or entity under contract to CONTRACTOR related to the Services to be provided under this Agreement ("Subcontractor"); provided however, each Subcontract shall include provisions that meet or exceed the following requirements: (i) any specific requirements set forth in the Project Summary, Exhibit A; (ii) clear and complete description of the nature, extent, and tasks of the work to be performed by the Subcontractor and the relation of the work to the Services required under this Agreement; (iii) identification of the personnel by classification, and, if available by name, who will work or provide services to CONTRACTOR under the Subcontract, including a description of the minimum qualifications, education, experience, and any required licensing for each classification of personnel, number of hours described in relation to full time equivalent (e.g., 1.0 FTE or 0.5 FTE); (iv) a compensation schedule, including hourly rates or fees for each classification of personnel and a not to exceed payment obligation under the Subcontract, which total amount shall in no event exceed and shall be limited to amounts set forth in the Project Budget, Exhibit B; (v) insurance and indemnification comparable to the requirements and provisions set forth in this Agreement for CONTRACTOR to provide to COMMISSION, which insurance shall protect CONTRACTOR and COMMISSION, and the County of Orange from any Claims or other liabilities that arise out of the Subcontract and performance of Subcontractor under the Subcontract; (vi) term of Subcontract, which term shall not exceed the term of this Agreement; (vii) obligation to maintain and retain accurate and complete client and financial records, which recordkeeping shall be fully compliant with applicable laws and regulations and which records shall be maintained and retained for a minimum of three (3) years related to work and services provided under the Subcontract; (viii) remedies and termination provisions which may be availed by CONTRACTOR in the event Subcontractor fails to perform under the Subcontract, and (ix) compliance with laws and regulations applicable to CONTRACTOR, as a public entity, entering into contracts, including without limitation that any subcontract is duly authorized, approved, and executed and in compliance with notice and bidding and contracting requirements, if any, and prevailing wage laws, if applicable, pursuant to applicable laws and regulations.

6. INDEMNIFICATION

6.1 CONTRACTOR Indemnification of COMMISSION. CONTRACTOR agrees to and shall indemnify, defend, hold harmless COMMISSION, the County of Orange, and their Commissioners, officers, agents, and employees from and against all liabilities, claims, losses and demands, damages to property or injuries to or death of any person or persons, including property of officers, employees, or agents of COMMISSION or the County of Orange, including defense costs (together, "Claims"), whether resulting from court action or otherwise, resulting from, related in any manner to, or arising out of the intentional, malicious, negligent acts, inactions, errors or omissions of CONTRACTOR, its officers, employees, agents, and/or Subcontractors in the performance of this Agreement.

6.1.1 With regard to this indemnity clause, COMMISSION acknowledges CONTRACTOR does not assume responsibility for payment of Claims to the extent a court of competent jurisdiction determines CONTRACTOR was not responsible for all or a part of the Claim(s), i.e., liability did not result from intentional, malicious, negligent acts, inactions, errors or

omissions of CONTRACTOR, its officers, employees, agents, and/or Subcontractors in the performance of this Agreement, but were the result of the negligent or intentional act or omission of COMMISSION or its Commissioners, officers, agents or employees. CONTRACTOR agrees the above provisions do not limit or affect its obligation to accept tender of defense and indemnification for a Claim from COMMISSION or ADMINISTRATOR. Provided however, if COMMISSION or its Commissioners, officers, agents or employees are found liable for all or a part of the Claim by a court of competent jurisdiction due to negligent or intentional act or omission of COMMISSION or its COMMISSIONERS, officers, agents or employees, then COMMISSION shall be responsible to pay the part of Claim it is determined responsible for and CONTRACTOR may recover costs of defense directly attributable to that part of the Claim.

6.1.2 Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the term of this Agreement, the policy or policies of insurance covering its operations and performance under this Agreement in the form and amounts set forth in Paragraph 7, which insurance obligations shall apply independently of the indemnification provided under this Agreement.

6.1.3 No elected official, no public official, no officer, no committee member, no Commissioner, employee, and no agent of COMMISSION or the County of Orange shall be personally liable to CONTRACTOR, or any successor in interest, (or to any Subcontractor) in the event of any default or breach by COMMISSION or for any amount which may become due to CONTRACTOR or to its successor (or Subcontractor) or for breach of any obligation of the terms of this Agreement.

6.2 COMMISSION Indemnification of CONTRACTOR. COMMISSION agrees to indemnify and hold harmless CONTRACTOR from all Claims, including defense costs, whether resulting from court action or otherwise, arising out of the sole intentional or grossly negligent acts or omissions of COMMISSION and its officers, agents or employees in the performance of this Agreement.

6.2.1 COMMISSION warrants it is self-insured or maintains policies of insurance placed with reputable insurance companies licensed to do business in the State of California which insures the perils of bodily injury, medical, professional liability and property damage.

6.2.2 No elected official, no public official, and no employee of CONTRACTOR shall be personally liable to COMMISSION in the event of any default or breach of any obligation of the terms of this Agreement, except as to intentional misconduct or gross negligence of the elected official, public official, or employee of CONTRACTOR.

6.3 Notice of Claim; Tender of Indemnification. Each party agrees to provide the indemnifying party with written notification of any Claim within thirty (30) days of notice of the Claim, to allow the indemnifying party control over the defense and settlement of the Claim, and to cooperate with the indemnifying party in its defense.

6.4 Defense of Claim. COMMISSION and CONTRACTOR, at their sole discretion and expense, may employ legal counsel and participate in the defense of any actions.

6.5 Cooperation with Claims. Each party to this Agreement shall cooperate with the other party to this Agreement in the defense of any action brought for conduct resulting under this Agreement and shall make available to said party any and all records in their respective possessions or control reasonably required by a party for use in contesting or defending liability.

7. INSURANCE. Without limiting CONTRACTOR's liability for indemnification of COMMISSION as set forth in Paragraph 6 above, CONTRACTOR shall obtain and maintain, in

effect, during the term of this Agreement, certain minimum coverage of insurance through any or all of the following types of insurance, as further described, and as applicable, in Subparagraphs 7.1, 7.2, and/or 7.3 below: (a) self-insurance through the State or as otherwise approved by ADMINISTRATOR or his/her Risk Management designee; and/or (b) insurance via a pooled or joint powers insurance authority; and/or (c) insurance policies secured from insurance company(ies) that is/are admitted in California and rated A-VIII or better or FPR Ratings of 9 through 7 and have a Financial Size Category (FSC) of VIII or better according to the current Best's Key Rating Guide/Property-Casualty/United States or from an insurance company of equal financial stability as approved by ADMINISTRATOR or his/her Risk Management designee. Evidence of required insurance coverage(s) obtained under (a), (b), and/or (c) in this Paragraph 7 shall be submitted to ADMINISTRATOR prior to and as a condition precedent to commencement of any Services or proceeding with any work under this Agreement. Submittal and approval of insurance coverage, including self-insurance or pooled coverage, shall neither relieve nor decrease the liability of CONTRACTOR.

7.1 Certificate of Self-Insurance Coverage. In lieu of maintaining insurance coverage by separate insurance policies secured through third party insurance companies as described in Paragraph 7 above and Subparagraph 7.3 below, CONTRACTOR may be self-insured with respect to the minimum amounts and types of required insurance coverage under this Agreement.

7.1.1 Certificate of Self-Insurance. A certificate signed by a duly authorized officer or member of CONTRACTOR shall be submitted to ADMINISTRATOR evidencing self-insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may in his reasonable discretion request reconfirmation of CONTRACTOR's status as self-insured for the required coverage. The self-insurance certificate(s) shall verify that on behalf of Capistrano Unified School District, CONTRACTOR has and maintains self-insurance in the following categories and amounts of coverage, including the amount(s) and company(ies), if any, that may provide any secondary or additional level of coverage. Further the certification shall state that the self-insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, the County of Orange, the members of COMMISSION and the Board of Supervisors of the County of Orange, and their officers, agents, and employees, individually and collectively, and that the self-insurance shall apply as primary insurance and that other insurance maintained by COMMISSION or the County of Orange (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the self-insurance. In the event CONTRACTOR elects to no longer self-insure under any of the required types of coverage in this Subparagraph 7.1, then CONTRACTOR shall provide to ADMINISTRATOR not less than thirty (30) days prior written notice of the cancellation or change in coverage. In this event, CONTRACTOR shall obtain and maintain insurance coverages pursuant to Subparagraphs 7.2 and/or 7.3 below.

7.1.2 Types of Self-Insurance Coverage. CONTRACTOR shall evidence it is self-insured through the State or as otherwise approved by ADMINISTRATOR or his/her Risk Management designee in his/her sole discretion for the following required coverage:

(a) **Comprehensive General Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate, including self-insurance covering premises and operations, products/completed operations, contractual liability, and personal injury liability.

(b) **Comprehensive Automobile Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles/watercraft, with not less than One Million Dollars (\$1,000,000) annual aggregate.

(c) **Workers' Compensation** coverage shall be maintained for workers' compensation risk Claims in amounts equivalent to coverage required by the State of California, applicable statutory requirements, and including the equivalent of a broad form all-states endorsement and waiver of subrogation.

(d) **Employers' Liability** coverage for all employees engaged in Services or operations under this Agreement equivalent to not less than One Million Dollars (\$1,000,000) per occurrence.

(e) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or Services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, engineer, architect, etc., then coverage for professional liability/errors and omissions is required equivalent to not less than One Million Dollars (\$1,000,000) per claims made and One Million Dollars (\$1,000,000) aggregate.

7.2 Pooled and/or Joint Powers Insurance Coverage. CONTRACTOR may provide insurance coverage through membership and participation in a pooled insurance cooperative and/or joint powers insurance authority with respect to the minimum amounts and types of required insurance coverage under this Agreement.

7.2.1 Certificate re Pooled/Joint Powers Insurance. A certificate signed by an authorized officer or member of CONTRACTOR and by an authorized officer of the pooled and/or joint powers insurance authority shall be submitted to ADMINISTRATOR evidencing membership and participation in pooled and/or joint powers insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may in his reasonable discretion request reconfirmation of CONTRACTOR's status as a member in good standing and participant in pooled and/or joint powers insurance for the required coverage. The certificate shall verify that on behalf of Capistrano Unified School District, CONTRACTOR has and maintains insurance in the categories and amounts of coverage described for self-insurance above in Subparagraph 7.1, including the amount(s) and company(ies), if any, that may provide any secondary or additional level of coverage. Further the certificate shall state that the pooled and/or joint powers insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, the County of Orange, the members of COMMISSION and the Board of Supervisors of the County of Orange, and their officers, agents, and employees, individually and collectively, and that the pooled and/or joint powers insurance shall apply as primary insurance and other insurance maintained by COMMISSION or the County of Orange (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the pooled and/or joint powers insurance. Pooled and/or joint powers insurance provided under this Subparagraph 7.2 shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR.

7.3 Insurance Policies through Independent Insurance Companies. CONTRACTOR may obtain and maintain insurance policy(ies) for the required coverage under this Agreement.

7.3.1 Evidence of Coverage. Prior to commencement of any Services or proceeding with any work under this Agreement, CONTRACTOR shall provide on an insurance

industry approved form a Certificate of Insurance certifying that coverage as required in this Subparagraph 7.3 has been obtained and remains in force for the period required by this Agreement. In addition, a certified copy of the policy or policies shall be provided by CONTRACTOR upon request of ADMINISTRATOR at the address specified in Paragraph 22. Each policy shall meet the following requirements.

(a) **Additional Insured Endorsement:** Except for Worker's Compensation and Professional Liability insurance, each policy shall include an endorsement evidencing that the policy also applies to COMMISSION, the County of Orange, the members of COMMISSION, the Board of Supervisors of the County of Orange, and their officers, agents, and employees, individually and collectively, as additional insureds.

(b) **Primary Insurance Endorsement:** Each policy shall include an endorsement evidencing that the policy afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by COMMISSION or the County of Orange, or their officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

(c) **Notice of Cancellation or Change of Coverage Endorsement:** Each policy shall include an endorsement evidencing that the policy shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR at the address shown on the Certificate of Insurance.

(d) **Separation Clause Endorsement:** Each policy shall include an endorsement evidencing that the policy provides coverage separately to each insured who is seeking coverage or against whom a Claim is made or a suit is brought, except with respect to the company's limit of liability.

(e) **Termination of Insurance.** If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two (2) years to report Claims arising from work performed, or any action or any inaction in connection with this Agreement.

(f) **Qualifying Insurers.** All coverages shall be issued by qualified insurance companies meeting the criteria described in Paragraph 7 above.

(g) **Deductible Amounts in Standard Policy.** COMMISSION acknowledges that a deductible amount on a policy of insurance is acceptable, but only as approved in writing in the sole discretion of ADMINISTRATOR or his/her Risk Management designee; provided no approved deductible shall in any way limit liabilities assumed by CONTRACTOR under this Agreement, including:

(i) Any policy deductible or self-insured retention on any insurance policy (except auto) which exceeds \$25,000 requires prior written approval of ADMINISTRATOR or his/her Risk Management designee.

(ii) Any policy deductible or self-insured retention on automobile liability over \$5,000 requires prior written approval of ADMINISTRATOR or his/her Risk Management designee.

(h) **Subcontractor Insurance Requirements.** Should any of the Services under this Agreement be provided by a Subcontract, CONTRACTOR shall require each Subcontractor (of any tier) to provide the coverages mentioned in this Subparagraph 7.3, or CONTRACTOR may insure any Subcontractor under its own policies.

(i) **Occurrence Versus Claims Made Coverage.** It is the intent of COMMISSION to secure “occurrence” rather than “claims made” coverage whenever possible. If coverage is written on a “claims made” basis, the Certificate of Insurance shall clearly so state. In addition to coverage requirements above, the policy shall provide that:

(i) Policy retroactive date coincides with or precedes CONTRACTOR’s start of work (including subsequent policies purchased as renewals or replacements).

(ii) CONTRACTOR will make every effort to maintain similar insurance during the required extended period of coverage following completion of services, including the requirement of adding all additional insureds.

(iii) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

7.3.2 Types of Insurance Policies/Coverages. If CONTRACTOR provides insurance through a policy or policies, then the following types and coverages are required.

(a) **Comprehensive General Liability Insurance.** Comprehensive General Liability Insurance for bodily injury (including death) and property damage which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.

(i) The coverage shall include:

(A) Premises and Operations

(B) Products/Completed Operations with limits of One Million Dollars (\$1,000,000) per occurrence/aggregate to be maintained for two (2) years following the end of the term of this Agreement.

(C) Contractual Liability expressly including liability assumed under this agreement, excepting the requirement does not apply for service contracts.

(D) Personal Injury Liability.

(b) **Comprehensive Automobile Liability Insurance.** Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles/watercraft, One Million Dollars (\$1,000,000) annual aggregate.

(c) **Workers’ Compensation Insurance.** Workers’ Compensation Insurance shall be maintained. Statutory California Workers’ Compensation coverage shall include a broad form all-states endorsement and waiver of subrogation.

(d) **Employers’ Liability Coverage.** Employers’ Liability Coverage of not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in Services or operations under this Agreement.

(e) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, engineer, architect, etc., then insurance policy(ies) and coverage for professional liability/errors and omissions is required in an amount not less than One Million Dollars (\$1,000,000) per claims made and One Million Dollars (\$1,000,000) aggregate.

7.4 Duration of Insurance. CONTRACTOR shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.

7.5 Maintain Records re Insurance Coverage. CONTRACTOR will maintain records regarding all coverage and insurance for the term of this Agreement and for any extended period agreed upon within this Agreement.

7.6 Withhold Payment for Lack of Required Coverage. COMMISSION reserves the right to withhold payments to CONTRACTOR in the event of material noncompliance with the applicable insurance requirements outlined in this Paragraph 7.

7.7 Remedies for Failure to Provide or Maintain Required Coverage, Insurance, or Endorsements. In addition to any other remedies COMMISSION may have if CONTRACTOR (or any Subcontractor) fails to provide or maintain any insurance required by this Paragraph 7 to the extent and within the time required by this Agreement, COMMISSION may, at its sole option:

(a) Obtain the insurance and deduct and retain the amount of the premiums for the insurance from any monies due under this Agreement.

(b) Order CONTRACTOR (and any Subcontractor) to cease performance of the Services and/or withhold any payment(s) which become due to CONTRACTOR (or any Subcontractor) until CONTRACTOR (or any Subcontractor) demonstrates compliance with the insurance requirements of this Agreement.

(c) Immediately and without further cause terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to any other remedies COMMISSION may have and are not the exclusive remedies for CONTRACTOR's (or its Subcontractor's) failure to maintain or secure appropriate policies or endorsements. Nothing in this Agreement shall be construed as limiting in any way the extent to which CONTRACTOR (or any Subcontractor) may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's (or any Subcontractor) performance of work under this Agreement.

8. RESPONSIBILITIES OF CONTRACTOR

8.1 Conditions to COMMISSION's Obligation to Proceed under Agreement. COMMISSION's obligation to proceed with performance and the payment of each installment payment under this Agreement is expressly conditioned upon the satisfaction by CONTRACTOR of the following conditions precedent ("Conditions"). These Conditions are solely for the benefit of COMMISSION and shall be fulfilled by CONTRACTOR (or waived by ADMINISTRATOR in his/her sole discretion in the Project Summary, Exhibit A.) CONTRACTOR may satisfy (and submit evidence of its satisfaction to ADMINISTRATOR) one or more of the Conditions at any time prior or subsequent to the Date of Agreement, so that at the time of the first payment (and any subsequent payments), CONTRACTOR shall have provided satisfactory evidence of compliance with each of the Conditions.

8.1.1 Evidence of CONTRACTOR Approval of Agreement. CONTRACTOR shall submit evidence of the approval of this Agreement by resolution of CONTRACTOR's governing board, or a true copy of the minutes of the public meeting at which this Agreement was considered and approved, or other evidence of approval satisfactory to ADMINISTRATOR.

8.1.2 Insurance. All provisions and submittal of endorsements or other evidence of insurance required by Paragraph 7 shall be in place and approved by ADMINISTRATOR or his/her Risk Management designee.

8.1.3 Other Conditions. CONTRACTOR has complied with the other Conditions listed in the Project Summary, Exhibit A, if any.

8.2 No Supplanting Government Funds. CONTRACTOR shall not supplant government funds intended for the purposes of this Agreement with any COMMISSION funds intended for the purposes of this Agreement. CONTRACTOR shall not invoice for payment from COMMISSION for, or apply sums received from COMMISSION with respect to that portion of its obligations which have been paid by another source of revenue. As a material provision of this Agreement and substantive criterion in COMMISSION's selection of CONTRACTOR for the Services provided under this Agreement and in furtherance of the express directives of the Act, CONTRACTOR is required to ensure that in the performance of this Agreement all funding shall be expended and used to supplement, not supplant, existing levels of service.

8.3 Technical Requirements for PCs and Software Used by CONTRACTOR for all Recordkeeping and Reporting for the Services and Agreement. CONTRACTOR agrees to obtain and maintain all computer hardware and software necessary to meet the requirements of Paragraph 19 in its entirety with respect to COMMISSION's evaluation and contracts management system. CONTRACTOR is required to contact COMMISSION's database carrier prior to the commencement of work pursuant to this Agreement to ensure that CONTRACTOR's computer hardware and software is capable of meeting CONTRACTOR's evaluation and contract management obligations. In the event that CONTRACTOR's existing equipment does not meet the necessary standards, CONTRACTOR is required to obtain all requisite hardware and software to ensure its compliance with Paragraph 19 of this Agreement.

8.4 Staffing Obligations for Services. COMMISSION and CONTRACTOR agree that the Scope of Work, the level and description of Services, and the classification, number, and qualifications of personnel and staff necessary for the Services, and budget for staffing to be provided by CONTRACTOR in furtherance of the Strategic Plan and the Act are set forth in the Exhibits. CONTRACTOR agrees to provide the level and type of staffing, facilities, equipment and supplies necessary to provide the Services and meet the outcomes set forth in these Exhibits. CONTRACTOR shall perform continuously throughout the term of this Agreement in conformity with this Agreement, including all Exhibits.

8.4.1 Staffing Conferences. At ADMINISTRATOR's request, CONTRACTOR agrees to send appropriate staff to attend orientation session(s) and/or progress meeting(s) arranged and/or given by COMMISSION and/or ADMINISTRATOR. A requested meeting shall occur at a time and place mutually agreeable between the parties.

8.4.2 Personnel Disclosure. If requested by ADMINISTRATOR, CONTRACTOR shall make available to ADMINISTRATOR a current list of all personnel providing Services or performing any work under this Agreement, including personnel of any Subcontractor. Changes to the list shall be immediately provided to ADMINISTRATOR. CONTRACTOR shall prepare and maintain up-to-date personnel records and information about its employees and, if requested by ADMINISTRATOR and to the extent permitted by applicable laws, make available to ADMINISTRATOR the following information/records:

(a) The required list of personnel, including any Subcontractor, shall include each of the following:

(i) All full time staff positions and all part-time staff positions by title, including volunteer positions, who are assigned to, performing under, and/or providing Services.

(ii) The qualifications and experience, including professional degree(s) and required licensing, if applicable, required for each position.

(iii) The language skill(s), if applicable, of the personnel, such as bi-lingual, sign language, Braille, or other communication skills.

(b) CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff providing Services under this Agreement when the information becomes known to CONTRACTOR.

8.4.3 CONTRACTOR To Maintain Complete Records re Personnel. CONTRACTOR shall maintain complete and accurate records relating to all personnel listed (or required to be listed) in Subparagraph 8.4.2 above. The record keeping shall include evidence that CONTRACTOR has conducted adequate pre-employment (or pre-volunteer) screening, such as information CONTRACTOR has conducted or caused to be conducted on each employee a pre-employment/hiring background check and CONTRACTOR has taken all reasonable steps to assure all employees (and volunteers) assigned to perform Services under this Agreement are suitable to perform the work and do not pose a reasonably foreseeable risk of harm to children or other persons receiving or participating in the Services. CONTRACTOR acknowledges it has a duty to disclose to COMMISSION and ADMINISTRATOR information within its knowledge that may pose a reasonably foreseeable risk of harm to children. Nothing in the above provisions shall obligate CONTRACTOR to disclose to COMMISSION or ADMINISTRATOR confidential personnel information about employees (or volunteers) except and to the extent disclosure is permitted by applicable laws or authorized by judicial or administrative order. Further, nothing in the above provisions shall affect or modify the provisions of this Agreement affirming the independent contractor status of CONTRACTOR.

8.5 Implementing Exhibits. As directed by ADMINISTRATOR during the term of this Agreement and pursuant to the Exhibits CONTRACTOR will be required to prepare and submit to ADMINISTRATOR certain planning and implementing documents regarding the Services under this Agreement aimed toward achieving the outcomes set forth in the Work Plan, Exhibit A-1. The planning and implementing documents may include, but not be limited to, service plan(s), and/or business plan(s), and/or supplements to the Work Plan, each of which may clarify and/or further describe and define the Services required under this Agreement and date(s) required for performance of certain tasks which comprise the Services. As each implementing document is prepared by CONTRACTOR and submitted to, reviewed by, and approved by ADMINISTRATOR, it shall become and be deemed to be part of the Exhibits to and fully incorporated as a part of this Agreement. CONTRACTOR shall perform and meet the tasks and requirements set forth in all Exhibits as performance obligations of this Agreement.

9. GENERAL TERMS AND CONDITIONS

9.1 Compliance with Laws. CONTRACTOR shall provide all Services in accordance with all applicable federal and state laws, statutes and regulations and local ordinances and resolutions. CONTRACTOR shall comply with the Act, and all laws, rules or regulations applicable to the Scope of Work and provision of Services, as any may now exist or as changed or added after the Date of Agreement.

9.2 Familiarity with Work. By executing this Agreement and prior to performing or providing any Services, CONTRACTOR warrants and shall be satisfied that (a) it has thoroughly investigated and considered the Services, (b) it has carefully considered how the Services should be performed, will be implemented, and will be completed, and (c) it fully understands the facilities,

difficulties, and restrictions, attending carrying out the performance obligations of this Agreement. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the work or as represented by COMMISSION or ADMINISTRATOR, it shall immediately inform COMMISSION in writing of this fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from ADMINISTRATOR.

9.3 Care of Work. CONTRACTOR shall adopt reasonable methods during the term of this Agreement to furnish continuous protection to the property (real and personal property), facilities, equipment, and persons providing and/or receiving Services, and to the work product, records, and other papers to prevent losses or damages. CONTRACTOR shall be responsible for all losses or damages, to persons or property (including real property, personal property, both tangible and intangible), except the losses or damages as may be caused by COMMISSION's sole negligence. The performance of Services by CONTRACTOR shall not relieve CONTRACTOR from any obligation to correct any incomplete, inaccurate, or defective work or service at no further cost to COMMISSION, when they are due to the negligent action or inaction of CONTRACTOR.

9.4 Severability. If a court of competent jurisdiction declares any provision of this Agreement or its application to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or its application shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

9.5 California Law. This Agreement shall be construed and interpreted both as to validity and to performance in accordance with the laws of the State of California. Legal actions concerning any default, dispute, interpretation, declaration of rights, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in the county, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of the court in the event of any action.

9.6 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair any right or remedy or be construed as a waiver. One party's consent or approval of any act by the other party requiring the other party's consent or approval shall not be deemed to waive or render unnecessary the party's consent to or approval of any subsequent act of the party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

9.7 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of the rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.8 Covenant Against Discrimination. In the performance of this Agreement, CONTRACTOR shall not engage in, nor permit any employee or agent to engage in discrimination in employment of persons or provision of services or assistance, nor exclude any person from participation in, nor deny any person the benefits of, nor subject any person to discrimination under any program or activity funded in whole or in part with COMMISSION funds on the grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender or sexual orientation, except as permitted by applicable provisions of Federal and State law.

CONTRACTOR shall comply with Title II of the Americans with Disabilities Act, (42 U.S.C. §12101, *et. seq.*) as it relates to public accommodations.

9.9 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

9.10 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the non-prevailing party.

9.11 Waiver of Jury Trial. Both COMMISSION and CONTRACTOR agree and acknowledge that each is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, expressly and knowingly waives and releases all rights to trial by jury in any action, proceeding or counterclaim brought by any party against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters of any kind or type arising out of or in any way connected with this Agreement and/or any other claim of injury or damage.

9.12 Use of Commission Name and Logo. Funded and partnering organizations are encouraged, but not required, to use the Commission's name and logo on all materials, promotional information and products that relate to Commission-funded program(s). CONTRACTOR shall comply with COMMISSION's guidelines related to the use of COMMISSION's name and logo as stated in its Policies and Procedures Guide.

9.13 Time of Essence. Time is of the essence in the performance of this Agreement.

9.14 No Broker or Finders Fee. CONTRACTOR warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.15 No Use of Funds for Lobbying. CONTRACTOR shall not expend any monies paid or payable under this Agreement for the purpose of influencing or attempting to influence an officer, member, or employee of COMMISSION, a member of the Orange County Board of Supervisors, any County of Orange officer or employee, any member or employee of the State Commission, any member of the State legislature or member of Congress, or any other officer or employee of any public agency or entity, in connection with the awarding of any contract, the making of any contract, the entering into of any cooperative agreement, and/or the extension, continuation, renewal, amendment, or modification of any contract, loan, or cooperative agreement.

9.16 Constitutional Use of Funds. As an express condition to this Agreement, CONTRACTOR agrees that the funds provided by COMMISSION to CONTRACTOR shall not be used to promote any religion, religious creed or cult, denomination, sectarian organization or religious belief or to fund any proselytizing activities. The parties agree the above covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the use of COMMISSION funds by CONTRACTOR with applicable constitutional limitations respecting the establishment of religion as set forth in the Establishment Clause under the First Amendment of the United States Constitution and Article I, Section 4 of California Constitution, and is not in any manner intended to restrict other activities of CONTRACTOR.

9.17 Child Abuse Reporting. CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, agents, or Subcontractors performing Services under this

Agreement, report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.9 to the extent required by applicable law. CONTRACTOR shall require each employee, volunteer, consultant, agent, and Subcontractor who provides Services to or for CONTRACTOR in implementation of the Scope of Work described in Exhibit A and funded by this Agreement (to the extent the person(s) are legally subject to the requirements), to sign a statement acknowledging these reporting requirements and to comply with the provisions of the code requirements to the extent required by applicable law.

9.18 CONTRACTOR Cooperation with Other COMMISSION Service Providers.

A goal of COMMISSION and its Strategic Plan is to develop an integrated quality service system to ensure access to a quality child and family support services delivery system for Orange County children from the prenatal stage to age five. CONTRACTOR agrees to cooperate reasonably with COMMISSION and ADMINISTRATOR to achieve the objectives of the Strategic Plan and support COMMISSION by forming cooperative partnerships to serve prenatal through age five children (and their families) with other services funded through COMMISSION.

9.19 Political Activity. CONTRACTOR agrees that the funds provided by this Agreement shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

9.20 Child Care Provider Notification; Admission Procedures and Parental and Authorized Representative's Rights. If applicable to the Services, CONTRACTOR shall establish and carry out the requirements of California Code of Regulations (CCR) Title 22 relating to child care providers and provision of licensed child care, day care, or other early care and education. In particular and to the extent applicable, CONTRACTOR shall comply with CCR Title 22, Section 101218.1 to ensure all parents and authorized representatives of minor children, in particular children prenatal through age five receiving Services under this Agreement, are notified regarding any employee, volunteer, consultant, or agent of CONTRACTOR with a criminal record exemption. In accordance with applicable laws and regulations CONTRACTOR shall (i) post a current copy of the California Department of Social Services (CDSS) Parents' Rights Poster in a prominent location; (ii) provide all parents and authorized representatives current copies of all CDSS notification forms and retain all parent signature or acknowledgement portions of those forms in the child's file; (iii) provide parents and authorized representatives on request the name of any adult associated with CONTRACTOR (including any employee, volunteer, consultant or agent of CONTRACTOR) who has been granted a criminal record exemption and that person's relationship to CONTRACTOR. To the extent required by applicable laws and regulations, CONTRACTOR shall document parent and authorized representative requests regarding criminal exemption and retain the documentation, jointly signed by an authorized representative of CONTRACTOR and the parent or authorized representative, in the child's file.

10. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR. CONTRACTOR makes the following representations and warranties to COMMISSION. These representations and warranties are ongoing and CONTRACTOR shall advise ADMINISTRATOR in writing if there is any change pertaining to any matters set forth or referenced in the following Subparagraphs 10.1 through 10.6, inclusive.

10.1 No Conflict. To the best of CONTRACTOR's knowledge, participation by public officials of CONTRACTOR entity in the negotiation, consideration and action on this Agreement and CONTRACTOR's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which CONTRACTOR is a party or by which it is bound, nor is there a conflict of interest under the

California Political Reform Act, Government Code Section 81000, *et seq.* and Section 87100, *et seq.* or Government Code Section 1090, *et seq.*

10.1.1 CONTRACTOR agrees that no officer, employee, agent or assignee of COMMISSION having direct or indirect control of any monies allocated by COMMISSION, inclusive of the subject funds, shall serve as an officer or director of CONTRACTOR without the express written acknowledgement of COMMISSION.

10.1.2 Further, any conflict or potential conflict of interest of any public official of CONTRACTOR shall be fully disclosed in writing prior to the execution of this Agreement and shall be attached to and become a part of this Agreement.

10.2 No Bankruptcy. CONTRACTOR is not the subject of any current or threatened bankruptcy.

10.3 No Pending Legal Proceedings. CONTRACTOR is not the subject of a current or threatened litigation that would or may materially affect CONTRACTOR's performance under this Agreement.

10.4 Application Veracity. All provisions of and information provided in CONTRACTOR's application for funding submitted to COMMISSION including exhibits are true and correct in all material respects.

10.5 No Pending Investigation. CONTRACTOR is not aware that it is the subject of any current or threatened criminal or civil action investigation by any public agency, including without limitation a police agency or prosecuting authority, related, directly or indirectly, to the provision of Services under this Agreement.

10.6 Licenses, Permits, and Standards. CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, any local jurisdiction in which it may do business and/or provide Services, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR shall only contract with Subcontractors that are duly licensed, insured, and qualified to provide Services under this Agreement, as applicable. Further, CONTRACTOR warrants that its employees, agents, contractors, and Subcontractors shall conduct themselves in compliance with the laws and licensure requirements including, without limitation, compliance with laws applicable to non discrimination, sexual harassment, and ethical behavior.

10.6.1 Failure to Obtain or Maintain Licenses. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any of the permits, licenses, approvals, certificates, waivers and exemptions. The inability shall be cause for termination of this Agreement by COMMISSION or ADMINISTRATOR.

11. [Intentionally Omitted]

12. CONFIDENTIALITY. CONTRACTOR and COMMISSION shall maintain the confidentiality of all records, including any hard copies, and/or electronic or computer based data, and/or audio and/or video recordings, in accordance with all applicable state and federal codes and regulations relating to privacy and confidentiality, and with COMMISSION's adopted Confidentiality and Data Sharing Protocol relating to privacy and confidentiality, as each now exists or may be amended after the Date of Agreement.

12.1 CONTRACTOR Obligation

12.1.1 All records and information concerning any and all persons referred to CONTRACTOR by COMMISSION or COMMISSION's designee shall be considered and kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and volunteers.

12.1.2 CONTRACTOR shall require its employees, agents and volunteers to sign an acknowledgement or other certification which certifies that they will keep the identities and any information with respect to any and all service recipients of CONTRACTOR related to services authorized under this Agreement confidential except as may be required to provide Services under this Agreement to comply with any reporting and auditing requirements specified in this Agreement, and any other information required by COMMISSION in the administration of this Agreement, and as otherwise permitted by law.

12.1.3 CONTRACTOR agrees that any and all approved subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

12.1.4 CONTRACTOR shall inform all of its employees, agents, subcontractors, volunteers and partners of this provision that any person knowingly and intentionally violating the provisions of federal, state or local confidentiality laws may be guilty of a crime and/or subject to civil action.

12.2 COMMISSION Obligation. COMMISSION shall maintain the confidentiality of patient or service recipient records made available pursuant to this Agreement in accordance with all provisions of the law, and regulations promulgated in implementation of these laws, relating to privacy and confidentiality, and the customary standards and practices of government third-party payors. CONTRACTOR acknowledges confidentiality may be limited by public records and freedom of information laws.

12.3 Authorized Data Sharing. The provisions of Subparagraphs 12.1.1, 12.1.2, 12.1.3 and 12.1.4 are not applicable to authorized data sharing pursuant to COMMISSION funded projects and/or as permitted by law.

13. INTERPRETATION OF CONTRACT REQUIREMENTS. If either party or the parties together identify a term or provision under this Agreement which is subject to interpretation or requires clarification or additional direction, the interpretation issue shall be identified in writing by either party and submitted to the other party, then CONTRACTOR's representative(s) and ADMINISTRATOR shall meet and seek to resolve the interpretation issue to the mutual satisfaction of the parties. In this regard, ADMINISTRATOR is vested with the right to issue interpretation(s) and waiver(s) and modification(s) to the terms and provisions of this Agreement so long as the interpretation(s) and waiver(s) and modification(s) does/do not substantively or materially amend or modify this Agreement. If the interpretation issue is not or cannot be disposed of within a reasonable period of time between CONTRACTOR's representative(s) and ADMINISTRATOR, or other staff designee, the matter may be brought to the attention of COMMISSION, as elected by the ADMINISTRATOR. If consensus cannot be reached through this application, either party may assert its other rights and remedies within this Agreement or within a court of competent jurisdiction. COMMISSION and CONTRACTOR agree that, in the event of an interpretation issue, they will continue without delay to carry out all their responsibilities under this Agreement that are not affected by the issue.

14. REPORTING REQUIREMENTS

14.1 Reports. Separate from any separate reports specified in the Project Summary, Exhibit A, or the Work Plan, Exhibit A-1, CONTRACTOR shall prepare and submit to

ADMINISTRATOR -reports concerning the performance of the Services required by this Agreement and any other reports as ADMINISTRATOR may reasonably require.

14.2 Ancillary Reporting Requirement Related to Enforcement of Child Support Obligations.

14.2.1 County Requirements. In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:

(a) in the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address;

(b) in the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

(c) a certification that CONTRACTOR has fully complied with all applicable Federal and State reporting requirements regarding its employees; or

(d) a certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

14.2.2 Failure to Comply Breach. The failure of CONTRACTOR to timely submit the data or certifications required by Subparagraphs (a), (b), (c), or (d), or to comply with all federal and state employee reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and failure to cure the breach within sixty (60) calendar days of written notice from the County of Orange (or COMMISSION) shall constitute grounds for termination of this Agreement.

14.2.3 Use of Data Solely for Government Enforcement of Child Support Orders. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

15. AUDITS. CONTRACTOR shall prepare and maintain adequate records of its performance under this Agreement in sufficient detail to permit an evaluation of the work and Services and an audit of records as described in this Agreement.

15.1 Fiscal Audit of Contract. CONTRACTOR shall employ an independent, licensed Certified Public Accountant ("CPA") who shall prepare and file with ADMINISTRATOR a "Fiscal Audit" of this Agreement that shall include a review of the invoices submitted and paid for the reasonable cost of Services under this Agreement and a sampling (test) of the supporting documentation.

15.1.1 Multi-Year Funding. For multi-year funding agreements there shall be a Fiscal Audit completed for each year, and each annual Fiscal Audit shall become due sixty (60) days after the anniversary date of the Date of this Agreement, with the final Fiscal Audit due sixty (60) days from the end of the term of the Agreement or earlier date of termination of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree via email to extend the date by which each Fiscal Audit is due.

15.1.2 Retention Amount. Upon successful completion of each Fiscal Audit, ADMINISTRATOR shall release the applicable Retention Amount.

15.1.3 Scope of CPA Opinion for Fiscal Audit. CONTRACTOR shall require the CPA who completes each Fiscal Audit to provide an unqualified professional written opinion that states whether the invoices for payment submitted by CONTRACTOR under this Agreement were for actual and reasonably necessary costs and expenses to pay for work performed or goods purchased pursuant to the terms and conditions of this Agreement and that the indirect cost rate applied to staffing for invoices submitted and paid, if any, is in accordance with the requirements of Subparagraph 16.4. CONTRACTOR shall ensure that corrective action is taken with respect to audit exceptions, if any, for lack of internal controls or adequate procedures noted in the Fiscal Audit within six (6) months after issuance of the applicable Fiscal Audit report.

15.2 Retention Amount Withheld Pending Timely and Successful Completion of Each Fiscal Audit. The Retention Amount shall be withheld pending timely and successful completion of each Fiscal Audit described in this Paragraph 15.

15.3 Other and Additional Auditing Authority—Retention of Rights to Audit Performance under Agreement. COMMISSION and ADMINISTRATOR and their authorized representatives, and the State Commission and any of its authorized representatives, reserve all rights and shall have access to any books, documents, papers and records, including medical records, to the extent permitted by law, of CONTRACTOR (and any Subcontractor) which any of them may determine to be pertinent to this Agreement for the purpose of financial monitoring or any audit conducted by an independent CPA concerning CONTRACTOR and its performance under this Agreement (including any Subcontractor.) Further, all the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

15.4 Availability of Records for Auditing Purposes. In the event that CONTRACTOR's corporate headquarters and its financial records are located outside the borders of Orange County, California, then CONTRACTOR shall make available its books and financial records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR for any audit purposes under this Agreement. All CONTRACTOR's books of accounts and records related and applicable to any costs of Services, client fees, charges, billings and revenues received directly or indirectly related to the Services shall be made available at one (1) location within the limits of the County of Orange. All records specified in this Subparagraph 15.4 and maintained pursuant to the terms of this Agreement shall be made available, after appropriate advance notice and during the party's normal business hours, to designated representatives of the Auditor General of the State of California, the State of California Children and Families Commission, an entity independent of the State of California, COMMISSION, an entity independent from the County of Orange, and any other entities as required by State statute or court order. In the event CONTRACTOR does not make available its books and financial records for the Services within the borders of Orange County for the Fiscal Audit, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COMMISSION, or ADMINISTRATOR, or their designee(s) necessary to obtain, review, and audit CONTRACTOR's books and financial records.

15.5 Monitoring. COMMISSION, ADMINISTRATOR, and the State Commission and/or their representatives are authorized to conduct on-site monitoring at their discretion during reasonable times, including the option of unannounced on-site monitoring as elected in the Exhibits. Monitoring activities may also include, but are not limited to, questioning employees (and volunteers) and participants for the subject Services and entering any premises or any site in which any of the Services funded by this Agreement are conducted or in which any of the records of CONTRACTOR (or any Subcontractor) are kept. Nothing in this Agreement shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

16. MAXIMUM PAYMENT OBLIGATION. The "Maximum Payment Obligation" of COMMISSION to CONTRACTOR under this Agreement shall be Five Hundred Twenty Five Thousand One Hundred Dollars (\$525,100) or the actual reasonable cost incurred and paid for performance of the Services, whichever is less.

16.1 Initial Payment. ADMINISTRATOR may, in his/her sole discretion, make an initial payment to CONTRACTOR in an amount(s) not to exceed twenty five percent (25%) of COMMISSION's Maximum Payment Obligation described in Paragraph 16 above, upon receipt of a written request(s) by CONTRACTOR, which request(s) shall be accompanied by the justification as ADMINISTRATOR may require. The initial payment is intended to cover initial costs that are estimated to have been incurred or are expected to be incurred in the performance of Services by CONTRACTOR. ADMINISTRATOR may, in his/her sole discretion, deduct the initial payment(s) from any one or more subsequent payments owed to CONTRACTOR during the term of this Agreement. If, at the end of the term of this Agreement, there is any balance of the initial payment not deducted from subsequent payment requests, CONTRACTOR shall owe and shall immediately refund said monies to COMMISSION.

16.2 Provisional Payment. At ADMINISTRATOR's sole discretion, CONTRACTOR may submit an invoice prior to the beginning of the mutually agreed upon billing period to perform the Services required by this Agreement, and COMMISSION shall pay CONTRACTOR's provisional payment invoice within a reasonable period of time estimated to be thirty (30) days after receipt of a correctly completed invoice. CONTRACTOR shall submit to ADMINISTRATOR a reconciliation of actual costs incurred during the billing period covered by the provisional payment no later than ninety (90) days after the provisional payment invoice is submitted or within thirty (30) days of the end date of this Agreement, whichever is earlier. Any overpayment resulting from a Provisional Payment(s) and subsequent reconciliation of actual cost incurred for the period shall be deducted from subsequent invoices submitted by CONTRACTOR; or, repaid by CONTRACTOR to COMMISSION in accordance with the provisions of Paragraph 17 below.

16.3 Billing/Payment Interval. COMMISSION shall pay CONTRACTOR installment payments monthly or quarterly in arrears, at ADMINISTRATOR's sole discretion, for actual reasonable costs incurred and paid by CONTRACTOR to perform the Services required by this Agreement in accordance with the amounts and categories specified in the Project Budget, Exhibit B, for the Services; provided, however, that payments for each line item shall not exceed the amount specified, and provided however, ADMINISTRATOR may approve adjustments of the amount set forth within each line item, so long as the total of all amounts within all line items, as adjusted, shall not exceed COMMISSION's Maximum Payment Obligation. Notwithstanding the monthly or quarterly installment payments and exclusive of the initial payment and/or the provisional payment (if any), an amount equal to ten percent (10%) of each monthly or quarterly invoice shall be withheld by COMMISSION through ADMINISTRATOR as the Retention Amount (defined in Subparagraph 16.6 below) pending the timely and successful completion of each Fiscal Audit as more fully described above in Paragraph 15. The total of all installment payments and provisional payments shall not exceed COMMISSION's Maximum Payment Obligation.

16.4 Indirect Cost Rate. Notwithstanding anything to the contrary, CONTRACTOR's indirect cost rate shall in no event exceed ten percent (10%) of the applicable funding under this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree to an annual increase or decrease of the indirect cost rate listed in Exhibit B (Budget) to this Agreement based on a review of the State of California Department of Education independently assigned indirect cost rate(s), provided that COMMISSION's Maximum Payment Obligation in this Agreement does not increase as a result.

16.5 Invoices. CONTRACTOR shall submit completed invoices monthly or quarterly upon a form approved or supplied by ADMINISTRATOR.

16.5.1 Each monthly or quarterly invoice shall be submitted with an express written certification by CONTRACTOR representing and affirming to COMMISSION the following: (1) CONTRACTOR has and maintains accurate records evidencing the requested quarterly payment, including without limitation the following: (a) original invoice(s), (b) original and/or true copies of source documents including, *inter alia*, statement of work performed, itemized on a monthly basis, general ledgers, supporting journals, time sheets, invoices, canceled checks (if received) or bank statements, receipts, and receiving records, and (c) originals and/or true copies of other receipts, agreement(s), or other documentation supporting and evidencing how the funds have been expended during the applicable quarter; provided however, for the first monthly or quarterly payment ADMINISTRATOR in his/her sole discretion may consider and approve an invoice from CONTRACTOR that includes reimbursement of CONTRACTOR expenses incurred prior to the Date of Agreement, as more fully set forth in the Project Budget, Exhibit B; and (2) the Services provided during the preceding quarter (or other period for which payment is requested) have not and do not supplant existing services but in fact enhance or establish new services to Orange County's prenatal through age five children.

16.5.2 CONTRACTOR shall maintain, at CONTRACTOR's facility, source documentation for all invoices including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

16.5.3 COMMISSION shall exercise reasonable efforts to cause the monthly or quarterly installment payments to be released within a reasonable time period from submittal of a complete invoice and current compliance with quarterly reporting obligations of Paragraphs 14 and 19, approximately thirty (30) days after receipt of the invoice.

16.6 Retention Amount. CONTRACTOR expressly acknowledges and agrees that an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services ("Retention Amount") shall be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 15. At ADMINISTRATOR's sole discretion, in place of an amount equal to ten percent (10%) of each monthly or quarterly invoice attributable and allocable to Services withheld pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 15, CONTRACTOR's entire final monthly or quarterly invoice may be withheld as the Retention Amount.

16.7 Final Invoice/Settlement. With the exception of the Retention Amount payment which may occur after the following date, any and all final invoices for Services must be received by ADMINISTRATOR no later than sixty (60) days after the end of the term of this Agreement or sixty (60) days from the date of the earlier termination under this Agreement. Invoices for Services received after this date and time may not be processed for payment or reimbursed. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the date upon which the final invoice must be received.

16.8 Source of Funding Limited to COMMISSION Funding. CONTRACTOR knowingly and expressly acknowledges and agrees that the sole source of funding provided and to be provided pursuant to this Agreement is and shall only be from monies allocated, received, and available to COMMISSION from the surcharges, taxes, and revenues collected and allocated to COMMISSION through the provisions of the Act. To the extent, if at all, any or all provisions of the Act are found invalid, stayed, tolled, or are modified by litigation, subsequent initiative, or

legislation, and the funding provided for under this Agreement is affected, then COMMISSION is and shall be relieved of obligations under this Agreement, or this Agreement shall be modified and/or amended to conform to the changes, if any, to the Act, as elected by COMMISSION. If COMMISSION is not allocated and/or does not receive adequate funding for its performance under this Agreement, then COMMISSION shall be relieved of obligations under this Agreement, or this Agreement shall be amended to conform to the changes, if any, in funding allocations or changes, if any, to the Act, as elected by COMMISSION.

16.9 Leveraging Funds. CONTRACTOR is encouraged to secure State and Federal funds including but not limited to those State of California programs known to both parties as MediCal Administrative Activities (MAA) and/or Targeted Case Management (TCM) in which COMMISSION funds may be identified and used as a required eligible funding source to draw down such funds as available. CONTRACTOR agrees that any such funds received as the result of leveraging efforts shall be utilized to provide additional services under this Agreement or any future COMMISSION Agreement for substantially the same services. CONTRACTOR shall comply with the provisions of this Agreement in the delivery of any such services including the reporting requirements of this Agreement.

16.10 PROGRAM FEES

16.10.1 The parties agree that the following guidelines apply in the event fees of any amount are charged by CONTRACTOR to COMMISSION's target population of Orange County's children 0-5 and their families (program participants) for any service(s) provided under this Agreement.

16.10.2 CONTRACTOR shall not charge fees to COMMISSION's program participants prior to obtaining ADMINISTRATOR's acknowledgement in writing.

16.10.3 CONTRACTOR shall advise each COMMISSION program participant that fees may be charged and shall notify the program participant of any such fees prior to rendering services.

16.10.4 CONTRACTOR shall advise each COMMISSION program participant that all fees will be waived if the participant indicates an inability to pay and CONTRACTOR shall waive all fees if the program participant is unable to pay.

16.10.5 CONTRACTOR shall not deny services to any COMMISSION program participant for any reason, including program participant's inability to pay for services.

16.10.6 A full accounting of all fees charged and collected shall be documented by CONTRACTOR and shall be provided to ADMINISTRATOR upon request. At no time is CONTRACTOR permitted to collect fees for any purpose other than to continually provide services identified in this Agreement.

16.10.7 All fees collected shall be fully accounted for and included in CONTRACTOR's Fiscal Audit as described in Paragraph 15.1 of this Agreement.

17. OVERPAYMENTS. Any payment(s) made by COMMISSION to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be immediately due to COMMISSION and repaid by CONTRACTOR. In this regard, CONTRACTOR shall make repayment on any overpayment within thirty (30) days after the date COMMISSION or ADMINISTRATOR requests the repayment in writing. CONTRACTOR agrees to pay all fees and costs, including attorneys' fees, incurred by COMMISSION necessary to enforce the provisions set forth in this Agreement.

17.1 Offset Permitted. In the event an overpayment has been made or exists, ADMINISTRATOR may reconcile and offset the amount of the overpayment against the next installment payment due or against the final invoice amount due and to be paid, as elected in the sole discretion of ADMINISTRATOR. In the event the overpayment exceeds the final payment, the amount is immediately due and payable and CONTRACTOR shall pay COMMISSION the sum within five (5) days of written notice from ADMINISTRATOR. Nothing in this Agreement shall be construed as limiting the remedies of COMMISSION in the event that an overpayment has been made.

17.2 Offset Permitted under Subsequent Renewal or Other Pending Contract. COMMISSION's Strategic Plan is implemented through funding of various initiatives and certain contractors/funding recipients are and have been awarded multiple or renewed funding for services related and/or comparable to the Services provided under this Agreement. CONTRACTOR agrees that if this Agreement is either (i) a renewal contract related to a prior funding contract to CONTRACTOR for services comparable to the Services, or (ii) CONTRACTOR has one or more other contracts pending with COMMISSION with term or terms concurrent in whole or in part with this Agreement, then in the event an overpayment has been made or exists under this Agreement ADMINISTRATOR may reconcile and offset the amount of the overpayment against monies payable under the renewal contract or other contract pending with COMMISSION.

18. RECORDS

18.1 Maintain Complete Books and Records. CONTRACTOR shall keep the books and records as shall be necessary relating to the Services so as to enable ADMINISTRATOR to evaluate the cost and the performance under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with Generally Accepted Accounting Principles (GAAP). ADMINISTRATOR, COMMISSION, and their staff, general legal counsel, and other COMMISSION consultants (as approved by ADMINISTRATOR) shall have full and free access to all books and records of CONTRACTOR (and any Subcontractor), pertinent to this Agreement, at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from the records.

18.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records of its business operations and in particular all records related to the Services. Financial records shall be retained by CONTRACTOR for a minimum of three (3) years from the date of payment on the final invoice submitted by CONTRACTOR to ADMINISTRATOR under this Agreement or three (3) years after all pending audits are completed, whichever is *later*.

18.2 Separation of Accounts. All funds received by CONTRACTOR from COMMISSION pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with record keeping of the accounts maintained pursuant to reasonable and prudent business practices. CONTRACTOR is not required to maintain separate depository accounts for funds; provided however, CONTRACTOR must be able to account for receipt, obligation and expenditure of all COMMISSION funds.

18.3 Form of Records. CONTRACTOR may retain records in any reasonable and customary format and/or form as mutually determined in writing between CONTRACTOR and ADMINISTRATOR. The following forms of records are acceptable and preapproved between the parties:

- (a) original hard copies;

(b) information may be saved/retained electronically in a readily retrievable basis through a Microsoft Word™ 97 or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California;

(c) financial data and other spreadsheet information may be saved/retained electronically in a readily retrievable basis through a Microsoft Excel™ or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California; or

(d) microfilm or microfiche.

18.4 Release of Records. The records of Services, data, surveys, drawings, specifications, reports, records, documents, evaluation reports and other materials prepared by CONTRACTOR in the performance under this Agreement shall not be released publicly without the prior written approval of ADMINISTRATOR or as required by law. CONTRACTOR shall not disclose to any other private entity or person any information regarding the activities of COMMISSION, except as required by law or as authorized by ADMINISTRATOR. Further, COMMISSION and CONTRACTOR acknowledge and agree that the nature of the Services performed by CONTRACTOR under this Agreement is subject to specific statutory requirements of the Act. The parties agree to fully comply with applicable laws and regulations.

18.5 Ownership of Records. Specialized methodology, formulae, software programs of CONTRACTOR and other intellectual processes which have been specifically designed and developed by CONTRACTOR and which were not funded by or assisted in the development by COMMISSION or its agents which shall be deemed proprietary in nature and shall be and remain the proprietary property of CONTRACTOR. All other documents, information, software, and intellectual property and records, including without limitation, the originals of all drawings, specifications, reports, records, data, surveys, documents and other materials, whether in hard copy or electronic form, which are prepared by CONTRACTOR, its employees, Subcontractors and agents in the performance of this Agreement, are shall be and remain the property of COMMISSION and shall be delivered to ADMINISTRATOR, as appropriate, upon the termination of this Agreement or upon the earlier request of ADMINISTRATOR. CONTRACTOR shall have no right to further contracts, additional employment or employees, or additional compensation of whatever kind or nature as a result of the exercise by COMMISSION of its full rights of ownership of the documents and materials under this Agreement. CONTRACTOR may retain copies of the documents and materials for its own use, but shall not enter into any contract or license for use or for payment of the documents. CONTRACTOR shall cause each Subcontractor, if any, to assign to COMMISSION any documents or materials prepared by it, and in the event CONTRACTOR fails to secure the assignment, CONTRACTOR shall indemnify COMMISSION for all damages suffered by the failure to obtain the assignment. COMMISSION agrees that, if necessary, it will undertake reasonable and appropriate steps to maintain the proprietary nature of CONTRACTOR's proprietary property, except as may be required by applicable laws.

18.6 Inspection and Access to Records. ADMINISTRATOR and any authorized COMMISSION representatives, any authorized representatives of the State of California, and/or First 5 California shall have access to CONTRACTOR's records for the purpose of monitoring performance and provision of the Services pursuant to this Agreement. CONTRACTOR shall make available its records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR. In the event CONTRACTOR does not make available its records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable

direct and indirect expenses incurred by COMMISSION or COMMISSION's designee(s) necessary to obtain CONTRACTOR's records.

19. CONTRACTOR OBLIGATION TO PROVIDE DATA FOR COMMISSION'S EVALUATION AND CONTRACTS MANAGEMENT SYSTEM. CONTRACTOR acknowledges and agrees the Services funded by COMMISSION through this Agreement are part of a larger Strategic Plan which has as its primary focus and objective to ensure the overall physical, social, emotional, and intellectual health of children from the prenatal stage through age five. CONTRACTOR acknowledges that COMMISSION has retained the services of a qualified information technology contractor to create, operate, and maintain an evaluation and contracts management system relating to the programs and services provided by each and all of COMMISSION's funding recipients/service providers in order to gather and analyze data and create a reporting and outcomes system about all COMMISSION activities, programs and services provided by and through COMMISSION to the target population of prenatal through age five children in Orange County.

19.1 Evaluation and Contracts Management System. COMMISSION projects and all services funded by COMMISSION, including the Services under this Agreement, will collectively track service data related to client outcomes about Orange County children from prenatal through age five in furtherance of the goals and objectives of COMMISSION's Strategic Plan adopted pursuant to the Act. The process by which data is gathered and shared shall be through COMMISSION's internet-based evaluation and contracts management system. At the Date of Agreement, COMMISSION's designated contractor/consultant for the evaluation and contracts management system is Mosaic Network, Inc. ("Mosaic"). Pursuant to an agreement between Mosaic and COMMISSION, Mosaic acts as an Application Service Provider ("ASP") on behalf of COMMISSION and its contractors/funding recipients, including CONTRACTOR, with respect to all Services-related data (and all other COMMISSION funded projects.) Through this separate contract, Mosaic has created and operates, and will continue to operate and maintain, the evaluation and contracts management system relating to all COMMISSION projects.

19.1.1 CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contracts management system in its performance under this Agreement (and the performance of all other COMMISSION contractors/funding recipients under separate agreements) there may be individual client shared core data elements. It is the responsibility of each funding recipient, including CONTRACTOR, to participate in the evaluation and contracts management system using confidentiality and consent protocols approved by COMMISSION. CONTRACTOR agrees it shall cooperate with COMMISSION, ADMINISTRATOR, and Mosaic (or other information technology contractors); it shall provide data to Mosaic; and it shall utilize the evaluation and contracts management system (or other data system, as elected by COMMISSION and its ADMINISTRATOR in their sole discretion) for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all services provided by CONTRACTOR and each and all of COMMISSION's funding recipients. The level of participation with the evaluation and contracts management system required by CONTRACTOR shall be determined by ADMINISTRATOR.

19.1.2 CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contracts management system in its performance under this Agreement (and the performance of all other COMMISSION contractors/funding recipients under separate agreements) there shall be project level reporting to COMMISSION with respect to CONTRACTOR's work plan through the evaluation and contracts management system'

Administrative Management Module (“AMM”), and in some instances also through the evaluation and contracts management system Client Level Data Module (“CLDM”), as set forth in the Work Plan, Exhibit A-1. CONTRACTOR agrees to participate in AMM, and if applicable to the Services to CLDM, and to cooperate with COMMISSION, ADMINISTRATOR, and Mosaic (or other information technology contractor(s)); and provide data to Mosaic, utilize the AMM, , and if applicable to the Services to CLDM, for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all Services provided by CONTRACTOR and each and all of COMMISSION’s funding recipients.

19.2 Confidentiality. Nothing in the above provisions relating to collection and reporting to the evaluation and contracts management system shall require CONTRACTOR to release or disclose confidential health data or other patient identification which is expressly protected from disclosure by applicable Federal and State laws; provided however, any applicable exception set forth in applicable Federal or State laws which permits disclosure by CONTRACTOR to COMMISSION (through ADMINISTRATOR) of health or other data shall require disclosure by CONTRACTOR to COMMISSION and ADMINISTRATOR in order to input to the evaluation and contracts management system. COMMISSION advises CONTRACTOR that by the separate agreement between Mosaic and COMMISSION, Mosaic is required to, and shall, maintain the confidentiality of all evaluation and contracts management system data in accordance with all applicable California and Federal codes and regulations relating to confidentiality, privacy, and/or security standards of patient records and other health care information, as they now exist or may be enacted or be amended after the Date of Agreement.

20. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS. To the extent any intellectual property, tangible or intangible, is developed, created, or modified with the monies provided by COMMISSION under this Agreement, or is otherwise separately funded by COMMISSION under other projects, programs, contracts, or agreements and utilized by CONTRACTOR under this Agreement, COMMISSION does and shall own all right, title and interest (including patent rights, copyrights, trade secret rights, and other intellectual property rights throughout the world) relating to any and all these inventions (whether or not patentable), works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by CONTRACTOR pursuant to the scope of Services provided by CONTRACTOR to COMMISSION under this Agreement (collectively the “Inventions”). CONTRACTOR agrees it shall promptly disclose all Inventions to COMMISSION. CONTRACTOR agrees to make all assignments and execute the legal documents necessary to accomplish this ownership and control for the benefit of COMMISSION. CONTRACTOR shall further assist COMMISSION, at COMMISSION’s expense, to further evidence, record, and perfect the assignments and documentation, and to perfect, obtain, maintain, enforce, and defend any rights relating to the Inventions. CONTRACTOR irrevocably designates and appoints COMMISSION as its agent to lawfully perfect ownership and control of the Inventions (and if legally required for force and effect in order to perfect the ownership and control of the Inventions as its attorney-in-fact). As agent, COMMISSION may act for and on CONTRACTOR’s behalf to execute and file any document and to do all other lawfully permitted and required acts to effect the ownership and control of the Inventions. If CONTRACTOR uses, provides, or discloses any of the Inventions when acting within the scope of CONTRACTOR’s performance of Services or otherwise on behalf of COMMISSION, COMMISSION will have and CONTRACTOR grants COMMISSION a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exercise all rights to the Inventions. ,

21. COPYRIGHT ACCESS. COMMISSION, the County of Orange, and the State of California shall have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use now and continuing, all material and work product (both tangible and intangible), if any, developed under this Agreement including those materials covered by copyright.

22. NOTICES

22.1 Method and Form of Notice. Unless otherwise specified, all formal notices, invoices, claims, correspondence, or reports shall be addressed as follows:

COMMISSION: Children and Families Commission of Orange County
Director of Contracts Administration
17320 Redhill, Suite 200
Irvine, CA 92614

CONTRACTOR: See Exhibit A

All notices shall be deemed effective when in writing and personally delivered or deposited in the United States mail, express, priority, or first class, postage prepaid and addressed as above. Any notices addressed in any other fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.

22.2 Advisory Notices Required. Notwithstanding the provisions of this Agreement relating to Claims, CONTRACTOR shall notify COMMISSION, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which may expose COMMISSION to liability. These occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COMMISSION property in possession of CONTRACTOR.

23. RIGHTS OF TERMINATION

23.1 Termination Without Cause by Either Party Prior to Expiration of Term. This Subparagraph 23.1 shall govern termination of this Agreement by either party without cause. Termination for cause shall be governed by Subparagraph 23.2 and the default provisions of this Agreement.

23.1.1 COMMISSION and CONTRACTOR each reserve the right to terminate this Agreement at any time, without cause, upon fifteen (15) days' written notice to the other party. Upon receipt of a notice of termination without cause, CONTRACTOR shall immediately cease performance under this Agreement, including all Services, except the Services that may be specifically approved and delineated by ADMINISTRATOR. CONTRACTOR shall be entitled to compensation for that part of the Services, if any, rendered prior to receipt of the notice of termination and for the part of the Services, if any, authorized by ADMINISTRATOR after the notice in accordance with the Project Budget, Exhibit B, or other arrangement for compensation as may be approved by the ADMINISTRATOR in writing.

23.2 Termination for Cause Due to Default of CONTRACTOR. COMMISSION reserves the express right to terminate this Agreement for cause due to the default (as defined in Paragraph 24) by CONTRACTOR in its performance obligations under this Agreement. COMMISSION may in any notice of default advise CONTRACTOR it also intends to terminate the Agreement for cause. The notice of default from COMMISSION shall advise CONTRACTOR if COMMISSION intends to elect to terminate the Agreement and in this event CONTRACTOR shall immediately cease performance and provision of Services as of the date the notice of default is

received or deemed received, whichever is earlier. In the event of termination, COMMISSION may, but is not required, to take over the work and prosecute the same to completion by contract or otherwise. Also, in the event of termination for cause, CONTRACTOR shall be liable to the extent that the total cost for completion of the Services required by this Agreement exceeds the compensation stipulated in this Agreement (provided that COMMISSION shall use reasonable efforts to mitigate damages), and COMMISSION expressly reserves the right to withhold any outstanding payments to CONTRACTOR for the purpose of set off or partial payment of the amounts owed COMMISSION as previously set forth in this Agreement.

24. DEFAULT

24.1 Default by CONTRACTOR. Failure by CONTRACTOR to perform and/or comply with any provision, covenant, or condition of this Agreement shall be a default of this Agreement. In the event of default ADMINISTRATOR, in his/her sole discretion, may avail on behalf of COMMISSION (or COMMISSION may avail itself) of any remedies available at law, in equity, or otherwise specified in this Agreement (including immediate termination for cause as set forth above in Subparagraph 23.2 above) and may elect any of the following:

24.1.1 Afford CONTRACTOR a time period of fifteen (15) days from the date notice is mailed to cure the default, or to commence to cure the breach and diligently pursue to completion the cure of the breach within thirty (30) days of date notice is mailed; and/or

24.1.2 Discontinue payment and eligibility for payment to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which payment may not be entitled to later recovery; and/or

24.1.3 Offset against any funds invoiced by CONTRACTOR but yet unpaid by COMMISSION those monies disallowed pursuant to the above offset authority; and/or

24.1.4 Withhold from any monies payable to CONTRACTOR sufficient funds to compensate COMMISSION for any losses, costs, liabilities or damages it reasonably believes were suffered by or have been incurred by COMMISSION due to the default of CONTRACTOR in the performance of the Services required by this Agreement.

25. REVERSION OF ASSETS

25.1 Unencumbered or Unexpended Funds. Upon the termination or expiration of the term of this Agreement, CONTRACTOR shall transfer to COMMISSION any unexpended and unencumbered COMMISSION funds on hand at the time of the termination or expiration and any accounts receivable attributable to the use of subject funds.

25.2 Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR's control or ownership that was acquired or improved in whole or in part with COMMISSION funds disbursed under this Agreement, the original cost of the property exceeded five thousand dollars (\$5,000) shall either be, at the election of ADMINISTRATOR: (1) used by CONTRACTOR for the Services or comparable services meeting the purposes of the Act and Strategic Plan for a period of five (5) years after termination or expiration of this Agreement, unless a longer period is specified in the Project Summary, Exhibit A; or (2) disposed of and proceeds paid to COMMISSION in a manner that results in COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR's out of pocket expenditures using non-Commission funds for acquisition of, or improvements to, the real or personal property and less any direct and

reasonable costs of disposition, including a reasonable and customary broker's fee incurred in listing and completion of sale of the asset.

25.2.1 In furtherance of the above provisions, if ADMINISTRATOR selects continued use of the capital asset, then CONTRACTOR agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. This covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

25.2.2 In the event ADMINISTRATOR selects disposition of the subject real or personal property, then CONTRACTOR shall exercise due diligence to dispose of the property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of the disposition shall be disbursed directly to and be payable to COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with UCC requirements.

26. COUNTERPARTS. This Agreement may be executed in several counterparts, all of which shall constitute but one and the same instrument. Faxed and/or electronically scanned signatures shall have the same force and effect as an original signature.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS, COMMISSION and CONTRACTOR have executed this Agreement in the County of Orange, State of California.

CHILDREN AND FAMILIES
COMMISSION OF ORANGE COUNTY,
a public body and legal public entity

Dated: 1/27/12

By: Andrea Garvey
Chair

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF COMMISSION

By: Michelle Bloom
~~DARLENE J. BLOOM~~ Susan Novak
Interim Clerk of COMMISSION

Dated: 1/27/12

APPROVED AS TO FORM:

WOODRUFFE, SPRADLIN & SMART

By: Terry C. Andrus
Terry C. Andrus, Commission Counsel

[Signature block for CONTRACTOR on next page.]

[Signature block continued from previous page.]

CAPISTRANO UNIFIED SCHOOL DISTRICT, a
California public school district, organized and
existing under the laws of the State of California

Dated: 1/17/12

By: Joseph M. Farley
Dr. Joseph M. Farley, Superintendent

EXHIBIT A

TO CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

PROJECT SUMMARY

Capistrano Unified School District
Agreement # FCI-SD-04
School District Services
Term: July 1, 2011 – June 30, 2012

1. FUNDING RECIPIENT

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

District Contacts:

EL Specialist: Carole Browne, Supervisor, 949-234-9219, cbrowne@capousd.org
District School Readiness Nurse: Mary Cope, 949-489-7278, mscope@capousd.org

Work Plan and Data Entry:

Carole Browne, Supervisor, 949-234-9219, cbrowne@capousd.org
Mary Cope, 949-489-7278, mscope@capousd.org

Invoices/Documentation: Carole Browne, Supervisor, 949-234-9219, cbrowne@capousd.org

Designated Level of Data Reporting: **AMM and CLDM**

Signatory: Dr. Joseph M. Farley, Superintendent

2. BACKGROUND

The Commission has invested in school readiness since 2000 to provide early care and education opportunities to meet critically important early childhood development needs and maximize potential and success in school; and, since 2004 the Commission has invested in the School Nurse Initiative to provide direct nursing care to ensure healthy and safe school environments, and promote community involvement in children's health services for all Orange County's children through age five (5).

3. PURPOSE AND SCOPES OF WORK

CONTRACTOR shall provide component Services described in Exhibit A to achieve the outcomes described in the Work Plan, Exhibit A-1, within the funding limitations of the Project Budget, Exhibit B, and the staffing described in Attachment 1 to Exhibit B. In each component, CONTRACTOR shall:

3.1 EARLY LEARNING SPECIALIST

3.1.1 Provide services through 2.00 Full Time Equivalent (FTE) Early Learning Specialists (ELS) as described in Attachment 1 to Exhibit B (the Staffing Table) to this Agreement.

The Parties agree that for purposes of this Agreement, each FTE position equals a minimum of sixteen hundred eighty (1,680) hours per year.

3.1.2 Identify the needs of families in their communities, work with other Early Learning Specialists throughout the county to identify priority needs of families, and develop strategies to help children enter school ready to learn.

3.1.3 Build relationships to ensure communication with outside agencies providing early care and education, early intervention, health, and family support services to children 0 – 5; with parents of children 0 – 5 not yet participating in their local school district’s activities; and with district early primary teaching staff.

3.1.4 Support implementation of promising practices related to math and language literacy.

3.1.5 Implement early intervention services to address speech and language delays prior to school entry.

3.1.6 Address gaps and increase access to school-based health services as needed and appropriate within the local community.

3.1.7 Provide support for the staffing and operation of Learning Link program(s) as needed and appropriate within the local community.

3.1.8 Provide school readiness information and materials to parents and early education providers through workshops, trainings, and paper or electronic distributions.

3.1.9 Ensure that children with special needs are able to participate in district and community school readiness and early learning programs.

3.1.10 Maintain a protocol for transferring relevant student health and development information between the early care setting and the public school Kindergarten teachers, and capturing pre-school student data into District’s student data collection system.

3.1.11 Participate in topical forums as needed for the purpose of receiving technical assistance, the exchange of information related to best practices, and development of referral resources for future project planning and improvements.

3.1.12 Inform District staff of the COMMISSION’S Early Learning goals and progress.

3.1.13 Strengthen planning linkages, communication, learning and referrals among COMMISSION funded programs, community agencies, and county-wide networks.

3.1.14 Coordinate exchange and distribution of resource information and school readiness materials between the District and local community agencies, COMMISSION, and COMMISSION grantees, to better educate parents regarding available resources that may help them to better prepare their children to enter school healthy and ready to learn.

3.1.15 Coordinate outreach efforts to educate the community regarding best practices for early care, early childhood development issues, available programs and services, district readiness expectations, and Kindergarten Content Standards.

3.1.16 Promote collaboration among and between the kindergarten through grade 12 educational systems and the early care and education community for the purpose of increasing awareness of district expectations, developing a common mechanism for measurement, and supporting the development of optimum transitions from one provider system to the other.

3.1.17 Identify and implement catalytic early learning projects or programs that maximize current funds, improve quality of early care, and promote the sustainability of ongoing early learning programs.

3.1.18 Seek additional funding opportunities for early learning programs.

3.1.19 Participate in the Early Development Index (EDI) at one of the following levels:

3.1.19.1 Planning for future implementation of EDI.

3.1.19.2 Implementing EDI at one or more schools.

3.1.19.3 Incorporating previously collected EDI data and maps into both local and district planning efforts, including plans for continued implementation of EDI.

3.2 DISTRICT SCHOOL READINESS NURSE

3.2.1 Recruit and/or maintain 2.0 Full Time Equivalent (FTE) District School Readiness Nurse positions as identified in Attachment 1 to Exhibit B to this Agreement. The purpose of the District School Readiness Nurses is to expand access to health care for children through age 5 served within district boundaries including special populations, local early care and education providers and children transitioning to religious and private schools. The District School Readiness Nurse shall be knowledgeable in the areas of prevention, early identification and treatment of health problems, disease and disorders; and promoting lifelong health and health practices in children through age 5 and their families within the district boundaries.

3.2.2 Minimum Qualifications: Licensed Registered Nurse with a valid California School Nurse Services Credential or a Licensed Registered Nurse with a Preliminary School Nurse Credential with enrollment in a School Nurse Credential Program, certified in first aid and CPR; knowledgeable of current federal and state laws and regulations regarding the children through age 5 population and health constraints including HIPAA, FERPA, Education Codes, Title 22 regulations, and the Nursing Practice Act.

3.2.3 Use additional funds allocated to each CONTRACTOR for the administrative costs that may be associated with implementing the project, as identified on Exhibit B of this Agreement.

3.2.4 District School Readiness Nurses shall:

3.2.4.1 Regularly assess the needs of families in their communities, meet and work with their district's School Readiness Coordinator and the District Coordinating Nurse on a regular basis; consult with other School Readiness Nurses in local elementary school districts; consult with American Academy of Pediatrics and Public Health Nurses, and offer services to religious and private preschools to identify priority needs of families; and develop strategies to help children enter school healthy and ready to learn.

3.2.4.2 Build relationships to ensure communication with: outside agencies providing health care and early care and education to young children; with parents of young children who have yet to participate in their local school districts, as well as with district early primary teaching staff and relevant project staff.

3.2.4.3 Work within CONTRACTOR's protocols for the implementation of the project.

3.2.4.4 Regularly communicate and document the School Readiness Nurse Expansion project's goals and progress, and participate in training opportunities provided through this Agreement.

Exhibit A

3.2.4.5 Participate in monthly business meetings for the School Readiness Nurse Expansion Project scheduled by CONTRACTOR for the purpose of program planning, technical assistance, sharing of best practices, development of referral resources and identification of resource needs and gaps for future project planning and improvements and implementation of strategies identified in this Agreement.

3.2.4.6 Fulfill activities and submit deliverables by the timeline established by COMMISSION, CONTRACTOR, ADMINISTRATOR and CONTRACTOR'S Superintendent.

3.2.4.7 Prior to the 10th of each month, enter the previous month's project milestone progress into COMMISSION's data reporting and collection system, report in AMM and CDOM levels, and utilize the system to report monthly.

3.2.4.8 Complete additional tasks as identified on Exhibit A-1 to this Agreement.

3.2.5 The Parties agree that a minimum of ninety percent (90%) of CONTRACTOR's Maximum Allocation for School Nurse services as described in Attachment 8A to Agenda Item 1 approved at the May 4, 2011 COMMISSION hearing shall be used exclusively for salary and benefits.

4. ATTACHMENTS TO EXHIBIT B (As applicable)

1. Staffing
2. Direct Project Expenses
3. Subcontractors List

5. WAIVERS/AMENDMENTS TO AGREEMENT

None.

6. Invoicing/Payment Elections.

As of the Date of Agreement, the Parties mutually agree to the following invoicing/payment elections. Notwithstanding anything to the contrary and provided that any modifications to these elections do not alter the overall goals and basic purpose of the Agreement, and provided these modifications do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR and CONTRACTOR may, in accordance with the authority described in Section 2.2 of this Agreement; make future modifications to the following invoicing/payment elections.

6.1 Initial Payment. The Parties do not anticipate an Initial Payment request as described in Paragraph 16.1 of this Agreement.

6.2 Billing/Payment Interval. The Parties agree that the interval for Billing and/or Payment for this Agreement as described in Paragraph 16.3 is quarterly.

6.3 Retention Timing. The Parties agree an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services ("Retention Amount") as described in Paragraph 16.6 shall be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 15 of this Agreement.

EXHIBIT A-1
Work Plan for the period July 1, 2011– June 30, 2012
EARLY LEARNING SPECIALIST

Commission Lead: Cinda Muckenthaler
 Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 9/7/11

Organization / Collaborative Name	Project Name	Work Plan Contact Name	Contact's Phone and Email	Contract Number
Capistrano Unified School District	Early Learning Specialist	Carole Browne	949-234-9219 cbrowne@capousd.org	FCI-SD-04

Project Abstract (a short description of the project):
 Provide early care and education opportunities to meet critically important childhood development needs and maximize potential and success in school.

General GEMS Instructions

- **Monthly service update:** Update ALL services every month whether or not you have provided a service during that month. Enter the number of New Clients, Repeat Clients and Services for each service on your work plan. EXCEPTION for July and August, if your program is closed AND you have provided NO services, you may provide a 2 month update indicating that your program was closed during that period.
- **Update beginning and end date:** For each monthly update, the beginning date is the first day of the month and the end date is the last day of the month; e.g., July 1, 2010 - July 31, 2010.
- **New Clients:** All clients are new starting July 1, 2011.
- **Monthly Service Counts:** Enter aggregate data each month under Monthly Service Counts for children 0-5, parent/guardians and providers. All clients are new starting July 1, 2011; this includes clients who were already in the program prior to July 1. Clients are reported as New in their first month, and are repeated as Repeat in subsequent months.
- **Multiple services updates in one month:** If you are updating a service more than one time in a month, please include a note in the update that this is the second (or third) update and the reason for the multiple updates.

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
C-2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	***OPTIONAL*** HC 2.2.1 Children receive developmental screening using AAP recommended tools (e.g. PEDS, ASQ).(SOW 3.1.6)	Services completed	Children 0-5	75 screening sessions	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided

EXHIBIT A-1
Work Plan for the period July 1, 2011 – June 30, 2012
EARLY LEARNING SPECIALIST

Commission Lead: Cinda Muckenthaler
 Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 9/7/11

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	***OPTIONAL *** HC.2.2.10a Parents receive referrals regarding their child's health and developmental concerns(SOW 3.1.6) <u>Program Notes:</u> Refer child to School Nurse; School Nurse will be responsible for conducting follow up and ensuring that referred services were accessed.	Unit	Client Type	75 parents	7/1/11	6/30/12	Clients: # Parents who receive support regarding their child's abnormal developmental screening conducted in HC.2.2.1. Clients are "new" to this service in month where first receive a referral and repeat in subsequent months for referrals for new health concerns. If providing a new referral for a previously identified developmental concern that was counted as a referral in a previous month, do not count. Focus of this service is needs met. Services: Total # of referrals provided for child's developmental concerns Notes: Brief description of services provided

Goal 2. STRONG FAMILIES

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
SF.2 Children are safe and well cared for	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development	SF.2.2.4a Parents participate in parenting education classes on healthy child development (SOW 3.1.8)	Unit	Client Type	30 classes	7/1/11	6/30/12	Clients: All clients are new to each class provided each month Services: Count the # of Classes (include classes on Nutrition and Physical Activity here) Notes: Describe classes provided

Exhibit A-1
 Page 2 of 15

Children and Families Commission of Orange County
 FCI-SD-04 Capistrano Unified School District

EXHIBIT A-1
Work Plan for the period July 1, 2011– June 30, 2012
EARLY LEARNING SPECIALIST

Commission Lead: Cinda Muckenthaler
 Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 9/7/11

Goal 2. STRONG FAMILIES

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
SF.2 Children are safe and well cared for	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development	***OPTIONAL**** SF.2.2.5 Children receive health education classes (SOW 3.1.6)	Classes	Children 0-5	75 classes	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. Services: Count the # of classes (include classes on Nutrition and Physical Activity here). Notes: Describe classes provided
SF.4 Families have resources to support management and treatment their child's behavioral health needs	Behavioral Health Services	SF.4.1 Reduce gap between children referred for behavioral health conditions and those getting services.	SF.4.1.2 Providers are educated to increase awareness and identification of behavioral health issues for children 0-5. (SOW 3.1.9)	Client contact	Provider	1 provider	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. Services: Total # of providers trained and/or training sessions provided. Notes: Describe services provided

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
EL.1 Children have the developmental skills* to be proficient learners in school	Children being read to by parents/ caregivers	EL.1.1 Increase to 95% the proportion parents who read to their child regularly (3+ times week) (P)	EL.1.1.2.a Parents participate in a program designed to increase the frequency of reading at home (SOW 3.1.4)	Client contact	Parent	350 parents	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of parents multiplied by the number of sessions each attended) Notes: Describe services provided

EXHIBIT A-1
Work Plan for the period July 1, 2011 – June 30, 2012
EARLY LEARNING SPECIALIST

Commission Lead: Cinda Muckenthaler
 Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 9/7/11

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
EL.1 Children have the developmental skills* to be proficient learners in school	Children being read to by parents/ caregivers	EL.1.1 Increase to 95% the proportion of parents who read to their child regularly (3+ times week) (P)	EL.1.1.2.b Children participate in a program designed to increase the frequency of reading at home (SOW 3.1.4)	Client contact	Children 0-5	175 children	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of clients multiplied by the number of sessions each attended) Notes: Describe services provided
EL.1 Children have the developmental skills* to be proficient learners in school	Children being read to by parents/ caregivers	EL.1.2 Increase to 100% the proportion of families with 10+ of books in the home (C)	EL.1.2.1 Books distributed to children (SOW 3.1.4)	Materials distributed	Children 0-5	4000 books	7/1/11	6/30/12	Clients: N/A Services: # of books distributed in month reporting Notes: Brief description of distribution
EL.1 Children have the developmental skills* to be proficient learners in school	Children being read to by parents/ caregivers	EL.1.2 Increase to 100% the proportion of families with 10+ of books in the home (C)	EL.1.2.2 Collect new and used books for distribution (SOW 3.1.4)	Services completed	Program	4000 books collected	7/1/11	6/30/12	Clients: N/A Services: # of books collected in month reporting Notes: Describe where drive held and how many books collected
EL.1 Children have the developmental skills* to be proficient learners in school	Math Proficiency	EL.1.4. 80% of typically developing children are effective learners in numeracy.	EL.1.4.1 Children participating in early math programs (SOW 3.1.4)	Client Contact	Children 0-5	75 children	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of children multiplied by the number of sessions each attended) Notes: Brief description of service provided
EL.1 Children have the developmental skills* to be proficient learners in school	Special needs children in early care and	EL.1.6 Increase the number of children with special needs*	EL.1.6.3a Parents receive speech and language services (SOW 3.1.5)	Client contact	Parents	75 parents	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service.

Exhibit A-1
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EXHIBIT A-1
Work Plan for the period July 1, 2011– June 30, 2012
EARLY LEARNING SPECIALIST

Commission Lead: Cinda Muckenthaler
 Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 9/7/11

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
learners in school	education programs*	who are participating in inclusive early care and education programs.							Services: Total number of client contacts (total # of parents multiplied by the number of sessions each attended) Notes: Describe service provided
EL.1 Children have the developmental skills* be proficient learners in school	Special needs children in early care and education programs*	EL.1.6 Increase the number of children with special needs* who are participating in inclusive early care and education programs.	EL.1.6.3b Children receive speech and language services (SOW 3.1.5)	Client contact	Children 0-5	75 children	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of clients multiplied by the number of sessions each attended) Notes: Describe service provided
EL.1 Children have the developmental skills* be proficient learners in school	Program Quality	EL.1.7 Increase the number and percentage of early care and education programs that meet nationally recognized quality standards (P)	EL.1.7.1 Providers will conduct classroom assessments using an established tool such as ECERS or ELLCO, CLASS, and develop improvement plans, when needed, to improve the quality of existing district and/or community ECE programs (SOW 3.1.15)	Services completed	Provider	45 providers	7/1/11	6/30/12	Clients: # of providers who received this service this month (always new, never repeat) Services: same as # of providers Notes: Describe tools used and where.
EL.1 Children have the developmental skills* to be proficient	Program Quality	EL.1.7 Increase the number and percentage of early	EL.1.7.2 Providers are given resources and early intervention strategies for	Services completed	Provider	250 providers	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service.

EXHIBIT A-1
Work Plan for the period July 1, 2011-- June 30, 2012
EARLY LEARNING SPECIALIST

Commission Lead: Cinda Muckenthaler
 Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 9/7/11

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
learners in school		care and education programs that meet nationally recognized quality standards (P)	appropriate early care and education practices(SOW 3.1.15)						Services: # of providers multiplied by the number of trainings provided Notes: Describe trainings provided and if possible the number of attendees. This service can also be used for trainings attended by this provider
EL.1 Children have the developmental skills* be proficient learners in school	Early Care and Education Availability	EL.1.8 Increase the number of children receiving quality early care and education services so they are better prepared to succeed in school (P)	***OPTIONAL**** EL.1.8.5a Parents participate in a drop-in, family-focused early learning program (i.e., Learning Link)(SOW 3.1.7)	Client contact	Parents	1200 parents	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of clients multiplied by the number of sessions each attended) Notes: Brief description of services provided. In first entry, please describe staffing, hours of operation, number of days open. If information changes, please reflect changes in notes.
EL.1 Children have the developmental skills* to be proficient learners in school	Early Care and Education Availability	EL.1.8 Increase the number of children receiving quality early care and education services so they are better prepared to succeed in school (P)	***OPTIONAL**** EL.1.8.5b Children participate in a drop-in, family-focused early learning program (i.e., Learning Link) (SOW 3.1.7)	Client contact	Children 0-5	700 children	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of clients multiplied by the number of sessions each attended)

EXHIBIT A-1
Work Plan for the period July 1, 2011– June 30, 2012
EARLY LEARNING SPECIALIST

Commission Lead: Cinda Muckenthaler
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Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
EL.2 Schools are ready for children when they enter kindergarten	Transition planning	EL.2.1 All schools in Orange County are prepared for incoming Kindergarten	***OPTIONAL*** EL.2.1.3 Children visit Kindergarten classrooms prior to start of school year (SOW 3.1.16)	Client contact	Children 0-5	1300 children	7/1/11	6/30/12	Notes: Brief description of services provided. In first entry, please describe staffing, hours of operation, number of days open. If information changes, please reflect changes in notes. Clients: # of children visiting classrooms (always new) Services: Same as # of clients Notes: Brief description
									Clients: # of children whose records were transferred Services: Same as # of clients Notes: Brief description
									Clients: Do not report # of clients (enter zeros) Services: # of activities conducted to transfer student records Notes: Brief description
									Clients: Report # of children assessed if implementing EDI Services: # of schools pertaining to EDI participation
EL.2 Schools are ready for children when they enter kindergarten	Transition of records to elementary schools	EL.2.3 100% of children's records are transferred from early care programs to elementary schools (C)	EL.2.3.1 Children's health and development records are transferred to their elementary school prior to entering kindergarten (SOW 3.1.10)	Services completed	Children 0-5	1300 children	7/1/11	6/30/12	Clients: # of children whose records were transferred Services: Same as # of clients Notes: Brief description
									Clients: Do not report # of clients (enter zeros) Services: # of activities conducted to transfer student records Notes: Brief description
EL.2 Schools are ready for children when they enter kindergarten	Transition of records to elementary schools	EL.2.4 100% of children are entered into the district data system (C)	EL.2.4.1 Children's records are entered into the computerized district system prior to entering kindergarten (SOW 3.1.10)	Services completed	Children 0-5	1 activity	7/1/11	6/30/12	Clients: Do not report # of clients (enter zeros) Services: # of activities conducted to transfer student records Notes: Brief description
									Clients: Report # of children assessed if implementing EDI Services: # of schools pertaining to EDI participation
EL.2 Schools are ready for children when they enter kindergarten	Schools participating in the EDI	EL.2.5 Increase the number of districts that participate in administration of the Early Development	EL.2.6.1 Participate in EDI at one of the following levels: planning for future implementation; implementing EDI; or implementing EDI; or	Services completed	Children 0-5	1 school	7/1/11	6/30/12	Clients: Report # of children assessed if implementing EDI Services: # of schools pertaining to EDI participation
									Clients: Report # of children assessed if implementing EDI Services: # of schools pertaining to EDI participation

Exhibit A-1
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EXHIBIT A-1
Work Plan for the period July 1, 2011 – June 30, 2012
EARLY LEARNING SPECIALIST

Commission Lead: Cinda Muckenthaler
 Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 9/7/11

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
EL.3 Parents have the supports that contribute to children's readiness for school success	Parent knowledge of school readiness	Instrument (EDI) to assess children's development at Kindergarten entry EL.3.1 Increase parents' knowledge and involvement in preparing children for school.	EL.3.1.1 Parents receive tools, resources, information and/or training needed to transition their child to school (SOW 3.1.8)	Services completed	Parent	1750 parents	7/1/11	6/30/12	Notes: Brief description of activities Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of clients multiplied by the number contacts each received during the month reported) Notes: Brief description of services provided.

Goal 4. CAPACITY BUILDING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
CB.1 Increase sustainability	Fund development	CB.1.1 Increase funds	CB.1.1.1 Dollar amount raised (SOW 3.1.17)	Dollars	Program	\$15,000	7/1/11	6/30/12	Clients: N/A Services: \$'s received in month reported Notes: Describe fund development efforts. Include brief description of funding source(s) and how \$'s are allocated to the program.
CB.2 Increase access and efficiency, quality and effectiveness	Collaboration and networking	CB.2.2 Improve service delivery through collaboration and networking	CB.2.2.1 Developing partnerships, coordinating and collaborating with other agencies to improve service delivery (Describe activities in notes) (SOW 3.1.13)	Services completed	Program	1 collaboration	7/1/11	6/30/12	Clients: N/A Services: # collaborations developed Notes: Brief description of collaborations and partnerships.

EXHIBIT A-1
Work Plan for the period July 1, 2011 – June 30, 2012
EARLY LEARNING SPECIALIST

Commission Lead: Cinda Muckenthaler
 Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 9/7/11

Goal 4. CAPACITY BUILDING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
CB.2 Increase access and efficiency, quality and effectiveness	Evaluation	CB.2.3 Develop high-quality program evaluations and reporting	CB.2.3.4 Children with special needs served	Client contact	Children 0-5	50 children	7/1/11	6/30/12	Clients: # of clients new in first month of service. No need to report after first month of service for each child. Services: Report each child in first month of service only Notes: Brief description
CB.2 Increase access and efficiency, quality and effectiveness	Service planning and access points	CB.2.4 Conduct service planning activities that improve access and service sustainability	CB.2.4.1 Program will develop a plan that outlines infrastructure, functions and services, and long-term sustainability strategies. (SOW 3.1.17 and 3.1.18)	Services completed	Program	1 plan	7/1/11	6/30/12	Clients: N/A Services: # of plans completed Notes: Describe monthly efforts to achieve goal. When plan completed describe result.
CB.2 Increase access and efficiency, quality and effectiveness	Professional training and development	CB.2.7 Provide training and administrative support to funded programs to ensure quality and results	CB.2.7.3 Provide trainings to build the capacity of the agency to increase quality services. (SOW 3.1.3, 3.1.8, and 3.1.11)	Client contact	Provider	1 training	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number provided during the month reported) Notes: Brief description of services provided.

EXHIBIT A-1
Work Plan for the period July 1, 2011 – June 30, 2012
SCHOOL READINESS NURSE

Commission Lead: Jennifer Burrell
Approved by: Perlee Tobias Trout 5/24/11

Organization / Collaborative Name	Project Name	Work Plan Contact Name	Contact's Phone and Email	Contract Number
Capistrano Unified School District	School Nurse Program	Mary Cope, R.N.	949-489-7278 mscope@capousd.org	FCI-SD-04
School Nurse Contact Information		Mary Cope, R.N.	949-489-7278	mscope@capousd.org

Project Abstract (a short description of the project):

Expand access to health care for children prenatal through age 5 served within district boundaries including special populations, such as teen moms with children prenatal through age 5; homeless families with children prenatal through age 5; local early care and education providers; and children transitioning to all elementary schools, including private religious and private schools.

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data Unit	Client Type	Target #	Start Date	End Date	GEMS Instructions
C.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC 2.2.1 Children receive developmental screening using AAP recommended tools (e.g. PEDS, ASQ).	Services completed	Children 0-5	320 screening sessions	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC.2.2.3 Children receive vision screening	Services completed	Children 0-5	400 screening sessions	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided

EXHIBIT A-1
Work Plan for the period July 1, 2011– June 30, 2012
SCHOOL READINESS NURSE

Commission Lead: Jennifer Burrell
 Approved by: Perlee Tobias Trout 5/24/11

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC.2.2.4 Children receive hearing screening	Services completed	Children 0-5	400 screening sessions	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC.2.2.5 Children receive body composition and stature screening (height, weight, BMI)	Services completed	Children 0-5	400 screening sessions	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC.2.2.6 Children receive health status screening (e.g., asthma, allergies, etc.)	Services completed	Children 0-5	320 screening sessions	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided

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EXHIBIT A-1
Work Plan for the period July 1, 2011– June 30, 2012
SCHOOL READINESS NURSE

Commission Lead: Jennifer Burrell
Approved by: Perlee Tobias Trout 5/24/11

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
to services as appropriate HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage services as appropriate	Developmental screenings/ assessments	needs, and receive appropriate services. (C) HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC.2.2.8 Children receive comprehensive screening (Includes: vision, hearing, height, weight, health, and developmental milestones using PEDS or ASQ)	Services completed	Children 0-5	320 children	7/1/11	6/30/12	Clients: # of children who by the end of the month had received all the listed screens. No repeat clients in this service. Services: # of services is same as # of children. Notes: Brief description.
to services as appropriate HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC.2.2.10a Parents receive referrals regarding their child's health and developmental concerns	Client contact	Parent	100 referrals	7/1/11	6/30/12	Clients: Clients are "new" to this service in the month where they first receive a referral and are repeat in subsequent months for referrals for new health concerns. Do not recount a client if you are re-referring for the same health concern. Services: Total # of referrals provided Notes: Brief description of referrals provided
to services as appropriate HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral,	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision,	HC.2.2.10b Parents are linked to referred services for their child's health & developmental concerns Medical home and	Client contact	Parent	70 linked referrals	7/1/11	6/30/12	Clients: # of clients linked to referred services. Services: Total # of linked referrals.

EXHIBIT A-1
Work Plan for the period July 1, 2011– June 30, 2012
SCHOOL READINESS NURSE

Commission Lead: Jennifer Burrell
 Approved by: Perlee Tobias Trout 5/24/11

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
emotional, and social conditions, and referral and linkage to services as appropriate		hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	health insurance counted in separate services.						
HC.3 Children have and use a regular place for medical and dental care	Health Insurance	HC.3.1 Increase to 100% the number of children with health coverage. (H)	HC.3.1.1 Children are linked with health insurance enrollment	Services completed	Children 0-5	20 children	7/1/11	6/30/12	Notes: Brief description. Clients: # of clients linked to referred services (as a result of this program's efforts). Always new. Services: Total # of linked referrals Notes: Brief description.
3 Children have and use a regular place for medical and dental care	Health Home	HC.3.2 Increase to 100% the proportion of children who have a health care home. (C)	HC.3.2.1 Children are linked to a health care home	Services completed	Children 0-5	20 children	7/1/11	6/30/12	Clients: # of clients linked to referred services (as a result of this program's efforts). Always new. Services: Total # of linked referrals Notes: Brief description.
3 Children have and use a regular place for medical and dental care	Oral Health	HC.3.4 Reduce dental cavities so that the proportion of young children with one or more cavities is no more than 9%. (C)	HC.3.4.2 Children receive a dental screening	Services completed	Children 0-5	400 screening sessions	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided
HC.4 Children grow up healthy	Immunization	HC.4.3 Increase age appropriate immunization levels to at least 95% (C)	HC.4.3.1 Children screened for up to date immunizations	Services completed	Children 0-5	400 screening sessions	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided

Goal 2. STRONG FAMILIES

Exhibit A - 1
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EXHIBIT A-1
Work Plan for the period July 1, 2011– June 30, 2012
SCHOOL READINESS NURSE

Commission Lead: Jennifer Burrell
Approved by: Pertee Tobias Trout 5/24/11

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
SF.2 Children are safe and well cared for.	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development	SF.2.2.3 Office visits to improve knowledge of healthy child development	Client Contact	Parent	300 contacts	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. <u>Services:</u> # of client contacts <u>Notes:</u> Brief description as appropriate
			Program notes: One-on-one sessions where SRN provides parents specific verbal/written instruction or plans on their child's health and/or development.						
SF.2 Children are safe and well cared for	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development	SF.2.2.4a Parents participate in parenting education classes on healthy child development	Classes	Parent	20 Classes	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. <u>Services:</u> Count the # of Classes <u>Notes:</u> Describe topic of each classes provided
			SF.2.2.5 Children receive health education classes						
SF.2 Children are safe and well cared for	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development	SF.2.2.7 Providers receive consultations to improve provider knowledge of healthy child development	Client contact	Providers	5 contacts	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. <u>Services:</u> # of client contacts <u>Notes:</u> Brief description as appropriate
			SF.2.2.7 Providers receive consultations to improve provider knowledge of healthy child development						

EXHIBIT A-1
Work Plan for the period July 1, 2011 – June 30, 2012
SCHOOL READINESS NURSE

Commission Lead: Jennifer Burrell
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Goal 4. CAPACITY BUILDING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
CB.2 Increase access and efficiency, quality and effectiveness	Evaluation	CB.2.3 Develop high-quality program evaluations and reporting	CB.2.3.4 Children with special needs served	Client contact	Children 0-5	28 children	7/1/11	6/30/12	Clients: # of clients new in first month of service. No need to report after first month of service for each child. Services: Report each child in first month of service only Notes: Document the types of special needs encountered.
									Clients: # of records New only, no repeat. Services: Same as # of clients Notes: Brief description
									Clients: # of records New only, no repeat. Services: Same as # of clients Notes: Brief description
2 Increase access and efficiency, quality effectiveness	Evaluation	CB.2.3 Develop high-quality program evaluations and reporting	CB.2.3.5 Program staff will report the number of client intake records entered for month reported	Services completed	Program	40 client intake records	7/1/11	6/30/12	Clients: # of records New only, no repeat. Services: Same as # of clients Notes: Brief description
									Clients: # of records New only, no repeat. Services: Same as # of clients Notes: Brief description
									Clients: # of records New only, no repeat. Services: Same as # of clients Notes: Brief description

STAFFING TABLE

Position Title:	FTE	Salaries & Benefits
Early Learning Specialist (Supervisor IV)-ELS		
Minimum Qualifications: Education equivalent to the completion of a Bachelor's Degree or higher in Child Development or a closely related field. License and experience requirements are a valid CA Children's Center Director's Permit and a valid CA Driver's License.	.13	\$11,470
Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.		
Preschool Resource Teacher-ELS and Additional S		
Minimum Qualifications: Experience and education as required for the CA Child Development Teacher Permit; pass a District proficiency test in English usage, language arts and math or have passes CBEST, or completed two years of college.	2.8	\$169,599
Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.		
nurse (District-wide Nurse)SRN		
Minimum Qualifications: Licensed Registered Nurse with a valid California School Nurse Credential or a Licensed Registered Nurse with a Preliminary School Nurse Credential with enrollment in a School Nurse Credential Program, certified in first aid and CPR; Knowledge of current federal and state laws and regulations regarding the children through 5 population and health constraints including HIPAA, FERPA, Education Codes, Title 22 regulations, and the Nursing Practice Act.	1.0	\$88,670
Job Duties: Provide services as described in subparagraph 3.2 of Exhibit A to this Agreement.		
nursing Specialist-SRN		
Minimum Qualifications: Current valid California State license as a Registered Nurse. Knowledge of current federal and state laws and regulations regarding the children through 5 population and health constraints including HIPAA, FERPA, Education Codes, Title 22 regulations, and the Nursing Practice Act.	1.26	100,714
Job Duties: Provide services as described in subparagraphs 3.2 of Exhibit A to this Agreement.		
Nursing Specialist-Additional S		
Minimum Qualifications: Current valid California State license as a Registered Nurse. Knowledge of current federal and state laws and regulations regarding the children through 5 population and health constraints including HIPAA, FERPA, Education Codes, Title 22 regulations, and the Nursing Practice Act.	.49	32,812
Job Duties: Provide services as described in subparagraphs 3.2 of Exhibit A to this Agreement. And to support families that attend the Learning Link with screenings, child education and parent education.		

Attachment 1 to Exhibit B

Position Title:	FTE	Salaries & Benefits
Bilingual Comm Srvc Liaison-ELS	.66	24,957
Minimum Qualifications: Equivalent to the completion of twelfth grade, bilingual in Spanish/English, and experience in working with families of children birth to five.		
Job Duties: Provide services as described in subparagraphs 3.2 of Exhibit A to this Agreement.		

Bilingual Clerk-ELS	.67	\$23,952
Minimum Qualifications: Knowledge of modern office methods, practices and procedure, correct English and Spanish usages both oral and written and standard office machines including computer Ability to perform a variety of clerical work; type or keyboard at a new corrected speed of 40wpm; education uivalent to the completion of twelfth grade.		
b Duties: Provide clerical support for services as described in subparagraphs 3.1 and 3.2 of Exhibit A to this Agreement.		

Summary Table of Staffing Costs						TOTAL
Salary/Fringe Benefits Total						452,174

DIRECT PROJECT EXPENSES TABLE

Expense Type	Amount	Program: SNE/EL	1-2 sentence narrative description of expenses.
Mileage	ELS	1,000	Annual Costs for multiple staff to attend parent meetings, screenings, provide classroom support, and collaborative meetings.
Mileage	SNE	758	Annual Costs for multiple staff to attend parent meetings, screenings, provide classroom support and collaborative meetings.
Materials/Supplies	ELS	3,089	Annual Costs for classroom supplies and parent education materials.
Materials/Supplies	ELS	826	Annual Costs for classroom supplies and parent education materials.
Materials/Supplies	SNE	2,983	Expenses for nursing supplies for screenings, parent and child education.

Total Direct Project Expenses	8656
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Attachment 3 to Exhibit B

SUBCONTRACTOR TABLE

Contact Name and Phone Number	Amount	Program: SNE/EL	1-2 sentence description of services sub-contracted. This table is for services outsourced to a third Party.
Christine Stein	42,000	EL	Christine will provide Bilingual Speech and Language Pathologist services at San Juan and Las Palmas Learning Link Programs.
Irma Garcia, MSW	4,320	EL	Irma will provide a women's counseling support group at San Juan Learning Link.

EXHIBIT B
PROJECT BUDGET

Capistrano Unified School District	Funds Due 7/1/11 - 6/30/12
Staffing	\$452,174
Direct Project Expenses	\$8,656
Capital Equipment	\$0
Indirect/Administrative	\$17,950
Subcontracts	\$46,320
TOTAL FUNDS DUE	\$525,100

MAXIMUM PAYMENT OBLIGATION: \$525,100

AFFILIATION AGREEMENT

Supervised Practicum and Field Experience

This agreement ("Agreement") is entered into by and between Capistrano United School District ("Clinical Facility") and the State Board of Higher Education acting by and through the University of Oregon, College of Education ("University") (each individually a "Party" and collectively the "Parties").

RECITALS

- A. Supervised teaching and field teaching experience is an integral part of the University's College of Education curriculum.
- B. University desires to place students for supervised practicum or field experience (the "Program") at Clinical Facility.
- C. Clinical Facility wishes to cooperate with University in the placement of University students for supervised practicum or field experience in Clinical Facility.

AGREEMENT

In consideration of the above Recitals which are incorporated in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1 Student Participation

University students enrolled in the College of Education, who are recommended by the University, may participate in the Program subject to the terms of this Agreement.

2 Term

This Agreement shall be effective upon the date of last signature, below, and continue for a period of one year. The Agreement will automatically renew on an annual basis, unless terminated by either Party as provided in this Agreement. In no case will this agreement survive past the 2016-2017 academic year.

3 Consideration

There will be no cash payment exchanged between the Parties. University will receive Site assistance and cooperation in the development of the practicum experience phase of its curriculum. Site will receive the benefit and assistance of participating students.

4 Termination

This Agreement may be terminated upon 30 days written notice to the other Party. In the event of such notice, students currently participating in the Program will be allowed to finish the Program.

5 Independent Contractor Status

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture between the University, Clinical Facility, and students.

6 Responsibilities of Parties

Each Party will designate a contact person for the Program. University will designate a Program supervisor. Clinical Facility will designate one or more cooperating professionals. The Parties will have additional responsibilities, as provided below.

6.1 University will:

- 6.1.1 Notify students before they begin the Program that the students participating in the Program are in attendance at Clinical Facility for educational purposes only; and that the students are not employees of Clinical Facility for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, fringe benefits of employment, or workers' compensation insurance.
- 6.1.2 Establish and maintain ongoing communication with the cooperating professional(s) at Clinical Facility on items pertinent to the Program. Such communication may include a description of the curriculum, relevant course outlines, policies, and major changes to this information.
- 6.1.3 Maintain all academic records of the participating students.

6.2 Clinical Facility will:

- 6.2.1 Accept from University a mutually agreed upon number of students for participation in the Program, and permit students and faculty of the University to access appropriate Clinical Facility facilities for the Program to the extent that the presence of students and faculty do not interfere with the regular activities of Clinical Facility.
- 6.2.2 Provide the physical facilities and access to equipment necessary to conduct the Program.
- 6.2.3 The Clinical Facility cooperating professional(s) will assist the University in instructing students and assessing their proficiency, including assessing their proficiency as demonstrated by required work samples.
- 6.2.4 Be responsive to student needs through regular meetings between Clinical Facility's cooperating professional(s) and participating students to provide feedback and answer questions as needed. In addition, the Clinical Facility cooperating professional(s) will meet with participating students and the

University supervisor (on an as needed basis, no more than three times per term) to plan and monitor each student's Program and the completion of identified tasks and experiences.

6.2.5 Have the ability to request that University withdraw from the Program any student which Clinical Facility determines is not performing satisfactorily, or who refuses to follow site procedures, rules and regulations, including inappropriate behavior, dress, or hygiene. Such a request must be in writing and must include a statement of the reason or reasons why Clinical Facility desires to have the student withdrawn. University will consider the request within five (5) days of receipt.

6.2.6 Allow University student observation as follows:

6.2.6.1 Prior to either part-time or full-time field teaching experience, the University may send small groups of students to observe activities within the school(s) of Clinical Facility. As part of degree programs that prepare professionals to work in community agencies, individual students may be given the opportunity to engage in an educational field study experience. The University's students may conduct research projects within the Clinical Facility when activities are consistent with the educational programs of Clinical Facility. These activities will be conducted with the approval and in accordance with the general rules of Clinical Facility and the University. No remuneration will be paid by the University for the privilege of observation, work experience, or research, and no staff rate or other privileges will be earned by Clinical Facility teachers participating in these activities.

7 General Terms

7.1 Each Party hereby agrees to obtain and maintain, during the term of this Agreement, general liability, and professional liability coverage for itself, its employees and agents. Each Party hereby agrees to obtain and maintain, during the term of this Agreement, general liability, and medical professional liability coverage for itself, its employees, agents, and students. In particular, the University shall provide such insurance for students participating in the program. Such insurance shall be limited to the course and scope of the program that the University has arranged and approved for each student during the specific dates approved by University. The amount of such insurance shall be at minimum One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.

7.2 Except as limited and conditioned by the Oregon Tort Claims Act (ORS 30.260 through 30.300), each Party shall be responsible for its tortious acts and those of its officers, agents or employees arising out of, or in any way connected with the acts of each Party under this Agreement.

- 7.3 The Parties agree that there will be no unlawful discrimination based on race, color, national origin, religion, handicap, age, sexual orientation, or sex, or any other legally protected classification in the performance of this Agreement.
- 7.4 Clinical Facility agrees to protect the confidentiality of student information and to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing regulations, specifically 20 U.S.C. 1232G, 34 C.F.R. § 99.33, ORS 351.070 and OAR 571-020, with respect to any redisclosure of personally identifiable information from education records obtained from the University.
- 7.5 The subjects of "governing law" and "dispute resolution" and "litigation forum" in the Agreement will remain silent.
- 7.6 All notices, payments, certificates or communications shall be delivered or mailed postage prepaid to the Parties at their respective places of business set forth in Exhibit A, unless otherwise designated in writing.
- 7.7 Non-Appropriation: Clinical Facility understands and agrees that University's performance of its financial obligations under this Agreement after the last day of the current biennium is contingent upon University receiving from the Oregon Legislative Assembly (including but not limited to its Emergency Board) appropriations, limitations, or other expenditure authority sufficient to allow University, in the exercise of its reasonable administrative discretion, to perform its financial obligations under this Agreement.
- 7.8 Exhibits. All exhibits which are referred to in this Agreement are incorporated in this Agreement.
- 7.9 No Third Party Beneficiaries: University and Clinical Facility are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.
- 7.10 While the University may have specific policies procedures and standards set out in other places, including a Handbook distributed to all participants in the program, these policies, procedures and standards are for informational purposes only, and create no obligation for either the Clinical Facility or the University.
- 7.11 Clinical Facility represents and warrants that (1) Clinical Facility has the power and authority to enter into and perform this Contract; (2) The individual signing for Clinical Facility is authorized to execute this Contract on behalf of Clinical Facility; (3) This Contract, when executed and delivered, will be a valid and binding obligation of Clinical Facility, enforceable in accordance with its terms; (4) Clinical Facility will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work; and (6) Clinical Facility is validly existing and in good standing. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.
- 7.12 Each Party has participated fully in the review and revision of this Contract and neither Party shall be considered the "drafter" for the purposes of any rule of

construction that might cause any provision to be construed against the drafter of the Contract.

7.13 This Agreement may be executed in counterparts, and via facsimile or electronically transmitted signature, each of which will be considered an original and all of which together will constitute one and the same agreement. At the request of a Party, the other Party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting Party.

7.14 This Agreement constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No amendment, consent, or waiver of terms of this agreement shall bind either Party unless in writing and signed by all Parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. The Parties, by signature below of their authorized representatives, acknowledge having read and understood the agreement and agree to be bound by its terms and conditions.

THE STATE BOARD OF HIGHER
EDUCATION ACTING BY AND THROUGH
THE UNIVERSITY OF OREGON,
COLLEGE OF EDUCATION

Capistrano United School District

By: _____

By: _____

Name: _____

Name: Joseph M. Farley Ed.D.

Its: _____

Its: Superintendent

Date: _____

Date: 2-26-14

Exhibit A

CLINICAL FACILITY SITE: Capistrano United School District

CONTACT PERSON: Julie Hatchel

PHONE: 949-234-9229

FAX: 949-489-0467

ADDRESS: 33122 Valle Road
San Juan Capistrano CA 92675

UNIVERSITY OF OREGON PROGRAM: College of Education
U OF O CONTACT PERSON: Lindsay Elliott
Practicum & Contracts Coordinator

PHONE: 541-346-0915

FAX: 541-346-6772

ADDRESS: 171 HEDCO Education Bldg.
5207 University of Oregon
Eugene OR 97403-5207

COPY LEGAL NOTICES TO: Contracts Manager
University of Oregon
720 E. 13th Ave., Suite 302
Eugene, OR 97401
Fax: 541-346-2425
contract@uoregon.edu

Board of Trustees Purchase Order Listing
----- Fiscal Year: 2013-14 -----
Board of Trustees Meeting.....FEBRUARY 26, 2014

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

PO No.	Fund	Vendor	Description	Amount
333446	1	MUNICIPAL UNDERGROUND SERVICES	Rntl:Oth/RR:Bldgs/MFMS	17,100.00
333447		VOID	VOID	0.00
333448	13	KITCHEN STUFF	OpSupp /FoodServ/Dstrctwd	72.37
333449	1	PATHWAY COMMUNICATIONS LTD.	NonCapEq/Instrctn/San Juan	2,649.67
333450	1	AUDITORY INSTRUMENTS	NonCapEq/Instrctn/Hiddn Hl	5,319.65
333451	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/Hiddn Hl	2,208.87
333452	40	PUBLIC ECONOMICS INC.	Serv& Op/Fac Acq /Dstrctwd	4,971.00
333453	1	UNISOURCE	St Rcpts/Undesig /Dstrctwd	62,732.88
333454	23	US BANK	Serv& Op/Fac Acq /Dstrctwd	750.00
333455	1	GOPHER ATHLETIC	InstMtls/Instrctn/Tesoro	1,186.92
333456	1	RANCHO SANTIAGO COLLEGE	FieldTrp/Instrctn/Bathgate	714.00
333457	1	SPORT CHALET	InstMtls/CurAthlt/Tesoro	1,563.76
333458	1	BADEN SPORTS INC	InstMtls/Instrctn/Don Juan	169.29
333459	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Viejo	50.00
333460	1	TYPING AGENT LLC	Serv& Op/Instrctn/Dstrctwd	1,280.00
333461	1	GREAT LAKES SPORTS	InstMtls/Instrctn/CanViste	856.08
333462	1	SCHOOL HEALTH CORP	SpplsNonI/Sch Adm /Bergeson	134.31
333463	1	SCHOOL HEALTH CORP	SpplsNonI/HlthServ/LadraElm	63.73
333464	1	NASCO WEST	InstMtls/Instrctn/SCHS	521.14
333465	1	APPLE COMPUTER INC	NonCapEq/Instrctn/San Juan	1,081.92
333466	1	APPLE COMPUTER INC	InstMtls/Instrctn/ANHS	1,239.25
333467	1	APPLE COMPUTER INC	InstMtls/Instrctn/Las Palm	85.32
333468	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Enterprs/NHMS	338.04
333469	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Tesoro	399.60
333470	1	APPLE COMPUTER INC	InstMtls/Instrctn/Tesoro	648.79
333471	1	VERNIER SOFTWARE	InstMtls/Instrctn/DHHS	608.54
333472	1	DELL COMPUTER	NonCapEq/Instrctn/San Juan	853.54
333473	1	INSIGHT SYSTEMS EXCHANGE	SpplsNonI/RR:Bldgs/Dstrctwd	453.60
333474	1	BSN SPORTS	InstMtls/Instrctn/Tijeras	241.15
333475	1	EAGLE SOFTWARE	CnfrNonI/TIS /Dstrctwd	1,125.00
333476	1	UC REGENTS	Conf:Ins/StDev In/MFMS	185.00
333477	1	UC REGENTS	Conf:Ins/Instrctn/Dstrctwd	185.00
333478	1	OFFICE DEPOT	SpplsNonI/HlthServ/Dstrctwd	511.40
333479	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/Del Obis	426.60
333480	1	PATHWAY COMMUNICATIONS LTD.	SpplsNonI/Sch Adm /Kinoshta	341.28
333481	1	EAGLE SOFTWARE	CnfrNonI/SupvAdmn/Dstrctwd	275.00
333482		VOID	VOID	0.00
333483	1	SPORT CHALET	Rnt&Repr/CurAthlt/Dstrctwd	24,900.00
333484	1	CAMCOR INC	InstMtls/Instrctn/Tesoro	978.05
333485	1	VALIANT IMC	InstMtls/Instrctn/SCHS	265.68
333486	1	HOT DOGGER TOURS INC.	Charter /DW Undst/Dstrctwd	10,000.00
333487	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/SCHS	538.10
333488	1	STAPLES ADVANTAGE	SpplsNonI/Sch Adm /SCHS	534.60
333489	1	BARRETT-ROBINSON INC	Rntl:Oth/HlthServ/Dstrctwd	545.00
		EXHIBIT 9	Rntl:Oth/Pup Serv/Dstrctwd	545.00

Board of Trustees Purchase Order Listing

===== Fiscal Year: 2013-14 =====

Board of Trustees Meeting.....FEBRUARY 26, 2014

PO No.	Fund	Vendor	Description	Amount
333490	1	SPICERS PAPER CO	SpplsNonI/Grph Art/Dstrctwd	50,000.00
333491	1	W W GRAINGER INC	SpplsNonI/Custodil/Dstrctwd	19,618.62
333492	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/DHHS	3,200.00
333493	1	CULVER-NEWLIN	InstMtls/SDCInstr/Dstrctwd	226.38
333494	1	CULVER-NEWLIN	SpplsNonI/Enterprs/DHHS	2,871.46
333495	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Oak Grv	950.00
333496	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/LadraElm	6,076.80
333497	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/ArroyoEl	2,400.00
333498	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Palisade	650.00
333499	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Tesoro	13,490.70
333500	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/ArroyoEl	495.00
333501	1	MIRACLE RECREATION EQUIPMENT	SpplsNonI/RR:Bldgs/ArroyoMS	10.36
333502	1	PLAYPOWER LT FAMINGTON INC.	SpplsNonI/RR:Bldgs/Palisade	5,675.90
333503	1	PLAYPOWER LT FAMINGTON INC.	SpplsNonI/RR:Bldgs/ArroyoMS	3,651.70
333504	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Crn Vlly	82,932.50
333505	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/DJAMS	29,134.00
333506	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Tesoro	27,944.10
333507	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/AVMS	79,807.50
333508	1	FOLLETT LIBRARY RESOURCES	InstMtls/Instrctn/Don Juan	223.84
333509	1	MACKIN LIBRARY MEDIA	Bks&Ref /Enterprs/SJHHS	750.00
333510	1	PERMA-BOUND	Bks&Ref /Instrctn/ANHS	2,670.00
333511	1	THE WRITER LEARNING SYSTEMS	InstMtls/SE0thIns/Dstrctwd	237.72
333512	1	APPLE COMPUTER INC	NonCapEq/Instrctn/VDMMS	1,490.76
333513	1	NASCO WEST	InstMtls/Instrctn/FNMS	371.09
333514	1	SOLARWINDS	Serv& Op/TIS /Dstrctwd	1,015.00
333515	1	CURTIS AND/OR MARYAM EBBING	Residtl /NPS /Dstrctwd	6,000.00
333516	1	YELLOWSTONE BOYS & GIRLS RANCH	Residtl /NPS /Dstrctwd	459.30
333517		VOID	VOID	0.00
333518	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/CVHS	3,500.00
333519	1	AARDVARK CLAY	InstMtls/Instrctn/CVHS	62.65
333520	1	AARDVARK CLAY	InstMtls/Instrctn/CVHS	19.32
333521	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/Dstrctwd	1,000.00
333522	1	CALIFORNIA WESTERN VISUALS	F&EInstl/Instrctn/GrgWhite	35,468.83
333523	1	JONES SCHOOL SUPPLY CO INC	InstMtls/Instrctn/Las Palm	298.32
333524	1	NATIONAL CONTROLS INC	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
333525	1	THE TV TEACHER	InstMtls/SE0thIns/Dstrctwd	85.20
333526	1	CAMCOR INC	InstMtls/Instrctn/ANHS	1,996.87
333527		VOID	VOID	0.00
333528	1	THERAPRO	InstMtls/SE0thIns/Dstrctwd	179.28
333529	11	ESSENTIAL EDUCATION	InstMtls/Instrctn/Dstrctwd	1,620.00
333530	1	ART MASTERS	CnsltSvs/Instrctn/Don Juan	200.00
333531	1	CALIFORNIA WEEKLY EXPLORER INC	FieldTrp/Instrctn/VdelMarE	2,040.00
333532	1	ENABLING DEVICES	SpplsNonI/HlthServ/Dstrctwd	208.55
333533		VOID	VOID	0.00
333534	1	DISCOUNT SCHOOL SUPPLY	SpplsNonI/Sch Adm /Castille	448.60
333535	1	CALIFORNIA WEEKLY EXPLORER INC	CnsltSvs/Instrctn/GrgWhite	1,360.00
333536	1	CALIFORNIA WEEKLY EXPLORER INC	CnsltSvs/Instrctn/GrgWhite	1,360.00
333537	1	ORANGE COUNTY DEPT. OF ED	Serv& Op/Instrctn/VdelMarE	1,063.00
333538	1	COUNTY OF ORANGE	CnsltNon/PsychSer/Dstrctwd	24,999.00
			SubNonCn/PsychSer/Dstrctwd	40,001.00

Board of Trustees Purchase Order Listing

===== Fiscal Year: 2013-14 =====

Board of Trustees Meeting.....FEBRUARY 26, 2014

PO No.	Fund	Vendor	Description	Amount
333539	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	520.00
333540	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/SCHS	150.00
333541	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/SCHS	500.00
333542	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	3,268.00
333543	1	OFFICE DEPOT	InstMtls/Instrctn/DHHS	5,000.00
333544	1	INSIGHT SYSTEMS EXCHANGE	SpplsNonI/Enterprs/BAMS	453.60
333545	1	BUREAU EDUCATION & RESEARCH	Conf:Ins/Instrctn/Tesoro	229.00
333546	1	MINGUS MOUNTAIN ACADEMY	Residtl /NPS /Dstrctwd	14,750.00
			Sub MHBC/NPS /Dstrctwd	41,243.70
			Sub MHBC/PsychSer/Dstrctwd	11,926.32
333547	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/SMS	338.04
333548	1	ECS IMAGING INCORPORATED	Serv& Op/Pup Serv/Dstrctwd	22,000.00
333549	1	NEFF COMPANY	NonCapEq/Libr&Med/SCHS	864.00
333550	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	500.00
333551	1	APPLE COMPUTER INC	InstMtls/Instrctn/LRMS	977.76
333552	1	INSIGHT SYSTEMS EXCHANGE	SpplsNonI/HlthServ/Benedict	338.04
333553	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/NHMS	405.00
333554	1	OCEAN INSTITUTE	FieldTrp/Instrctn/RH Dana	2,550.00
333555	40	PUBLIC ECONOMICS INC.	Serv& Op/Fac Acq /Dstrctwd	30,000.00
333556	1	PAXTON/PATTERSON	InstMtls/Instrctn/ANHS	2,062.29
333557	1	VIP CLOTHING	InstMtls/Instrctn/SCHS	422.16
333558	1	BLU-WISE MGMT INC	InstMtls/Instrctn/SCHS	184.14
333559	1	NATL ASSN COLL ADM COUNS	Dues&Mmb/AcadmAdv/CVHS	160.00
333560	1	WORLD BOOK EDUC PROD	Bks&Ref /InstTech/BAMS	1,684.00
333561	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Chaparal	52,560.00
333562	1	TECH4LEARNING	InstMtls/Instrctn/CanViste	297.00
333563	1	SHI	Serv& Op/TIS /Dstrctwd	178,457.10
333564	1	AMERICAN LOGISTICS COMPANY LLC	Serv& Op/PuplTran/Dstrctwd	60,000.00
333565	1	JUDY LEMM CONSULTING	Serv& Op/Prsnl:HR/Dstrctwd	5,000.00
333566	1	DBQ PROJECT, THE	Serv& Op/SupvAdmn/Dstrctwd	8,869.00
333567	1	ILLUMINATE EDUCATION INC.	Serv& Op/PuplTest/Dstrctwd	63,450.00
333568	1	CAMCOR INC	SpplsNonI/Enterprs/Dstrctwd	1,956.10
333569	1	CALIFORNIA WESTERN VISUALS	SpplsNonI/Enterprs/Dstrctwd	410.40
333570	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/CVHS	389.80
333571	1	CAMCOR INC	NonCapEq/Instrctn/San Juan	1,467.07
333572	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/Wood Cyn	170.64
333573	1	BIOMEDICAL WASTE DISPOSAL	Serv& Op/Saf&Trng/Dstrctwd	297.00
333574	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /VDMMS	816.48
333575	1	CULVER-NEWLIN	SpplsNonI/Sch Adm /DHHS	2,190.24
333576	1	CULVER-NEWLIN	NonCapEq/Instrctn/Dstrctwd	3,129.84
333577	1	MIRACLE RECREATION EQUIPMENT	SpplsNonI/RR:Bldgs/Palisade	3,260.26
333578	1	LA HABRA FENCE CO INC	Rntl:Oth/RR:Bldgs/GrgWhite	2,886.00
333579	1	CROSSLINE COMMUNITY CHURCH	Rnt&Repr/Instrctn/Dstrctwd	3,850.00
333580	1	THE RESERVE AT RANCHO MISSION	FieldTrp/Instrctn/Las Palm	1,130.00
333581	13	ORANGE COUNTY REGISTER	Marketin/FoodServ/Dstrctwd	1,025.52
333582	25	WESTGROUP MANAGEMENT INC	Serv& Op/Fac Acq /Dstrctwd	330.00
	39		Serv& Op/Fac Acq /Dstrctwd	110.00
	1		Serv& Op/M-R Reim/Dstrctwd	1,760.00

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....FEBRUARY 26, 2014

PO No.	Fund	Vendor	Description	Amount
333583	25	WESTGROUP MANAGEMENT INC	Serv& Op/Fac Acq /Dstrctwd	7,500.00
	39		Serv& Op/Fac Acq /Dstrctwd	2,500.00
	1		Serv& Op/M-R Reim/Dstrctwd	40,000.00
333584	1	VALIANT IMC	InstMtls/Instrctn/NHMS	45.36
333585	1	BEACH CITIES GLASS	Rntl:Oth/RR:Bldgs/SCHS	6,865.00
333586	1	BUYEXTRAS.COM	InstMtls/Instrctn/Dstrctwd	966.60
333587	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/VDMMS	5,833.60
333588	1	MIRACLE RECREATION EQUIPMENT	SpplsNonI/RR:Bldgs/RH Dana	7,170.36
333589	1	TRANSPORTATION CHARTER SERVICE	Charter /DW Undst/Dstrctwd	5,000.00
333590	1	QUALITY TOWING	Rntl:Oth/RR:Bldgs/SCHS	440.00
333591	1	HIRSCH PIPE & SUPPLY	SpplsNonI/RR:Bldgs/Dstrctwd	30,000.00
333592	1	HYDRO-SCAPE PRODUCTS INC	SpplsNonI/Op:Grnds/Dstrctwd	35,000.00
333593	1	R&S SOIL PRODUCTS INC	SpplsNonI/Op:Grnds/Dstrctwd	30,000.00
333594	1	PEARSON EDUCATION	SpplsNonI/SupvAdmn/Dstrctwd	5,822.04
333595	1	COMMERCIAL AQUATIC SERVICES	Rntl:Oth/RR:Bldgs/Dstrctwd	18,750.00
333596	1	SPECIAL EDUC. LAW FIRM	Legal /SupvAdmn/Dstrctwd	3,750.00
333597	13	APRONS GALORE PLUS	OpSupp /FoodServ/Dstrctwd	457.70
333598	13	CHEFS TOYS	SmlEquip/FoodServ/Dstrctwd	4,883.16
333599	1	LAKESHORE LEARNING MATERIALS	SpplsNonI/HlthServ/Dstrctwd	20.51
333600	1	THERAPRO	SpplsNonI/HlthServ/Dstrctwd	45.19
333601	1	CAHPERD	Conf:Ins/Instrctn/Dstrctwd	2,450.00
333602	1	SPINITAR	InstMtls/Instrctn/San Juan	632.10
333603		VOID	VOID	0.00
333604	1	LECTORUM PUBLISHING	InstMtls/Instrctn/Las Palm	2,183.25
333605	1	LIVINGSTON, WENDY AND/OR CECIL	Residtl /NPS /Dstrctwd	58.69
333606	1	BRIDGES TRANSITIONS CO.	InstMtls/Instrctn/Dstrctwd	675.00
333607	1	PERMA-BOUND	K-12Text/Instrctn/SMS	1,439.86
333608	13	A HIGHER LEVEL	Comptr /FoodServ/Dstrctwd	8,605.00
333609	1	THE WRITER LEARNING SYSTEMS	InstMtls/SEOthIns/Dstrctwd	227.99
333610	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/DJAMS	100.00
333611		VOID	VOID	0.00
333612	1	CASATO, JOHN	Serv& Op/Instrctn/St Anne	730.00
333613	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SMS	29.45
333614		VOID	VOID	0.00
333615	1	FOLLETT LIBRARY RESOURCES	InstMtls/Instrctn/Las Palm	943.65
333616	1	BAYSCAN	SpplsNonI/Libr&Med/Dstrctwd	149.80
333617	1	SUPER DUPER INC.	InstMtls/SEOthIns/Dstrctwd	161.73
333618	1	DISCOVERY SCIENCE CENTER	Serv& Op/Instrctn/VdelMarE	650.00
333619	1	MEET THE MASTERS INC	Serv& Op/Instrctn/GrgWhite	516.00
333620	1	MEET THE MASTERS INC	FieldTrp/Instrctn/ArroyoEl	310.00
333621	1	CABE	Conf:Ins/Instrctn/Las Palm	3,510.00
333622	1	SAN BERNARDINO CNTY SUPER SCHL	CnfrNonI/SupvAdmn/Dstrctwd	300.00
333623	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/CVHS	225.00
333624	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/BAMS	125.00
333625	11	JOSTENS	SpplsNonI/Sch Adm /Dstrctwd	10.20
333626	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/AVMS	66.65
333627	1	LIFETRENDS GROUP	SpplsNonI/Sch Adm /LFMS	92.65
333628	1	CALIFORNIA WEEKLY EXPLORER INC	FieldTrp/Instrctn/LadraElm	1,360.00
333629	1	COMPLETE OFFICE OF CA	SpplsNonI/PuplTran/Dstrctwd	1,500.00
333630	1	PACIFIC MARINE MAMMAL CENTER	FieldTrp/Instrctn/Del Obis	50.00

Board of Trustees Purchase Order Listing

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Board of Trustees Meeting.....FEBRUARY 26, 2014

PO No.	Fund	Vendor	Description	Amount
333631	1	ORANGE COUNTY SHERIFF DEPT	Serv& Op/Security/Dstrctwd	2,915.96
333632	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/Benedict	500.00
333633	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SCHS	817.61
333634	1	BOWIE ARNESON WILES &	Legal /FacPlann/Dstrctwd	35,711.59
333635	1	JUDEE KREG	Serv& Op/Instrctn/Capo Ch	8,000.00
333636	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/RH Dana	375.00
			CnfrNonI/Sch Adm /RH Dana	125.00
333637	1	OCEAN INSTITUTE	FieldTrp/Instrctn/RH Dana	2,550.00
333638	1	BAYSCAN	InstMtls/SupvAdmn/Dstrctwd	993.60
333639	1	DAY TIMER USA	SplsNonI/Sch Adm /San Juan	39.39
333640	1	ENVIRONMENTAL NATURE CENTER	FieldTrp/Instrctn/Bathgate	205.00
333641	1	BROWN UNIVERSITY CHOICES	InstMtls/Instrctn/CVHS	752.40
333642	1	CA FACILITY SPECIALTIES	NonCapEq/CurAthlt/SCHS	3,226.08
333643	1	COLORADO TIME SYSTEMS	NonCapEq/CurAthlt/SCHS	2,910.80
333644	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/LFMS	4,906.44
333645	1	O'REILLY AUTO PARTS	InstMtls/Instrctn/SCHS	15,000.00
333646	1	LEARNING A-Z	Bks&Ref /Instrctn/San Juan	1,009.40
333647	1	SIGANATURE PARTY RENTALS	Rntl:Oth/RR:Bldgs/Dstrctwd	1,754.66
333648	1	INSIGHT SYSTEMS EXCHANGE	SplsNonI/PuplTran/Dstrctwd	1,014.12
333649	1	CDW GOVERNMENT INC.	NonCapEq/Instrctn/Dstrctwd	33,735.60
333650	1	CDW GOVERNMENT INC.	NonCapEq/Instrctn/Dstrctwd	78,716.40
333651		VOID	VOID	0.00
333652		VOID	VOID	0.00
333653	1	PC & MACEXCHANGE	NonCapEq/Instrctn/Dstrctwd	9,010.52
333654	1	APPLE COMPUTER INC	InstMtls/SEOthIns/Dstrctwd	433.92
333655	1	SCHOOL SERVICES OF CALIFORNIA	SplsNonI/Bus/Fisc/Dstrctwd	250.00
333656	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	14,964.00
333657	1	GOVERNMENT FINANCIAL	Serv& Op/M-R Reim/Dstrctwd	12,000.00
333658	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv& Op/Enterprs/Dstrctwd	1,799.58
333659		VOID	VOID	0.00
333660	69	TEAGUE INSURANCE AGENCY INC.	Serv& Op/Enterprs/Dstrctwd	50.00
333661	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Viejo	50.00
333662	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LF Elem	1,000.00
333663	1	CATAPULT LEARNING	Serv& Op/Instrctn/SERRAECS	12,650.00
333664	1	PATHWAY COMMUNICATIONS LTD.	NonCapEq/Instrctn/MFMS	3,532.90
333665	1	CAMCOR INC	InstMtls/Instrctn/DHHS	489.02
333666	1	CAMCOR INC	InstMtls/Instrctn/Tesoro	489.02
333667	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	776.63
333668	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	2,203.58
333669	1	SUPER DUPER INC.	SplsNonI/Spch Aud/Dstrctwd	120.16
333670	1	CURRICULUM ASSOCIATES	SplsNonI/PsychSer/Dstrctwd	229.60
333671	1	ACADEMIC THERAPY PUBL	SplsNonI/Spch Aud/Dstrctwd	708.00
333672	1	PEARSON ASSESSMENTS	SplsNonI/Spch Aud/Dstrctwd	1,025.49
333673	1	PRO-ED	SplsNonI/Spch Aud/Dstrctwd	330.40
333674	1	LINGUI SYSTEMS INC	SplsNonI/Spch Aud/Dstrctwd	246.53
333675	1	PEARSON ASSESSMENTS	SplsNonI/PsychSer/Dstrctwd	932.20
333676		VOID	VOID	0.00
333677	1	A Z BUS SALES INC	Rntl:Oth/PuplTran/Dstrctwd	29,035.60
333678		VOID	VOID	0.00
333679		VOID	VOID	0.00

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PO No.	Fund	Vendor	Description	Amount
333680	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/ArroyoEl	22.55
333681	1	PHONAK INC	SpplsNonI/HlthServ/Dstrctwd	384.51
333682		VOID	VOID	0.00
333683	1	CAM ELECTRONICS DISTRIBUTING	NonCapEq/Sch Adm /Marblehd	1,584.36
333684	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Dstrctwd	1,000.00
333685	1	NASCO WEST	InstMtls/Instrctn/AVMS	777.15
333686	1	THE WRITER LEARNING SYSTEMS	InstMtls/SEOTHins/Dstrctwd	202.92
333687	13	CAL TROPIC	Food Dry/FoodServ/Dstrctwd	25,000.00
333688	1	SPINITAR	InstMtls/Instrctn/Marblehd	318.49
333689	1	COALITION FOR ADEQUATE SCHOOL	Dues&Mmb/SuppSvcs/Dstrctwd	721.00
333690	1	CAMCOR INC	InstMtls/Enterprs/Tesoro	3,594.36
333691	1	CALIFORNIA WESTERN VISUALS	Serv& Op/Instrctn/Marblehd	1,125.80
333692	1	JIM'S MUSIC CENTER	InstMtls/Instrctn/Tesoro	1,252.80
333693		VOID	VOID	0.00
333694	1	ACADEMYX	Conf:Ins/Instrctn/Tesoro	695.00
333695	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /SCHS	357.62
333696	1	AMERICAN CASUAL	InstMtls/SEOTHins/Dstrctwd	599.40
333697	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/LadraElm	1,908.00
333698	1	CULVER-NEWLIN	NonCapEq/Enterprs/Tesoro	22,486.25
333699	1	OWL ASSOCIATES	InstMtls/Instrctn/OsoGrand	336.96
333700	1	RESTAURANT DEPOT	NonCapEq/Instrctn/ANHS	1,377.95
			NonCapEq/Enterprs/ANHS	1,553.84

239 Purchase Orders \$1,732,287.68

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
193484	SOUTHWEST SCHOOL SUPPLY	PO-330094	120.44
		PO-330326	242.31-
		PO-330341	242.31
		PO-330369	206.64
		PO-330370	56.57
		PO-330397	96.94
		PO-330398	916.67-
		PO-330706	478.31
		PO-331511	39.90
		PO-333332	471.58

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
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Warrant Number	Name of Payee	Reference Number	Amount
193485	SOUTHWEST SCHOOL SUPPLY	PO-330093	149.18
		PO-330315	50.37
		PO-330319	9.33
		PO-330338	79.10
		PO-330341	59.43
		PO-330370	21.26-
		PO-330383	620.82
		PO-330386	184.95-
		PO-330387	46.25
		PO-330388	182.76
		PO-330390	166.06
		PO-330394	33.67
		PO-330395	29.70
		PO-330396	55.78
		PO-330397	290.66
		PO-330398	28.23
		PO-330574	44.12
		PO-330670	1,229.90
		PO-330675	45.35
		PO-330676	486.52
		PO-330693	580.55
		PO-330703	44.55
		PO-330706	111.46
		PO-330709	58.73
		PO-330998	398.94
		PO-331290	285.55
		PO-331399	137.00
		PO-331511	104.90
		PO-331688	9.22
		PO-331689	98.24
		PO-331876	119.02
		PO-331946	495.87
		PO-331984	706.32
		PO-332508	91.79
		PO-332522	355.70
		PO-332638	241.73
193486	SOUTHWEST SCHOOL SUPPLY	PO-331160	147.08

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Warrant Number	Name of Payee	Reference Number	Amount
193487	SOUTHWEST SCHOOL SUPPLY	PO-330093	6.69
		PO-330276	71.05
		PO-330277	126.62
		PO-330308	53.81
		PO-330326	70.57
		PO-330387	21.05
		PO-330393	417.53
		PO-330395	166.29
		PO-330397	391.61
		PO-330398	781.70
		PO-330574	5.83
		PO-330670	1,228.91
		PO-330693	572.55
		PO-330703	314.94
		PO-330706	4.54
		PO-330709	102.82
		PO-331511	2.03
		PO-331512	122.29
		PO-331689	369.23
		PO-331935	22.52
		PO-332498	475.14
		PO-332522	234.58
		PO-332829	171.50

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
193488	SOUTHWEST SCHOOL SUPPLY	-	
		PO-330093	75.70
		PO-330276	72.14
		PO-330277	82.46
		PO-330308	14.31
		PO-330322	64.26
		PO-330326	368.01
		PO-330335	95.79
		PO-330341	116.19
		PO-330349	115.07
		PO-330383	149.49
		PO-330390	75.93
		PO-330394	31.34
		PO-330395	79.55
		PO-330396	65.61
		PO-330397	11.62
		PO-330398	89.47
		PO-330574	47.00
		PO-330670	1,178.16
		PO-330693	109.73
		PO-330703	72.88
		PO-330706	267.29
		PO-330709	60.87
		PO-330998	31.34
		PO-331299	71.63
		PO-331397	210.37
		PO-331511	311.79
		PO-331688	49.54
		PO-331689	8.92
		PO-331866	90.27
		PO-331946	9.33-
		PO-331984	706.32-
		PO-332206	238.76
		PO-332497	408.81
		PO-332498	3.84
		PO-332522	139.61
193489	SOUTHWEST SCHOOL SUPPLY	PO-332638	1.74
		PO-332880	886.46
		PO-332955	129.60
193490	SOUTHWEST SCHOOL SUPPLY	PO-331162	286.33
193491	NATIONAL NETWORK OF DIGITAL	PO-331260	4,783.00
193492	PEARSON EDUCATION	PO-332030	534.59
193493	PEARSON EDUCATION INC	PO-332412	69.83
193494	SIGNS BY CREATIONS UNLIMITED	PO-330193	494.64
193495	SMOG EXPRESS	PO-331238	613.40

Board of Trustees Warrant Listing
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Board of Trustees Meeting.....FEBRUARY 26, 2014

Warrant Number	Name of Payee	Reference Number	Amount
193496	SOCIAL THINKING PUBLISHING	PO-333125	174.52
193497	SPORTS FACILITIES GROUP INC	PO-331236	375.00
193498	STAPLES ADVANTAGE	PO-330278	33.97
		PO-330496	109.33-
		PO-330548	217.85
		PO-330657	9.72-
		PO-330659	158.76
		PO-330671	572.94
		PO-330673	92.07
		PO-330694	75.58
		PO-330696	241.03
		PO-331047	1,108.22
		PO-331350	
		PO-331358	518.04
193499	STARKEY HEARING TECHNOLOGIES	PO-332937	389.87
193500	SUNBURST DIGITAL INC	PO-333168	99.95
193501	SUPPORTING SCIENCE INC	PO-332394	685.87
193502	THE WRITER LEARNING SYSTEMS	PO-333006	275.72
193503	TRANSTRAKS	PO-331790	750.00
		PO-332015	2,160.00
193504	ULINE	PO-330176	750.60
193505	ULTRASOUND AUDIO INC.	PO-333027	57,459.78
193506	UNIQUE SWEEPING	PO-331560	270.00
193507	UNITED TRANSMISSION EXCHANGE	PO-330874	314.65
193508	VEX ROBOTICS INC	PO-332772	462.88
193509	WATERLINES TECHNOLOGIES INC	PO-331136	5,630.85
193510	WAXIE	PO-333132	123.90
193511	WESTED	PO-333044	62.91
193512	WESTERN PUMP	PO-331561	315.00
193513	WHITE CAP	PO-330181	1,994.26
193514	YALE CHASE EQUIPMENT AND	PO-330952	1,038.68
		PO-332336	4,678.26
193515	STAPLES ADVANTAGE	PO-330523	407.87
		PO-330525	55.31
193516	STAPLES ADVANTAGE	PO-330525	55.30
193517	STAPLES ADVANTAGE	PO-330525	55.30
193518	CONCRETE COATING SPECIALISTS	PO-331134	48,338.00
193519	CONSOLIDATED ELECT DISTR	PO-330433	8,761.77
193520	CR&R INCORPORATED	PO-331121	15,765.25
193521	MOULTON NIGUEL WATER	PO-330245	8,874.71
193522	SAN DIEGO GAS & ELECTRIC	PO-330248	78,816.69
193523	SANTA MARGARITA WATER	PO-330247	2,037.16
193524	SO CAL GAS CO	PO-330249	579.77
193525	MAR VAC ELECTRONICS	PO-330216	355.28
193526	MISSION AUTO SERVICE	PO-332068	1,991.42

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Warrant Number	Name of Payee	Reference Number	Amount
193527	NASCO WEST	PO-330484	133.75
		PO-333237	548.96
		PO-333238	60.59
193528	NETWORK HARDWARE RESALE	PO-333261	4,620.00
193529	NILES BIOLOGICAL	PO-331956	178.79
193530	OFFICE DEPOT	PO-330363	65.74
		PO-331398	56.86
		PO-331517	237.75
193531	OTICON	PO-333187	1,911.76
193532	P A THOMPSON ENGR CO	PO-331566	490.00
193533	PACIFIC GO NATURAL GAS	PO-330854	290.51
193534	PACWEST AIR FILTER LLC	PO-330420	7,210.71
193535	PERMA-BOUND	PO-332713	221.63
193536	PRAXAIR	PO-330856	45.73
		PO-332401	67.76
193537	Q FENCE AND FABRICATION	PO-332965	10,850.00
193538	QUALITY TOWING	PO-331565	228.00
193539	READ NATURALLY	PO-333073	130.90
193540	REALLY GOOD STUFF	PO-333211	54.93
193541	RINCON TRUCK PARTS	PO-330886	4,004.73
		PO-331441	175.67
193542	SMART & FINAL	PO-330323	371.77
		PO-330366	169.92
		PO-330367	87.78
		PO-330508	248.18
		PO-330515	148.75
		PO-330662	190.14
		PO-331513	36.72
		PO-331516	100.62
		PO-331830	94.15
		PO-331976	314.55
		PO-332028	47.98
		PO-332384	198.76
		PO-332710	35.22
193543	THYSSENKRUPP ELEVATOR CORP	PO-331669	531.00
193544	TIFCO INDUSTRIES	PO-333278	1,235.36
193545	TIME FOR KIDS	PO-331861	176.80
193546	TONY'S LOCKSMITH SERVICE	PO-331562	1,713.20
193547	TOXGUARD FLUID TECHNOLOGIES	PO-332502	441.71
193548	TRIPLE A PUMPING & JETTING	PO-331531	1,800.00
193549	TROXELL COMM INC	PO-333102	386.66
193550	TUTTLE-CLICK FORD	PO-331337	365.80
193551	WAXIE	PO-332997	2,073.97
193552	SMART & FINAL	PO-331154	171.77
193553	ALPINE ACADEMY	PO-330127	11,535.70

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Warrant Number	Name of Payee	Reference Number	Amount
193554	CENTER FOR AUTISM RESEARCH	PO-331115	2,016.00
		PO-332358	2,134.80
193555	DEVEREUX TEXAS TREATMENT	PO-330679	12,985.73
193556	DEVEREUX TEXAS TREATMENT	PO-330678	9,832.71
193557	HERITAGE SCHOOLS INC	PO-330680	10,881.48
		PO-333120	17,212.92
193558	NEW HAVEN YOUTH & FAMILY	PO-332266	8,529.00
		PO-332602	6,392.25
193559	SPECTRUM CENTER ROSSIER PARK	PO-331948	3,876.00
193560	THERAPEUTIC EDUCATION CENTER	PO-330130	3,150.00
		PO-330632	3,375.00
193561	ANTONIUS, LYNDIA	PV-142561	179.00
193562	BESTGEN, MARY	PO-331851	586.67
193563	KROGMAN, DEBRAH	PV-142559	66.64
193564	SCOE PRIVATE SCHOOLS	PO-333375	100.00
193565	SYLVAN LEARNING CTR OF LAGUNA	PO-332310	3,947.30
193566	CERTIFIED TRANSPORTATION	PV-142566	943.50
193567	DISCOVERING SCIENCE	PO-332788	3,060.00
		PO-333173	3,570.00
193568	PACIFIC COAST SIGHTSEEING	PV-142565	425.00
193569	BAILEY, KIM	PV-142567	200.00
193570	BANOS, FLORIBERTA	PV-142568	15.00
193571	BARBEAU, CAROLINE	PV-142569	84.00
193572	BARTA, ANDREW	PV-142570	20.00
193573	CORBIN, CARLEY	PV-142571	16.00
193574	KELSEY, REBECCA	PV-142572	84.00
193575	LAS FLORES MIDDLE SCHOOL PTA	PV-142573	120.00
193576	PAGANO, LYNN	PV-142574	72.00
193577	ROSE, REBECCA	PV-142575	23.00
193578	SAMPSON, CHERYL	PV-142576	22.19
193579	WAGNER, KERRY	PV-142577	32.00
193580	CARUCCI, LINDSAY	PV-142578	54.32
193581	CHACO, MARISSA	PV-142579	34.16
193582	COLLINGS, JANICE	PV-142580	65.52
193583	DAVIS, DANIELLE	PV-142581	89.04
193584	ENGELSON, EMILY	PV-142582	80.64
193585	ENRIQUEZ, MICHELLE L	PV-142583	69.44
193586	FITZSIMMONS, KATHLEEN	PV-142584	63.84
193587	FLYNN, MARGARET	PV-142585	106.40
193588	GILL, ARVINDER	PV-142587	87.36
193589	GROSS, DEANNA	PV-142588	8.96
193590	HALL, SHEILA	PV-142589	193.20
193591	HAYES, NATALIE	PV-142590	17.92
193592	JIMENEZ, DENISE	PV-142591	75.04
193593	MANDERBACH, KAREN	PV-142592	76.16

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
193594	METTERT, LISA M	PV-142593	104.16
193595	MORROW, ELYSE	PV-142594	53.76
193596	NORRIS, MAUREEN	PV-142595	56.56
193597	PLACE, SUSAN	PV-142596	11.20
193598	RASHIDI, AKRAM KIM	PV-142597	64.96
193599	SHAH, RANA	PV-142598	58.24
193600	STREZA, KATRINA	PV-142599	13.44
193601	TRAN, PHI	PV-142600	5.60
193602	TROFFER, GARRETT	PV-142601	96.32
193603	VARGAS, DAVID	PV-142602	207.20
193604	WALSH, EILEEN	PV-142603	67.20
193605	WEINELL, CAROL	PV-142604	89.04
193606	WHALEN, ANDREA	PV-142605	49.28
193607	AVES AUDIO VISUAL SYSTEMS	PO-333216	219.59
193608	B & H PHOTOGRAPHY	PO-332932	1,941.92
193609	BERTRANDS HORN IMPROVEMENT	PO-333019	161.37
193610	BSN SPORTS INC	PO-332223	10,351.05
193611	FUN AND FUNCTION	PO-331989	88.12
193612	JOSTENS	PO-332654	10.50
193613	LAKESHORE LEARNING MATERIALS	PO-332200	865.16
193614	CAPISTRANO UNIFIED SCHOOL DIST	PO-330320	82,233.71
193615	MARKERBOARD PEOPLE	PO-333246	990.00
193616	MCGRAW HILL COMPANIES	PO-332367	51.31
193617	MCGRAW-HILL COMPANIES	PO-333326	3,525.00
193618	MERCURY DISPOSAL SYSTEM INC	PO-331085	80.20
193619	MUNICIPAL UNDERGROUND SERVICES	PO-333446	17,100.00
193620	NASCO WEST	PO-331175	105.12
		PO-333026	473.52
		PO-333182	298.35
193621	NATIONAL GEOGRAPHIC SCHOOL PUB	PO-330932	957.00
193622	NCS PEARSON	CM-140081	219.77-
		PO-332338	1,063.36
		PO-333122	864.58
		PO-333266	1,312.42
193623	ORANGE COUNTY PROBATION DEPT	PO-331221	1,200.00
193624	ORANGE COUNTY REGISTER	PO-333407	133.44
		PO-333409	133.44
		PO-333410	133.44
193625	PASCO SCIENTIFIC	PO-332958	80.12
193626	PATHWAY COMMUNICATIONS LTD.	PO-332753	341.28
193627	PC MALL GOV	PO-332516	747.27
		PO-333088	99.84
193628	PERMA-BOUND	PO-332996	4,986.90
193629	PLAYPOWER LT FAMINGTON INC.	PO-332890	633.44
193630	S&S WORLDWIDE INC	PO-333150	122.99

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Warrant Number	Name of Payee	Reference Number	Amount
193631	SCHOLASTIC INC	PO-330350	866.25
		PO-332806	972.00
		PO-333117	1,112.40
193632	SCHOOL OUTFITTERS.COM	PO-333232	787.08
193633	SOCIAL THINKING PUBLISHING	PO-332286	65.02
193634	SPORTS IMPORTS INC	PO-332942	1,069.20
193635	SWEETWATER SOUND	PO-332544	1,018.00
193636	UNIQUE SWEEPING	PO-331560	270.00
193637	VERNIER SOFTWARE	PO-333030	548.85
193638	WHITE CAP	PO-330172	71.06
		PO-330181	124.48
193639	BENS ASPHALT	PO-333230	64,427.50
		PO-333231	18,421.75
		PO-333234	17,403.65
193640	CITY OF SAN JUAN CAPISTRANO	PO-330226	677.39
193641	CONCRETE COATING SPECIALISTS	PO-333141	3,900.00
193642	CONSOLIDATED ELECT DISTR	PO-330433	3,653.00
193643	E. STEWART AND ASSOCIATES	PO-330434	2,160.00
193644	PACIFIC PLUMBING COMPANY OF	PO-331262	25,417.90
		PO-333131	5,400.00
193645	SAN DIEGO GAS & ELECTRIC	PO-330248	90,037.08
193646	SANTA MARGARITA WATER	PO-330247	3,062.07
193647	SO CAL GAS CO	PO-330249	6,124.40
193648	SO COAST WATER DIST	PO-330224	766.98
193649	SOUTH COAST FIRE PROTECTION	PO-331246	8,480.36
193650	BLIND CHILDREN'S LEARNING	PO-333160	2,545.50
193651	CEDRIC AND CAROLINE CHOAN	PO-333048	43,350.00
193652	DEVEREUX TEXAS TREATMENT	PO-332264	81.75
193653	MINGUS MOUNTAIN ACADEMY	PO-330128	6,412.80
		PO-330677	10,556.72
193654	NEW HAVEN YOUTH & FAMILY	PO-332266	1,830.00
		PO-332856	106.17
193655	SPEECH & LANGUAGE DEVELOPMENT	PO-330642	2,562.25
		PO-331680	4,242.00
		PO-331853	3,700.00
		PO-332858	3,700.00
193656	WIELATH, JOSEPH AND/OR LIVIA	PO-330053	487.80
193657	1ST JON	PO-330413	128.20
193658	AMDI	PO-332417	222.00
193659	APPLE COMPUTER INC	PO-333047	10,416.00
193660	CAL-STATE AUTO PARTS INC	PO-331558	411.08
193661	CALIFORNIA BOILER INC.	PO-332060	886.80

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Warrant Number	Name of Payee	Reference Number	Amount
193662	CAMCOR INC	PO-332403	399.37
		PO-332617	489.02
		PO-332835	1,956.09
		PO-332948	489.02
		PO-333121	1,467.07
		PO-333217	399.37
193663	CAPISTRANO GOLF CARS	PO-331446	8,347.85
193664	CAROLINA BIOLOGICAL SUPPLY CO	PO-330888	136.91
193665	CDW GOVERNMENT	PO-333271	216,751.23
193666	CHEFS TOYS	PO-332413	464.34
193667	CINTAS CORP #640	PO-331131	115.85
193668	CINTAS FIRST AID & SAFETY	PO-331130	266.83
		PO-331739	240.90
193669	CLEAN ENERGY	PO-330853	18,661.63
193670	CLEAN SOURCE	PO-330168	45.22
193671	COASTAL BLUE	PO-332957	577.80
193672	COMPLETE OFFICE OF CA	PO-330100	18.34
		PO-330330	35.63
		PO-330362	7.12
		PO-330718	140.39
		PO-331973	51.82
193673	CREATIVE CONTRACTORS CORP	PO-332907	550.00
193674	CREATIVE FORMS DESIGN INC	PO-333386	35.53
193675	CROWN VALLEY TRANS	PO-331629	6,026.00
193676	CULVER-NEWLIN	PO-332883	622.08
		PO-332914	322.70
		PO-332927	322.76
193677	DANIELS TIRE SERVICE	PO-330869	774.87
193678	DAVE BANG ASSOCIATES INC	PO-332556	14,767.20
		PO-332894	5,303.89
193679	DELL MARKETING L P	PO-333064	95.33
		PO-333092	530.16
		PO-333203	61.53
193680	DEMCO INC	PO-332882	94.29
193681	DENAULT'S HARDWARE	PO-330201	110.98
193682	DEWEYS HOME APPLIANCES	PO-332912	4,428.00
193683	DFS FLOORING	PO-332607	2,722.00
193684	DM COLOR EXPRESS	PO-332118	737.10
193685	DPF FILTERS INC.	PO-331505	300.00
193686	DUNN-EDWARDS CORP	PO-330229	403.17
193687	FREEWAY AUTO SUPPLY	PO-330860	32.08
193688	FRICTION MATERIALS CO.	PO-330870	2,673.24
193689	EXECUTIVE ENVIRONMENTAL SVCS	PO-333389	3,236.77
193690	MOORE'S SEWING MACHINE	PO-333267	109.24

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Warrant Number	Name of Payee	Reference Number	Amount
193691	PATHWAY COMMUNICATIONS LTD.	PO-332295	160.70
		PO-332343	170.94
193692	RINCON TRUCK PARTS	PO-330886	109.02
193693	SCHOLASTIC INC	PO-332453	858.55
193694	SCHOLASTIC INC	PO-332561	2,460.31
193695	SIGNS BY CREATIONS UNLIMITED	PO-330193	62.64
193696	SMARDAN SUPPLY COMPANY	PO-330163	2,214.41
193697	SOUTH COAST FAMILY MEDI CENTER	PO-330392	420.00
193698	SPARKLETTS	PO-330361	8.02
		PO-330697	11.98
193699	SUPPLY LINE BUILDING MATERIALS	PO-330212	91.28
193700	WATERLINES TECHNOLOGIES INC	PO-331136	5,054.42
193701	WESTERN GRAPHIX	PO-331281	358.60
193702	WESTERN PSYCH SERVICES	PO-330057	177.01
		PO-330936	560.74
		PO-331082	294.03
		PO-332469	901.69
193703	WESTERN PUMP	PO-331561	2,306.45
193704	YALE CHASE EQUIPMENT AND	PO-332336	470.16
193705	SPARKLETTS	PO-331578	3.64
		PO-331585	8.77
		PO-331595	5.09
		PO-331597	2.00
193706	CADA CENTRAL	PO-333433	1,995.00
193707	MISSION SAN JUAN CAPISTRANO	PO-333059	220.50
193708	OCEAN INSTITUTE	PO-333387	1,740.00
		PO-333388	1,740.00
		PO-333425	150.00
		PO-333459	50.00
193709	AFRASIABI, MOHAMAD	PV-142634	20.00
193710	AFRASIABI, SHERVIN	PV-142635	65.00
193711	BRENNAN, JILL	PV-142636	26.42
193712	DORE, JUDY	PV-142638	35.98
193713	GARCIA, ISABEL	PV-142639	18.00
193714	KAHN, HANNA	PV-142640	106.00
193715	MCGANN, JOE	PV-142643	27.07
193716	OVERSTREET, SHELLEY	PV-142644	30.00
193717	SCHOLL, STEVEN C	PV-142647	30.00
193718	SCOTT, CONNIE	PV-142648	14.54
193719	BROWNE, CAROLE	PV-142637	65.22
193720	KINCAID, MIKE	PV-142641	21.56
193721	ADAMSON, CORAL	PV-142651	109.76
193722	BARRETT, JANET S	PV-142652	119.28
193723	BIRKINSHAW, SANDY	PV-142653	102.48
193724	BRANNON, DESIREE	PV-142654	115.92

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Warrant Number	Name of Payee	Reference Number	Amount
193725	BUCKMAN, JENNIFER	PV-142655	96.32
193726	CARDIN, PATTI	PV-142656	146.72
193727	CAUDILL, AMANDA	PV-142657	143.92
193728	CLIFT, LYNNETTE I	PV-142658	70.56
193729	CROSS, MINDY	PV-142659	198.80
193730	ELKINS, KAREN	PV-142660	136.08
193731	FRIEDLANDER, DOROTHY	PV-142661	305.76
193732	GOLDBECK, MELISSA	PV-142662	16.24
193733	GOMEZ, LYDIA	PV-142663	151.20
193734	GONG, PHOEBE	PV-142664	119.84
193735	HAUN, BARBARA	PV-142665	106.40
193736	HERTZ, JANA	PV-142666	100.24
193737	HEUSER, RACHEL	PV-142667	291.20
193738	HILL, DAWN	PV-142668	137.76
193739	HOOPER, GWYNETH	PV-142669	37.52
193740	KIMMELL, JULIE	PV-142670	116.48
193741	LAIDLEY, JOANIE	PV-142671	79.52
193742	LEAHY, CHRISTINA	PV-142672	96.88
193743	MITCHELL, KAREN P	PV-142673	154.56
193744	NOYES, JANN	PV-142674	75.60
193745	PARKER, LAURA	PV-142675	120.96
193746	PROODIAN, DAVID	PV-142676	8.40
193747	RAFF, DEIDRE	PV-142678	120.40
193748	SOLTIS, PAMELA	PV-142677	155.68
193749	WEIS-DAUGHERTY, DENISE	PV-142679	137.20
193750	WESTON, KELLY	PV-142680	60.48
193751	SICKLER, AUDRA	PV-142682	189.00
193752	WOBST, JUDY	PV-142681	189.00
193753	NASCO WEST	PO-332562	169.52
193754	PRAXAIR	PO-330856	89.98
193755	QUALITY TOWING	PO-333590	440.00
193756	R&S SOIL PRODUCTS INC	PO-330244	338.40
		PO-333593	2,105.60
193757	RICKS TRAILER SUPPLY	PO-331321	312.85
193758	SPEECH CORNER, THE	PO-332285	199.81
193759	SPORT CHALET	CM-140084	8,295.37-
		PO-333483	8,295.37
		PV-142714	8,363.03
193760	SPORTS FACILITIES GROUP INC	PO-331236	4,790.00
193761	TIFCO INDUSTRIES	PO-333278	2,927.02
193762	UNIQUE SWEEPING	PO-331560	270.00
193763	WATERLINES TECHNOLOGIES INC	PO-331136	660.54
193764	WAXIE	PO-332997	37,321.29
193765	WESTERN GRAPHIX	PO-331281	350.00
193766	WESTERN PUMP	PO-331561	573.75

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Warrant Number	Name of Payee	Reference Number	Amount
193767	CITY OF SAN JUAN CAPISTRANO	PO-330226	8,005.25
193768	CONSOLIDATED ELECT DISTR	PO-330433	3,791.86
193769	MOULTON NIGUEL WATER	PO-330245	4,636.33
193770	ORANGE CTY TANK TESTING	PO-331821	1,500.00
193771	PACIFIC ROOFING SYSTEMS	PO-331129	11,042.00
193772	SAN DIEGO GAS & ELECTRIC	PO-330248	93,751.78
193773	SANTA MARGARITA WATER	PO-330247	8,257.15
193774	SO CAL GAS CO	PO-330249	32,426.56
193775	SOUTHERN CALIFORNIA EDISON	PO-330250	2,720.92
193776	STATE WATER RES CTRL BRD	PO-330881	1,791.00
193777	US BANK	PO-333454	750.00
193778	WLC ARCHITECTS INC	PO-324660	3,655.05
		PV-142702	1,056.15
193779	PUBLIC ECONOMICS INC	PO-333452	4,971.00
		PO-333555	657.50
193780	ACETEC SECURITY SYSTEMS	PO-330242	4,900.00
193781	ACHIEVEMENT PRODUCTS	PO-331754	43.98
193782	ACORN MEDIA	PO-333210	122.18
193783	APPLE COMPUTER INC	PO-332962	640.92
		PO-333068	1,949.76
		PO-333165	7,635.36
		PO-333200	1,955.52
		PO-333263	651.84
193784	ASSOCIATION OF CALIFORNIA	PO-330733	260.00
193785	B & H PHOTOGRAPHY	PO-332933	102.85
193786	CALIFORNIA WESTERN VISUALS	PO-332999	15,997.51
193787	CAMCOR INC	PO-333004	8,313.40
		PO-333103	1,597.49
		PO-333212	1,956.09
		PO-333287	276.91
193788	CASBO	PO-332939	250.00
193789	CHANNING BETE COMPANY INC	PO-333127	53.34
193790	COMMERCIAL AQUATIC SERVICES	PO-333595	18,750.00
193791	DBQ PROJECT, THE	PO-332830	1,404.00
193792	FOLLETT EDUCATIONAL SVC	PO-333130	5.61
193793	GANAHL LUMBER	PO-330225	1,632.69
193794	GOPHER ATHLETIC/SPORTS	PO-331393	148.93
		PO-332764	1,123.91
		PO-332974	1,734.88
		PO-332975	1,497.07
193795	GRAPHIC SYSTEMS	PO-331598	505.83
193796	HANDS ON TASKS INC	PO-332113	249.26
193797	HANDWRITING W/O TEARS	PO-333018	608.89
193798	HD SUPPLY FACILITIES MAINTN	PO-330233	436.32
193799	HEINEMANN PUBLISHING	PO-333046	1,695.66

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Warrant Number	Name of Payee	Reference Number	Amount
193800	HIRSCH PIPE & SUPPLY	PO-330166	613.15
193801	HITT MARKING DEVICE	PO-333256	56.33
		PO-333324	333.35
		PO-333325	88.41
193802	HYDRO-SCAPE PRODUCTS INC	PO-330416	34.91
193803	IMAGE 2000	PO-331550	143.60
		PO-332432	237.00
		PO-333252	894.24
		PO-333253	2,910.60
193804	INSIGHT SYSTEMS EXCHANGE	PO-332662	7,763.20
		PO-332820	1,940.80
		PO-332878	71.28
		PO-332961	388.80
		PO-332963	388.16
		PO-332979	388.16
		PO-332982	3,444.85
		PO-332983	2,296.60
		PO-333069	2,328.96
		PO-333093	673.52
		PO-333195	151.20
193805	J W PEPPER & SON INC	PO-330138	240.85
193806	JAGUAR EDUCATION	PO-331757	131.33
193807	JIM'S MUSIC CENTER	PO-333114	219.00
193808	JOHN DEERE LANDSCAPES	PO-330417	5,167.53
193809	KELLY PAPER COMPANY	PO-330151	4,393.49
193810	KNORR SYSTEMS INC.	PO-331440	176.00
193811	LAKESHORE LEARNING MATLS	PO-332840	1,358.41
		PO-333013	584.82
193812	LIFETRENDS GROUP	PO-333378	92.65
193813	LINGUI SYSTEMS INC	PO-333146	486.80
193814	LOCAL JANITORIAL & VACUUM	PO-330206	133.87
193815	W W GRAINGER INC	PO-330190	376.03
		PO-330499	390.87
		PO-333491	19,618.62
193816	LAKESHORE LEARNING MATLS	PO-331108	358.07
193817	MILLER MECHANICAL	PO-331563	4,813.23
193818	MISSION AUTO SERVICE	PO-332068	1,137.21
193819	NATIONAL CONTROLS INC	PO-333524	469.90
193820	NATL SCH PUB RELATN ASSN	PO-333354	45.00
193821	ONE STOP BINDERY	PO-330150	1,250.00
193822	ORANGE COUNTY REGISTER	PO-332768	1,938.84
193823	OTIS ELEVATOR COMPANY	PO-332592	624.56
193824	PACIFIC GO NATURAL GAS	PO-330854	184.49
193825	PATHWAY COMMUNICATIONS LTD.	PO-333213	341.28
193826	POLAR ELECTRO INC.	PO-324630	350.00

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Warrant Number	Name of Payee	Reference Number	Amount
193827	PROSURFACE	PO-333244	1,490.00
193828	PRUDENTIAL OVERALL SUP	PO-330144	65.72
193829	SCHOLASTIC INC	PO-333008	592.42
193830	SCHOLASTIC INC	PO-332437	681.57
193831	SEPULVEDA BLDG MATERIALS	PO-330195	478.39
193832	SIERRA SOIL	PO-330209	6,289.40
193833	SMOG EXPRESS	PO-331238	214.85
193834	SPICERS PAPER CO	PO-330152	970.77
		PO-333490	8,890.54
193835	SPORT CHALET	PO-333457	1,564.11
193836	TECH4LEARNING	PO-333291	224.00
193837	THYSSENKRUPP ELEVATOR CORP	PO-331669	1,239.00
193838	TONY'S LOCKSMITH SERVICE	PO-331562	22.63
193839	TROXELL COMM INC	PO-333338	64.45
193840	UNITED COMMUNICATION SYSTEMS	PO-333279	4,459.98
193841	UNITED RENTALS	PO-330208	767.74
193842	UNITED TRANSMISSION EXCHANGE	PO-330874	1,566.00
193843	VISTA PAINT CORP	PO-330174	444.31
193844	WAXIE	PO-331146	5,765.32
		PO-332997	3,603.25
193845	WESTERN ILLUMINATED PLASTIC	PO-332606	1,908.66
193846	WHITE CAP	PO-330172	79.03
193847	YALE CHASE EQUIPMENT AND	PO-330952	2,404.67
		PO-332336	410.22
193848	YORK INDUSTRIES	PO-330941	2,303.11
193849	CAPISTRANO CONNECTIONS ACADEMY	PO-330299	386,266.00
193850	COMMUNITY ROOTS	PO-330302	144,878.00
193851	JOURNEY CHARTER SCHOOL	PO-330301	132,867.00
193852	NATL ASSN COLL ADM COUNS	PO-333559	160.00
193853	OCEAN INSTITUTE	PO-333554	500.00
193854	OPPORTUNITY FOR LEARNING	PO-331810	100,469.00
		PV-142778	76,197.00
193855	OXFORD ACADEMY	PO-330300	454,407.00
193856	ROBOTEVENTS	PO-330337	150.00
193857	SOUTH COAST ROP	PO-331422	145,152.75
193858	UNITED STATES ACADEMIC	PO-332454	659.00
193859	OPPORTUNITY FOR LEARNING	PV-142715	21,140.10
193860	MAIL FINANCE	PO-330502	1,103.73
193861	OFFICE DEPOT	PO-331517	55.94
		PO-332149	102.55
		PO-332711	467.55
		PO-333255	133.26
193862	ORANGE COUNTY PROBATION DEPT	PO-331221	400.00
193863	ORANGE COUNTY REGISTER	PO-331044	218.40
		PO-332768	483.90

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193864	PITNEY BOWES/PRESORT SERVICES	PO-330153	213.26
193865	RIDDELL/ALL AMERICAN	CL-130411	7,040.15
		CM-140082	250.56-
193866	SCHOLASTIC INC	PO-332289	544.50
193867	SMART & FINAL	PO-330323	185.90-
		PO-330366	128.77
		PO-330508	437.16
		PO-331347	37.80
		PO-331395	344.45
		PO-331513	182.98
		PO-331830	12.85-
		PO-331976	420.10
		PO-332710	33.27
		PO-333157	6.76
193868	SOLARWINDS	PO-333514	1,015.00
193869	SOUTH COAST FAMILY MEDI CENTER	PO-330710	1,074.00
193870	SOUTH COAST MEDICAL GROUP	PO-330715	30.00
193871	SPICERS PAPER CO	PO-330152	970.90
		PO-333490	5,325.93
193872	SPORT CHALET	PO-333483	16,600.00
193873	STAPLES ADVANTAGE	PO-330278	185.82
		PO-330496	168.73
		PO-330548	3.77
		PO-330659	520.98
		PO-330671	39.71
		PO-330673	273.45
		PO-331047	73.64
		PO-331358	175.61
193874	UNITED PARCEL SERV	PO-330155	4,350.00
193875	VERIZON WIRELESS	PO-330161	2,972.30
193876	WAL MART COMMUNITY/GEGRB	PO-330368	9.66
		PO-331692	15.00
		PO-331933	149.53
		PO-331934	255.37
		PO-332701	291.74
193877	OFFICE DEPOT	PO-331053	458.45
193878	WAL MART COMMUNITY/GEGRB	PO-332431	158.23
193879	WAL MART COMMUNITY/GEGRB	PO-333025	122.74
193880	ALTERNATIVE COMMUNICATIONS	PO-332951	832.00
193881	BERRY, SCOTT AND/OR JAIME	PO-332396	982.80
193882	FARIBORZ, SURUR FAZELI	PO-331060	278.10
193883	GOODWILL INDUSTRIES OF	PO-330756	902.60
193884	GOODWILL INDUSTRIES OF ORANGE	PO-330755	11,100.00
193885	HEAR NOW DBA ABRAMSON	PO-330714	1,310.00
193886	KENNEY, ROBERT AND MARIE	PO-333123	2,370.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....FEBRUARY 26, 2014

Warrant Number	Name of Payee	Reference Number	Amount
193887	MACNAMARA DANIEL & ALICIA	PO-333313	349.47
193888	MC ILVAIN, PATRICK & STEPHANIE	PO-331101	1,349.70
193889	MCCOY, MICHAEL AND PAM	PO-330358	1,342.22
193890	SUNBELT STAFFING LLC	PO-330488	3,080.00
193891	WERTHEIMER-GALE & ASSOCIATES	PO-331854	78.00
		PO-331856	312.00
		PO-331857	39.00
		PO-332388	110.50
		PO-333539	39.00
193892	ART MASTERS	PO-333530	200.00
193893	ART MASTERS INC	PO-330577	2,048.00
		PO-332259	2,045.00
193894	BESTGEN, MARY	PO-331851	586.67
193895	BRISTOW, JEFFREY	PO-331366	6,120.00
193896	CAMPCO	PO-330832	2,911.43
193897	DEPT OF GENERAL SERVICES	PO-333391	467.50
193898	HOROWITZ, DEBRA L	PO-330924	100.00
193899	LCRA TRUST	PO-333435	13,186.58
193900	MEET THE MASTERS INC	PO-330489	1,483.36
		PO-330491	1,986.54
		PO-330492	2,278.42
		PO-330493	3,526.50
		PO-330494	1,094.08
		PO-330497	3,608.58
		PO-330498	1,579.62
		PO-331418	866.82
		PO-331420	2,999.30
		PO-331428	2,345.00
		PO-331995	2,910.50
193901	NICOLE MILLER & ASSOC INC	PO-330474	3,750.00
193902	VAVRINEK TRINE DAY & CO LLP	PO-331700	6,400.00
193903	STEIN, CHRISTINE	PO-330563	1,904.00
193904	ACSI	PO-333373	1,881.00
193905	BELLANTE, ROZ D	PV-142703	160.00
193906	BLAND, LISA	PV-142704	179.00
193907	BOWDEN, JOANNA	PV-142705	194.00
193908	BROWN, SUSAN	PV-142706	179.00
193909	BYERS, VICKI	PV-142707	15.00
193910	CASBO	PO-333415	635.00
		PO-333416	835.00
193911	CASBO/CENTINELA SOUTH BAY C/O	PO-332744	140.00
193912	CHRISTMAN-STURM, TRACY	PV-142712	150.00
193913	COMPUTER USING EDUCATORS	PO-333423	485.00
		PO-333424	485.00
193914	EDTECH TEACHER INC	PO-333374	1,290.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....FEBRUARY 26, 2014

Warrant Number	Name of Payee	Reference Number	Amount
193915	IMSLAND, TRACEY	PV-142708	194.00
193916	LEAHY, CHRISTINA	PV-142713	400.00
193917	LOVE AND LOGIC INSTITUTE	PO-333248	99.00
193918	MCCORMICK, LENORE	PV-142709	332.32
193919	MEYERS, AMY	PV-142816	267.94
193920	PRIMICIAS, MELISSA	PV-142710	230.96
193921	REGENTS OF THE UNIVERSITY CA	PO-330325	600.00
		PO-333169	400.00
193922	REID, MATTHEW	PV-142711	201.60
193923	RUSINKOVICH, CHERYL	PV-142818	267.94
193924	SIELING, TARA	PV-142817	267.92
193925	STAFF DEVELOPMENT FOR EDUCATOR	PO-332810	369.00
193926	VINCENT FALL & ASSOCIATES	PO-333177	49.50
		PO-333179	49.50
193927	ATKINSON ANDELSON LOYA	PO-330562	1,213.19
193928	LAW OFFICES OF MAUREEN GRAVES	PO-333098	10,000.00
193929	LAW OFFICES OF MICHELLE ORTEGA	PO-331314	240.00
193930	CINTAS CORP #640	PO-331132	10,204.57
193931	CONNELL, CHARLES	PV-142716	15.00
193932	FISHER, CLARK	PV-142717	200.96
193933	GEIGER, PHILIPPA	PV-142718	85.77
193934	LOHMEIER, JULIE	PV-142719	60.00
193935	PARKER, KATHY	PV-142720	60.00
193936	ROJAS, CHRISTY	PV-142721	30.00
193937	WALLA, BECKY	PV-142723	72.00
193938	VERMEULEN, DONALD	PV-142722	27.85
193939	ATCHUE, JENNIFER	PV-142725	111.44
193940	BRACKMAN, MICHELLE	PV-142727	11.76
193941	BRUNTON, MICHELLE	PV-142728	153.44
193942	CAMPBELL, MEGAN	PV-142729	10.64
193943	EATON, ANDREA	PV-142731	31.92
193944	ELLISON, BRETT	PV-142730	26.88
193945	GRANT, TRACY	PV-142732	161.28
193946	HEALY, JEROME	PV-142733	14.00
193947	KOPELSON, KATHLEEN	PV-142734	140.56
193948	METCALF, HENRY	PV-142735	62.72
193949	MILLER, MARIE T.	PV-142736	23.73
193950	MORAND, CARA	PV-142737	117.04
193951	MORRIS, LINDSEY	PV-142738	44.24
193952	ORGILL, JANELL	PV-142739	104.16
193953	PANNING LA BATE	PV-142740	75.04
193954	POPP, ERIN	PV-142741	45.36
193955	SCHOOLER, DEBORAH	PV-142742	148.40
193956	SMITH, ANNE	PV-142743	112.00
193957	TRUEBLOOD, MELINDA	PV-142744	150.08

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....FEBRUARY 26, 2014

Warrant Number	Name of Payee	Reference Number	Amount
193958	VAN DER WAL, KATRINA	PV-142745	30.24
193959	WISEMAN, HOLLY	PV-142746	117.04
193960	WOLFSON, MEGHAN	PV-142747	103.60
193961	WRAY, ALLISON	PV-142748	20.72
193962	ARGENT, HEIDI	PV-142726	17.92
193963	ARGENT, HEIDI	PV-142749	23.52
193964	AVILA, THERESE	PV-142750	96.88
193965	BOLLA, BRENDA	PV-142751	69.44
193966	BRADLEY, JUDITH S	PV-142752	67.20
193967	BROWN, SUSAN	PV-142753	41.44
193968	CARLISLE, TERESA	PV-142754	35.84
		PV-142755	3.36
193969	CHOI, EUN YOUNG	PV-142756	139.44
193970	COX, LINDA	PV-142757	136.08
193971	CUNNINGHAM, CHADWICK	PV-142758	84.00
193972	DIXON, AURORA	PV-142759	84.00
193973	ELLIS, SHAWNA	PV-142760	85.68
193974	FERGUSON, ERIN	PV-142761	148.40
193975	GRAY, LISA	PV-142762	78.96
193976	HAACK, KATHI	PV-142763	114.80
193977	HACKER, COLIN	PV-142764	229.04
193978	HARVEY, LAUREN	PV-142765	97.44
193979	HERVEY, ROBIN	PV-142766	78.96
193980	HIGHTOWER, SHERI	PV-142767	159.04
193981	HOWARD, ANDREA	PV-142768	166.88
193982	JACOBS, ALLISON	PV-142769	119.28
193983	JONES, JOSEPH	PV-142770	131.04
193984	KERINS, TRACY	PV-142771	32.48
193985	MARBLE, JULIE	PV-142772	68.88
193986	ROBINSON, KHARA	PV-142773	53.76
193987	RODRIGUEZ, NASCINA	PV-142774	129.36
193988	SELECMAN, LANA	PV-142775	61.60
193989	SIELING, TARA	PV-142776	37.52
193990	STIRLING, ROBERT	PV-142777	85.68
193991	THORNBURG, QUIN	PV-142779	78.96
193992	TUCKER, MARYANN	PV-142780	246.40
193993	AZMI, RAWISH & NIDA	PV-142781	238.56
193994	BAUER, ADAM OR GINA	PV-142782	56.45
193995	BECKHAM, NATHAN & DANIELLE	PV-142783	358.40
193996	BOYD, VALERIE	PV-142784	104.16
193997	CANET, DONALD OR ERIN	PV-142785	157.25
193998	CLARK, BRIAN OR YOLANDA	PV-142786	67.20
193999	COON, MATTHEW/ERIKA	PV-142787	211.68
194000	CROWE, ROBERT AND/OR VIRGINIA	PV-142788	680.06
194001	CUHADAROGLU, MEHMET OR BELGIN	PV-142789	890.40

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....FEBRUARY 26, 2014

Warrant Number	Name of Payee	Reference Number	Amount
194002	DESHAZER, ALEX OR DARCY	PV-142790	164.64
194003	EASTMAN, STEPHEN & TARA	PV-142791	310.46
194004	ESPINO, JUAN/MAYRA	PV-142792	32.14
194005	FINCH, JASON/NICOLETTE	PV-142793	76.61
194006	GAU, MARY	PV-142794	201.60
194007	HARRAMAN, RUSSEL & IVANA	PV-142795	197.57
194008	HOGGATT, ROBERT/VERONICA	PV-142796	245.28
194009	JOHNSON, EDWIN OR MELISS	PV-142797	389.76
194010	JONES, DANNY & NANCY	PV-142798	276.64
194011	JUNCAJ, EMILIO & LESLI	PV-142799	407.68
194012	LE, CHAU & TRAN, TU	PV-142810	147.84
194013	LIDDLE, DREW & LESLIE	PV-142800	204.29
194014	LOPEZ, CELESTES	PV-142801	127.68
194015	MOHEB, MEHRDAD & NASR, NAHID	PV-142802	47.04
194016	NICOLL, THOMAS & HEIDI	PV-142803	78.40
194017	PHAN, ANDRE	PV-142804	285.83
194018	QUENGA, JOSEPH OR TRACY	PV-142805	589.57
194019	RAMOS, ELLIOT/SEPULVEDA, LYCEL	PV-142806	174.72
194020	RODAS, PHILLIP AND CAROLYN	PV-142807	166.32
194021	SEAL, SOMNATH & PUJA	PV-142808	256.26
194022	SMITH, JAMES OR KIMBER	PV-142809	383.26
194023	TRITZ, RICHARD &/OR JULIE	PV-142811	137.76
194024	UNGOS, JAY AND MARIE	PV-142812	440.83
194025	WEATHERWAX, SCOTT & KATHY	PV-142813	332.64
194026	WINKLER, JOHN & CAROL	PV-142814	124.32
194027	ZABOROWSKI, JEFF AND WENDY	PV-142815	198.24
194028	BALLESTEROS, CIRA	PV-142821	138.32
194029	BRAUN, C. ANNE	PV-142822	78.40
194030	ENDER, PAMELA	PV-142823	113.12
194031	KIMINAS, ANTHONY	PV-142824	202.16
194032	KLISTER, PAMELA	PV-142825	115.92
194033	KROGMAN, DEBRAH	PV-142826	56.56
194034	PLACE, SUSAN	PV-142827	10.08
194035	PRIMICIAS, MELISSA	PV-142828	100.80
194036	RIGBY, MICHAEL	PV-142829	191.52
194037	RUSINKOVICH, CHERYL	PV-142830	21.84
194038	SHUMATE, DAGMAR	PV-142831	113.68
194039	STRONG, KARYN	PV-142832	80.08
194040	STURDEVANT-BROWN, LORI	PV-142833	85.12
194041	TABARI, LISA SEYEDI	PV-142834	56.00
194042	TALILI, MAILUMAI	PV-142835	164.64
194043	TERHUNE, CYNTHIA	PV-142836	203.84
194044	TUNULI, JESSICA	PV-142837	14.56
194045	WENTZEL, KORY	PV-142838	100.24
194046	WIEDEMAN, LORI	PV-142839	129.92

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....FEBRUARY 26, 2014

Warrant Number	Name of Payee	Reference Number	Amount
194047	WYNNE, LAUREN	PV-142841	76.72
194048	YOTA, DENISE	PV-142842	79.52
194049	WILBUR, SANDRA S	PV-142840	108.64
194050	OPTIMIKX PRODUCTIONS	PO-332464	42,091.43
194051	ERICKSON, DANA	PV-142844	58.95
194052	STATE BD EQUALIZATION	PV-142845	3,847.00
194053	CAPISTRANO UNIFIED SCHOOL DIST	PO-330320	92,921.14
194054	METROPOLITAN EMPLOYEES	PO-330327	20,814.00
		PO-330340	3,839,314.23
194055	UNUM LIFE INSURANCE	PO-330339	9,288.72
		572 Warrants	\$7,310,986.87

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

VENDOR	TITLE	BOARD APPROVAL DATE
A&R Wholesale Distributors, Inc.	Bid No. 1011-14 Grocery Products	5/9/2011
A&R Wholesale Distributors, Inc.	Bid No. 1011-13 Snack and Beverage Products	5/9/2011
A&R Wholesale Distributors, Inc.	Bid No. 1314-02 Frozen Food Products	6/26/2013
Above All Names Construction Services, Incorporated	Bid No. 1112-11, Concrete Maintenance & Repair	10/26/2011
Advantage Imaging Supply, Inc.	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
American Logistics Co., LLC	Bid No. 1112-04 - Outsource Transportation Service	7/27/2011
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
AMS.NET Inc.	Western State Contracting Alliance (WSCA) WSCA 7-08-70-13, CA Participating Addendum AR-233 Cisco Networking Communications and Maintenance	11/9/2010
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
AMS.NET Inc.	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No. 1011-10, Roofing Repairs and Maintenance	3/8/2011
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 10-0809 General Legal Services	12/15/2009
AVES Audio Visual Systems, Inc.	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Barrett-Robinson, Inc.	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
B&H Foto & Electronics Corp. dab B&H Photo Video	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Ben's Asphalt, Inc.	Bid No. 1213-03 Asphalt Paving, Seal coating and Repair	5/22/2013
Bergman Dacey Goldsmith	RFQ No. 10-0809 General Legal Services	12/15/2009
Bowie, Arneson, Wiles, and Giannone	RFQ No. 10-0809 General Legal Services	12/15/2009
CA Track & Engineering	CMAS 4-09-78-0048A - Advanced Polymer Playground Surface Rubberized Sport Surface, Synthetic Track	9/12/2011
California Western Visuals	CMAS 3-08-70-2515A, GSA No GS-35F-0087U, Smart Technologies Interactive Shite Boards Hardware and Software	6/12/2013
California Western Visuals	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Camcor, Inc	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Campus Foods	Bid 1011-14 Grocery Products	5/9/2011
CDWG	Western State Contracting Alliance (WSCA) Contract No. 7-08-70-13 Cisco Networking Communications and Maintenance	11/9/2010

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

VENDOR	TITLE	BOARD APPROVAL DATE
CDWG	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
CDWG	Dester Sands Unified School District Bud No. 13/14-003, Chromebooks	12/11/2013
Certified Transportation Services, Inc.	Bid No.1314-15 Co-Curricular Bus Service	12/11/2013
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010
Collins & Aikman Floor covering, Inc. C&A/Tandus	Santa Monica-Malibu Unified School District Bid No. 9.10 Flooring Material District wide	5/14/2012
Concepts School and Office Furnishings	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Concepts School and Office Furnishings	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Consolidated Electrical Distributors	Bid No. 1112-05 Electrical Supplies and Materials	6/29/2011
Consulting & Inspection Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste District wide	8/8/2011
Contemporary Services Corporation	RFP No. 5-1213, Event Security Services	2/27/2013
Culver-Newlin	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Culver-Newlin	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Dannis Woliver Kelley (DWK)	RFQ No. 10-0809 General Legal Services	12/15/2009
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
DecisionInsite	RFQ No. 6-1213, Demographic Consultant Services	3/27/2013
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
Dell Computer (Dell Marketing LP)	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27160 awarded to Dell Marketing L.P., California Participating addendum, Computer Equipment, peripherals, and related services.	6/27/2012
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008

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

VENDOR	TITLE	BOARD APPROVAL DATE
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-12-70-2070E, General Services Administration Schedule No. GS-35F-0563U, Resale of Cisco Products and Cisco Branded Service	1/23/2013
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dolinka Group	RFQ No. 5-1314 Developer Fee Consultant Services	10/9/2013
Dominos Pizza	Bid No. 1112-07 Pizza Service	8/24/2011
E. Stewart & Assoc, Inc.	Bid No. 1213-02 - Weed Abatement	5/23/2012
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
First Student, Incorporated	RFP No. 1314-15, Co-Curricular Bus Service	12/11/2013
Fusionstorm	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services.	3/28/2012
GA Dominguez	Bid No 1314-14 Movement and Reconfiguration of Relocatable Buildings	12/11/2013
Gilbert & Stearns, Inc.	Bid No. 1314-18 Electrical Service	1/8/2014
Gold Star Foods	Bid No. 1011-14 Grocery Products	5/9/2011
Gold Star Foods	Bid No. 1112-03 Bakery Products	6/29/2011
Golden Star Technology, Inc dba GST	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Government Financial Services	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Great Western	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Harbottle Law Group	RFQ No. 10-0809 General Legal Services	12/15/2009
Hertz Furniture	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
HMC Architects	RFQ No. 4-1314, Architectural Services	12/11/2013
Hollandia Dairy	Bid No. 1011-08 Milk and Dairy Products	3/8/2011
IBI Group	RFQ No. 4-1314, Architectural Services	12/11/2013
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data Management System	5/25/2011
Insight Systems Exchange	Bid No. 1112-15 Refurbished Computer Equipment	10/24/2012
IPC (USA), Inc.	Multi-District Cooperative Bid No. 108-13, Fuel (Gasoline and Diesel)	7/24/2013
JFK Transportation, Co., Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Johnstone Supply	County of Orange Contract No. MA-080-1701016 - Air Conditioning, Refrigeration Equipment, Parts & Supplies	8/24/2011
Jones-Campbell Company	Glendale Unified School District Bid No. P-16 09/10 School Furnishings, Office Furnishings and Accessories	10/9/2013
Jostens	RFP No. 2-1314 High School Products and Senior Services	9/11/2013
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009

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

VENDOR	TITLE	BOARD APPROVAL DATE
Knowland Construction Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
NvLS Professional Services, LLC	RFQ No. 2-1213, E-Rate Consultant	6/27/2012
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Newport-Mesa Unified School District Bid No. 109-12 Office & School Supplies and Equipment	7/9/12
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
P&R Paper Supply Co.	Bid No. 1213-03 Paper and Plastic Products for Food and Nutrition Services	7/25/2012
Pacific Coast Sightseeing Tours & Charters	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 1213-01 - Plumbing Services	5/23/2012
Pacwest Air Filter	Palo Verde Unified School District Bid No. 111201, HVAC Filters and Installation	6/27/2012
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Pathway Communications, Limited	Bid No. 1314-04 Audio Visual Equipment	7/10/2103
Piper Jaffrey & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
Prime Painting Contractors, Inc.	Bid No. 1314-08, Concordia School	7/10/2013
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Reliance Communications	RFQ 3-1314 Mass Notification System	8/14/2013
Safeco Insurance Co. of America, Liberty Mutual Insurance Company	Bid No. 1011-11, CVHS Theater	10/8/2012
School Facility Consultants	RFP No. 8-1314, State School Building Program Advisor	1/22/2014
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Schools First Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
SectorPoint, Inc.	CMAS Contract No. 4-11-03-0492A GSA Schedule No. GS-07F-0509W Non Information Technology Goods, Civic Permits Software	8.20.12
SHI International Corp.	Wasco Union Elementary School District RFP Project No. 059-12M.1 Microsoft Products	11/14/2012
South Orange County Community College District (Saddleback)	RFP No. 1-1314, After School Enrichment Activities and Camps Program Provider	4/24/2013

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

VENDOR	TITLE	BOARD APPROVAL DATE
Southwest School and Office Supply	Val Verde Unified School District, Bid No 12/13-001 - Just-N-Time Classroom and Office Supply System	10/23/2013
Sparkletts	County of Orange Master Agreement No. MA-017-13011174, Bottled Water	7/24/2013
Stradling Yocca Carlson & Rauth	RFQ No. 10-0809 General Legal Services	12/15/2009
Stutz, Artiano, Shinoff and Holtz	RFQ No. 10-0809 General Legal Services	12/15/2009
Sysco Food Services of L.A.	Bid No. 1011-14 Grocery Products	5/9/2011
Tel-Tec Security System	CMAS 4-11-84-0037A - Security Systems	9/12/2011
Transportation Charter Services, Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Troxell Communications, Inc	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
VCOM dba Valiant National AV Supply	Bid No. 1314-04 - Audio Visual Equipment	7/10/2013
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Vending +Plus	RFP No. 4-1213, Snack & Beverage Vending Services	8/20/2012
Virco	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Waterline Technologies, Inc.	LAUSD Bid No. IFB C-1030, Swimming Pool Chemicals	3/28/2012
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	San Diego Unified School District Bid No. GD-13-0006-64, Custodial and Janitorial Products	1/23/2013
West Coast Arborists, Inc.	Bid No. 1112-10 Tree Trimming Maintenance Service	9/26/2011
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
WLC Architects, Inc.	RFQ No. 4-1314, Architectural Services	12/11/2013
WW Grainger, Incorporated	State of Nevada, Division of Purchasing, and Western States Contracting, Alliance Contract NO. 1862, Awarded to WW Grainger, California Participating Addendum No. 7-11-51-02	10/26/2011
Xerox Corporation	California Multiple Award Schedule Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox Products	6/15/2010

VENDOR PAYMENTS OVER 250K AS OF 2/4/14

2013-14

112650 A & R WHOLESALE DISTRIBUTORS	912,386.85
145322 AMS.NET INC	458,620.65
112173 ASCIP	1,836,962.00
049767 BENS ASPHALT	711,817.28
118161 CAPISTRANO CONNECTIONS ACADEMY	6,291,403.76
130027 CAPISTRANO UNIFIED	2,087,493.91
120141 CAPISTRANO UNIFIED SCHOOL DIST	1,916,988.12
015900 CAPO-LAGUNA BEACH ROP	1,531,917.16
043026 CIGNA	317,726.77
146265 COMMUNITY ROOTS	1,224,895.22
122828 CORVEL ENTERPRISE COMP INC	1,445,167.07
130047 HOLLANDIA DAIRY INC.	258,643.79
144310 INSIGHT SYSTEMS EXCHANGE	269,578.30
144880 IPC USA	375,546.82
105873 JOURNEY CHARTER SCHOOL	1,065,761.00
120832 METROPOLITAN EMPLOYEES	29,798,274.65
061270 MOULTON NIGUEL WATER	261,919.49
143679 NETWORK HARDWARE RESALE	262,446.00
100369 OCEANVIEW SCHOOL	278,676.00
113144 OPPORTUNITY FOR LEARNING	1,267,348.64
066570 ORANGE COUNTY DEPT OF EDUC	2,674,552.99
146264 OXFORD ACADEMY	2,637,802.48
078255 SAN DIEGO GAS & ELECTRIC	3,773,914.79
081031 SCOTT FORESMAN	484,952.86
122718 SOUTHERN CALIFORNIA EDISON	994,011.80
102879 US BANK	1,606,846.65
147868 US BANK	2,493,866.56
036075 W W GRAINGER INC	423,141.36
099210 XEROX CORPORATION	1,305,422.60

**DONATION OF FUNDS
FEBRUARY 26, 2014**

DONATED BY	AMOUNT	PURPOSE	SCHOOL
City of Laguna Niguel	\$5,000.00	Hourly Salaries for After School Program	Aliso Niguel High School
Vending Plus	\$2,405.59	Instructional Materials and Supplies	Aliso Niguel High School
Aliso Niguel High School PTSA	\$475.15	Instructional Materials and Supplies	Aliso Niguel High School
DCH Gardena Honda	\$50.00	Instructional Materials and Supplies	Aliso Niguel High School
City of Dana Point	\$1,500.00	Art Program and Supplies	Ambuehl Elementary School
CR&R Incorporated	\$199.20	Field Trip Transportation	Ambuehl Elementary School
Arroyo Vista K-8 School PTA	\$220.19	Chemical for Science Lab	Arroyo Vista K-8 School
Arroyo Vista K-8 School PTA	\$219.00	Saxophone Case for Middle School Music	Arroyo Vista K-8 School
Bergeson Foundation	\$22,000.00	RSN Aides for 2013-2014	Bergeson Elementary School
Bergeson Elementary School PTA	\$3,291.30	Thinking Maps Instructional Materials	Bergeson Elementary School
Bergeson Elementary School Mandarin Immersion Program	\$10,000.00	ETAP for Mandarin Immersion Program	Bergeson Elementary School
Bergeson Elementary School Mandarin Immersion Program	\$11,000.00	Instructional Aide for Mandarin Immersion Program	Bergeson Elementary School
City of San Clemente	\$3,130.00	After School Homework Club Grant	Bernice Ayer Middle School
Capo Boys Basketball Team	\$166.00	AED Refresh	Capistrano Valley High School
CVHS Girls Soccer Booster Association	\$166.00	AED Refresh	Capistrano Valley High School
CVHS Soccer Boosters	\$166.00	AED Refresh	Capistrano Valley High School
Cougar Cross Country Booster Club	\$166.00	AED Refresh	Capistrano Valley High School
CVHS Football Booster Association	\$166.00	AED Refresh	Capistrano Valley High School
Clarence Lobo Elementary School	\$510.00	3rd Grade Field Trip to Tessmann Planetarium	Clarence Lobo Elementary School
Vending Plus	\$12.04	Non-Instructional Materials and Supplies	Clarence Lobo Elementary School
Concordia Elementary School PTA	\$936.00	2nd Grade Field Trip	Concordia Elementary School
Concordia Elementary School PTA	\$238.00	3rd Grade Field Trip	Concordia Elementary School
Vending Plus	\$16.47	Instructional Materials and Supplies	Concordia Elementary School
City of Laguna Niguel	\$5,000.00	After School Tutorial	Dana Hills High School
George White Elementary School PTA	\$3,331.68	Meet the Masters, Payment #3	George White Elementary School
George White Elementary School PTA	\$3,315.00	Grades 1-4 Science Labs	George White Elementary School
Mrs. Parisa Nourse	\$100.00	Early Childhood Education	Hidden Hills Learning Link
Vending Plus	\$27.66	Instructional Materials and Supplies	John S. Malcolm Elementary School
Vending Plus	\$51.64	Instructional Materials and Supplies	Kinoshita Elementary School
Vending Plus	\$39.70	Instructional Materials and Supplies	Kinoshita Elementary School
Simonson Photography	\$500.00	Instructional Materials and Supplies	Laguna Niguel Elementary School
Vending Plus	\$26.40	Instructional Materials and Supplies	Laguna Niguel Elementary School
Las Flores Elementary School Booster Club	\$14,810.00	5th Grade Outdoor Science School	Las Flores Elementary School
Marblehead Elementary School PTA	\$500.00	PE and Sports Equipment	Marblehead Elementary School
Marblehead Aloha Education Foundation	\$939.96	P.A.L. Stipend	Marblehead Elementary School
Marblehead Aloha Education Foundation	\$802.73	Instructional Materials and Supplies	Marblehead Elementary School
Vending Plus	\$36.54	Instructional Materials and Supplies	Moulton Elementary School
Lawrence A. Maurer	\$3,000.00	8th Grade Scholarship for High School Supplies	Newhart Middle School
Edison International	\$325.02	Instructional Materials and Supplies	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$586.14	Art Grant	Oso Grande Elementary School

**DONATION OF FUNDS
FEBRUARY 26, 2014**

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Oso Grande Elementary School PTA	\$742.30	Art Grant and First Grade Level Grant	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$22,353.00	Meet the Masters and Discovery Science Lessons	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$3,144.75	Student Planners and Homework Folders	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$212.53	PE Equipment Ball Cart	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$3,980.00	4th Grade and 5th Grade Field Trip	Oso Grande Elementary School
Vending Plus	\$26.82	Instructional Materials and Supplies	Oso Grande Elementary School
Vending Plus	\$17.22	Instructional Materials and Supplies	Palisades Elementary School
Philip J. Reilly Elementary School PTA	\$1,410.00	4th Grade Field Trip to the Pilgrim	Philip Reilly Elementary School
Philip J. Reilly Elementary School PTA	\$175.00	1st Grade Assembly - Santa Ana Zoomobile	Philip Reilly Elementary School
RH Dana Elementary School PTA	\$165.00	3rd Grade Field Trip Transportation	RH Dana Elementary School
The Bowers Museum of Cultural Art	\$400.00	Field Trip Transportation Reimbursement	RH Dana Elementary School
RH Dana Elementary School PTA	\$1,094.08	Meet the Masters Payment #3	RH Dana Elementary School
RH Dana Elementary School PTA	\$200.00	3rd Grade Field Trip Transportation	RH Dana Elementary School
Edison International	\$90.00	Instructional Materials and Supplies	RH Dana Elementary School
Ladera Ranch Education Foundation, Inc.	\$10,000.00	Instructional Materials and Supplies	San Juan Hills High School
Mrs. Leslie J. Bennett	\$125.00	Early Childhood Education	San Juan Hills High School
Tustin Cars, Inc.	\$50.00	Instructional Materials and Supplies	San Juan Learning Link
Tustin Lexus	\$50.00	Instructional Materials and Supplies	Serra High School
City of Rancho Santa Margarita	\$50.00	Instructional Materials and Supplies	Tesoro High School
Vending Plus	\$50.00	Additional Hours for Student Supervisor	Tijeras Creek Elementary School
Absolute Green Electronics Recycling	\$28.51	Additional Hours for Student Supervisor	Tijeras Creek Elementary School
Truman Benedict Elementary School PTA	\$181.41	Additional Hours for Student Supervisor	Tijeras Creek Elementary School
Truman Benedict Elementary School PTA	\$1,150.00	Kindergarten Assembly	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$500.00	2nd Grade Field Trip to Kellogg House	Truman Benedict Elementary School
Mrs. Jessica Jaime	\$125.00	Early Childhood Education	Viejo Learning Link
Mako Foundation	\$849.84	Technology	Vista del Mar Middle School
Vista del Mar Middle School PTA	\$65.99	Class Set of Color Pencils	Vista del Mar Middle School
Anonymous		Trombone with Case	Vista del Mar Middle School
Mr. and Mrs. Don and Shelly Ryan		Violin with Case	Vista del Mar Middle School
Wagon Wheel Elementary School PTA	\$448.74	Instructional Supplies and Print Shop	Wagon Wheel Elementary School
Tustin Lexus	\$100.00	Instructional Materials and Supplies	Wagon Wheel Elementary School
Vending Plus	\$25.14	Instructional Materials and Supplies	Wood Canyon Elementary School
Total	\$143,185.74		

FEBRUARY 26, 2014, BOARD MEETING
DISTRICT STANDARDIZED

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

NEW AGREEMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
FSA	1314152	5	Mello Roos	Versatile Systems, Incorporated	Engineering & Calculation, Components & Materials, and Installation & Fabrication Labor for OSHA Compliant Fall Protection Systems on the Loading Bridge and Lighting Catwalks	2/27/2014 Upon Completion	\$ 22,710.71

TOTAL \$ 22,710.71

NEW AGREEMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
PSA	1314159	3	Special Ed	Augmentative Communication Therapies	Provide Assistive Augmentative Communication Services as Designated by District	2/3/2014-6/30/2014	\$ 2,500.00

TOTAL \$ 2,500.00

EXTENSIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1213180	3	Carl Perkins	Pacific Symphony	Provide Musician Workshops to CUSD Students	2/28/2014-2/27/2015	\$ 5,000.00
ICA	1213181	3	Gift Funds	Ocean Institute	Provides Hands-On Marine Science, Environmental Education and maritime History Programs	3/14/2014-3/13/2015	\$ 10,000.00

TOTAL \$ 15,000.00

EXTENSION RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1213174	3	PTA	The Imagination Machine	Provides Educational Assemblies to Enhance Student's Creativity and Writing Skills	2/14/2014-2/13/2015	\$ 10,000.00
PSA	1213176	3	Special Ed	Nathan H. Hunter PhD.	Provide Psychoeducational Assessments of CUSD Students as Requested By District	2/14/2014-6/30/2014	\$ 6,500.00

TOTAL \$ 16,500.00

FEBRUARY 26, 2014, BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

AMENDMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
ICA	1112088	5	General	ApexSpruce, LLC	Provide Services Related to the Development, Training, and Deployment to SharePoint Software and Additional Services as Requested by the District	Contract Name Change	N/A
PSA	1213039	5	Various by Project	Bowie, Ameson, Wiles & Giannone	Legal Services for School Facilities Needs, Surplus Properties and General School Matters	Increase Contract Amount from \$100,000 to \$180,000	\$ 80,000.00
MCA *	1314157	3	Special Ed	Beacon Day School	Basic Education Program/Special Education Instruction	New Revised Fee Schedule	N/A
ICA	1213157	3	Special Ed	Sunbelt Staffing, LLC	Provide Speech Language Pathology Services	Increase Contract Amount from \$30,000 to \$70,000	\$ 40,000.00
TOTAL							\$ 120,000.00

EXTENSION AND AMENDMENT RATIFICATION

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
PSA	1213184	3	Special Ed	Dayle McIntosh Disability Resource Center	Provide School Interpreter Services	Contract Term Extended from 2/22/2014-6/30/2014 and Increase Contract Amount from \$10,000 to \$20,000	\$ 10,000.00
TOTAL							\$ 10,000.00

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MC- Master Contract

Pillar 1 Community Relations

Pillar 2 Safe & Healthy Schools

Pillar 3 Academic Achievement & Enrichment

Pillar 4 Character Development

Pillar 5 Effective Operations

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



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 3 day of February 2014, by and between Versatile Systems, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed \$ 22,710.71 the following:
Capistrano Valley High School Performing Arts Center - Engineering & calculation, components & materials, and installation & fabrication labor for OSHA compliant Fall Protection Systems on the Loading Bridge and Lighting Catwalks
2. The term of the Contract shall begin on February 27, 2014 and end Upon Completion of Work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Executive Director, Facilities, Maintenance & Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

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

- ☒ W-9 Request for Taxpayer Identification Number and Certification
- ☒ Quote/Proposal, dated January 22, 2014
- ☒ Plans and Specifications/Scope of Work
- ☒ Worker's Compensation Certificate
- ☐ Purchase Order Number _____
- ☒ Liability Insurance Certificate
- ☒ Guarantee
- ☒ Certification by Contractor of Criminal Records Check
- ☒ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☐ Payment Bond \$ _____
- ☐ Faithful Performance Bond \$ _____
- ☒ California State Contractor's License Number _____
- ☒ Drug-Free Workplace Certification
- ☒ Tobacco Use Policy
- ☒ Other Compliance with Safety Regulations

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

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Terry Fluent
Print Name

Print Name

Director, Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)



Quote #VSI-2186

January 22, 2014

Capistrano Valley High School
 26301 Via Escolar
 Mission Viejo, CA 92692
 949-429-9380
 Attn: Clark Fisher

RE: Loading Bridge and Lighting Catwalk Fall Protection Systems

Thank you for allowing Versatile Systems to quote you on the fall protection work needed at your facility. Below you will find a summary of our proposed work. Please feel free to contact us if you have any questions.

All personnel fall arrest systems are designed, engineered and installed and tested to meet or exceed the standards set fourth in Federal OSHA Standards for the Construction Industry 1926, Federal OSHA Standards for General Industry 1910, Cal/OSHA Construction Safety Orders, Title 8 (1670), Cal/OSHA General Safety Orders, Title 8 (3210), and ANSI Z359.

Exposure

Workers accessing lighting catwalks are exposed to a fall of greater than 30". Fall protection is required for workers performing maintenance above the Cal/OSHA specified trigger height as set fourth in GISO 3210.

§3210. Guardrails at Elevated Locations. Cal/OSHA General Safety Orders, Title 8 (3210)

- Guardrails shall be provided on all open sides of unenclosed elevated work locations, such as: roof openings, open and glazed sides of landings, balconies or porches, platforms, runways, ramps, or working levels more than 30 inches above the floor, ground, or other working areas of a building as defined in Section 3207 of the General Industry Safety Orders.

Summary:

Based on the scope of work that we discussed during the site visit we have written the following proposal. As always it is important to note that all of these recommendations will be subject to change pending an engineering study. Additionally, Versatile Systems, Inc. will provide all design, engineering and calculations necessary to complete this project. Following the installation we will provide Authorized User Training for up to 15 people.

This proposal is for the design, engineering, materials and labor necessary to install one (1) horizontal lifeline above the catwalk along the loading bridge and two (2) horizontal lifelines above the catwalks above the house seating.

The lifeline along the loading bridge will extend from end to end and be designed for use by two people at any time. The lifelines in the lighting catwalks will extend from one end of the catwalk to the other end and be designed for use by two people at any time.



Based on the engineering we will attach custom end anchors to the CMU Block walls in both areas with concrete. The proposed fall arrest system is the Overhead Uni8 by Capital Safety. The system is constructed of stainless steel cable and components with a shock absorption device designed to limit loads generated in a fall. Users will attach to the system with 11' Self-Retracting Lifelines and a Full body harness. Only ANSI Z359.1-2007 compliant equipment may be used with these systems. We have included the cost for four (4) self-retracting lifelines and four (4) full body harnesses with this proposal. The harnesses will be fitted with suspension trauma relief straps.

Scope of Work:

1. Engineered drawings will be developed showing layout and attachment details. Wet stamped drawings and calculations will be provided with the owners manuals at the completion of the project.
2. Any necessary parts that are not off the shelf items will be fabricated per the engineered drawings.
3. One lifeline will be installed overhead on the upper loading bridge.
4. Two lifelines will be installed at head height along the downstage side of the catwalks.
5. Shuttles will be included for the lifelines and will remain in place on the lines.
6. (4) Self-retracting lifelines and (4) full body harnesses with suspension trauma relief straps will also be included.
7. Upon completion Authorized User Training will be provided for all users and safety personnel who may utilize the system.
8. The first year of inspections is included with this proposal. The first inspection report will be generated at the time of installation.

Services:

Engineering & Design

Our California Licensed Structural Engineer will develop a full design package with drawings and calculations showing the layout and all attachment details of the lifeline systems. The engineering calculations will show that the lifeline system has been designed to meet a safety factor of 2 while there are a total of two workers on any lifeline, at any given time.

Installation

Versatile Systems is a licensed "B" General Contractor in the State of California. All work being done at your site will be completed by Versatile Systems full time employees that have been extensively training in general safety and fall protection practices and procedures. California Contractors License #937620.

Our installers have been trained by the manufacturer on the installation of the Uniline system. All work will be performed in exact accordance to the manufacturer's specifications.

Certificates of insurance will be presented to you with our final contract.



Manuals & Training

All product manuals including safe use, maintenance & operating instructions will be included with the project turnover documentation. On-site training will be provided for key personnel. Training will consist of the basic aspects of fall protection, site-specific user procedures and rescue.

A user manual will be written for your personnel as a step by step process for using this fall protection equipment. This procedure will be the guideline for our site specific user training and will include a portion dedicated to rescue training.

We would like to invite you to our quarterly Competent Person training course at no charge with acceptance of this proposal. Further information can be provided upon request.

Inspections & Certification

All fall protection equipment must be inspected twice annually by a competent person in fall protection. Multi-year re-certification programs are recommended and have been included at the bottom of this proposal.

The first year of inspections is included with this proposal. The first inspection report will be generated at the time of installation.

Warranty

All products are guaranteed to be free from defects for a period of 1-year from date of substantial completion. Warranty duration shall be extended 12 months upon completion of first annual certification. Subsequent warranty extensions are contingent on re-certification completion.

Schedule

- Engineering will take up to 2 weeks.
- Product procurement will take 2-4 weeks.
- Installation at your facility will take approximately 4 days.
- User training course will take up to 3 hours based on the amount of students.

Notes & Exclusions

- Payment & Performance Bonds
- Permits, licenses & applicable fees
- Prevailing Wage Labor



Costs

- Materials Total - **\$10,927.26**
 - ✓ Uniline Uni8 Horizontal Lifeline Components - \$8,399.65
 - ✓ 4 @ Delta Harness w/G loop - \$537.10
 - ✓ 4 @ Protecta 11' Self-Retracting Lifeline - \$687.79
 - ✓ Hardware & Custom Parts - \$1,302.72
- Installation Labor - **\$5,300.00**
- Engineering and Design - **\$5,500.00**
- Training & Manuals - **N/C**
- Tax (9.0%) - **\$983.45**

Total Costs: \$22,710.71

- Terms Net 30

Inspection and Certification Program

The inspection programs include an on-site inspection of all fall protection equipment and systems. An inspection report will be generated following each inspection with our findings and recommendations. All normal maintenance is included at the time of inspection (tightening of bolts, re-tensioning of cable, safety wire, cleaning of system and minor adjustments). If excessive damage has been caused and is not covered under normal Warranty Maintenance a quote will be generated for necessary repairs.

Individual Bi-Annual Fall Protection Inspection - \$750.00

3 Year Inspection Contract Paid in advance (includes 2 inspections and reports per year, all maintenance and repairs) \$5,400.00

Contractor: Versatile Systems, Inc.

BY: _____

John McHugh – CEO Date: 01/22/2014

CA. Contractor's License# 937620

Federal ID# 90-0423398

Client: _____

BY: _____

Print Name: _____

Company: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of February 27, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

AUGMENTATIVE COMMUNICATION THERAPIES

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained, experienced, licensed, and competent to perform the special 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," and incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$2,500.00 annually in aggregate under this Agreement. This amount may increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing February 3, 2014 through June 30, 2014, 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 attached documents as if such additional terms were set forth in full herein.

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____



Cynthia Cottier, M.A., M.Ed., C.C.C., SLP #4349

Executive Director

Augmentative Communication Specialist

License # SP 4349

Fees for Services* (fees for service – no insurance accepted):

• 1 hour assessment plus formal written report	\$ 950.00
• 1 hour consultation session	\$ 155.00
• 1 hour individual therapy session (services provided in office or school)	\$ 155.00
• 1 hour system development and system construction	\$ 155.00
• 1 hour individual staff training session	\$ 600.00
• 2 hours staff inservice and training	\$ 900.00
• 3-4 hour workshop	\$ 1600.00
• full day seminar	\$ 3000.00
• travel expense for locations outside 30 mile radius (per hour of driving)	\$ 155.00

*Nonpublic Agent Certification approved through 12/31/14

960 E. Green Street, Suite 203 • Pasadena, California 91106
Phone / Fax (626) 351-5402 • cacottier@dslextreme.com

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company, or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

Upon completion of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213180**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PACIFIC SYMPHONY

The Independent Contractor Agreement ICA 1213180 with Capistrano Unified School District and Pacific Symphony called for an original contract period of February 28, 2013, through February 27, 2014.

The contract with Capistrano Unified School District and Pacific Symphony shall be extended an additional twelve (12) months, covering the period February 28, 2014 through February 27, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$5.000.

Except as set forth in this Extension Agreement, and Board approved on February 28, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

CONSULTANT

Pacific Symphony

By: _____
Signature

Print Name

Title

Date: _____

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of 2-28-13, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

PACIFIC SYMPHONY

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$5,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 2/28/13-2/27/14 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 Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

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

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

DISTRICT**CONTRACTOR**By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 2/27/13Signature: Melissa CraigName: Melissa CraigTitle: Director of Youth EnsemblesAddress: 3631 S. Harbor Blvd. Suite 100Santa Ana, Ca 92704Email Address: mcraig@pacificsymphony.org

FEIN/SSN: _____

FEB 26 2013

PURCHASING



Pacific Symphony Youth Ensembles
3631 S. Harbor Blvd. Suite 100
Santa Ana, Ca. 92704

Contact: Melissa Craig, Director of Youth Ensembles
Phone: 714-876-2346
Email: mcraig@pacificsymphony.org

Bill To: San Juan Hills High School
33122 Valle Road
San Juan Capistrano, Ca. 92675

Contact: Donna Antifae
Phone: 949-234-9444
Email: Dmantifae@capousd.org

Event Details

Description: Professional coaching from musicians of Pacific Symphony for student musicians of San Juan Hills High School.

Date: TBD.

Time: TBD.

Location: San Juan Hills High School, San Juan Capistrano.

Artist fee: \$255.24 for three hours, per musician.

Artist Provisions

Materials Required: scores/parts of repertoire in advance of service.

Payment Schedule

Total Due: March 22, 2013

Make check payable to PACIFIC SYMPHONY.

In the memo line of your check, please indicate "PSYE Reimbursement for coaching"

This is not an invoice. An invoice will follow from which to pay fees once event date/time are finalized.

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213181**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

OCEAN INSTITUTE

The Independent Contractor Agreement ICA 1213181 with Capistrano Unified School District and Ocean Institute called for an original contract period of March 14, 2013, through March 13, 2014.

The contract with Capistrano Unified School District and Ocean Institute shall be extended an additional twelve (12) months, covering the period March 14, 2014, through March 13, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$10,000.

Except as set forth in this Extension Agreement, and Board approved on March 14, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

CONSULTANT

Ocean Institute

By: _____
Signature

Print Name

Title

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of 3/14/13, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

OCEAN INSTITUTE

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$10,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 3/14/13-3/13/14 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 Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

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

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

DISTRICT

By: Terry Fluent
 Name: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date: 3/13/13

CONTRACTOR

Signature: Robert Polera
 Name: Robert Polera
 Title: CEO
 Address: 24200 DP Harbor Dr.
DP, CA 92629
 Email Address: _____
 FEIN/SSN: _____

OCEAN INSTITUTE
EXPERIENCE IS THE TEACHER

**OCEAN INSTITUTE
FIELD TRIPS**

TABLE OF CONTENTS

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Elementary School (Grades 4-6)	6
Middle School / Jr. High	14
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State Standards Key

The California State Standards for each program are listed below each course description.

AS	Analysis Skills
BL	Biology/Life Sciences
C	Chemistry
CS	Chronological and Spatial Thinking
ES	Earth Science
HI	Historical Interpretation
HSS	History and Social Science
IE	Investigation and Experimentation
LA	Language Arts
LR	Literary Response
NA	Narrative Analysis
P	Physics
RC	Reading Comprehension
RE	Research Evidence and Point of View
S	Science
ST	Structural Features

Program Key

Maritime	
Outdoor Education	
Science	
Videoconference	
Visiting Classroom	

Prices listed are as of January 2011 and are subject to change.

Pre-K - Third Grade

Distance Learning Programs at YOUR school

See *Distance Learning* section at the back for complete descriptions.



Special Needs

Safari into the Intertidal Zone
Smiley the Shark
All the Way to the Ocean
Living Systems
Welcome to our Watershed



Safari into the Intertidal Zone

Mysterious Whales
An Octopus is Amazing



Undersea ABCs

One hour, \$200 for up to 25 participants

Come learn the ABCs while exploring life in the ocean. Students will look, listen, and feel tidepool, kelp forest, and sandy bottom animals in our aquariums while learning their letters. Program activities include touching sea star Arms and Barnacles in the discovery pool and listening to unusual ocean sounds like Crashing waves and Dolphin squeaks. Program modeled after the book *Into the A, B Sea* by Deborah Lee Rose.



A House for Hermit Crab Lab

One hour, \$397 for up to 45 participants

Students will learn the difference between fact and fiction as they use lab equipment and our aquariums to compare and contrast live organisms with literary creatures from the book *A House for Hermit Crab* by Eric Carle.



Marine Mammal Lab

One hour, \$397 for up to 45 participants

In this program, the book *The Snail and the Whale* by Julia Donaldson and Axel Scheffler will be used to explore fact and fiction about whales. Students use microscopes to look at plankton and krill as they explore the diets of marine mammals, sort mammal and non-mammal artifacts, listen to sounds of whales, and look at fascinating whale "hitchhikers."



Big Al in the Lab

One hour, \$397 for up to 45 participants

Meet our "Big Al" fish as he searches for friends. Interact with interesting ocean creatures while conducting investigations in underwater adaptations, camouflage, and different types of habitats that exist below the surface of the sea.



Big Al Goes to Sea

Two hours, \$900 for up to 45 participants

"Big Al" comes to life on the *R/V Sea Explorer*, on a trip outside of the harbor to view the local sea lions. Student scientists learn about oceanographic equipment such as a drop camera, plankton net, and a benthic sampler while investigating marine habitats.



Junior Scientific LiteraSEA

Two hours, \$695 for up to 45 participants

Consulting the literature before conducting an investigation is a common practice among scientists. After exploring four very "kid friendly" scientific papers, students use microscopes to learn about organism lifecycles, and dissect a squid to study adaptations and anatomy.



Pushes and Pulls

One and one half hour, \$390 for up to 45 students

This exciting program addresses the physics of things that "Push and Pull!" Onboard and around an historic tallship, students use scientific investigation to explore the properties of movement and force using simple machines. Students have the opportunity to experience how a simple machine can make work easier as they raise a sail, conduct halyard races, hoist cargo, and roll barrels up an inclined plane.



Elementary School (Grades 4 – 6)

Distance Learning Programs at YOUR school

See *Distance Learning* section at the back for complete descriptions.



Special Needs
Safari into the Intertidal Zone
Smiley the Shark
All the Way to the Ocean
Living Systems
Welcome to our Watershed



Safari into the Intertidal Zone
Mysterious Whales
An Octopus is Amazing



Earth Science Field Program

Two hours, \$695 for up to 55 participants

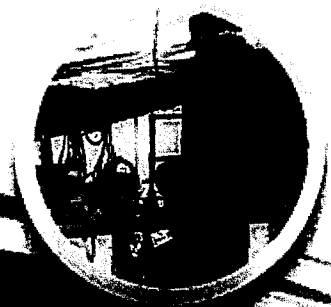
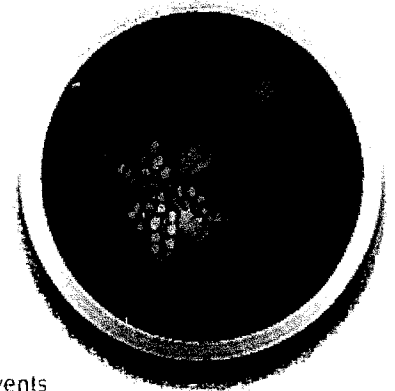
This field study takes students on an exciting walk through California's geologic history. They study the rock cycle, minerals, and the erosive properties of waves, winds, and water as they analyze beach sand samples and work to unlock the mystery of our ancient cliffs.



Gold Digger's Express!

Five hours, \$1325 for up to 45 participants (for up to an additional 15 students, add \$615)

Students embark on an exciting adventure reenacting the voyage of those who risked it all for the gold fields in 1849. Through the use of role-play, students explore the events of the great California Gold Rush and interact with characters who offer different historical perspectives of the times. At the end of their voyage, students must decide their own destiny by either electing to stay aboard with the Captain or jump ship and seek potential riches in the gold fields. Activities include line and sail handling, gold panning and rowing.





California Time Capsule for the Day

*Six hours, \$42 per student, \$22 per chaperone for 30-90 participants
(\$48 per student, \$23 per chaperone with Mission tour)*

Students explore California's cultural time periods (Native American, Spanish, and Gold Rush) through hands-on, interactive activities including adobe brick making, identifying uses of native plants, and panning for gold. This program dynamically addresses social, political, cultural, and economic change throughout California's rich history.



California Time Capsule Overnight

Two days, \$142 per student, \$80 per chaperone for 30-90 participants

Beginning at Mission San Juan Capistrano and continuing to the Lazy W Ranch, students investigate the cultural eras of California's history. Students step into the lives of the Native American, Spanish, Mexican, and Anglo people to learn about daily life, customs and cultural practices. Activities include building a Native American shelter, making tortillas and candles, and panning for gold in a mountain stream!



By the Great Horn Spoon

Two days, \$164 per student, \$80 per adult (includes 2.5 hour sail aboard tallship Spirit of Dana Point); \$149 per student, \$70 per adult (without sailing component) for 35 - 90 participants

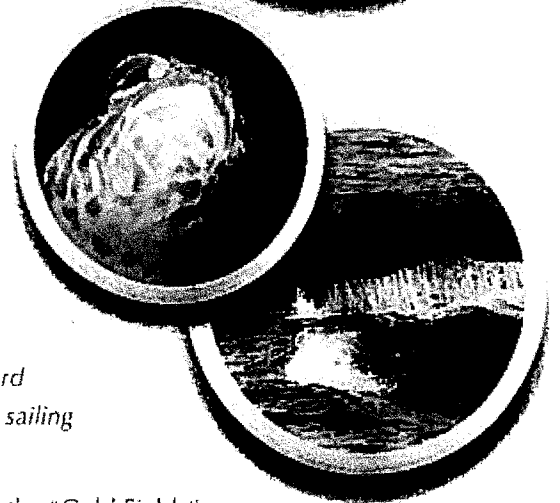
In this exciting program, students travel from the "Eastern Seaboard" to the "Gold Fields" of California to seek their fortune. Students must band together to fulfill their dreams as they re-live the Gold Rush on this educational journey! This 2-day overnight adventure takes students on a "voyage around the Horn" sailing on an historic tallship, lets them barter for supplies in "San Francisco" and pan for gold in a mountain stream. Program takes place aboard one of Ocean Institute's tallships and at the Lazy W Ranch.



Helm's Alee! Extension

Two hours, \$900 for up to 45 participants

Expand your dockside living-history program by casting off and heading to sea aboard the tallship *Spirit of Dana Point*. This non-role playing sailing adventure is the perfect extension to your dockside day or overnight experience with curriculum specifically designed to complement the shore-side programs. Activities include real sail handling, navigation, watch reporting, and helmsmanship.





Revenue Cutter Service Sailing Program

Three and one half hours, \$1225 for up to 45 participants

Smugglers, pirates, and French privateers threaten our country's new freedom! Students explore the critical era after the American Revolution as they serve as members of the Revenue Cutter Service aboard the schooner *Spirit of Dana Point*. During their voyage, historical characters offer a variety of American Revolution perspectives while introducing students to sail handling, helmsmanship, naval strategy, and navigation.



It's a Sailor's Life

Three hours, \$920 for up to 45 participants

Take an imaginary voyage aboard a tallship in the 1830s. During this fun and educational introduction to the world of a merchant sailor and early California history, students explore a tallship, work together to hoist a cargo barrel, and learn to raise sail.



'Round the Horn

Five hours, \$1325 for up to 45 participants (for up to an additional 15 students, add \$615)

Students recreate the challenging world of a merchant sailor in the 1830s as they embark on a dynamic voyage "around Cape Horn" to early California. Students work together to gather cattle hides, raise sails, and load cargo as they strive to fulfill their contract with the Captain.



Before the Mast Overnight

Eighteen hours, \$2750 for up to 45 participants

Travel back in time to the seafaring world of Richard Henry Dana's *Two Years Before the Mast*. Students sign aboard as greenhands for a two year "voyage" from Boston to Alta California in the 1830s. While immersed in early California history and working with a variety of dynamic historical characters, students gain skills in cooperative learning, teamwork, and communication as they hoist cargo, row long-boats, raise sails, stand night watch, swab the decks, and sing chanteys.

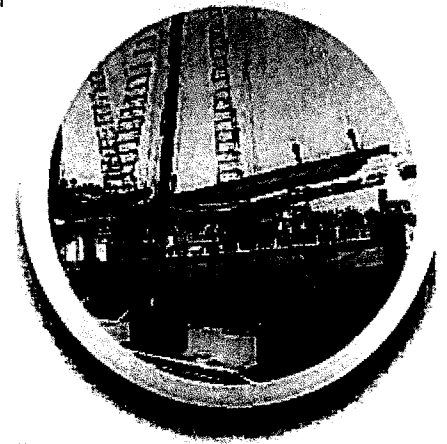




"Carry On, Mr. Bowditch" Overnight

Based on the award winning novel, *Carry On Mr. Bowditch*, by Jean Lee Latham
Eighteen hours, \$2750 for up to 45 participants

During the aftermath of the Revolutionary War, the United States struggled in vain to build an economy as Barbary Pirates, French Privateers and the British Navy fed off the heavily-laden American trade ships. Following the example set by Nathaniel Bowditch, students role-play as desperate job seekers from Salem, Massachusetts recreating a one-year Mediterranean voyage aboard the brig *Pilgrim* or the schooner *Spirit of Dana Point*. In order to "survive" the turbulent life at sea and earn their pay, students must quickly learn how to navigate, defend and maintain their ship, trade with foreign ports, and handle the rigging and sails.



Passage to the Mother Lode

Eighteen hours, \$2750 for up to 45 participants

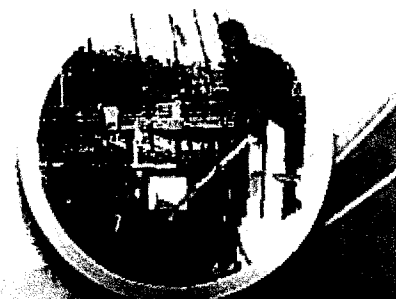
The year is 1849 and the world is abuzz with talk of gold in California! Off to make their fortunes, students will attempt to find a sailing vessel that will take them to San Francisco by way of Cape Horn. Wandering the docks of Boston, fortune hunters are approached by a man calling himself an agent for a shipping company. Is this man a "crimp" who will convince students to sign aboard ship as crew in exchange for passage? In addition to learning valuable skills such as rowing, handling lines and gold panning, students must decide their fate once they reach California's gold coast.



Watershed Lab/Cruise

Four hours, \$1595 for up to 45 participants

Students explore the science of watersheds during this 4-hour experience. In the lab, students learn scientific techniques as they perform a fish dissection, conduct water chemistry tests, record weather data, examine global water distribution, and discover potential sources of pollution. They complement their lab research onboard the *R/V Sea Explorer*, where they form research teams to test the offshore nutrient levels, complete a bioassessment of the sea floor habitat, and examine the local plankton population.

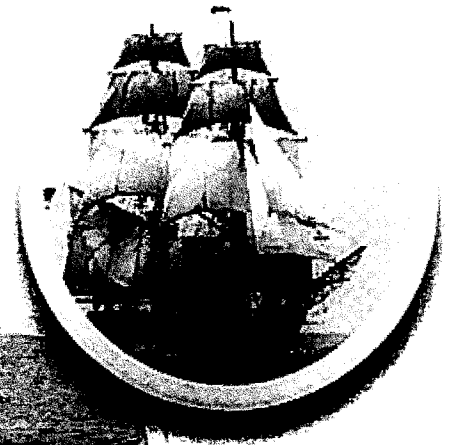




Watershed Science Overnight

Seventeen hours, \$2700 for up to 45 participants

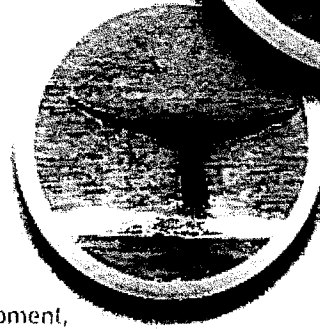
In this overnight program, students embark on an in-depth exploration of the science of watersheds. Students learn scientific techniques as they perform a fish dissection, conduct water chemistry tests, work on a biological assessment, and examine global water distribution. Student research teams conduct a soil study of samples from within the Dana Point Harbor to assess current conditions. In the morning, their land-based examinations are complemented by research activities offshore aboard the *R/V Sea Explorer*.



Tidepool Exploration in the Dana Point Marine Protected Area

Two hours, \$695 for up to 55 participants

Students measure physical factors using scientific sampling equipment, identify adaptations of local tidepool species with the aid of an experienced naturalist, and conduct population studies on hermit crabs, turban snails, and barnacles using low-impact exploration techniques.

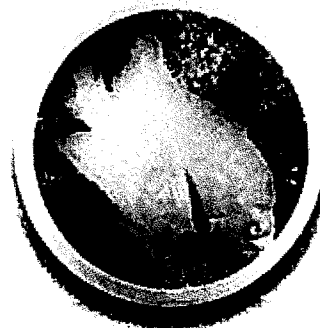


Marine Mammal Cruise

Two hours, \$900 for up to 45 participants

Dolphins, whales, seals, and sea lions are the focus of this exciting voyage on the open ocean! Students investigate the natural history of our local marine mammals using a benthic grab sampler, plankton net, and hydrophone array.

This program can be adapted for older students.



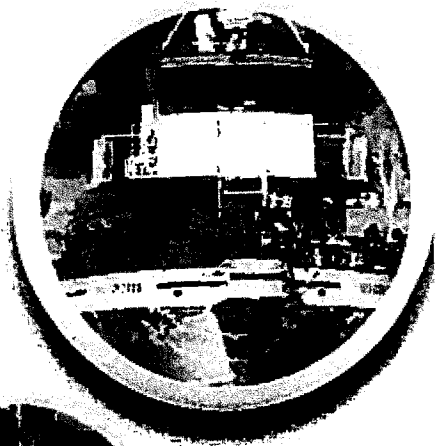


Living Systems Lab/Cruise Combo

Four hours, \$1595 for up to 45 participants

This classic program is one of our most popular and explores the relationship between biotic and abiotic components of the marine ecosystem. The lab includes a fish dissection, water chemistry, aquarium science, and studying the oceanic food chain. Aboard the *R/V Sea Explorer*, students examine benthic and pelagic habitats by deploying oceanographic sampling equipment to collect a variety of marine specimens.

Lab and cruise may also be booked separately.



Life in the Abyss Overnight

Seventeen hours, \$2700 for up to 45 participants

This overnight adventure combines our popular *Living Systems Lab/Cruise* with activities that explore the fascinating world of nocturnal and deep-sea animal adaptations. In the evening, students investigate shark adaptations, pilot our remotely operated vehicles, dissect a cow eye to look at low light adaptations, and visit the dock where our squid light attracts animals of the night. In the morning, students venture out to sea to conduct the investigations outlined in our living systems cruise with the added excitement of lowering student-drawn Styrofoam cups 1000 feet to see the dramatic effects of pressure.



A Day in the Chaparral

Five hours, \$37 per student, \$18 per chaperone for 30-90 participants

Spend a day at the Lazy W Ranch exploring the riparian, oak woodland, and chaparral ecosystems. Activities include identifying the biological and physical factors that distinguish each environment, collecting stream insects, investigating food webs, identifying plant and animal adaptations, and having an opportunity to interact with the animals in our Nature Center.



Chaparral to Ocean Science School

Three days, \$225 per student, \$116 per chaperone for 60 – 120 students

Two days, \$142 per student, \$80 per chaperone for 60 – 120 students

Students use hands-on data collection and analysis to study the relationships between living and non-living components of six unique California ecosystems (riparian, oak woodland, chaparral, intertidal, benthic, and pelagic). Evening activities include a nocturnal investigation and campfire skits and songs. A trip to the Ocean Institute concludes the experience and allows students to explore food webs, water quality, life cycles, and tidepools, with an optional trip on our research vessel.



California Time Capsule/Chaparral to Ocean Science School Combo Program

Two to three days, please call for pricing information

Get the best of both worlds with this combination program! Students start off at the Mission San Juan Capistrano and continue to the Lazy W Ranch where they step into the daily lives of the Native Americans, Spanish, and Mexicans who have lived here in California. On the second day, their cultural experiences are linked to the area's natural history as students investigate three of California's unique ecosystems. A trip to the Ocean Institute concludes the experience with a hike to the tidepools, a food web exploration, and an optional voyage on our research vessel.



Voyage of Sail

Five and one half hours, \$1600 for up to 40 participants

Embark on an extra-ordinary seafaring adventure of discovery and experience! Through the use of role-play, students are brought back in time and spend an active day exploring early California history and the life of merchant seaman during the 1800s. Students spend the first half of the day dockside conducting challenging shipboard activities such as moving cargo, rigging, and rowing. During the second half of their day, the participants head to sea as actual crew on the tallship *Spirit of Dana Point*. This comprehensive program allows students to take advantage of both the dockside learning opportunities and at-sea sailing all in one day!

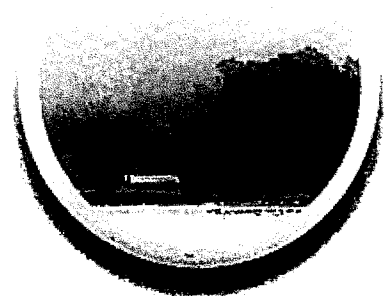
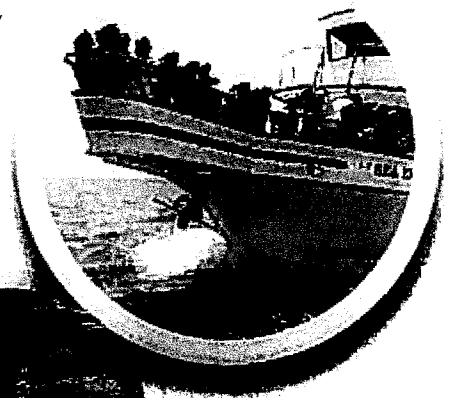
This program can be adapted to a non-role play math and physics program.



Catalina Island Ecology Safari

Two days, \$5750 for up to 40 participants

Explore island ecosystems and engage in educational activities during the boat crossing to Catalina, on shore, and again at sea as students return to the vessel to spend the night anchored in a serene island cove. Snorkeling, geologic investigations, plant classification, mud flat ecology, dissections, and catch-and-release fishing make this program an action-packed island adventure!





Catalina Odyssey: A Voyage of Discovery

Two to five days, 30 participants, \$2400/day

Embark on an exciting voyage to Catalina Island, California's local treasure. On this dynamic sailing adventure, students are trained to participate as crew of a 100-ton schooner *Spirit of Dana Point*. They explore Catalina Island and surrounding waters while they snorkel, hike, and live the life of a tallship sailor. This program is adaptable to fit curriculum needs in the fields of ecology, water chemistry, oceanography, biology, and history.

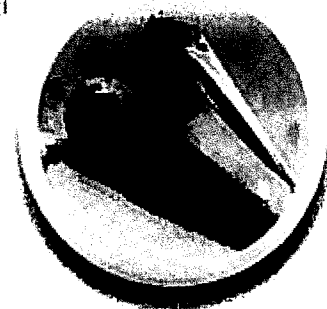


Weather & Water Program

Nine-week unit at school and 2.5 hour field trip at the Ocean Institute, \$675 for up to 40 participants

This inquiry-based science program promotes learning through an engaging nine-week classroom science unit and a field trip to the Ocean Institute. The culminating field trip is specially designed to reinforce the concepts that are addressed in the classroom. Students will conduct three weather-related investigations:

1) *Water cycle* - student teams investigate the role of temperature on the evaporation of water 2) *Wind* - student teams investigate the relationship between air temperature and air movement 3) *Weather Forecasting* - student teams choose a pressure system, determine the speed and direction in which the system is moving, and predict where the system is located on the day of their field trip.



Environmental Geology Lab/Cruise

Four hours, \$1595 for up to 45 participants

Students learn how physical processes and human actions can alter the surrounding environment. In the lab, students learn about stream structure and dynamics, erosion processes, local geological history, and longshore transport. Aboard the *R/V Sea Explorer*, they collect data from three designated sample sites. Students examine nitrogen levels, plankton productivity/diversity, and the nearshore benthic habitat as they move along the transect line from the mouth of San Juan Creek toward a local wastewater outfall. The data collected at each site is compared to current and archived information.



Environmental Geology Overnight

Seventeen hours, \$2700 for up to 45 participants

In this overnight program, students explore of how physical processes and human actions can alter the surrounding environment. In the lab, students learn about stream structure and dynamics, erosion processes, local geological history, and longshore transport. Students continue through a series of interactive investigations during the evening, including a squid dissection and research cruise preparation. Aboard the *R/V Sea Explorer*, they take part in data collection at three designated sample sites. Students examine nitrogen levels, plankton productivity/diversity, and the nearshore benthic habitat as they move along the transect line from the mouth of San Juan Creek toward a local wastewater outfall.

Middle School / Jr. High

Note: For additional 6th grade programs, please refer to the Elementary (Grades 4 – 6) section.

Distance Learning Programs at YOUR school

See *Distance Learning* section at the back for complete descriptions.



- Special Needs
- Safari into the Intertidal Zone
- Smiley the Shark
- All the Way to the Ocean
- Living Systems
- Welcome to our Watershed



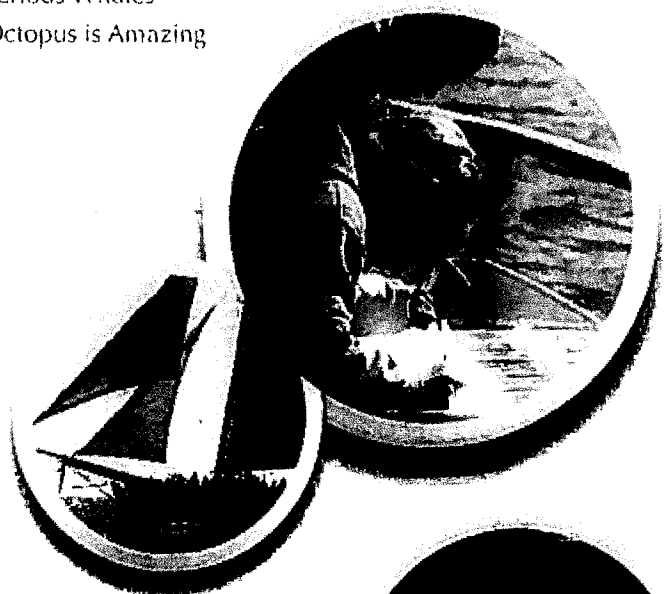
- Safari into the Intertidal Zone
- Mysterious Whales
- An Octopus is Amazing



Pilgrim Tour

One hour, \$9 per person, for 25 to 45 participants

This walking tour explains the mechanics of the vessel and the voyage around Cape Horn as described by Richard Henry Dana in *Two Years Before the Mast*. Explore the ship in detail while learning about shipboard life for sailors of the past.



Sea Floor Lab/Cruise Combo

Four hours, \$1595 for up to 45 participants

Students study the dynamic effects of plate tectonics through the investigation of sea floor geology, sediment cores, microfossils, underwater archaeology, and underwater seismology. Aboard the *R/V Sea Explorer*, students get a chance to take part in scientific sampling and exploration. They retrieve a core from a depth of 900 feet sieve sediments for microfossils, survey the seafloor with side-scan sonar, and cruise above the study site with our SeaBotix ROV!

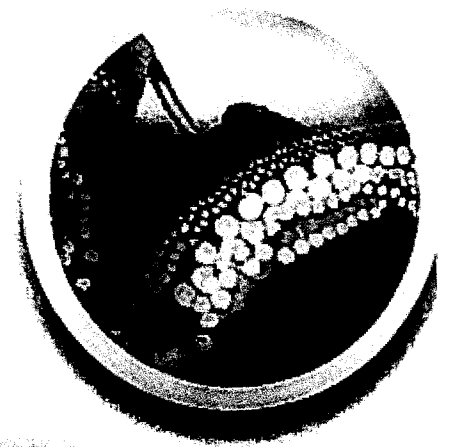




Sea Floor Explorer Overnight

Seventeen hours, \$2700 for up to 45 participants

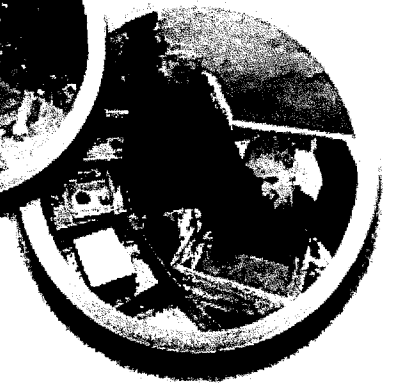
Become sea floor scientists and attend training camp at our Seaside Oceanographic Research Facility! Students are put into challenging research simulations that focus on coring/micropaleontology, underwater seismology, hydrothermal vent communities, and underwater archaeology. They also delve into deep-sea technology as they design and test their own ROV. Training culminates in a morning research cruise on the *R/V Sea Explorer* where students use side-scan sonar, a gravity corer, and our SeaBotix ROV to survey and explore the seafloor.



Catalina Island Ecology Safari

Two days, \$5750 for up to 40 participants

Explore island ecosystems and engage in educational activities during the boat crossing to Catalina, on shore, and again at sea as students return to the vessel to spend the night anchored in a serene island cove. Snorkeling, geologic investigations, plant classification, mud flat ecology, dissections, and catch-and-release fishing make this program an action-packed island adventure!

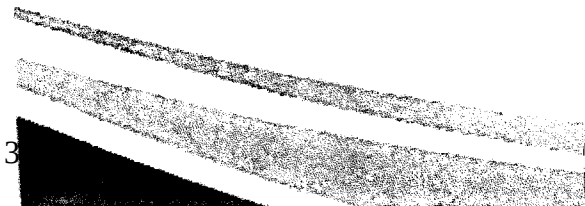
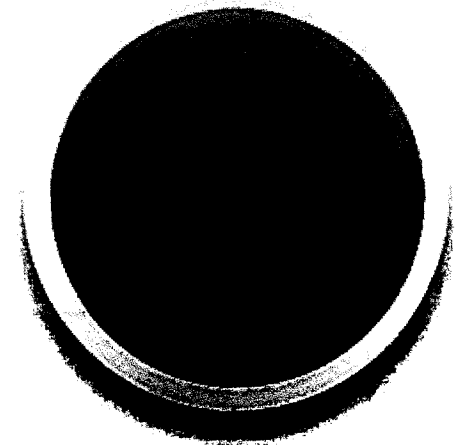


Voyage of Sail

Five and one half hours, \$1600 for up to 40 participants

Embark on an extra-ordinary seafaring adventure of discovery and experience! Through the use of role-play, students are brought back in time and spend an active day exploring early California history and the life of merchant seaman during the 1800s. Students spend the first half of the day dockside conducting challenging shipboard activities such as moving cargo, rigging, and rowing. During the second half of their day, the participants head to sea as actual crew on the tallship *Spirit of Dana Point*. This comprehensive program allows students to take advantage of both the dockside learning opportunities and at-sea sailing experience all in one day!

This program can be adapted to a non-role play math and physics program.





Catalina Odyssey: A Voyage of Discovery

Two to five days, \$2400/day for up to 30 participants

Embark on an exciting voyage to Catalina Island, California's local treasure. On this dynamic sailing adventure, students are trained to participate as crew of a 100-ton schooner *Spirit of Dana Point*. They explore Catalina Island and surrounding waters while they snorkel, hike, and live the life of a tallship sailor. This program is adaptable to fit curriculum needs in the fields of ecology, water chemistry, oceanography, biology, and history.



Advanced Living Systems Lab/Cruise Combo

Four hours, \$1595 for up to 45 participants

This is an advanced version of our Living Systems program. The lab includes a fish dissection, water chemistry, invertebrate classification, and Jelly Biology and Ocean Imbalance. Aboard the *R/V Sea Explorer*, students examine benthic and pelagic habitats by deploying oceanographic sampling equipment to collect a variety of marine specimens.

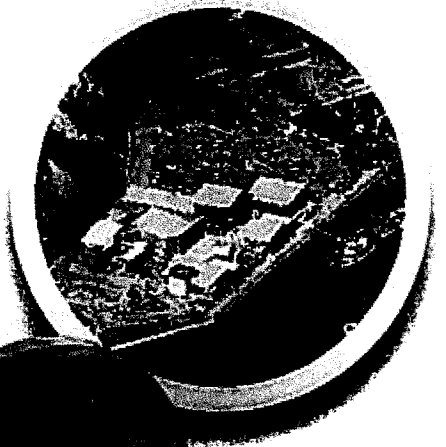
Lab and cruise may also be booked separately.



Advanced Life in the Abyss Overnight

Seventeen hours, \$2700 for up to 45 participants

This overnight adventure combines our *Advanced Living Systems Lab/Cruise* with an in-depth study of the unique ecosystem of the abyss. Students examine how animals have adapted to the extreme conditions of the deep through a series of inquiry-based activities. They will also dissect a cow eye, study the physics of light through a bioluminescence experiment, and investigate the food chain of a hydrothermal vent community.





War of 1812

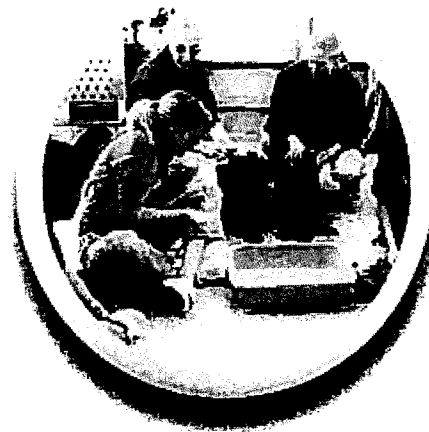
Three and one half hours, \$1225 (add \$200 for extension) for up to 45 participants

"Free Trade and Sailors' Rights is our song!" Sign aboard the schooner *Spirit of Dana Point* for a sailing adventure exploring the War of 1812. During this dynamic 3.5 hour tallship experience, students work as a crew to raise sail, handle line, navigate, work the helm, and fire the ship's cannon while investigating key issues that sparked this historical conflict including free trade and impressment. This living-history program is based on actual characters and events.

This was an amazing experience for our kids. No one else does this kind of program!

~ Teacher, South Junior High School

A shoreside pre-program may be added. The 1.5 hour add-on includes lessons in navigation/charting, history, and the physics of sail.

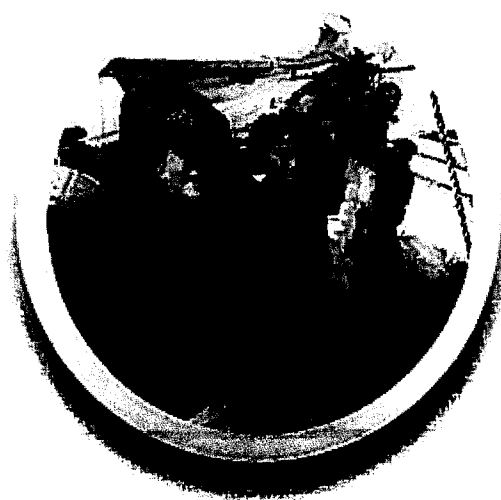
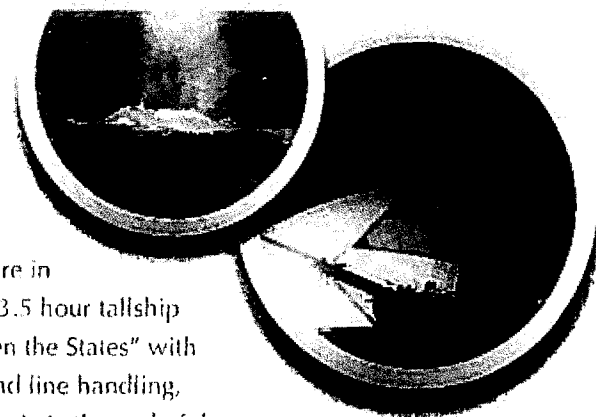


Civil War

Three and one half hours, \$1225 (add \$200 for extension) for up to 45 participants

The Civil War Sailing Program is an exciting living-history adventure in which students experience the life of a Union soldier at sea! This 3.5 hour tallship voyage explores the causes and consequences of the "War Between the States" with students working as crew to run the ship. Activities include sail and line handling, navigation exercises, working the helm, and firing the ship's cannon! At the end of the program, students will investigate the events, cultures, and political conflict involved in the struggle to keep our nation one.

A shoreside pre-program may be added. The 1.5 hour add-on includes additional lessons in navigation/charting, history, and the physics of sail.



High School / College

Distance Learning Programs at YOUR school

See *Distance Learning* section at the back for complete descriptions.



Special Needs
Safari into the Intertidal Zone



Pilgrim Tour

One hour, \$9 per person for 25 to 45 participants

This walking tour explains the mechanics of the vessel and the voyage around Cape Horn as described by Richard Henry Dana in *Two Years Before the Mast*. Explore the ship in detail while learning about shipboard life for sailors of the past.



Advanced Living Systems Lab/Cruise Combo

Four hours, \$1595 for up to 45 participants

This is an advanced version of our *Living Systems* program. The lab includes a fish dissection, water chemistry, invertebrate classification, and Jelly Biology and Ocean Imbalance. Aboard the *R/V Sea Explorer*, students examine benthic and pelagic habitats by deploying oceanographic sampling equipment to collect a variety of marine specimens.

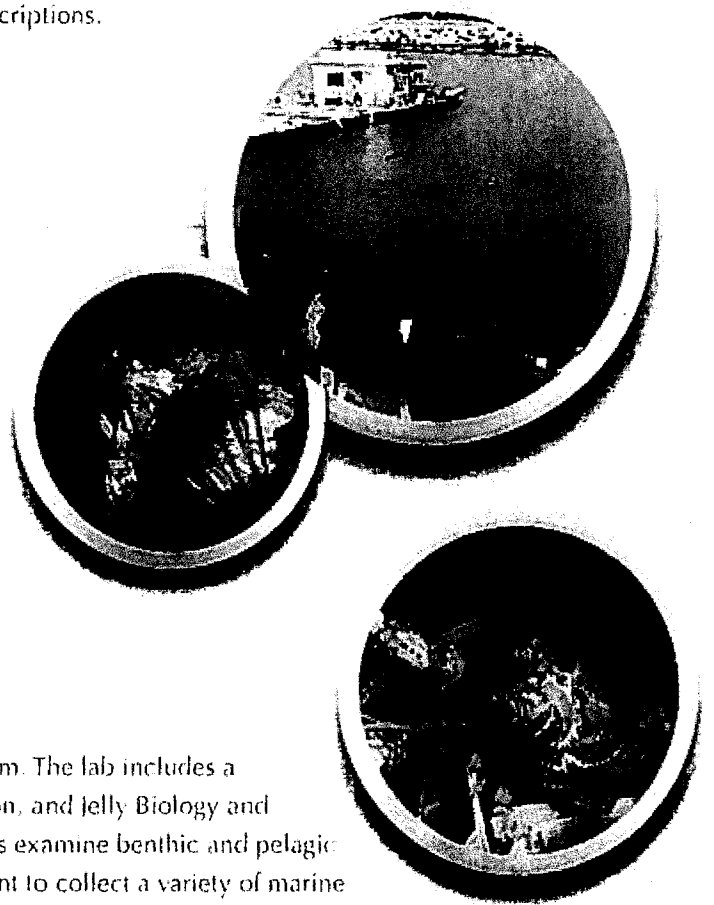
Lab and cruise may also be booked separately.



Advanced Life in the Abyss Overnight

Seventeen hours, \$2700 for up to 45 participants

This overnight adventure combines our *Advanced Living Systems Lab/Cruise* with an in-depth study of the unique ecosystem of the abyss. Students examine how animals have adapted to the extreme conditions of the deep through a series of inquiry-based activities. They will also dissect a cow eye, study the physics of light through a bioluminescence experiment, and investigate the food chain of a hydrothermal vent community.





Advanced Floating Laboratory

Four hours, \$1400 for up to 45 participants

Student oceanographers apply sampling and research protocols for water chemistry and biological monitoring. The course is flexible and can be modified to meet individual teacher requests. For advanced students, an optional research component can be added as students participate in benthic fish counts, chlorophyll productivity analysis, and a phytoplankton sample for biotoxin analysis. Equipment available includes an otter trawl net, plankton net, benthic grab sampler, water capture bottles, a bioacoustic array, side scan sonar, CTD water analyzer, and a meteorological/navigation station.



Advanced Island Ecology Safari

Sixteen hours, \$5750 for up to 40 participants

Students focus on the complex relationships that develop within island ecosystems through both natural and human-related processes. Studies include classifying native and introduced plant communities, determining fish populations through snorkeling or catch-and-release fishing, exploring a murrlat ecosystem, and applying oceanographic research protocols to define the marine environment surrounding the island.



Catalina Odyssey: A Voyage of Discovery

Two to five days, \$2400/day for up to 30 participants

Embark on an exciting voyage to Catalina Island, California's local treasure. On this dynamic sailing adventure, students are trained to participate as crew of a 100-ton schooner *Spirit of Dana Point*. They explore Catalina Island and surrounding waters while they snorkel, hike, and live the life of a tallship sailor. This program is adaptable to fit curriculum needs in the fields of ecology, water chemistry, oceanography, biology, and history.



Distance Learning

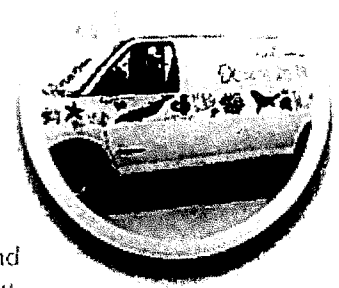


Visiting Classroom

Special Needs Visiting Classroom

\$445 for three 50 minute classes

Eight different programs can be specially tailored to meet your students' needs and ability levels, whether you want the excitement of live marine animals or the challenge of a squid or fish dissection. Through observation and interaction, students will learn about adaptation, predation, and survival techniques.



Safari into the Intertidal Zone Visiting Classroom

\$445 for three 50 minute classes

Learn about the adaptations necessary for animals to survive in this harsh environment. Students interact with live sea stars, urchins, hermit crabs, and many other local residents of California's tidepools in this hands-on experience!

Smiley the Shark Visiting Classroom

\$445 for three 50 minute classes

Join us on this exploration of comparing the feeding strategies of local marine organisms. After reading *Smiley the Shark*, students examine what and how different marine animals eat. Live tidepool animals and artifacts showcase the diversity of adaptations in the marine environment.

All the Way to the Ocean Visiting Classroom

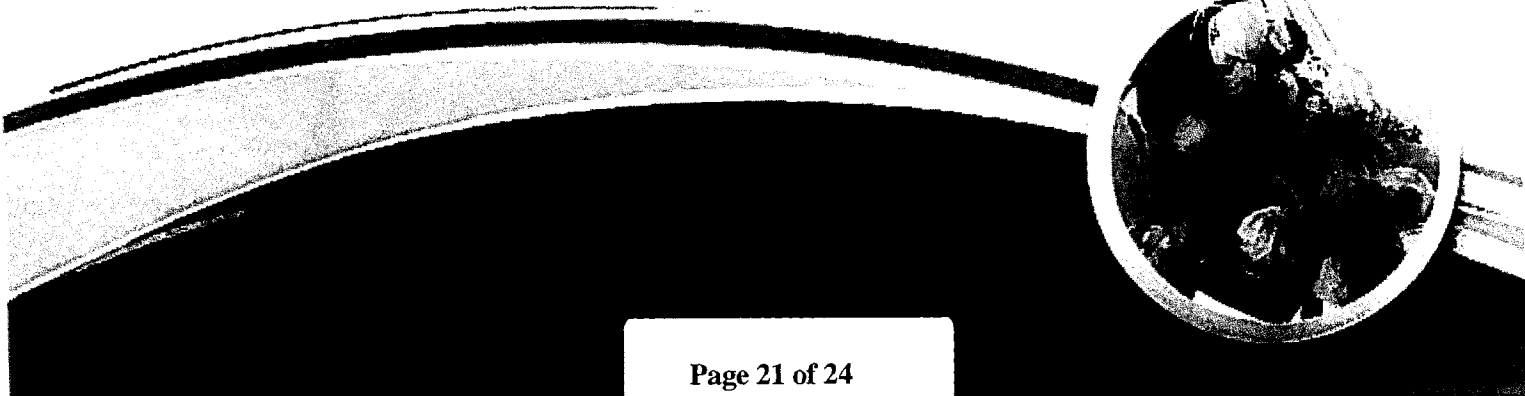
\$445 for three 50 minute classes

This environmentally relevant program illustrates the effect of human impact on a watershed. After reading *All the Way to the Ocean*, students participate in several hands-on activities that highlight the relationship between marine animals and water pollution. A sorting/graphing exercise of marine trash and an examination of live tidepool animals reinforce the connection between pollution and a healthy ecosystem.

Living Systems Visiting Classroom

\$445 for three 50 minute classes

Examine internal systems of fish through a detailed dissection focusing on digestion, circulation, and respiration. Engage in several other explorations of the marine environment, emphasizing adaptations and abiotic/biotic relationships in ocean communities.



Welcome to our Watershed Visiting Classroom

\$445 for three 50 minute classes

Students learn about the hydrologic cycle and what lives in a watershed. A hands-on demonstration with a model of a watershed shows the effect of human impact on our fragile environment. An interactive discussion and examination of live tidepool animals reinforce the connection between pollution and a healthy ecosystem, including what can be done to maintain the health of a watershed. The program drives home why everyone needs to understand how we all affect our local watersheds.



Safari into the Intertidal Zone Videoconference

Fifty minutes, \$210 for one class

Join us on an exciting journey into California's tidepool ecosystem. Students examine the many factors that contribute to the formation and current conditions within this unique place. Live animals help highlight the necessary adaptations for survival. *Program activities adjusted to suit the grade level.*



Mysterious Whales Videoconference

Fifty minutes, \$210 for one class

The study of whales is both exciting and challenging. Students will examine how these marine mammals are different from other ocean creatures and the variations between toothed and baleen whales. Students will also learn how whales are identified in the wild, about unique adaptations, behaviors, and vocalization patterns. *Program activities adjusted to suit the grade level.*

An Octopus is Amazing Videoconference

Fifty minutes, \$210 for one class

What underwater creature can change its color and texture, eat with a beak, and disappear in a cloud of ink? Find out as students develop their skills in observation and comparison exploring the amazing anatomy and adaptations of octopus and squid. *Program activities adjusted to suit the grade level.*

Earth Science Videoconference

Fifty minutes, \$210 for one class

Earthquakes, volcanoes, landslides, and tsunamis! Examine the mechanisms and circumstances that create these awesome forces of nature. By gaining a better understanding of these phenomena, we gain a better understanding of the dynamic world in which we live. *Program activities adjusted to suit the grade level.*

Activities throughout the Year

Teacher Events

Teachers are some of our favorite people here at the Ocean Institute! As a token of our appreciation, the Ocean Institute offers *Teacher Workshops* and *Teacher Appreciation Days* throughout the year. Educators can learn new teaching techniques, listen to intriguing speakers, sail the high seas on a tallship, or cruise aboard our research vessel to view whales, dolphins, and other marine life. Check our website for upcoming events.



Weekend Program

On weekends, the Ocean Institute invites you to explore the underwater world through our interactive programs and participate in fun, family activities designed to indulge your ocean curiosity. Operate underwater robots, learn how Moon Jellies are raised, join in animal feedings, and conduct squid dissections!

Time: Weekends from 10am to 3pm

Cost: \$6.50/Adult; \$4.50/Child (ages 3-12) Members, Teacher Club Members & children 2 and under are free.

Admission fee includes Pilgrim Tour on most Sundays.

Cruises & Sails

Head to sea with marine biologists and tallship sailors, while experiencing the wonders of the Pacific Ocean. Cruises and sails are available on weekends throughout the year. Check website for pricing and schedule.



Scout Troop Programs

After-school field trips are available to Scout Troops. Choose from our various school programs or our *Scout Tours* available throughout the school year. Merit-based badge programs can be designed upon request. Prices vary depending on needs.

Birthday Parties

(held on weekends between 10am – 2:30pm)

Celebrate your child's birthday in our exciting, ocean-themed facility.

Birthday parties include:

- A personal instructor for your group
- An indoor room with aquariums, complete with tables and chairs for a private participant gathering
- Discovery Tank session, story time, crafts, and exciting activities
- Admission for the day

Cost is \$425 (Members: \$350) for up to 40 participants (includes adults & children). Reservations are required.



*For additional
information or to register,
visit
or call (949) 496-2274.*



**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213174**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

THE IMAGINATION MACHINE

The Independent Contractor Agreement ICA 1213174 with Capistrano Unified School District and The Imagination Machine called for an original contract period of February 14, 2013, through February 13, 2014.

The contract with Capistrano Unified School District and The Imagination Machine shall be extended an additional twelve (12) months, covering the period February 14, 2014, 2014, through February 13, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$10,000.

Except as set forth in this Extension Agreement, and Board approved on February 14, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

CONSULTANT

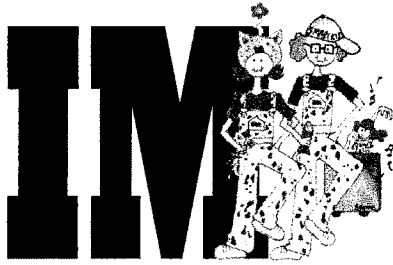
The Imagination Machine

By: _____
Signature

Print Name

Title

Date: _____



Imagination Machine Fee Schedule 2013/14 School year

One assembly - \$675

Each add'l assembly - \$350
(same day, location & stories to be performed)

Travel Fees - \$0-\$200 depending upon location (Call or email for specifics.)

Wait Fees - \$50/hour pro-rated if there is a break of an hour or more from the end of one assembly to the beginning of the next. (Each assembly is expected to last 45 minutes.)

Terms - \$300 deposit due with each signed contract (per booking.) Balance due day of assembly, unless other prior arrangements have been agreed upon by Imagination Machine and District/contracting organization.

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of 2-14-13, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

THE IMAGINATION MACHINE

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$10,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 2/14/13-2/13/14 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 Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

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

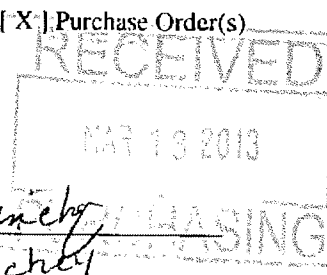
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: Terry Fluent
 Name: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date: 2/13/13

CONTRACTOR

Signature: Jenny McGlinchey
 Name: Jenny McGlinchey
 Title: Business Admin mgr
 Address: 17853 Santiago Bl. #107-31
Villa Park, CA 92661
 Email Address: office@theimagination
machine.com
 FEIN/SSN: 33-0464233





Jan 28, 2013

To: Donna Antifae, Capo USD

From: Jenny McGlinchey, Business Admin Mgr. – The Imagination Machine

Subject - Fees

Hi Donna –

Fees for The Imagination Machine assemblies are as follows:

1 performance - \$675

Ea Add'l show - \$350

(Performances occurring at one site on the same day.)

If there is a break of an hour, or more, between the end of one performance, and the beginning of the next, there will be an additional, prorated \$50/hour fee. (i.e. 1 hr = \$50, 1.5 hrs = \$75, 2 hrs = \$100. Expect performances to run approx 45 min from scheduled start time.)

Travel fees range from \$50-75, depending on the specific school location, and anticipated travel time involved.

In the case of Crown Valley, they have requested two performances. Their performance fees are \$1,025, plus a \$60 travel fee.

Total = \$1,085

Please call or email with any questions.

Jenny McGlinchey
Business Admin Mgr
The Imagination Machine
714-771-2499
office@theimaginationmachine.com

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213174**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

THE IMAGINATION MACHINE

Independent Contractor Agreement No. ICA 1213174 called for services to be rendered at the rates shown in the agreement. This amount may be increased by mutual agreement of both parties by written amendment.

The Independent Contractor Agreement No. ICA 1213174 shall be amended by special conditions as shown in Exhibit A.

Except as set forth in this Amendment, and Board approved on February 13, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

The Imagination Machine

By: Terry Fluent
Signature

By: Jenny McGlinchey
Signature

Terry Fluent

Jenny McGlinchey
Print Name

Director, Purchasing

Business Admin. Mgr.
Title

Date: 3/29/13

Date: 3-15-13

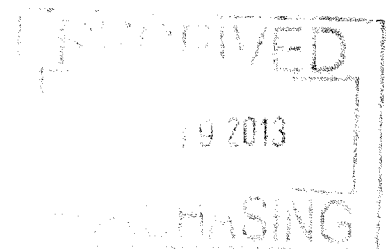


EXHIBIT A

SPECIAL CONDITIONS

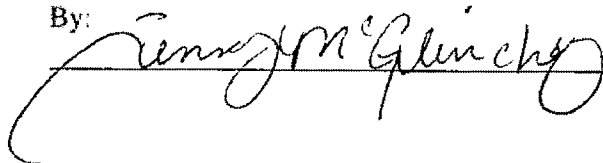
Contract ICA 1213174

The Imagination Machine

Delete Article 6. Delete Copyright/Trademark/Patent, in its entirety, and replace with Article 6 below.

6. Copyright/Trademark/Patent Contractor owns copyright, name and trademark. District is afforded the use of such name and trademark for the purpose of this performance only. All written materials (stories written by Capistrano Unified School District students), and copyrights thereof shall remain the property of said students.

By:

A handwritten signature in black ink, appearing to read "Jennifer M. Glinch", written over a horizontal line.

Date: 3-15-13

**EXTENSION NO. 1 OF PROFESSIONAL SERVICES AGREEMENT
PSA1213176**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

NATHAN H. HUNTER, PHD

The Professional Services Agreement PSA 1213176 with Capistrano Unified School District and Nathan H. Hunter, PHD called for an original contract period of February 14, 2013, through February 13, 2014.

The contract with Capistrano Unified School District and Nathan H. Hunter, PHD, shall be extended covering the period February 14, 2014, through June 30, 2014.

Except as set forth in this Extension Agreement, and Board approved on February 13, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Nathan H. Hunter, PHD

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 2/14/13 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

NATHAN H. HUNTER, PHD

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained, experienced, licensed, and competent to perform the special 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," and incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$6,500.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 2/14/13-2/13/14 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 attached documents as if such additional terms were set forth in full herein.

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

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

DISTRICT

By: Terry Fluente

Name: Terry Fluente

Title: Director, Purchasing

Board Approval Date: 2/13/13

CONSULTANT

Signature: Nathan Hunter

Name: NATHAN HUNTER, PhD

Title: PSYCHOLOGIST

Address: 23832 ROCKFORD BLVD #150
LAKE FOREST CA 92630

Email Address: NATHAN.HUNTER@AUC.COM

FEIN/SSN 553354838

1

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company, or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

Upon completion of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: Nathaniel Date: 2/26/13

NATHAN H. HUNTER, PH.D.
Clinical Psychology

23832 Rockfield Blvd. Suite 150
Lake Forest, California 92630

California License PSY15163
Arizona License 3078

PSYCHOLOGICAL AND PSYCHOEDUCATIONAL ASSESSMENT RATE SHEET

Fees for psychological and psychoeducational assessment are charged on a per hour basis, \$165.00 per work hour. Billable time includes activities such as, but not limited to, interviews, telephone consultations, review of records, time devoted to testing, scoring and interpretation of tests, report writing, meetings to discuss results and recommendations, and any transportation to/from the testing/meeting site if the site is other than my office. Billing increments of 15 minutes are prorated from the hourly fee for periods less than one hour.

Assessments can vary widely in overall cost depending on the comprehensiveness of the assessment requested, the compliance of the testing subject, the communication efficiency of collateral informants, the relative degree of order/organization of records provided, and transportation time, among other factors.

In the event my services are secured as an expert witness in legal proceedings the fee per hour for my services is \$265.00 per hour, billed at the same 15 minute increments. This fee applies to services including, but not limited to, testifying in depositions, court appearances, due process hearings, mediations, and consultations about these proceedings. This fee is charged for the time spent at the site of the proceeding, or consultations, including wait time. Transportation to the site is charged at \$165.00 per hour.

By: _____

Nathan H. Hunter

Date _____

2/26/13

**AMENDMENT NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. I1112088**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ALPENSAPRUCE, LLC

The Agreement between Capistrano Unified School District and AlpenSpruce, LLC, was extended for the period of December 1, 2013, through November 30, 2014.

The agreement with Alpenspruce, LLC shall be amended to reflect the new business name of AlpenSpruce Software, Incorporated.

Except as set forth in this amendment, and Board approved on August 24, 2010, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

**AlpenSpruce Software,
Incorporated**

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and AlpenSpruce, LLC hereinafter referred to as "CONTRACTOR".

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Services related to the development, training and deployment of SharePoint software and additional services as required.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 1, 2011, and will diligently perform as required and complete performance by November 30, 2012.

CONTRACTOR'S NAME: AlpenSpruce, LLC

CONTRACT No. 11112088

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: All travel expenses not to exceed \$3,000.00.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT, and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'S employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: None

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT 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 matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

12. Assignment: The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

13. Compliance with Applicable Laws: The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

14. Permits/Licenses: CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment with Public Agency: CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. Non Waiver: The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice: All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal services or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:Terry Fluent, Director, PurchasingCapistrano Unified School District33122 Valle RoadSan Juan Capistrano, CA 92675**CONTRACTOR:**AlpenSpruce, LLC6011 174th St. SESnohomish, WA 98296

20. 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.

CONTRACTOR'S NAME: AlpenSpruce, LLC

CONTRACT No. II112088

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	Fee Schedule (Dated 11/2/2011)
b. Exhibit	B	None
c. Exhibit	C	None

THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF December, 2011.

Capistrano Unified School District

Name of District

By: Terry Fluent

Terry Fluent

Typed Name

Director, Purchasing

Title

November 30, 2011

Board Approval Date

Initials/Date BH 11/8/11

AlpenSpruce, LLC

Contractor Name

Signature: Christopher Mayer

Christopher Mayer

Typed or Printed Name

Principal

Title

26-3153337

Taxpayer Identification Number



Project:

Employee Requisition and Open Enrollment work description.

Prepared For:

Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, California 92675

(949) 234-9200 Phone | (949) 493-8729 Fax

Prepared By:

AlpenSpruce, LLC

Christopher Mayer

6011 174th ST SE

SNOHOMISH, WA 98296

425-591-5925

Submitted: 11/2/2011



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1 - DESCRIPTION OF WORK AND SPECIFICATIONS

This Description of Work ("DOW") is prepared for Capistrano Unified School District ("Client") by AlpenSpruce Consulting ("Vendor").

The Vendor will provide seasoned expertise in these areas to deliver "world class" service and support. In addition to the areas listed below, the Vendor will provide additional value added support in terms of strategic guidance to ensure that the level of effort is maximized for greatest efficiency.

OUR UNDERSTANDING

Within the scope of this document, DISTRICT is undertaking two software initiatives that are designed to eliminate cumbersome paper processes and heavy District user workload.

The first, Employee Requisition ("ER") is an application, that will be SharePoint based, that will allow an internal user to initiate an Employee Requisition. This ER will then follow a defined workflow that will populate forms with data from existing systems, thereby minimizing the necessary amount of user keyed information, and then be routed for approval through the various stages required to realize an approved requisition.

The second, Open Enrollment, also known as School Transfer, is a combination of a Web Application that will allow Parents/Guardians to initiate and a Transfer Request, and a SharePoint Application that will allow District staff to manage the request through to approval or rejection. The web Application will collect the minimum amount of information necessary for a parent to be able to uniquely identify their student(s) and request the initiation of a transfer request. The SharePoint Application will allow District staff to review applications, update school position availability, assign positions to top priority requests, and conduct lotteries for open positions on a per school basis.

SERVICES

The contractor, throughout the implementation of these two initiatives will provide the general professional services necessary to ensure delivery within established timelines and budgetary constraints. These general services shall include, but are not limited to the following:

- A. Business Analysis and Technical Consultation
- B. Software, system and SharePoint Development, Testing and Troubleshooting
- C. Systems Integration
- D. Application deployment
- E. Training
- F. Project Management
- G. User Interface Design & Graphics Production



2 - DELIVERABLES

In addition the general services, each initiative has Milestones and deliverables associated with it. The Milestone grids below show those respective deliverables and the estimation of hours that is estimated to complete those tasks. Estimations were done based on the information known and gathered at the time this document was prepared:

EMPLOYEE REQUISITION DELIVERABLES

Milestone	Description	Hours Estimation
Forms for Parts A, B,C, D	Create forms, based on the existing Employee Requisition documents, which will allow users to input the necessary information at the pertinent stages in the workflow. These forms will be utilized for both Classified and Certificated requisitions.	32
QSS integration	Pre-populate forms with available information from QSS such to minimize user entry of data	22
Work Flow process	Ensure there is unilateral understanding of the workflow stages	21
Roles Support	Implementation of role based access and visibility for the defined roles to respective forms	24
Task Dashboards	Implement dashboards, targeted to roles and users, which show the state of each requisition and the task or approval that is required next.	27
Task messaging and reminders	Implement messaging, notifications and reminders to targeted roles and users such that users are informed as to ER progress and reminded that tasks are due to keep the process moving forward.	32
Testing	Unit and user testing of all the components and workflow processing. This stage will be done in conjunction with CUSD User Acceptance Testing personnel who will conduct user testing as well.	48
Reports	Creation of reports that show pertinent metrics about the ER process	31
Deployment	Continuous deployment and configuration of release builds to the District environment(s), including test and production.	28
Training	Train the Trainer level transition so the District is able to be self sufficient in the roll-out and adoption of the application	16
		281



OPEN ENROLLMENT/SCHOOL TRANSFER DELIVERABLES

Milestone	Description	Hours Estimation
Update and finalize mockups to reflect user interfaces and process flow.	This includes design of the forms that Parents/Guardians will see and use when they initiate a request, the forms District staff will use to administer the process and the workflow that will take a request from application to approval or decline.	8
Parent or Guardian internet request submission form	A Parent will be able to visit the District site and enter information into a form to initiate a request. The form will collect the minimum amount of information as necessary, and will also allow the collection of a new address. Verification of an address will be required upon award of the request.	17
District interface forms for request review approve, and decline	Implementation of District application administrator forms that allow for request review. The requests can be edited, or updated, and the status can be changed, such as to approve or award.	32
Queue Lottery for automatic request approve and decline	As schools have openings available, the system will be able to designate which top priority applications are randomly assigned to those open positions. The number of open positions available at a school will be manually updated, by a School's administrator, and will be decremented accordingly with assignment of lottery positions.	20
Parent or Guardian request status form	Once a parent has submitted a request, they will be issued a request number. They can use that number at any point to return to the site and check the status of their request.	15
Roles Support	Currently there appears to be three classes of users: district application administrators, members, and viewers. Application administrators have full access, members are limited to a school but have some write access, and viewers have only read access	16
Form emails delivered to the parent automatically as the student passes through various stages	As requests are approved or declined, emails will be sent to parents that have been indicated this is their preferable form of communication.	17
QSS Integration	As an administrator, I want to have the student information automatically populate in the tool so that I do not have to manually enter or switch between systems	16
Notification letters in batch printable for parents that do not use the internet	The application will allow for hard copy letters to be created and printed out by a District Application Administrator, such that they can be mailed out to Parents who cannot be updated or informed via email.	16
Testing	Unit and user testing of all the components and workflow processing. This stage will be done in conjunction with CUSD User Acceptance Testing personnel who will conduct user testing as well.	40
Reports	Creation of reports that show pertinent metrics about the Transfer process. These reports will include both District wide aggregates as well as school specific.	24
Deployment	Continuous deployment and configuration of release builds to the	20



	District environment(s), including test and production.	
Training	Train the Trainer level transition so the District is able to be self sufficient in the roll-out and adoption of the application	16
		257

3 - PRICING

RESOURCE	RATE
Consultant	\$125 / hr

ADDITIONAL EXPENSES

All travel expenses directly related to project activity incurred by AlpenSpruce in connection with its performance of the Services for Client will be reimbursed by Client, to a maximum of \$3000 in accordance with Payment Terms. All expenses and disbursements will be pre-approved by Client.

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. I1112088**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ALPENSPRUCE, LLC

The Agreement between Capistrano Unified School District and AlpenSpruce, LLC, was extended for the period of December 1, 2013, through November 30, 2014.

The following Special Condition is added to the agreement:

COOPERATION AGREEMENT:

AlpenSpruce has agreed to develop this and all other products covered under this agreement at a reduced number of hours in exchange for product reuse and Capistrano Unified School District cooperation and assistance in product resale. As part of this cooperation agreement, AlpenSpruce will reimburse Capistrano Unified School District 20% of all revenue accumulated as a result of their introductions and assistance in product resale. Capistrano Unified School District will have the choice of realizing reimbursements in the form of direct payments made to Capistrano Unified School District from AlpenSpruce once AlpenSpruce has received payment from the resale district OR in the form of Services from AlpenSpruce once the contractual sale is complete with the resale district.

Except as set forth in this amendment, and Board approved on August 24, 2010, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

AlpenSpruce, LLC

By: 
Signature

By: 
Signature

Terry Fluent

Christopher Mayer
Print Name

Director, Purchasing

Partner
Title

Date: 12/17/13

Date: 12/5/13

**AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213039**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BOWIE, ARNESON, WILES & GIANNONE

Professional Services Agreement No. PSA 1213039 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213039 shall be amended to \$180,000, for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on June 12, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Bowie, Arneson, Wiles & Giannone

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of June 12, 2012 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

BOWIE, ARNESON, WILES & GIANNONE

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained, experienced, licensed, and competent to perform the special 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," and incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$75,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 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 attached documents as if such additional terms were set forth in full herein.

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

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

DISTRICT

By: Terry Flunt

Name: Terry Flunt

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Alexander Bowie

Name: Alexander Bowie

Title: Managing Partner

Address: 4920 Campus Drive

Newport Beach, CA 92660

Email Address: abowie@bawg.com

FEIN/SSN 33-0219871

Bowie, Arneson, Wiles & Giannone

2011-2012 Hourly Rates

FOR

CAPISTRANO UNIFIED SCHOOL DISTRICT

	Current Pricing July 1, 2011- June 30, 2012	Proposed Pricing July 1, 2012-June 30, 2013
Partners	\$235.00	\$235.00
Senior Associates	\$205.00	\$205.00
Associates	\$195.00	\$195.00
Law Clerks	\$125.00	\$125.00
Paralegals	\$ 75.00	\$ 75.00

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213039**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BOWIE, ARNESON, WILES, AND GIANNONE

Professional Services Agreement No. PSA 1213039 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. PSA 1213039 shall be amended to \$105,000 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Bowie, Arneson, Wiles, and Giannone

By: 
Signature

By: 
Signature

Terry Fluent

Alexander Bowie
Print Name

Director, Purchasing

Managing Partner
Title

Date: 7/2/13

Date: June 18, 2013



EXTENSION OF AGREEMENT NO. 1 PSA 1213039

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

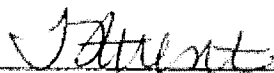
BOWIE, ARNESON, WILES & GIANNONE

Professional Services Agreement No. PSA 1213039 called for an original contract period of July 1, 2012 through June 30, 2013. The agreement with Bowie, Arneson, Wiles & Giannone shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$100,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Bowie, Arneson, Wiles & Giannone

By: 
Signature

By: 
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: 7/10/13

Date: _____

**Fee Schedule for Fiscal Year 2013-2014 for
Capistrano Unified School District**

Contract No. PSA 1213039

	Current Hourly Rates July 1, 2012 to June 30, 2013	Proposed Hourly Rates July 1, 2013 to June 30, 2014
Partners	\$235.00	\$235.00
Senior Associates	\$205.00	\$205.00
Associates	\$195.00	\$195.00
Law Clerks	\$125.00	\$125.00
Paralegals	\$ 75.00	\$ 75.00

**AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213039**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BOWIE, ARNESON, WILES, AND GIANNONE

Professional Services Agreement No. PSA 1213039 called for services to be rendered at the rates shown in the agreement for July 1, 2012, through June 30, 2013.

The "not to exceed" amount on Independent Contractor Agreement No. PSA 1213039 shall be amended to \$119,957.16 for additional services requested by the District.

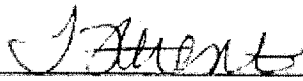
Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

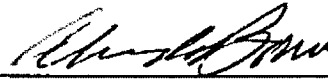
DISTRICT

CONSULTANT

Capistrano Unified School District

Bowie, Arneson, Wiles, and Giannone

By: 
Signature

By: 
Signature

Terry Fluent

Alexander Bowie
Print Name

Director, Purchasing

Managing Partner
Title

Date: 10/14/13

Date: September 30, 2013

**AMENDMENT TO MASTER CONTRACT AGREEMENT
NO. MCA 1314157**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BEACON DAY SCHOOL

Master Contract Agreement No. MCA 1314157 called for services to be rendered at the rates shown in the agreement.

The fee schedule on Master Contract Agreement No. MCA 1314157 shall be amended to include additional services as requested by the District, as shown in Exhibit A to this Amendment.

Except as set forth in this amendment, and Board approved on February 13, 2014, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

Beacon Day School

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A: RATES

CONTRACTOR	Beacon Day School	CONTRACTOR	30-66456-6130520	2013-2014
(NONPUBLIC SCHOOL OR AGENCY)		NUMBER		(CONTRACT YEAR)
Per CDE Certification, total enrollment may not exceed	6 Classrooms	If blank, the number shall be as determined by CDE Certification.		

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

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

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

Rate	Period
\$196.14	Per Day

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

B. Related Services

(1) a. Transportation –	\$40.00 + \$2.50 per mile	Per Day
b. Transportation – One Way		
c. Transportation – Dual Enrollment		
d. Public Transportation		
e. Parent*		
(2) a. Educational Counseling – Individual		
b. Educational Counseling – Group of ____		
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual		
b. Adapted Physical Education – Group of ____		
c. Adapted Physical Education – Group of ____		
(4) a. Language and Speech Therapy – Individual	\$100.00	Per Hour
b. Language and Speech Therapy – Group of 2		
c. Language and Speech Therapy – Group of 3		
d. Language and Speech Therapy – Per Diem		
e. Language and Speech – Consultation Rate		
(5) a. . 1:1 Behavior Interventionist/Aide	\$35.00	Per Hour
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual	\$100.00	Per Hour
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4-7		
e. Occupational Therapy – Consultation Rate		
(8) Physical Therapy	\$100.00	Per Hour
(9) Nursing Services		
(10) Residential Board and Care		
(11) Residential Mental Health Services		

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

**By credentialed Special Education Teacher



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of February 13, 2014 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

BEACON DAY SCHOOL

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

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

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

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

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

Term of Agreement. The term of this Agreement is for one year beginning February 13, 2014 through June 30, 2014.

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

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

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

"DISTRICT"

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR	Beacon Day School	CONTRACTOR	30-66456-6130520	2013-2014
(NONPUBLIC SCHOOL OR AGENCY)		NUMBER	(CONTRACT YEAR)	
Per CDE Certification, total enrollment may not exceed		6 Classrooms	If blank, the number shall be as determine by CDE Certification.	

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

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

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

Rate	Period
\$196.14	Per Day

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

B. Related Services

(1) a. Transportation –	\$40.00 + \$2.50 per mile	Per Day
b. Transportation – One Way		
c. Transportation – Dual Enrollment		
d. Public Transportation		
e. Parent*		
(2) a. Educational Counseling – Individual		
b. Educational Counseling – Group of ____		
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual		
b. Adapted Physical Education – Group of ____		
c. Adapted Physical Education – Group of ____		
(4) a. Language and Speech Therapy – Individual	\$100.00	Per Hour
b. Language and Speech Therapy – Group of 2		
c. Language and Speech Therapy – Group of 3		
d. Language and Speech Therapy – Per Diem		
e. Language and Speech – Consultation Rate		
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)		
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual	\$100.00	Per Hour
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4-7		
e. Occupational Therapy – Consultation Rate		
(8) Physical Therapy	\$100.00	Per Hour
a. Behavior Intervention		
(9) Nursing Services		
(10) Residential Board and Care		
(11) Residential Mental Health Services		

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

**By credentialed Special Education Teacher.

**AMENDMENT NO. 4 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213157**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC

Independent Contractor Agreement ICA 1213157 called for services to be rendered at the rates shown in the agreement.

The contract with Sunbelt Staffing, LLC shall be increased to \$70,000 and amended at the rates as shown in Exhibit A to this amendment.

Except as set forth in this Amendment, and Board approved on October 25, 2012 all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Sunbelt Staffing, LLC.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A

FEE SCHEDULE

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

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

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

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

By: _____

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 10-25-12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties")

SUNBELT STAFFING, LLC

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required,

WHEREAS, DISTRICT is in need of such special services and advice, and

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$33,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 10/08/12-10/07/13 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 Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

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

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

DISTRICT

CONTRACTOR

By:

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 10/24/12

Signature:

Name: Jana Zander

Title: Director of Administration

Address: 3887 Tampa Road, Suite 200

Oldsmar, FL 34677

Email Address: jana.zander@sunbeltstaffing.com

PETN/SSN 69-3875910

EXHIBIT A

FEE SCHEDULE

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

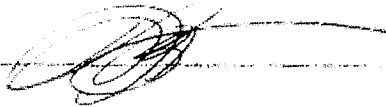
Remit to: P O Box 1024640
Atlanta, GA 30368-4640
(800)659-1522

Speech Language Pathologist - \$75.00 per hour

Rate will increase by a minimum of \$4.00 per hour for each consecutive assignment.

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

By: _____



Date: 01/30/2015

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213157**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC.

Professional Services Agreement No. PSA 1213157 called for services to be rendered at the rates shown in the agreement.

The Professional Services Agreement No. PSA 1213157 shall be changed to an Independent Contractor Agreement No. ICA 1213157, incorporating all general conditions of the new contract.

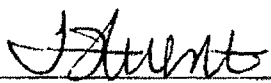
Except as set forth in this Amendment, and Board approved on October 24, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Sunbelt Staffing, LLC.

By: 
Signature

By: 
Signature

Terry Fluent

Lena Zander
Print Name

Director, Purchasing

Dir of Admin
Title

Date: 2/12/13

Date: 01/20/2013

**EXTENSION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213157**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC

The Professional Services Agreement PSA 1213157 with Capistrano Unified School District and Sunbelt Staffing, LLC. called for an original contract period of October 8, 2012, through October 7, 2013.

The contract with Capistrano Unified School District and Sunbelt Staffing, LLC., shall be extended an additional twelve (12) months, covering the period October 8, 2013, through October 7, 2014.

Except as set forth in this Extension Agreement, and Board approved on October 24, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____

Signature

Terry Fluent

Director, Purchasing

Date: _____

10/14/13

CONSULTANT

Sunbelt Staffing, LLC.

By: _____

Signature

Jana Zander

Dir of Admin

Title

Date: _____

10/07/2013

EXHIBIT A

FEE SCHEDULE

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

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

Speech Language Pathologist - \$75.00 per hour

Rate will increase by a minimum of \$4.00 per hour for each consecutive assignment.

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

By:  _____

Date: 11/07/2013

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213157

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC

Professional Services Agreement No. PSA 1213157 called for services to be rendered at the rates shown in the agreement.

The contract with Sunbelt Staffing, LLC shall be amended to reflect the new rates as shown in Exhibit A to this amendment effective July 1, 2013.

Except as set forth in this Amendment, and Board approved on October 24, 2012 all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Sunbelt Staffing, L.L.C.

By: Terry Fluett

By: Harriet Menden

Signature

Signature

Terry Fluett

Harriet Menden
Print Name

Director, Purchasing

Managing Director
Title

Date: 7/2/13

Date: 6-20-13

EXHIBIT A

FEE SCHEDULE

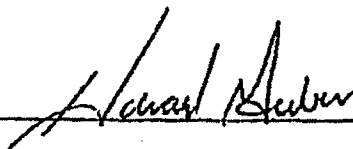
Sunbelt Staffing, LLC
3687 Tampa Road, Suite 200
Oldsmar, FL 34677-3613
(866)314-9240

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

Speech Language Pathologist - \$73.00 per hour

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

By: _____



Date: _____

6/24/13

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213157**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC

Independent Contractor Agreement ICA 1213157 called for services to be rendered at the rates shown in the agreement.

The contract with Sunbelt Staffing, LLC shall be increased to \$30,000 and amended to reflect the new rates as shown in Exhibit A to this amendment effective December 2, 2013.

Except as set forth in this Amendment, and Board approved on October 25, 2012 all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: 
Signature

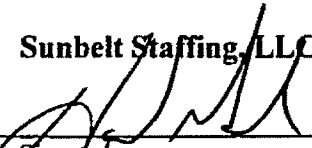
Terry Fluent

Director, Purchasing

Date: 1/21/14

CONSULTANT

Sunbelt Staffing, LLC.

By: 
Signature

Howard Gerber
Print Name

Managing Director
Title

Date: 12/23/13

EXHIBIT A

FEE SCHEDULE

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

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

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

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

By: _____

Date: _____

**EXTENSION NO. 1 AND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT PSA1213184**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DAYLE MCINTOSH DISABILITY RESOURCE CENTER

The Professional Services Agreement PSA 1213184 with Capistrano Unified School District and Dayle McIntosh Disability Resource Center called for an original contract period of February 22, 2013, through February 21, 2014 for \$10,000.00 annually.

The contract with Capistrano Unified School District and Dayle McIntosh Disability Resource Center shall be extended covering the period February 22, 2014, through June 30, 2014, not to exceed \$20,000 annually.

Except as set forth in this Extension Agreement, and Board approved on February 22, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

CONSULTANT

**Dayle McIntosh Disability Resource
Center**

By: _____
Signature

Print Name

Title

Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 2/22/13 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

DAYLE MCINTOSH DISABILITY RESOURCE CENTER

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained, experienced, licensed, and competent to perform the special 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," and incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$10,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 2/22/13-2/21/14 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 attached documents as if such additional terms were set forth in full herein.

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 3/13/13

CONSULTANT

Signature: _____

Name: _____

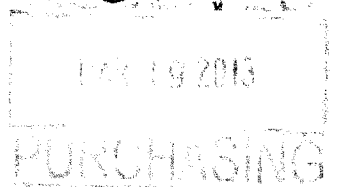
Title: Executive Director

Address: 13272 Garden Grove Blvd.

Garden Grove, CA 92843

Email Address: dkollmer@daylmc.org

FEIN/SSN: 95-3313707-FTN



SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company, or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

Upon completion of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

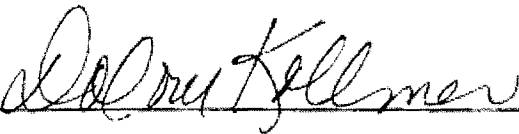
By:  Date: 3-12-2013

EXHIBIT A

FEE SCHEDULE

Dayle McIntosh
Disability Resource Center
13272 Garden Grove Blvd.
Garden Grove, CA 92843
(714)621-3300
(714)663-2094 FAX

School Interpreter services
\$64.00 per hour

Interpreters will provide Interpreting services for individual students or in DHH
classroom.

By: Dolores Kellman Date: 3-12-13

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213184**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DAYLE MCINTOSH DISABILITY RESOURCE CENTER

Professional Services Agreement No. PSA 1213184 called for services to be rendered at the rates shown in the agreement.

The contract with Dayle McIntosh Disability Resource Center, shall be amended to reflect the new fee schedule as shown in Exhibit A to this amendment effective July 1, 2013.

Except as set forth in this Amendment, and Board approved on March 13, 2013 all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

**Dayle McIntosh Disability Resource
Center**

By: 
Signature

By: 
Signature

Terry Fluent

Dolores Kollmer
Print Name

Director, Purchasing

Executive Director
Title

Date: 7/29/13

Date: 7-17-13

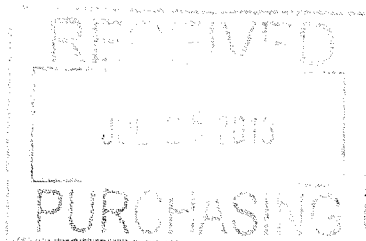


EXHIBIT A

FEE SCHEDULE

Dayle McIntosh
Disability Resource Center
13272 Garden Grove Blvd.
Garden Grove, CA 92843
(714)621-3300
(714)663-2094 FAX

School Interpreter services
\$64.00 per hour

Interpreters will provide Interpreting services for individual students or in DHH
classroom.

Interpreting services will be billed at a two (2) hour minimum with the start time based
on that specific request.

By: Debra Hallman Date: 7-17-13

**AMENDMENT TO AGREEMENT
BID NO. 1314-03 ASPHALT PAVING, SEALCOATING, AND REPAIR**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BEN'S ASPHALT, INCORPORATED

Agreement for Bid No. 1314-03 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Agreement for Bid No. 1314-03 shall be amended to \$850,000 annually for additional services as requested by the District.

Except as set forth in this Amendment to Agreement, and Board approved on May 22, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Ben's Asphalt, Incorporated

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 26, 2014
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. Booher, Anatasia	Inst Asst-Sp Ed	Voluntary	11/18/2013	01/24/2014
2. Breen, Amanda	Inst Asst-Sp Ed	Voluntary	03/16/2011	02/19/2014
3. Call, Allyson	Staff Secretary	Voluntary	05/16/2012	10/18/2013
4. Coleman, Meghan	Inst Asst-Sp Ed	Voluntary	11/04/2013	01/08/2014
5. Gilbert, Cambra	Inst Asst-Sp Ed	Other Employment	10/31/2012	02/17/2014
6. Hill, Natalie	IF-Autism	Child Care	09/02/2008	02/11/2014
7. Johnston, Taylor	IF-Sp Ed	Personal	10/01/2009	02/21/2014
8. Morganstern, Susan	IF-Sp Ed	Personal	09/08/2013	09/08/2013
9. Mottle, Allison	Inst Asst-Computer Lab	Education	04/30/2013	01/24/2014
10. Stewart, Robert	Lead Theater Tech	Personal	07/31/2008	02/28/2014
11. Telford, Holly	IF-Sp Ed	Personal	03/21/2012	02/14/2014
12. Webb, Kevin	HS Campus Supvr	Voluntary	09/30/2013	02/06/2014

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
13. Birkinshaw, Ryan	IF-Sp Ed (9.5mo/30hpw)	\$14.79 hr	R22-1	02/27/2014
14. Conrad, Mae Leah	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	02/27/2014
15. Corbett, Vicki	LVN (9.5mo/17.5hpw)	\$18.02 hr	R30-1	02/27/2014
16. Gomez, Adam	IF-Sp Ed (9.5mo/30hpw)	\$14.79 hr	R22-1	02/27/2014
17. Serceki, Allison	Inst Asst (9.5mo/17.5hpw)	\$13.74 hr	R19-1	02/27/2014
18. Warren, Michelle	Inst Asst (9.5mo/17.5hpw)	\$13.74 hr	R19-1	02/27/2014

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
19. Breen, Amanda	Inst Asst-Sp Ed	\$14.08 hr	R20-1	02/27/2014
20. Garcia, Elaine	Clerk	\$15.16 hr	R23-1	12/10/2013- 12/11/2013
21. Gingarelli de Tela, Georgina	Student Supvr	\$10.00 hr		02/27/2014
22. Messer, Jacqueline	FS Worker	\$12.14 hr	R14-1	02/27/2014
23. Zaharson, Kathleen	Student Supvr	\$10.00 hr		02/27/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 26, 2014
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
24. Gutierrez, Joe	Student Supvr	\$10.00 hr	02/27/2014
25. Haley, Dana	Student Supvr	\$10.00 hr	02/27/2014
26. Preciado, Alejandra	Student Worker	\$ 8.00 hr	12/11/2013- 06/30/2014
27. Reilly, Tyler	Student Worker	\$ 8.00 hr	12/11/2013- 06/30/2014

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
28. Deverrick, George	Soccer, Girls' Varsity (Asst)	Tesoro HS	\$ 2,641.00	11/12/2013- 01/30/2014
29. Dodge, Randy	Soccer, Girls' Varsity (Head)	Aliso Niguel HS	\$ 3,301.00	11/18/2013- 02/06/2014
30. Mestakides, George	Wrestling, Varsity (Asst)	Capistrano Valley HS	\$ 2,641.00	11/25/2013- 02/04/2014

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
31. Alpizar, Alexandra	Lacrosse, Girls' JV (Head)	San Clemente HS	\$ 2,600.00	02/27/2014- 05/16/2014
32. Amanda, Brown	Volleyball, Boys' JV (Asst)	San Juan Hills HS	\$ 2,650.00	01/25/2014- 05/06/2014
33. Burns, Lacey	Basketball, Girls' (Head)	San Clemente HS	\$ 3,400.00	10/01/2013- 12/27/2013
34. Curtis, Lexus	Swim, Girls' (Asst)	Capistrano Valley HS	\$ 2,640.00	02/10/2014- 04/30/2014
35. Draper, Dylan	Waterpolo, Boys' (Asst)	Aliso Niguel HS	\$ 1,000.00	01/27/2014- 02/28/2014
36. Flores, Mario	Track and Field, (Asst)	San Clemente HS	\$ 2,300.00	02/17/2014- 05/09/2014
37. Garcia, Hector	Soccer, Boys' (Asst)	Aliso Niguel HS	\$ 1,250.00	11/18/2013- 02/13/2014

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APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
38. Giese, Dan	Baseball, (Asst)	San Juan Hills HS	\$ 2,500.00	02/24/2014- 05/06/2014
39. Gomez, Porfirio	Color Guard	Aliso Niguel HS	\$ 3,600.00	07/01/2013- 06/30/2014
40. Hammer, Joey	Waterpolo, Boys' (Asst)	Aliso Niguel HS	\$ 1,000.00	01/27/2014- 02/28/2014
41. Johnson, Jesika	Softball, (Asst)	Aliso Niguel HS	\$ 2,000.00	02/10/2014- 05/09/2014
42. Jones, Russ	Track, Boys' (Asst)	Capistrano Valley HS	\$ 2,640.00	02/10/2014- 04/30/2014
43. Joyce, Jaime	Baseball, (Asst)	Capistrano Valley HS	\$ 2,640.00	02/10/2014- 04/30/2014
44. Kiefer, Kristen	Track, Girls' (Asst)	Capistrano Valley HS	\$ 2,640.00	02/10/2014- 04/30/2014
45. Kim, Linda	Lacrosse, Girls' JV	Dana Hills HS	\$ 500.00	02/14/2014- 06/03/2014
46. Lopez, Sasha	Waterpolo, Girls' (Asst)	Aliso Niguel HS	\$ 1,000.00	03/02/2014- 06/11/2014
47. Maestas, Brock	Baseball, Varsity (Asst)	San Clemente HS	\$ 2,200.00	02/17/2014- 05/16/2014
48. Miranda, Albert	Track and Field, (Head)	Tesoro HS	\$ 1,100.00	12/01/2013- 03/01/2014
	Cross Country, (Asst)		\$ 1,000.00	08/19/2013- 11/30/2013
49. Park, Lee	Baseball, Frosh (Head)	San Juan Hills HS	\$ 2,500.00	02/24/2014- 05/06/2014
50. Rhinehart, Michael	Tennis, Boys' Frosh/JV (Asst)	Dana Hills HS	\$ 2,900.00	02/14/2014- 06/06/2014
51. Schooler, Michael	Baseball, JV (Asst)	San Juan Hills HS	\$ 2,500.00	01/30/2014- 05/06/2014
52. Stratton, Andrew	Lacrosse, Girls' (Asst)	Capistrano Valley HS	\$ 2,640.00	02/10/2014- 04/30/2014
53. Sundin, Lindsey	Basketball, Girls'	San Clemente HS	\$ 1,100.00	09/03/2013- 12/16/2013
54. Vleisides, Leo Pondo	Tennis Coach, Boys' JV	San Clemente HS	\$ 2,600.00	02/17/2014- 05/02/2014
55. Yonan, Kirsten	Swim, Girls' (Asst)	Capistrano Valley HS	\$ 2,640.00	02/10/2014- 04/30/2014

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APPROVE EMPLOYMENT PENDING CLEARANCES

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
56. Chicas, Carlos	Director IV, Transp (12mo/40hpw)	\$128,653.00 yr	R58-15	03/03/2014
57. Kinnon, Andrew	Lead Theater Tech (10.75mo/40hpw)	\$ 4,201.68 mo	R42-1	03/01/2014
58. Mansoor, Jennifer	Sch Secretary I	\$ 2,901.12 mo	R27-1	02/27/2014
<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
59. Griffin, Rosamond	IF-Sp Ed (9.5mo/30hpw)	\$14.79 hr	R22-1	02/27/2014
60. Hill, Teffany	Inst Asst-Computer Lab (9.5mo/17.5hpw)	\$13.74 hr	R19-1	02/27/2014
61. Kaichi, Lisa	Inst Asst (9.5mo/17.5hpw)	\$13.74 hr	R19-1	02/27/2014
62. Mitchell-Mariselli, Jennifer	FS Worker (9.5mo/10hpw)	\$12.74 hr	R14-1	02/27/2014
63. Ortiz, Colene	Inst Asst-Computer Lab (9.5mo/15hpw)	\$13.74 hr	R19-1	02/27/2014
64. Rinefort, Juli	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	02/27/2014
65. Stratford, Jessica	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	02/27/2014
<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
66. Zermeno, Donna	FS Worker	\$12.14 hr	R14-1	02/27/2014

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APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
67. Flatley, Shari	FS Worker (9.5mo/30hpw)	Lead FS Worker II (9.5mo/35hpw)	R31-15	02/27/2014
68. Florio, Thomas	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/32.5hpw)	R22-10	02/27/2014
69. Jakovich, Linda	Elem Sch Clerk (10.5mo/40hpw)	Elem Sch Office Mgr (10.5mo/40hpw)	R33-10	01/06/2014- 02/12/2014
70. Lutjens, Marilyn	Sch Clerk I (10mo/17.5hpw)	Sch Clerk II (10mo/40hpw)	R25-10	02/27/2014
71. McKay, Joan	FS Worker (9.5mo/15hpw)	Lead FS Worker (9.5mo/25hpw)	R31-10	02/27/2014
72. Thoman, Molly	Lead Intermediate Office Asst (12mo/40hpw)	Transp Inventory Storekeeper	R33-6	12/16/2013- 03/30/2014

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
73. Bran, Cara	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-1	02/27/2014
74. Craven, Stacey	Student Supvr (9.5mo/19hpw)	Student Supvr (9.5mo/11hpw)		02/27/2014
75. Duffield, Lisa	Student Supvr (9.5mo/6hpw)	Student Supvr (9.5mo/7hpw)		02/27/2014
76. Harper, Sharon	IF-Sp Ed (9.5mo/30hpw)	IF-Sp Ed (9.5mo/32.5hpw)	R22-10	02/27/2014
77. Knowles, Gloria	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-1	02/27/2014
78. Kuppinger, Jennifer	Student Supvr (9.5mo/6hpw)	Student Supvr (9.5mo/5hpw)		02/27/2014
79. Sebek, Kathy	Student Supvr (9.5mo/12hpw)	Student Supvr (9.5mo/15hpw)		02/27/2014

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
80. Andersen, Maria	IF-Sp Ed TAA NTE 1.25 hrs (Attend Instructional Programs Boot Camp)	01/27/2014
81. Applegate, Jodi	Inst Asst-Sp Ed TAA NTE 1.25 hrs (Attend Instructional Programs Boot Camp)	01/27/2014
82. Bonar, Catherine	Inst Asst-Sp Ed TAA NTE 1.25 hrs (Attend Instructional Programs Boot Camp)	01/27/2014
83. Bonsangue, Dawnell	IF-Sp Ed TAA NTE 1.25 hrs (Attend Instructional Programs Boot Camp)	01/27/2014
84. Brierley, Magdalena	Presch Site Facilitator TAA NTE 150 hrs (Attend CSP Program)	01/01/2014- 06/30/2014
85. Centano, Celina	Presch Site Facilitator TAA NTE 150 hrs (Attend CSP Program)	01/01/2014- 06/30/2014
86. Colwell, Connie	Sub Clerk-Typing TAA NTE 50 hrs (Training for Intermediate Office Assistant support in block music)	02/20/2014- 06/30/2014
87. Cope, Mary	Nurse TAA NTE 60 hrs (Perform requirements for SR milestones until additional SRN is filled)	01/01/2014- 06/30/2014
88. Curiel, Michelle	IF-Sp Ed TAA NTE 1.25 hrs (Attend Instructional Programs Boot Camp)	01/27/2014
89. Daley, Erin	Student Supvr TAA NTE 1.3 hpw (Student supervision for classroom block music)	01/13/2014- 06/24/2014
90. Dhouni, Maria	Inst Asst-Sp Ed TAA NTE 1.25 hrs (Attend Instructional Programs Boot Camp)	01/27/2014
91. Eppstein, Susan	Inst Asst-Sp Ed TAA NTE 1.25 hrs (Attend Instructional Programs Boot Camp)	01/27/2014
92. Escherich, Ellen	IF-Sp Ed TAA NTE 1.25 hrs (Attend Instructional Programs Boot Camp)	01/27/2014
93. Espinoza, Rita	Inst Asst-Presch TAA NTE 12 hrs (Attend CSP Program)	01/01/2014- 06/30/2014
94. Fuentes, Tara	Blngl Inst Asst-Presch TAA NTE 12 hrs (Attend CSP Program)	01/01/2014- 06/30/2014
95. Gilbert, Cambra	Inst Asst-Sp Ed TAA NTE 1.25 hrs (Attend Instructional Programs Boot Camp)	01/27/2014

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

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
96. Gingras, Michele	Student Supvr TAA NTE 1.3 hpw (Release time for 3/4 grade combination class during block music)	01/28/2014- 06/24/2014
97. Grigsby, Lisa	Student Supvr TAA NTE 1.3 hpw (Supervise students during block music release time)	01/27/2014- 06/30/2014
98. Gutierrez, Laura	Student Supvr TAA NTE 30 hrs (Supervise children during PIQE meeting)	02/05/2014- 04/02/2014
99. Jaramillo-Labigan, Julie	IF-Sp Ed TAA NTE 56 hrs (Attend science camp with student on an IEP)	05/27/2014- 05/30/2014
100. Kalmbach, Barb	Inst Asst-Sp Ed TAA NTE 1.25 hrs (Attend Instructional Programs Boot Camp)	01/27/2014
101. Kawafuchi, Denise	Student Supvr TAA NTE .7 hpw (Supervise students during music time on Tuesdays)	01/29/2014- 06/24/2014
102. Kobayashi, Dorothy	Inst Asst-Sp Ed TAA NTE 1.25 hrs (Attend Instructional Programs Boot Camp)	01/27/2014
103. Maier, Gloria	Student Supvr TAA NTE 40 mpw (Release time for 3/4 grade combination class during block music)	01/24/2014- 06/24/2014
104. Manning, Mary	IF-Sp Ed TAA NTE 1.25 hrs (Attend Instructional Programs Boot Camp)	01/27/2014
105. McKeown, Sheray	Inst Asst-Presch TAA NTE 12 hrs (Attend CSP Program)	01/01/2014- 06/30/2014
106. McMaster, Janice	IF-Sp Ed TAA NTE 1.25 hrs (Attend Instructional Programs Boot Camp)	01/27/2014
107. Medina, Maria	Presch Teacher TAA NTE 30 hrs (Attend CSP Program)	01/01/2014- 06/30/2014
108. Mihalich, Kelli	Student Supvr TAA NTE 1.3 hpw (Music prep support for combo teacher)	01/24/2014- 06/20/2014
109. Nieto, Victoria	IF-Sp Ed TAA NTE 1.25 hrs (Attend Instructional Programs Boot Camp)	01/27/2014
110. Paulsen, Andrea	IF-Sp Ed TAA NTE 1.25 hrs (Attend Instructional Programs Boot Camp)	01/27/2014
111. Polsky, Barbara	Inst Asst-Sp Ed TAA NTE 1.25 hrs (Attend Instructional Programs Boot Camp)	01/27/2014

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

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
112. Razzazian, Melody	Student Supvr TAA NTE 1.3 hpw (Student supervision for classroom block music)	01/30/2014- 06/19/2014
113. Romero, Ivet	Inst Asst-Presch TAA NTE 12 hrs (Attend CSP Program)	01/01/2014- 06/30/2014
114. Sheffield, Lorri	IF-Sp Ed TAA NTE 1.25 hrs (Attend Instructional Programs Boot Camp)	01/27/2014
115. Shimogawa, Debra	Student Supvr TAA NTE 1.3 hpw (Student supervision for classroom block music)	01/30/2014- 06/19/2014
116. Solis, Bertha	Inst Asst-Sp Ed TAA NTE 1.25 hrs (Attend Instructional Programs Boot Camp)	01/27/2014
117. Soto, Graciela	Student Supvr TAA NTE 4.8 hpw (Assist with supervision during the teacher's music release time)	02/04/2014- 06/24/2014
118. Tran, Ruth-Thy	Presch Teacher TAA NTE 30 hrs (Attend CSP Program)	01/01/2014- 06/30/2014
119. Valles, Susan	Presch Teacher TAA NTE 30 hrs (Attend CSP Program)	01/01/2014- 06/30/2014
120. Weinert, Megan	Student Supvr TAA NTE 2.67 hpw (Provide music relief for two combo teachers at Malcom)	02/06/2014- 06/24/2014
121. Wiskus, Donna	Student Supvr TAA NTE 3 hrs (Provide coverage for combo teachers music release time)	01/21/2014- 06/24/2014
122. Ybarra, Gigi	Blngl Presch Teacher TAA NTE 30 hrs (Attend CSP Program)	01/01/2014- 06/30/2014

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**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
123. Aono, Jennifer	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Caregiver	R19-1	01/07/2014- 06/24/2014
124. Jambusaria, Sangeeta	Student Supvr (9.5mo/11.25hpw)	IF-Sp Ed	R22-1	09/09/2013
125. Powell, Pamela	Sub Academic Advisor	Registrar	R28-1	01/07/2014- 01/10/2014

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ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Ruffer, Stacy	Teacher	Personal	08/20/2004	03/07/2014
2. Tyson, Cheryl	Teacher	Personal	09/03/2013	02/11/2014

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

3. Abedi, Lora	7. Kenney, Valerie
4. Albelo, Rafael	8. Molfetta, Melissa
5. Baker, Emily	9. Wagner, Mark
6. Billman, Wendy	10. Walders, Branon

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

11. Sieb, Sherri

APPROVE 6/5th ASSIGNMENT 2nd SEMESTER

12. Albelo, Rafael	35. Davis, Stacy
13. Alvarez, Sharon	36. Delanty, Lynn
14. Arena, Franco	37. Dowell, John
15. Austin, Hope	38. Easton, Alexandra
16. Avera, Stephanie	39. Erickson, Michael
17. Baker, John	40. Ezratty, Lisa
18. Beckley, Shelly	41. Famalette, Dwyann
19. Blakeney, Judith	42. Feyk, Mike
20. Bleidistel, Deanna	43. Fossum, Nolan
21. Borges, Esther	44. Gaspar, Lisa
22. Brooks, Michael	45. Golden, Jeremy
23. Brown, Angela	46. Gosselin, Eric
24. Brown, Rich	47. Green, Justin
25. Buckman, Andrea	48. Greger, Frank
26. Burch, Jessica	49. Hall, David
27. Cahill, Stephen	50. Hendrix, Sherida
28. Chapman, Mike	51. Huerta, Eduardo
29. Colwell, Greg	52. Hurlbut, Mike
30. Compean, Laura	53. Jacobsen, Lisa
31. Coppes, Paul	54. Jansen, Bob
32. Cosenza, Brandon	55. Jerome, Jacob
33. Crapo, Mary	56. Jeung, Albert
34. Cummings, Rod	57. Jobst, Shelley

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APPROVE 6/5th ASSIGNMENT 2nd SEMESTER (Cont.)

58. Junco, Maria	91. Riem, Michelle
59. Kaneshiro, Reid	92. Rigby, Mike
60. Keene, Gary	93. Rodriguez, George
61. Kent, Diane	94. Rosser, John
62. Kipe, Cecily	95. Ruhlen, Rich
63. Kolenic, Rita	96. Sanchez, Lynn
64. Leone, Rosemary	97. Satterlee, Robin
65. Levy, Matthew	98. Schefter, Christopher
66. Luciani, David	99. Schniepp, Jeff
67. Mack, Alana	100. Schreiber, Ryan
68. Mariani, Lindsay	101. Schwartzberg, Jake
69. Martin, Debra	102. Shults-Amon, Leesa
70. McCoy, Matt	103. Stirtz, Phil
71. McElroy, Dean	104. Summers, Robert
72. McLaughlin, Gregg	105. Threadgill, Ethan
73. Middlebrook, Stacy	106. Tinker, James
74. Miller, Teresa	107. Todd, Mary
75. Mortazavi, Jasmine	108. Tong, Marlen
76. Mulford, Constance	109. Triana, Elizabeth
77. Murphy, Kelli	110. Vigus, Dave
78. Neeve, Peter	111. Waldukat, Andreas
79. O'Brien, Doug	112. Ward, Robbin
80. O'Rourke, Patrick	113. Waterman, Chuck
81. Okura, Kristen	114. Weinstein, Dave
82. Oldroyd, Brenda	115. Westling, Kurt
83. Oliphant, Rob	116. Wiancko, Lia Marika
84. Oshbar-Sargent, Christina	117. Willett, Sarah
85. Porzuczek, Karin	118. Williamson, Nancy
86. Price, Linda	119. Woods, Marnie
87. Prinz, Jeff	120. Wright, Cyndi
88. Proodian, Dave	121. Young, Greg
89. Ray, Keri	122. Young, Mike
90. Reiland, Christopher	

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
123. Reiser, Heidi	Teacher – 60%	Teacher-80%	02/10/2014

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APPROVE ADDITIONAL ASSIGNMENTS

To Teach the After School Lexia & FastMath/Fraction Nation Class to ELD Students – Ambuehl Elem

Not to exceed 15 hours instructional pay @ \$35.00 per hour
01/07/2014-06/24/2014

124. Bushell, Kimberly

IB Coordinator – Hankey Elem

Not to exceed 100 hours non-instructional pay @ \$30.00 per hour
09/09/2013-06/24/2014

125. Chambers, Terry

To Provide After School Reading Strategies & Math Facts Class Support for Academic Growth & Progress of Title I Students – Hidden Hills Elem

Not to exceed 34 hours non-instructional pay @ \$30.00 per hour
01/21/2014-04/25/2014

126. Roman, Stacy

To Prep and Plan for SIOP Workshop – RH Dana Elem

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour
02/01/2014-02/18/2014

127. Paradise, Susan

128. Pitkin, Bonny

To Teach After School Academic Club – San Juan Elem

Not to exceed 13.5 hours instructional pay @ \$35.00 per hour
01/23/2014-06/24/2014

129. Cantoran, Rene

139. Mesholzadeh, Raquel

130. Derrig, Sophia

140. Perez, Carmen

131. Diaz, Monica

141. Porter, Jacqueline

132. Godinez, Renne

142. Reyes, Maribel

133. Gonzalez, Joann

143. Sanchez, Lidia

134. Hamidi, Luz

144. Sandoval, Rocio

135. Hernandez, Norma

145. Tawil, Gracie

136. Jacques, Pierre

146. Torres, Cristina

137. Le, Leslie

147. Ward, Yesenia

138. Loera, Lorena

To Provide Staff Development Technology Training – San Juan Elem

Not to exceed 5 hours non-instructional pay @ \$30.00 per hour
01/27/2014-06/24/2014

148. Sabad, Bernardo

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

To Oversee ASB Events and Tournaments – Bernice Ayer MS
Not to exceed 20 hours instructional pay @ \$35.00 per hour
02/03/2014-06/23/2014

149. Reiland, Christopher

To Attend SIOP Planning Team Meetings – Bernice Ayers MS
Not to exceed 3 hours non-instructional pay @ \$30.00 per hour
01/07/2014-03/01/2014

150. Dunn, Camille

151. Mayer, Mariah

To Teach After School Math and/or ELA Classes – Marco Forster MS
Not to exceed 8 hours instructional pay @ \$35.00 per hour
01/07/2014-02/28/2014

152. Gries, Vernon

After School Tutorial – San Clemente HS
Not to exceed 60 hours instructional pay @ \$35.00 per hour
03/01/2014-06/24/2014

153. Willey, Elizabeth

To Attend AP Review Sessions – Tesoro HS
Not to exceed 45 hours instructional pay @ \$35.00 per hour
02/01/2014-06/15/2014

154. Benjamin, Carolyn

161. Ng, Caiyin

155. Berkenkotter, Kurt

162. Pulido, Pedro

156. Busenkell, Bill

163. Rasic, Diane

157. Harnett, Patrick

164. Ritcher, Nathaniel

158. Leiva, Megan

165. Thompson, Laura

159. Manzotti, Maria

166. Varricchio, Amy

160. Mooney, Mark

167. Woodward, Jennifer

To Proctor Saturday School – Tesoro HS
Not to exceed 8 hours instructional pay @ \$35.00 per hour
01/25/2014-02/01/2014

168. Herwig, Christopher

To Provide Credit Recovery for High School Student – Adult Education
Not to exceed 150 hours instructional pay @ \$35.00 per hour
02/10/2014-06/25/2014

169. Beckler, Anne

171. Sepe, Christina

170. Cunningham, Craig

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

To Assist After School Programs with Hands-On Science Activities – Education Services

Not to exceed 30 hours instructional pay @ \$35.00 per hour
01/07/2014-06/24/2014

172. Slee, Elisa

To Assist with Inventory of ASES Equipment for Five ASES Schools – Education Services

Not to exceed 25 hours non-instructional pay @ \$30.00 per hour
01/16/2014-06/24/2014

173. Buckman, Jonathan

To Proctor GATE Testing – GATE

Not to exceed 6.5 hours instructional pay @ \$35.00 per hour
02/08/2014

174. McCullough, Stephen

To Provide Administrative Oversight of the 2013-2014
Extended School Year Program – Special Education

Not to exceed 125 hours non-instructional pay @ \$55.00 per hour
02/01/2014-06/30/2014

175. Dagley, Jeana

176. Pettey, Stephanie

To Complete Articulation Assessments – Special Education

Not to exceed 25 hours non-instructional pay @ \$30.00 per hour
01/28/2014-04/04/2014

177. Tokatlian, Jodie

To Cover for Resignation of School Psychologist – Special Education

Not to exceed 160 hours @ hourly per diem rate
02/03/2014-06/30/2014

178. Casteel, Janice

To Attend IEP Meeting for a DHH Student as Part of the Expert Consultation Team – Special Education

Not to exceed 2 hours @ hourly per diem rate
01/31/2014-03/31/2014

179. McMorran-Maus, Krista

To Provide Autism Program Support – Special Education

Not to exceed 45 hours non-instructional pay @ \$30.00 per hour
11/01/2013-03/30/2014

180. McKee, Aja

181. Terhune, Cynthia

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

To Provide Academic Assessment for Special Education Student
per IDR Agreement – Special Education

Not to exceed 10 hours instructional pay @ \$35.00 per hour
02/03/2014-06/19/2014

182. Harris, Robert

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
183. Brown, Rich	Baseball, Varsity (Asst)	San Clemente HS	\$ 3,081.00	02/17/2014- 05/16/2014
184. Cain, Josh	Lacrosse, Girls' Varsity (Head)	San Clemente HS	\$ 3,301.00	02/17/2014- 05/16/2014
185. Dunbeck, David	Outdoor Education, Elementary	Marblehead Elem	\$ 110.00 per night	04/29/2014- 05/01/2014
186. Gellatly, Dave	Baseball, Varsity (Head)	San Clemente HS	\$ 3,521.00	02/17/2014- 05/16/2014
187. Goldstone, Ken	Volleyball, Boys' Varsity (Head)	San Clemente HS	\$ 3,301.00	02/17/2014- 05/07/2014
188. Guckert, Cheryl	Outdoor Education, Elementary	Lobo Elem	\$ 110.00 per night	03/11/2014- 03/14/2014
189. Hanson, Craig	Baseball, Varsity (Head)	Aliso Niguel HS	\$ 3,521.00	02/10/2014- 05/09/2014
190. Hribar-Kelley, Natalie	Monterey Field Trip Study, HS	Dana Hills HS	\$ 110.00 per night	11/07/2013- 11/11/2013
191. Hudson, Randy	Monterey Field Trip Study, HS	Dana Hills HS	\$ 110.00 per night	11/07/2013- 11/11/2013
192. Hurlbut, Michael	Golf, Boys' Varsity (Head)	San Clemente HS	\$ 3,301.00	02/17/2014- 05/09/2014
193. Johnson, Dan	Track, Boys' Varsity (Head)	San Clemente HS	\$ 3,521.00	02/17/2014- 05/09/2014
194. Kokx, Aaron	Baseball, Varsity (Asst)	Aliso Niguel HS	\$3,081.00	02/10/2014- 05/09/2014
195. Landis, Sharon	Outdoor Education, Elementary	Reilly Elem	\$ 110.00 per night	05/20/2014- 05/23/2014
196. Maroshek, Barbara	Outdoor Education, Elementary	Marblehead Elem	\$ 110.00 per night	04/29/2014- 05/01/2014
197. McGraw, Randy	Outdoor Education, Elementary	Marblehead Elem	\$ 110.00 per night	04/29/2014- 05/01/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 26, 2014
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
198. Middlebrook, Stacy	Track, Girls' (Head)	Aliso Niguel HS	\$ 3,521.00	02/10/2014- 05/09/2014
199. Mulligan, Shawn	Track, Boys' (Asst)	San Clemente HS	\$ 2,641.00	02/14/2014- 05/09/2014
200. Proodian, Dave	Track, Girls' Varsity (Head)	San Clemente HS	\$ 3,521.00	02/17/2014- 05/09/2014
201. Stephens, John	Tennis, Boys' Varsity (Head)	San Clemente HS	\$ 3,301.00	02/17/2014- 05/02/2014
202. Sullivan, Mike	Monterey Field Trip Study, HS	Dana Hills HS	\$ 110.00 per night	11/07/2013- 11/11/2013
203. Swenson, Casey	Volleyball, Boys' Varsity (Asst)	San Clemente HS	\$ 2,641.00	02/17/2014- 05/07/2014
204. Vierra, Michelle	Outdoor Education, Elementary	Lobo Elem	\$ 110.00 per night	03/11/2014- 03/14/2014
205. Werner, Danny	Track, Boys' (Head)	Aliso Niguel HS	\$ 3,521.00	02/10/2014- 05/09/2014
206. Young, Marisa	Outdoor Education, Elementary	Lobo Elem	\$ 110.00 per night	03/11/2014- 03/14/2014

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
207. Calentino, Mark	Wrestling, (Head)	San Clemente HS	\$ 330.10	02/03/2014
208. Brown, Rich	Wrestling (Asst)	San Clemente HS	\$ 330.10	02/03/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 26, 2014
Certificated Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
209.Binley, Judd	Track (Asst)	San Clemente HS	\$ 2,300.00	02/17/2014- 05/09/2014
210.Dollar, Chris	Golf, Boys' (Asst)	Capistrano Valley HS	\$ 2,200.00	02/10/2014- 04/30/2014
211.Iverson, John	Volleyball, Boys' (Asst)	San Clemente HS	\$ 2,500.00	02/17/2014- 05/07/2014
212.Kokx, Aaron	Baseball, Varsity (Asst)	Aliso Niguel HS	\$ 450.00	01/13/2014- 02/07/2014
213.Lynch, Erick	Waterpolo, Girls' Varsity (Head)	Aliso Niguel HS	\$ 3,000.00	03/02/2014- 06/11/2014
214.Michaelis, Warren	Baseball, (Asst)	San Clemente HS	\$ 1,000.00	02/17/2014- 05/16/2014
215.Morgan, John	Track, Boys'	Capistrano Valley HS	\$ 2,640.00	02/10/2014- 04/30/2014
216.Parker, Marina	Swimming, (Asst)	Aliso Niguel HS	\$ 2,200.00	02/10/2014- 05/09/2014

XIV. AGREEMENT

THIS AGREEMENT, dated May 23, 2013, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT"), and Ben's Asphalt, Inc., (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **BID NO. 1314-03, ASPHALT PAVING, SEALCOATING AND REPAIR** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum as specified in attached bid price sheet.

4. The work shall be commenced on or before the seventh (7th) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within **thirty (30)** consecutive calendar days from the date specified in the Notice to Proceed. The initial term of this agreement will be for one year, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. **Termination for Cause or Nonappropriation.** In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract.

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;

- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries
including accidental death, to any one
person in an amount not less than **\$1,000,000.00**

and

Subject to the same limit for each
person on account of one accident,
in an amount not less than **\$1,000,000.00**

Property Damage Insurance
in an amount not less than **\$1,000,000.00**

Course of Construction
Insurance without exclusion
or limitation in an
amount not less than **\$1,000,000.00**

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Escrow Account: N/A

11. Labor Compliance Program: N/A

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of CA. and that JOHN STEFANOW, whose title is C.F.O., is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed including all contract documents as indicated:

CONTRACT DOCUMENTS:

1. ☒ Bid Bond
2. ☒ Bid Form
3. ☒ Designation of Subcontractors
4. ☒ Information Required of Bidder
5. ☒ Contractor's Certificate Regarding Workers' Compensation
6. ☒ Certification - Participation of Disabled Veteran Business Enterprise
7. ☒ Noncollusion Declaration
8. ☒ Faithful Performance Bond
9. ☒ Payment Bond
10. ☒ Agreement
11. ☒ Drug-Free Workplace Certification
12. ☒ Certification by Contractor Criminal Records Check
13. ☒ Contractor's Certificate Non-Asbestos Containing Materials
14. ☒ Tobacco Use Policy
15. ☒ Conflict of Interest
16. ☒ Compliance With Safety Regulations

CAPISTRANO UNIFIED SCHOOL DISTRICT
BID NO. 1314-03
ASPHALT PAVING, SEALCOATING AND REPAIR

COMPANY NAME: _____

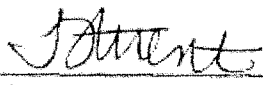
17. ☒ Certificate Of Liability Insurance
18. ☒ W-9 Form

CONTRACT TERM

The terms of this base contract is for one year beginning July 1, 2013, through June 30, 2014, with two (2) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

Annual expenditures under this contract are not to exceed \$250,000.00, unless increased by amendment to this contract.

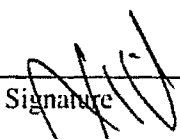
DISTRICT

By: 
Signature

Terry Fluent
Print Name

Director, Purchasing
Title

CONTRACTOR

By: 
Signature

JOHN SUFFINGTON
Print Name

C.F.O.
Title

668417
Contractor's License No.

77-0325807
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

BID PRICE SHEET

- All pricing herein to include all standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.**
- Bidders must complete all items, or the bid submitted may be declared non-responsive.
- Low bid to be determined by select line items representing the most common District projects at a weighted percentage.

Award for base bid will be determined by select line items representing the most common District projects at a weighted percentage; job scenarios to be provided at bid opening.

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
	3" R and R		
1	Minimum charge	Minimum charge	\$ 1,500 ⁰⁰
2	100 SF to 500 SF	Square Foot	\$ 4 ²⁵
3	501 SF to 1000 SF	Square Foot	\$ 2 ⁵⁰
4	1001 SF to 3000 SF	Square Foot	\$ 2 ²⁵
5	3001 SF to 6000 SF	Square Foot	\$ 2 ⁰⁰
	4" R and R		
6	Minimum charge	Minimum charge	\$ 1,500 ⁰⁰
7	100 SF to 500 SF	Square Foot	\$ 5 ²⁵
8	501 SF to 1000 SF	Square Foot	\$ 4 ²⁵
9	1001 SF to 3000 SF	Square Foot	\$ 3 ²⁵
10	3001 SF to 6000 SF	Square Foot	\$ 3 ²⁵
	6" R and R		
11	Minimum charge	Minimum charge	\$ 1,750 ⁰⁰
12	100 SF to 500 SF	Square Foot	\$ 8 ⁰⁰
13	501 SF to 1000 SF	Square Foot	\$ 5 ²⁵
14	1001 SF to 3000 SF	Square Foot	\$ 5 ⁰⁰
15	3001 SF to 6000 SF	Square Foot	\$ 4 ⁵⁰
	4" REMOVE and 6" REPLACE		
16	Minimum charge	Minimum charge	\$ 1,500 ⁰⁰
17	100 SF to 500SF	Square Foot	\$ 7 ⁵⁰
18	501 SF to 1000 SF	Square Foot	\$ 5 ⁰⁰
19	1001 SF to 3000 SF	Square	\$ 4 ²⁵
20	3001 SF to 6000 SF	Square Foot	\$ 4 ⁵⁰

CAPISTRANO UNIFIED SCHOOL DISTRICT
 BID NO 1314-03
 ASPHALT PAVING, SEALCOATING AND REPAIR

COMPANY NAME BEN'S ASPHALT

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
	SKIN PATCH - various locations - average 1/2" - 1" thick		
21	Minimum charge	Minimum Charge	\$ 1,500 ⁰⁰
22	100 SF to 500 SF	Square Foot	\$ 3 ⁰⁰
23	501 SF to 1000 SF	Square Foot	\$ 2 ⁰⁰
24	1001 SF to 3000 SF	Square Foot	\$.90
25	3001 SF to 6000 SF	Square Foot	\$.55
	OVERLAY - one location, "Petromat" fabric with 1 1/2" overlay		
26	Minimum charge	Minimum Charge	\$ 2,500 ⁰⁰
27	500 SF to 1000 SF	Square Foot	\$ 3 ⁰⁰
28	1001 SF to 5000 SF	Square Foot	\$ 1 ⁷⁵
29	5001 SF to 10,000 SF	Square Foot	\$ 1 ²⁵
30	10,001 SF to 20,000 SF	Square Foot	\$ 1 ⁰⁰
31	20,001 SF to 40,000 SF	Square Foot	\$.95
	OTHER		
32	Place 1" additional thickness asphalt	Square Foot to each unit	\$.50
33	Place 1" additional thickness asphalt - including removal	Square Foot to each unit	\$ 1 ⁰⁰
	SPEED BUMPS - Average 35' long		
34	Minimum charge	Minimum Charge	\$ 1,500 ⁰⁰
35	Bumps	Each	\$ 250 ⁰⁰
36	6" AC BERM		
37	Minimum charge	Minimum Charge	\$ 1,500 ⁰⁰
38	100 LF to 500 LF	Lineal Foot	\$ 3 ⁰⁰
39	501 LF to 1000 LF	Lineal Foot	\$ 2 ⁵⁰
40	1001 LF to 3000 LF	Lineal Foot	\$ 2 ⁰⁰
	ROUGH GRADE GRASS OR DIRT AREA, INCLUDING REMOVAL, AND PLACE AVERAGE 3" AC PAVING		
41	Minimum charge	Minimum Charge	\$ 1,750 ⁰⁰
42	100 SF to 500 SF	Square Foot	\$ 5 ⁰⁰
43	501 SF to 1000 SF	Square Foot	\$ 4 ²⁵
44	1001 SF to 3000 SF	Square Foot	\$ 4 ⁰⁰
45	3001 SF to 6000 SF	Square Foot	\$ 3 ⁰⁰

Bid Form 3

CAPISTRANO UNIFIED SCHOOL DISTRICT
 BID NO 1314-03
 ASPHALT PAVING, SEALCOATING AND REPAIR

COMPANY NAME BEN'S ASPHALT

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
46	6001 SF to 10,000 SF	Square Foot	\$ <u>2.25</u>
47	10,001 SF to 15,000 SF	Square Foot	\$ <u>1.35</u>
48	Place 1" thick AGG base, including removal	Square Foot to each unit	\$ <u>.50</u>
	RAMP TRANSITION		
49	Minimum move-in per site	Site	\$ <u>1,500.00</u>
50	Minimum move-in per ramp	Ramp	\$ <u>150.00</u>
	REDWOOD HEADERS		
51	2" x 4"	Lineal Foot	\$ <u>2.50</u>
52	2" x 6"	Lineal Foot	\$ <u>3.50</u>
	SLURRY		
53	1 SF to 2000 SF	Square Foot	\$ <u>.50</u>
54	2001 SF to 10,000 SF	Square Foot	\$ <u>.20</u>
55	10,001 SF to 20,000 SF	Square Foot	\$ <u>.10</u>
56	20,001 SF to 40,000 SF	Square Foot	\$ <u>.10</u>
57	40,001 SF and over	Square Foot	\$ <u>.10</u>
	DOUBLE SLURRY - slurry, flash dry, slurry		
58	1 SF to 2000 SF	Square Foot	\$ <u>.75</u>
59	2001 SF to 10,000 SF	Square Foot	\$ <u>.30</u>
60	10,001 SF to 20,000 SF	Square Foot	\$ <u>.15</u>
61	20,001 SF to 40,000 SF	Square Foot	\$ <u>.15</u>
62	40,001 SF and over	Square Foot	\$ <u>.15</u>
	STRIPING AND STENCIL		
63	3" Wide Solid Lines	Lineal Foot	\$ <u>.30</u>
64	4" Wide Solid Lines	Lineal Foot	\$ <u>.35</u>
65	Miscellaneous legends	Lineal Foot	\$ <u>.50</u>
66	Stencils 8"-12" (Letters & Numbers)	Per Letter	\$ <u>1.00</u>
67	Stencils 24" (Letters & Numbers)	Per Letter	\$ <u>2.00</u>
68	4 Square	Each	\$ <u>50.00</u>
69	Hop Scotch	Each	\$ <u>75.00</u>
70	Basketball Court	Each	\$ <u>250.00</u>
71	Stop Bar/Limit Line	Each	\$ <u>40.00</u>
72	Curb Painting (red/yellow/green/white)	Lineal Foot	\$ <u>.75</u>

Bid Form 4

CAPISTRANO UNIFIED SCHOOL DISTRICT
 BID NO. 1314-03
 ASPHALT PAVING, SEALCOATING AND REPAIR

COMPANY NAME BEN'S ASPHALT

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
	SEALCOAT - unit prices indicate one coat application		
73	1 SF to 2000 SF	Square Foot	\$.50
74	2001 SF to 10,000 SF	Square Foot	\$.20
75	10,001 SF and over	Square Foot	\$.07
76	CONCRETE CURB	Lineal Foot	\$ 10 ⁰⁰
77	GUTTER	Square Foot	\$ 7 ⁵⁰
78	ASPHALT RAMP EXTENSION - typically 4' x 5', 0 - 3" thick	Each	\$ 250 ⁰⁰
79	CRACK REPAIR - grind and fill	Lineal Foot	\$ 1 ⁰⁰
80	CONCRETE FLOW LINE - 3' x 6"	Lineal Foot	\$ 30 ⁰⁰
81	GRIND ASPHALT AT CONCRETE EDGES TO MATCH ELEVATIONS	Lineal Foot	\$ 2 ⁰⁰
82	CONCRETE DRAIN BOX 12" X 12" X 12" WITH TRAFFIC GRATE IN ASPHALT OR CONCRETE	Each	\$ 200 ⁰⁰
83	WHEEL STOPS/PARKING BLOCK	Each	\$ 25 ⁰⁰
84	FLATWORK - 4" concrete	Square Foot	\$ 3 ⁵⁰
	SCHEDULE 40 PVC DRAIN PIPE		
85	In dirt	Lineal Foot	\$.60
86	In asphalt	Lineal Foot	\$.60
87	In concrete	Lineal Foot	\$.60
	PARKING LOT SWEEPING		
88	Minimum Charge	Note Square Footage for minimum charge 10,000 or Less	\$ 500 ⁰⁰

Bid Form 5

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
	OPERATED EQUIPMENT		
89	Backhoe	Hour	\$ 115 ⁰⁰
90	Dump truck	Hour	\$ 80 ⁰⁰
91	Roller	Hour	\$ 95 ⁰⁰
92	Skip loader	Hour	\$ 95 ⁰⁰
93	Bobcat	Hour	\$ 115 ⁰⁰
94	Water truck	Hour	\$ 75 ⁰⁰
95	Blade	Hour	\$ 125 ⁰⁰
96	950 loader	Hour	\$ 140 ⁰⁰
97	LABOR - not covered in unit prices	Hour	70 ⁰⁰
98	MINIMUM CHARGE FOR ANY JOB	Lump Sum	\$ 1,500 ⁰⁰

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100. et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as

ALISO NIGUEL HIGH SCHOOL	
Teacher	Assignment
Sharon Alvarez	Softball
Keith Barnett	Basketball/B.
Paul Biggs	Golf
Greg Colwell	Wrestling
Ryan Cox	Swimming/G.
Stacy Davis	Pep Squad
Craig Hanson	Baseball
Stacy Middlebrook	Track and Field/G.
Jon Puffer	Swimming/B.
Courtney Schreiman	Drill Team
Dave Weinberg	Marching Band
Kurt Westling	Football

DANA HILLS HIGH SCHOOL	
Teacher	Assignment
Brittany Casey	SOCSA (Musicals)
Leonardo Compean	Soccer/B.
Brandon Cosenza	Softball
Robert Cullinan	Basketball/G.
Marcus Degan	Surfing
Tom Desiano	Basketball/B.
Glen Forster	Golf
Dave Georgia	Soccer/G., Water Polo & Swimming/G., Lacrosse/B. & G.
Ashley Ortiz	Cheer
Matthew Rosa	Swimming/B.
Todd Rusinkovich	Football
Steve Wade	Drum line

SAN JUAN HILLS HIGH SCHOOL	
Teacher	Assignment
Charles Briggs	Football
Aaron Flowers	Football
Armando G. Gonzalez	Basketball, Volleyball, Softball, Tennis, Lacrosse
Courtney Koehler	Pep Squad
Dean McElroy	Marching Band/Drumline
Farrel Moore	Soccer
Catherine Nolan	Track and Field
Nate Roberts	Surf
Robert Summers	Track and Field
James Tinker	Golf
Jeremey Wooten	Baseball

CAPISTRANO VALLEY HIGH SCHOOL	
Teacher	Assignment
Chad Addison	Softball, Tennis/B.
Jason Bedrosian	Baseball
Richard Bordner	Wrestling
Ernie Bucher	Football
Brian Clark	Football
Patrick Higginson	Swimming/G.
Michael Cole Miller	Volleyball/B.
Michael Minier	Golf/B.
Brian Mulligan	Basketball/B.
Bianca Poncedeleon	ROP Dance
Kenneth Sayles	Track
Brian Schultz	Surfing
Leesa Shults-Amon	Pep Squad
Jason Sorrell	Soccer
Emily Tucker	Drama Performance
Andreas Waldukat	Aux Group

SAN CLEMENTE HIGH SCHOOL	
Teacher	Assignment
Brown, Rich	Ath Wrestling
Joshua Cain	Lacrosse/G.
Mark Calentino	Wrestling
Compean, Laura	Pep Squad
Michael Conlon	Dance
Stacey Finnerty	Soccer/G.
Jonathan Hamro	Basketball/G., Lacrosse/B., Softball, Water Polo/G.
Michael Hurlbut	Golf
Daniel Johnson	Track and Field/B.
Marquie, Jeannine	Drama, Music, Com, PE
Marc Popovich	Basketball/B.
David Proodian	Track and Field/G.
Antonio Soto	Marching Band/Auxiliary
John Stephens	Tennis/B.

TESORO HIGH SCHOOL	
Teacher	Assignment
Richard Brail	Baseball
Timothy DiLeo	Tennis/B.
Steve Garrett	Basketball
Michael Gibson	Swimming/B.
Ryan Pinon	Surfing
Richard Polk	Volleyball/B. & G.
Poston, Matt	Ath Football
Seale, David	Ath Football
Woodward, Richard	Team Sport 9

