

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

BOARD OF TRUSTEES  
Regular Meeting

**Teleconferencing of Meeting**  
**From**  
**33122 Valle Road**  
**San Juan Capistrano, CA 92675**  
**To**  
**1401 Pennsylvania Ave. NW**  
**Washington, DC 20004**

October 23, 2013

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. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** **EXHIBIT 3A**

Number of Cases – One  
Office of Administrative Hearings  
Case Number 2013080582  
(Pursuant to Government Code §54956)

**B. 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**

*SJHHS Principal Tom Ressler – City of San Juan Capistrano Educator of the Year  
Barbara Cummings and Debbie Carver – Capistrano Valley Assistance League*

### **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. RECOMMENDATION OF TENTATIVE AGREEMENT WITH TEAMSTERS, LOCAL 952 FOR JULY 1, 2013 – JUNE 30, 2014:**

The purpose of this agenda item is to seek approval of the Tentative Agreement between the District and Teamsters, Local 952. In addition to the Tentative Agreement, the Public Disclosure of Collective Bargaining Agreement is included in the exhibit. The total estimated fiscal impact of this agreement is an estimated savings to the District of approximately \$130,000 for the 2013 – 2014 fiscal year, which represents Teamsters' portion of targeted budget reductions.

***CUSD Strategic Plan Pillar 5: Effective Operations***

***Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services***

##### **Staff Recommendation**

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve the Tentative Agreement with Teamsters for July 1, 2013 – June 30, 2014.

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

DISCUSSION/  
ACTION

Page 1

**EXHIBIT 1**

##### **2. LOCAL CONTROL FUNDING FORMULA OVERVIEW:**

The Board will receive information about the Local Control Funding Formula (LCFF) and the required Local Control Accountability Plan (LCAP) that must be adopted by June 30, 2014. The LCFF is replacing the Revenue Limit Funding model and nearly all state categorical programs, with base funding equal for all school districts. It also includes additional targeted funding for supporting students who are English learners, and/or qualify for the Federal Free and Reduced Price Meal Program, and/or are foster youth. Integral to the LCFF is the LCAP as outlined in Education Code §§52060-52077. With the goal of balancing state oversight and local control, Education Code §§52060-52077 detail the process school districts must follow, using a State Board of Education template, to adopt a LCAP.

INFORMATION/  
DISCUSSION

Page 5

**EXHIBIT 2**

The PowerPoint presentation will be posted online on the District Board Agendas and Supporting Documentation page on Friday, October 18, 2013.

***CUSD Strategic Plan Pillar 5: Effective Operations***

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

**Staff Recommendation**

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services, to present information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

**3. DIVISION OF STATE ARCHITECT UPDATE:**

Update of the Division of State Architect construction projects. There will be a fee to reopen any closed applications, architectural fees for redrawing plans for DSA approval, and if needed, construction costs for any work not yet completed.

***CUSD Strategic Plan Pillar 2: Safe and Healthy Schools***

***Contact: Clark Hampton, Deputy Superintendent, Business & Support Services***

**Staff Recommendation:**

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services, to present this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

INFORMATION/  
DISCUSSION  
Page 9  
**EXHIBIT 3**

**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**

**4. SCHOOL BOARD MINUTES:**

Approval of the minutes of the October 9, 2013, regular Board meeting.

***Contact: Jane Boos, Manager, Board Office Operations***

Page 25  
**EXHIBIT 4**

**CURRICULUM & INSTRUCTION**

**5. GRAY WHALE FOUNDATION PARTNERSHIP MEMORANDUM OF UNDERSTANDING:**

Approval of the Gray Whale Foundation (GWF) Partnership Memorandum of Understanding (MOU). This item presents a MOU between the GWF and the District. The District and GWF collaboratively developed a comprehensive Common Core, project-based Science, Technology, Engineering and Math (STEM) unit focusing on gray whales, to be voluntarily implemented in fourth and fifth grade classrooms. This MOU addresses the funding of assemblies and field trips to support the Gray Whale STEM unit.

***CUSD Strategic Plan Pillar 1: Community Relations***

***CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment***

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

Page 31  
**EXHIBIT 5**

## **BUSINESS & SUPPORT SERVICES**

### **6. PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:**

Page 33  
**EXHIBIT 6**

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 \$3,449,969.76 and the commercial warrants total \$5,948,019.05. 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*

### **7. DONATION OF FUNDS AND EQUIPMENT:**

Page 59  
**EXHIBIT 7**

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$128,335.63 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*

### **8. INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE, AND MASTER CONTRACT AGREEMENTS:**

Page 61  
**EXHIBIT 8**

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 two new agreements totaling \$14,000, eight new agreement ratifications totaling \$178,941.43, one amendment to an existing agreement totaling \$50,000, and one amendment ratification to an existing agreement with no financial impact.

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 & 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*

### **9. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION:**

Approval of special education Informal Dispute Resolution Agreement Case #081213. 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*

### **10. SPECIAL EDUCATION SETTLEMENT AGREEMENTS:**

Approval of the ratification of special education Settlement Agreement Case #2013080961 and Informal Dispute Resolution Agreement Cases #066513, #091513, and #091713. Due to the confidential nature of the agreements, 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*

11. **PERSONNEL REIMBURSEMENT AGREEMENT WITH LAGUNA BEACH UNIFIED SCHOOL DISTRICT:** Page 109  
**EXHIBIT 11**  
Approval of a Personnel Reimbursement Agreement with Laguna Beach Unified School District (LBUSD) to provide five days of instruction by a qualified Orientation and Mobility Specialist to LBUSD during the 2013-2014 regular school year. District staff has provided these services to LBUSD from the time both districts were part of the South Orange County Special Education Local Plan Area. LBUSD will pay the employee salary and benefit costs for the days of instruction.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations*
12. **PERSONNEL REIMBURSEMENT AGREEMENT WITH SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT:** Page 113  
**EXHIBIT 12**  
Approval of a Personnel Reimbursement Agreement with Saddleback Valley Unified School District (SVUSD) to provide 40 days of instruction by a qualified Orientation and Mobility Specialist to SVUSD during the 2013-2014 regular school year. District staff has provided these services to SVUSD from the time both districts were part of the South Orange County Special Education Local Plan Area. SVUSD will pay the employee salary and benefit costs for the days of instruction.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations*
13. **CHROME OS FOR ENTERPRISE LICENSE AGREEMENT – GOOGLE, INCORPORATED:** Page 117  
**EXHIBIT 13**  
Approval of the Chrome OS for Enterprise License Agreement with Google, Incorporated to prepare for the potential of adopting the Google Chromebook laptop, as well as to support the OC Register Chromebook Initiative. The District is examining the educational value of the laptop and the need to develop a District Google domain. In order to register a Google domain and effectively test the laptops, the District must execute the license agreement. The domain will allow Technology and Information Services the ability to create student and staff accounts, as well as the ability to manage some of the security and setup of the system. E-mail would not be activated for students at this time. The Board will be updated regularly regarding the use of this program. There is no financial implication related to this agreement.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
14. **CONTRACT FOR AUDITING – VAVRINEK, TRINE, DAY & CO., LLP:** Page 133  
**EXHIBIT 14**  
Ratification of the Contract for Auditing with Vavrinek, Trine, Day & Co., LLP to provide annual audit services for fiscal years ending June 30, 2014; June 30, 2015; and June 30, 2016. State law requires each school district in California to have an annual audit conducted by a state-certified independent auditor. The audit is conducted according to generally accepted auditing standards, and specific guidelines and procedures set by the State Controller's Office. The term of this agreement is for three years from July 1, 2013, to June 30, 2016. The maximum annual fee for auditing services under this contract shall not exceed \$80,000, funded by the general fund.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*

**15. ORDER FORM, NAVIANCE SOFTWARE, AND PROFESSIONAL SERVICES – HOBSONS:**

Page 145  
**EXHIBIT 15**

Ratification of the Order Form to purchase Naviance Software and professional services from Hobsons, as outlined in proposal dated September 20, 2013. The software system will save site staff time and money, while better supporting students in seeking options for college and career. This program will provide students support in developing college and career plans, including exploring areas of interest and scholarship opportunities; streamlining the college application process for students and families; enhancing workflow and productivity for school academic advisors, teachers, and administrators; and managing the collection, transmission, and analysis of data for students and high schools. The term of this agreement is five years. The total contract amount is \$269,950, plus travel expenses associated with onsite professional development and consulting services, with the annual payments outlined on the Order Form. The approximate rate per student is \$2.92, funded by the general fund.

*CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment*

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

**16. LICENSING AGREEMENT – DOCUMENT TRACKING SERVICES:**

Page 165  
**EXHIBIT 16**

Ratification of the Licensing Agreement with Document Tracking Services to provide a web-based application to complete Single Plan for Student Achievement School Accountability Report Card reports and document translation services. The term of this agreement is for one year, not-to-exceed \$13,740, funded by School Library Improvement Block Grant funds.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

**17. REJECTION OF BID NO. 1314-09, CO-CURRICULAR BUS SERVICE:**

Rejection of all bids submitted for co-curricular bus service. During the bid process, the District implemented a new e-mail filter solution during which time legitimate messages were inadvertently blocked and placed in a spam archive. Access to legitimate bid messages were retrieved after the advertised Requests for Information deadline. Co-curricular bus service will be re-bid. Per the Public Contract Code §20111, districts may reject all bids for any reason and at any time before the bid has been awarded. The Board has the discretion and ability to award the contract or reject all bids.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

**18. VAL VERDE UNIFIED SCHOOL DISTRICT BID NO. 12/13-001 FOR JUST-N-TIME CLASSROOM AND OFFICE SUPPLY SYSTEM – SOUTHWEST SCHOOL AND OFFICE SUPPLIES:**

Approval to utilize the Val Verde Unified School District Bid No. 12/13-001 for the purchase of classroom and office supplies from Southwest School and Office Supplies, under the same terms and conditions of the public agency's contract. This contract provides competitive set pricing for classroom and office supplies, as needed, throughout the District. Anticipated annual expenditures utilizing this contract are approximately \$400,000, funded by the various departments and schools requesting products. School boards have the authority to "piggyback" on another public agency's bid, per Public Contract Code §20118, when it is in the best interest of a district. It is often advantageous to utilize piggyback bids when contract items are identical to the District's specifications. Using piggyback contracts saves time and often provides lower prices than a single jurisdiction would be able to obtain.

Due to the size of the contract and award, the documentation will be posted online on the District Board Agendas and Supporting Documentation page.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

## **PERSONNEL SERVICES**

### **19. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:**

Page 169  
**EXHIBIT 19**

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*

### **20. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:**

Page 177  
**EXHIBIT 20**

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*

### **21. FIRST QUARTER SITE REVIEW REPORT REQUIRED BY THE WILLIAMS SETTLEMENT LEGISLATION, 2013-2014 SCHOOL YEAR:**

Page 183  
**EXHIBIT 21**

Acceptance of Williams Settlement First Quarter Site Review Report. As a result of the Williams Settlement, Education Code §35186 mandates school districts establish policies and procedures to resolve deficiencies related to textbooks and instructional materials, teacher vacancies or misassignments, facility conditions posing a threat to student/staff health or safety, and instruction and services for the California High School Exit Examination. The law requires that any deficiencies or complaints be reported to the Board of Trustees at a regularly scheduled public meeting each quarter. There are no deficiencies or complaints to report for the first quarter.

*CUSD Strategic Plan Pillar 5: Effective Operations*

*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services*

### **22. AUTHORIZATION OF COACHES TO PROVIDE FIRST SEMESTER PHYSICAL EDUCATION CREDIT:**

Page 185  
**EXHIBIT 22**

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, are current with CPR, First Aid Certification, Concussion Training, and approved by the Board of Trustees. It has been determined that 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 Certification and Concussion Training. 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 \_\_\_\_\_

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, NOVEMBER 6, 2013, 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](http://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.*

**TENTATIVE AGREEMENT**  
**Between**  
**TEAMSTERS LOCAL 952**  
**and**  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**July 1, 2013 - June 30, 2014**

**The parties agree to the following restoration from the 2012-2013 contract school year:**

The 1% salary reduction will be restored retroactive to July 1, 2013

The Salary Freeze will be removed and wages will be restored from July 1, 2013

The five Furlough Days will also be removed and restored as paid days from July 1, 2013.

**The negotiated changes for the contract school year 2013-2014 will be as follows:**

All Transportation employees shall be required to take six (6) Furlough days within the 2013-2014 school year.

Driver Furlough days are listed below.

October 4, 2013, November 1, 2013, January 6, 2014, April 21, 2014, Continue Suspension of Floating Holiday (Article) 10.1 and one non-statutory holiday ( November 29, 2013; December 24, 1013; or April 7, 2014).

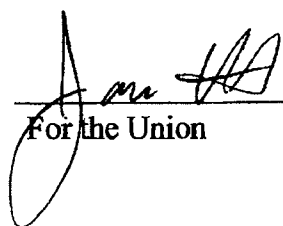
Furlough days for drivers with County schools or Drivers that work on any the above dates will be required to take another day to count towards the total six (6) required furlough days.

Total number of employees requesting Floating furlough days will not exceed two on any one day, this will not include vacation requests on the same date.. Selection of days will be in seniority order within the classification.

12 month employees in Vehicle Maintenance, State Certified Trainer and Dispatch positions shall be handled from a equal deduction from the monthly wages, and days selected by Seniority within there classification. Total selection to equal six (6) days

This agreement is made and entered into on October 1, 2013 for the contract term July 1, 2013 to June 30, 2014 between the Capistrano Unified School District (CUSD) and Teamsters Local 952. It is further agreed that 2014-2015 negotiations will commence immediately thereafter.

 10-10-13  
For the District

 10.10.13  
For the Union

**Orange County Department of Education  
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

**School District - Bargaining Unit:** Capistrano Unified School District - Teamsters Local 952

**Certificated, Classified, Other:** Classified

The proposed agreement covers the period beginning: July 1, 2013 and ending: June 30, 2014  
(date) (date)

The Governing Board will act upon this agreement on: October 23, 2013  
(date)

**A. Proposed Change in Compensation**

Compensation	Annual Cost Prior to Proposed Agreement  FY 2013-14	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) 2013-14 FY	Year 2 Increase/(Decrease) FY	Year 3 Increase/(Decrease) FY
1 <b>Salary Schedule</b> Decrease: 5 furlough days  Includes restoration per agreement	\$ 4,792,338 above amt. includes other compensation	\$ 30,300	\$ -	\$ -
		0.63%	0.00%	0.00%
2 <b>Step and Column</b> Increase (Decrease) Due to movement plus any changes due to settlement	\$ 98,000		\$ -	\$ -
		0.00%	0.00%	0.00%
3 <b>Other Compensation -</b> Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)  <b>Description of other compensation:</b>	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
4 <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.</b>	\$ 956,224	\$ 5,700	\$ -	\$ -
		0.60%	0.00%	0.00%
5 <b>Health/Welfare Plans</b>	\$ 1,227,222	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
6 <b>Total Compensation -</b> Increase (Decrease) (Total Lines 1-5)		\$ 36,000	\$ -	\$ -
7 <b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	101.00	0	0	0
8 <b>Total Compensation Average Cost per Employee</b>	\$ -	\$ -	\$ -	\$ -

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

There is no increase. For 2013-2014, members will have five (5) furlough days. The permanent reduction of 1.0% of the salary schedule was eliminated per the negotiated agreement from 2010. Members will not get the additional floating holiday for the 13-14 fiscal year.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

11. Please include comments and explanations as necessary.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

The plans are capped at the 2010 calendar year rates. The capped amounts vary depending on which plan and whether the employee has dependents.

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

- D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

None.

- E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?** "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

This agreement will reduce deficit spending as negotiated agreement includes furlough days.

- F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

None

- G. Source of Funding for Proposed Agreement**

1. Current Year

The receipt of new LCFF revenues triggered the restoration clause from the 2010 agreement.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

The added furlough days will be for one year only and will require reopening negotiations for the following year.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Unrestricted General Fund

Enter Bargaining Unit: **Teamsters Local 952**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 9/11/13 )	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 252,191,904	\$ -		\$ 252,191,904
Remaining Revenues (8100-8799)	\$ 46,245,877	\$ -		\$ 46,245,877
<b>TOTAL REVENUES</b>	\$ 298,437,781	\$ -	\$ -	\$ 298,437,781
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 153,444,285	\$ -		\$ 153,444,285
Classified Salaries (2000-2999)	\$ 25,428,732	\$ 30,300		\$ 25,459,032
Employee Benefits (3000-3999)	\$ 54,621,323	\$ 5,700		\$ 54,627,023
Books and Supplies (4000-4999)	\$ 5,730,202	\$ -		\$ 5,730,202
Services, Other Operating Expenses (5000-5999)	\$ 17,266,630	\$ -		\$ 17,266,630
Capital Outlay (6000-6599)	\$ 260,000	\$ -		\$ 260,000
Other Outgo (7100-7299) (7400-7499)	\$ 3,797,559	\$ -		\$ 3,797,559
Direct Support/Indirect Cost (7300-7399)	\$ (4,794,776)	\$ -		\$ (4,794,776)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 255,753,955	\$ 36,000	\$ -	\$ 255,789,955
OPERATING SURPLUS (DEFICIT)	\$ 42,683,826	\$ (36,000)	\$ -	\$ 42,647,826
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 2,111,057	\$ -	\$ -	\$ 2,111,057
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ (50,296,653)	\$ -		\$ (50,296,653)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (5,501,770)	\$ <sup>*</sup> (36,000)	\$ -	\$ (5,537,770)
<b>BEGINNING BALANCE</b>	\$ 15,317,343			\$ 15,317,343
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 9,815,573	\$ -	\$ -	\$ 9,779,573
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable Reserves (9711-9719)	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 150,000	\$ -	\$ -	\$ 150,000
Reserve for Economic Uncertainties (9789)	\$ 7,296,000	\$ -		\$ 7,296,000
Unassigned/Unappropriated (9790)	\$ 2,044,573	\$ -	\$ -	\$ 2,008,573

\* Please see question on page 7.

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Restricted General Fund

Enter Bargaining Unit: **Teamsters Local 952**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 9/11/13 )	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 5,243,532	\$ -		\$ 5,243,532
Remaining Revenues (8100-8799)	\$ 64,658,015	\$ -		\$ 64,658,015
<b>TOTAL REVENUES</b>	\$ 69,901,547	\$ -	\$ -	\$ 69,901,547
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 36,343,173	\$ -		\$ 36,343,173
Classified Salaries (2000-2999)	\$ 29,439,699	\$ -		\$ 29,439,699
Employee Benefits (3000-3999)	\$ 19,998,252	\$ -		\$ 19,998,252
Books and Supplies (4000-4999)	\$ 7,839,221	\$ -		\$ 7,839,221
Services, Other Operating Expenses (5000-5999)	\$ 14,220,046	\$ -		\$ 14,220,046
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 6,391,846	\$ -	\$ -	\$ 6,391,846
Direct Support/Indirect Cost (7300-7399)	\$ 4,187,244	\$ -		\$ 4,187,244
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 118,419,481	\$ -	\$ -	\$ 118,419,481
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (48,517,934)	\$ -	\$ -	\$ (48,517,934)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ -	\$ -	\$ -	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -	\$ -
<b>CONTRIBUTIONS (8980-8999)</b>	\$ 50,296,653	\$ -		\$ 50,296,653
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ 1,778,719	\$ *	\$ -	\$ 1,778,719
<b>BEGINNING BALANCE</b>	\$ 6,076,172			\$ 6,076,172
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 7,854,891	\$ -	\$ -	\$ 7,854,891
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 7,854,891	\$ -	\$ -	\$ 7,854,891
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

\* Please see question on page 7.



## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Combined General Fund

Enter Bargaining Unit: **Teamsters Local 952**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 9/11/13)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 257,435,436	\$ -	\$ -	\$ 257,435,436
Remaining Revenues (8100-8799)	\$ 110,903,892	\$ -	\$ -	\$ 110,903,892
<b>TOTAL REVENUES</b>	\$ 368,339,328	\$ -	\$ -	\$ 368,339,328
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 189,787,458	\$ -	\$ -	\$ 189,787,458
Classified Salaries (2000-2999)	\$ 54,868,431	\$ 30,300	\$ -	\$ 54,898,731
Employee Benefits (3000-3999)	\$ 74,619,575	\$ 5,700	\$ -	\$ 74,625,275
Books and Supplies (4000-4999)	\$ 13,569,423	\$ -	\$ -	\$ 13,569,423
Services, Other Operating Expenses (5000-5999)	\$ 31,486,676	\$ -	\$ -	\$ 31,486,676
Capital Outlay (6000-6599)	\$ 260,000	\$ -	\$ -	\$ 260,000
Other Outgo (7100-7299) (7400-7499)	\$ 10,189,405	\$ -	\$ -	\$ 10,189,405
Direct Support/Indirect Cost (7300-7399)	\$ (607,532)	\$ -	\$ -	\$ (607,532)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 374,173,436	\$ 36,000	\$ -	\$ 374,209,436
OPERATING SURPLUS (DEFICIT)	\$ (5,834,108)	\$ (36,000)	\$ -	\$ (5,870,108)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 2,111,057	\$ -	\$ -	\$ 2,111,057
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (3,723,051)	\$ (36,000)	\$ -	\$ (3,759,051)
<b>BEGINNING BALANCE</b>	\$ 21,393,515			\$ 21,393,515
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 17,670,464	\$ -	\$ -	\$ 17,634,464
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable Reserves (9711-9719)	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted Reserves (9740)	\$ 7,854,891	\$ -	\$ -	\$ 7,854,891
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 150,000	\$ -	\$ -	\$ 150,000
Reserve for Economic Uncertainties (9789)	\$ 7,296,000	\$ -	\$ -	\$ 7,296,000
Unassigned/Unappropriated (9790)	\$ 2,044,573	\$ -	\$ -	\$ 2,008,573

\* Please see question on page 7.

## I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

### Combined General Fund

Enter Bargaining Unit:

Teamsters Local 952

	2013-14	2014-15	2015-16
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	\$ 257,435,436	\$ 257,435,436	\$ 257,435,436
Remaining Revenues (8100-8799)	\$ 110,903,892	\$ 106,559,677	\$ 113,365,687
<b>TOTAL REVENUES</b>	\$ 368,339,328	\$ 363,995,113	\$ 370,801,123
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 189,787,458	\$ 199,271,969	\$ 202,261,049
Classified Salaries (2000-2999)	\$ 54,898,731	\$ 58,574,530	\$ 59,746,021
Employee Benefits (3000-3999)	\$ 74,625,275	\$ 76,999,186	\$ 77,993,061
Books and Supplies (4000-4999)	\$ 13,569,423	\$ 18,038,673	\$ 10,922,226
Services, Other Operating Expenses (5000-5999)	\$ 31,486,676	\$ 29,755,521	\$ 29,821,672
Capital Outlay (6000-6999)	\$ 260,000	\$ 260,000	\$ 260,000
Other Outgo (7100-7299) (7400-7499)	\$ 10,189,405	\$ 10,061,313	\$ 9,761,313
Direct Support/Indirect Cost (7300-7399)	\$ (607,532)	\$ (607,532)	\$ (607,532)
Other Adjustments		\$ (16,500,000)	\$ (17,200,000)
<b>TOTAL EXPENDITURES</b>	\$ 374,209,436	\$ 375,853,660	\$ 372,957,810
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (5,870,108)	\$ (11,858,547)	\$ (2,156,687)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 2,111,057	\$ 2,111,057	\$ 2,111,057
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (3,759,051)	\$ (9,747,490)	\$ (45,630)
<b>BEGINNING BALANCE</b>	\$ 21,393,515	\$ 17,634,464	\$ 7,886,974
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 17,634,464	\$ 7,886,974	\$ 7,841,344
<b>COMPONENTS OF ENDING BALANCE:</b>			
Nonspendable Reserves (9711-9719)	\$ 325,000	\$ 325,000	\$ 325,000
Restricted Reserves (9740)	\$ 7,854,891	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 150,000	\$ -	
Reserve for Economic Uncertainties (9789)	\$ 7,296,000	\$ 7,296,000	\$ 7,296,000
Unassigned/Unappropriated (9790)	\$ 2,008,573	\$ 265,974	\$ 220,344

**J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

## 1. State Reserve Standard

		2013-14	2014-15	2015-16
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 374,209,436	\$ 375,853,660	\$ 372,957,810
b.	State Standard Minimum Reserve Percentage for this District is 2%	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 7,484,189	\$ 7,517,073	\$ 7,459,156

## 2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 7,296,000	\$ 7,296,000	\$ 7,296,000
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 2,008,573	\$ 265,974	\$ 220,344
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 9,304,573	\$ 7,561,974	\$ 7,516,344
h.	Reserve for Economic Uncertainties Percentage	2.49%	2.01%	2.02%

## 3. Do unrestricted reserves meet the state minimum reserve amount?

2013-14

Yes

☒

No

☐

2014-15

Yes

☒

No

☐

2015-16

Yes

☒

No

☐

## 4. If no, how do you plan to restore your reserves?

6. Please include any additional comments and explanations of Page 4 as necessary:

**K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT**

The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Capistrano Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the California School Employees Association, Chapter 224 Bargaining Unit, during the term of the agreement from July 01, 2013 to June 30, 2014 .

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

<b>Budget Adjustment Categories:</b>	<b>Budget Adjustment Increase (Decrease)</b>
Revenues/Other Financing Sources	
Expenditures/Other Financing Uses	-
Ending Balance Increase (Decrease)	-

(No budget revisions necessary - included in revised budget )

<hr/> <b>District Superintendent</b> <b>(Signature)</b>	<hr/> 23-Oct-13 <b>Date</b>
<hr/> <b>Chief Business Officer</b> <b>(Signature)</b>	<hr/> 23-Oct-13 <b>Date</b>

**L. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
**District Superintendent (or Designee)**  
**(Signature)**

\_\_\_\_\_  
23-Oct-13

**Date**

\_\_\_\_\_  
**President or Clerk of Governing Board**  
**(Signature)**

\_\_\_\_\_  
23-Oct-13

**Date**

\_\_\_\_\_  
Philippa Geiger, Executive Director, Fiscal Services

**Contact Person**

\_\_\_\_\_  
949- 234-9316

**Phone**

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

October 23, 2013

**LOCAL CONTROL FUNDING FORMULA OVERVIEW**

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**BACKGROUND INFORMATION**

Along with the passage of the 2013-2014 California State Budget, the state revised the funding mechanism for school districts. Rather than the previous Revenue Limit model that has been in effect for the last 40 years, the new funding mechanism is now known as the Local Control Funding Formula (LCFF). The LCFF is nearly replacing all state categorical programs with base funding equal for all school districts. It includes additional targeted funding for supporting students who are English learners, and/or qualify for the Federal Free and Reduced Price Meal Program, and/or are foster youth. The targeted funding is referred to as “supplemental grants” for each student who qualifies for funding and “concentration grants” for each student who qualifies for funding in districts with over 55 percent eligible students. The District does not meet the requirements for the concentration grant funding, as the 2012-2013 unduplicated count of eligible students in the District was approximately 25.7 percent.

**CURRENT CONSIDERATIONS**

Integral to the new funding formula is the Local Control Accountability Plan (LCAP) as outlined in Education Code §§52060-52077. With the goal of balancing state oversight and local control, Education Code §§52060-52077 detail the process school districts must follow, using a State Board of Education template, to adopt a LCAP. The Board of Trustees must adopt a LCAP along with a corresponding budget by June 30, 2014.

The LCAP is a goals-oriented budget similar to what the Board of Trustees proposed when it formed the budget committee last fiscal year. Districts are also required to analyze funding sources and programs to support the following priorities:

- Williams Compliance---This includes teacher credentials and assignments, sufficient instructional materials, and the condition of school facilities.
- Academic Content and Performance Standards---This includes programs and services to access the Common Core standards, English language development programs, and services for English learners to access the Common Core standards.
- Parental Involvement---This includes efforts to seek parent input for decisions and parent participation in programs.
- Pupil Achievement---This includes assessment data, college readiness data, and language proficiency.
- Pupil Engagement---This includes attendance rates, chronic absenteeism, dropout information, and high school graduation rates.

- School Climate---This includes pupil suspensions, expulsion rates, safety, and school connectedness.
- Broad Course of Study---This includes access to enrollment in a broad course of study that includes English language arts, mathematics, social science, visual/performing arts, health, physical education, and career/technical education programs and services for English learners, special education students, foster youth, and individuals with exceptional needs.
- Pupil Outcomes---This includes outcomes for English language arts, mathematics, social science, visual/performing arts, health, physical education, and career/technical education.

School districts must take the following steps to develop a Local Control Accountability Plan:

1. Consult with teachers, principals, school personnel, pupils, and local bargaining units.
2. Present for review and comment to parent advisory groups and English learner advisory committees followed up with a written response to comments from the Superintendent.
3. Provide for a public comment opportunity using a Notice of Public Hearing, followed up with a written response to comments from the Superintendent.
4. Submit to the Board for adoption by June 30, 2014.

Each step in the above process should include the following stakeholder involvement or communication processes depending upon their required level of engagement for enhancing the plan's development and clearly communicating its intent:

- Inform---To provide balanced, objective, accurate and consistent information to assist stakeholders to understand the problem, alternatives, opportunities and/or solutions.
- Consult---To obtain feedback from stakeholders on analysis, alternatives and/or outcomes.
- Involve---To work directly with stakeholders throughout the process to ensure their concerns and needs are consistently understood and considered.
- Collaborate---To partner with stakeholders, including the development of alternatives, making decisions and the identification of preferred solutions.

The 2013-2014 fiscal year is the first transition year towards full implementation of the LCFF, which is expected in 2020-2021, but it can be fully implemented either earlier or later by the state. Districts will develop and adopt their LCAP for implementation in 2014-2015. The primary goal for districts will be to show how they use new dollars for districtwide purposes, and how districts will demonstrate additional support for students who generate supplemental funding. Supplemental funds are not referred to as "restricted," but rather "targeted" funds, allowing districts more flexibility in their use. This is a significant change from the old Revenue Limit funding model and its many categorical or "restricted" programs.



Under LCFF, districts will be evaluated more on student achievement outcomes rather than just tracking where the money is being spent from a particular categorical fund. In addition, meeting the new requirements will look different for each district depending upon the percentage of supplemental and/or concentration funding eligible students. In 2012-2013, the unduplicated count of eligible students in the District was approximately 25.7 percent; therefore, the District does not qualify for Concentration Grant funding.

#### **FINANCIAL IMPLICATIONS**

There are no financial implications for this agenda item.

#### **STAFF RECOMMENDATION**

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services, to present information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.



**"Empowering  
Students for  
Success"**

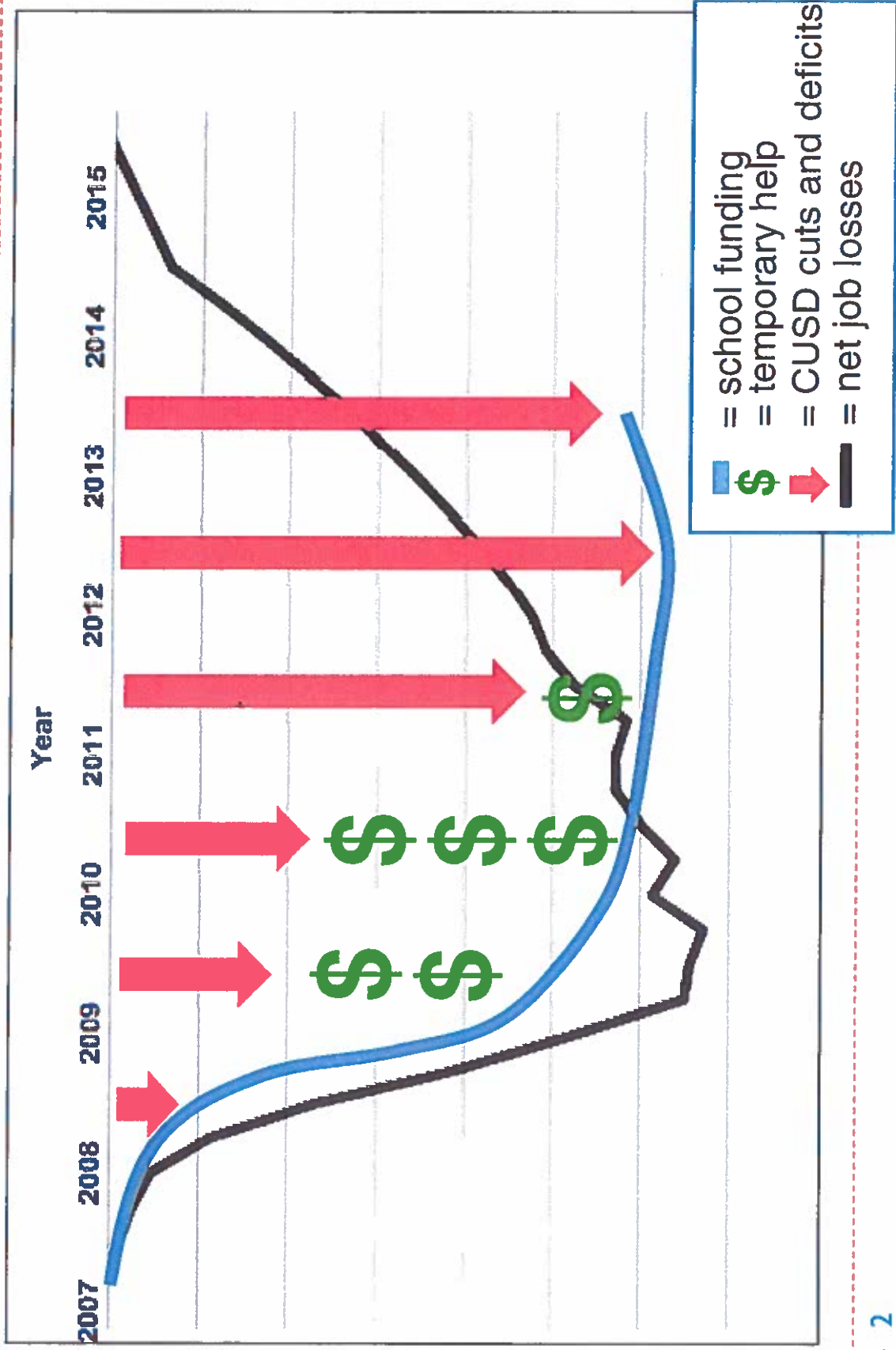


# Local Control Funding Formula and Local Control Accountability Plan

Impacts and Requirements of the LCFF and LCAP on  
Capistrano Unified School District

October 23, 2013

# Schools and Economy in Recovery Mode



# Local Control Funding Formula

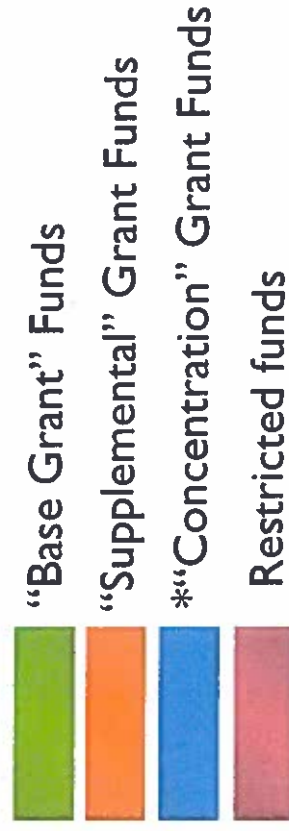
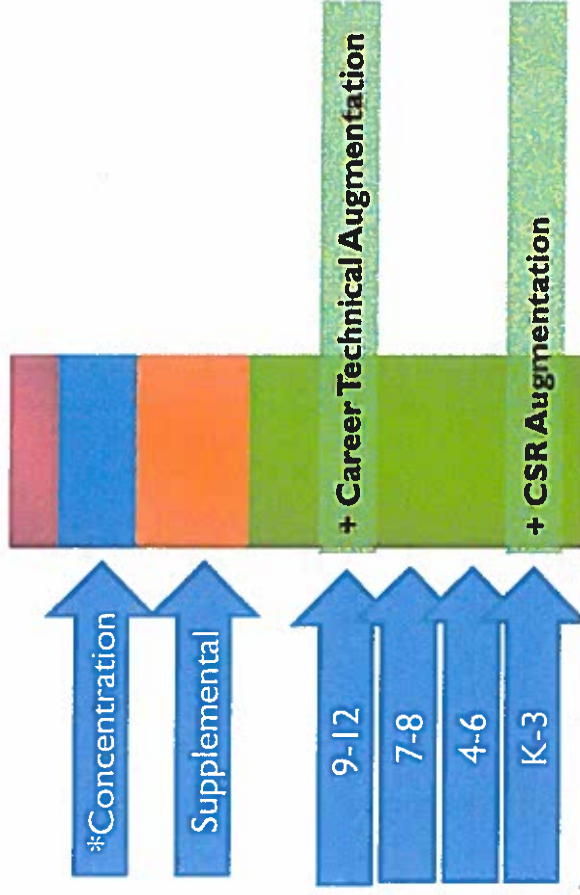
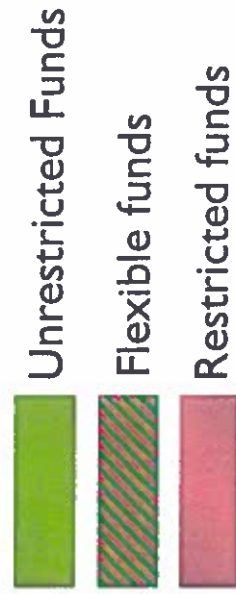
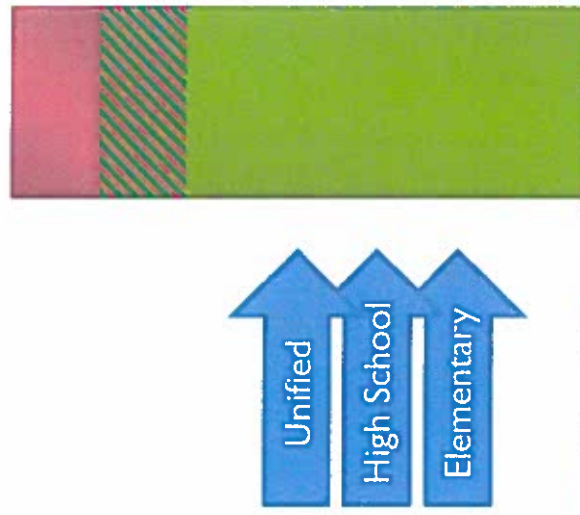
How Schools are Funded



# Funding Formula Change

## Old Revenue Limit Model

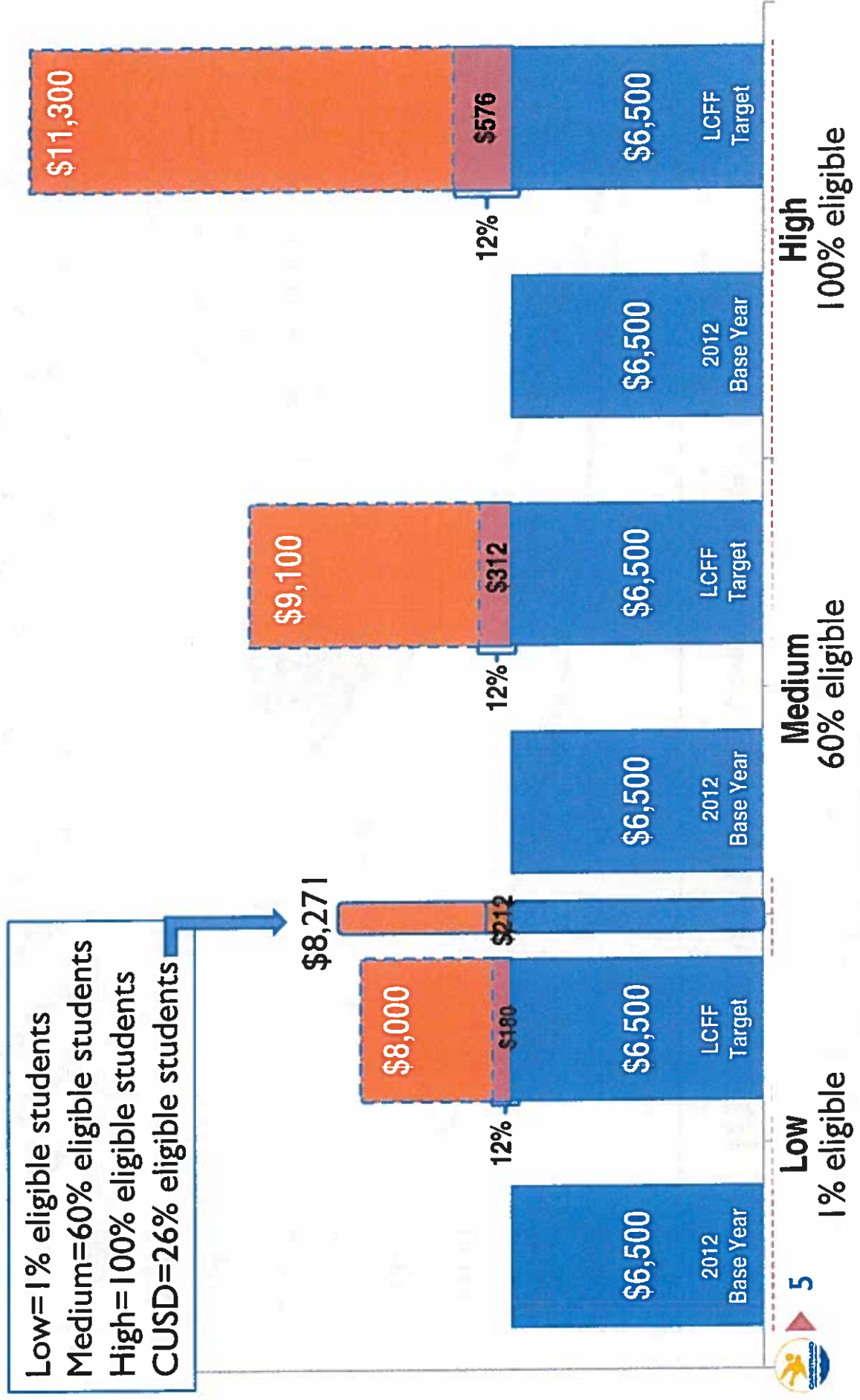
## Local Control Funding Formula



\*CUSD is not eligible for Concentration Grant funding

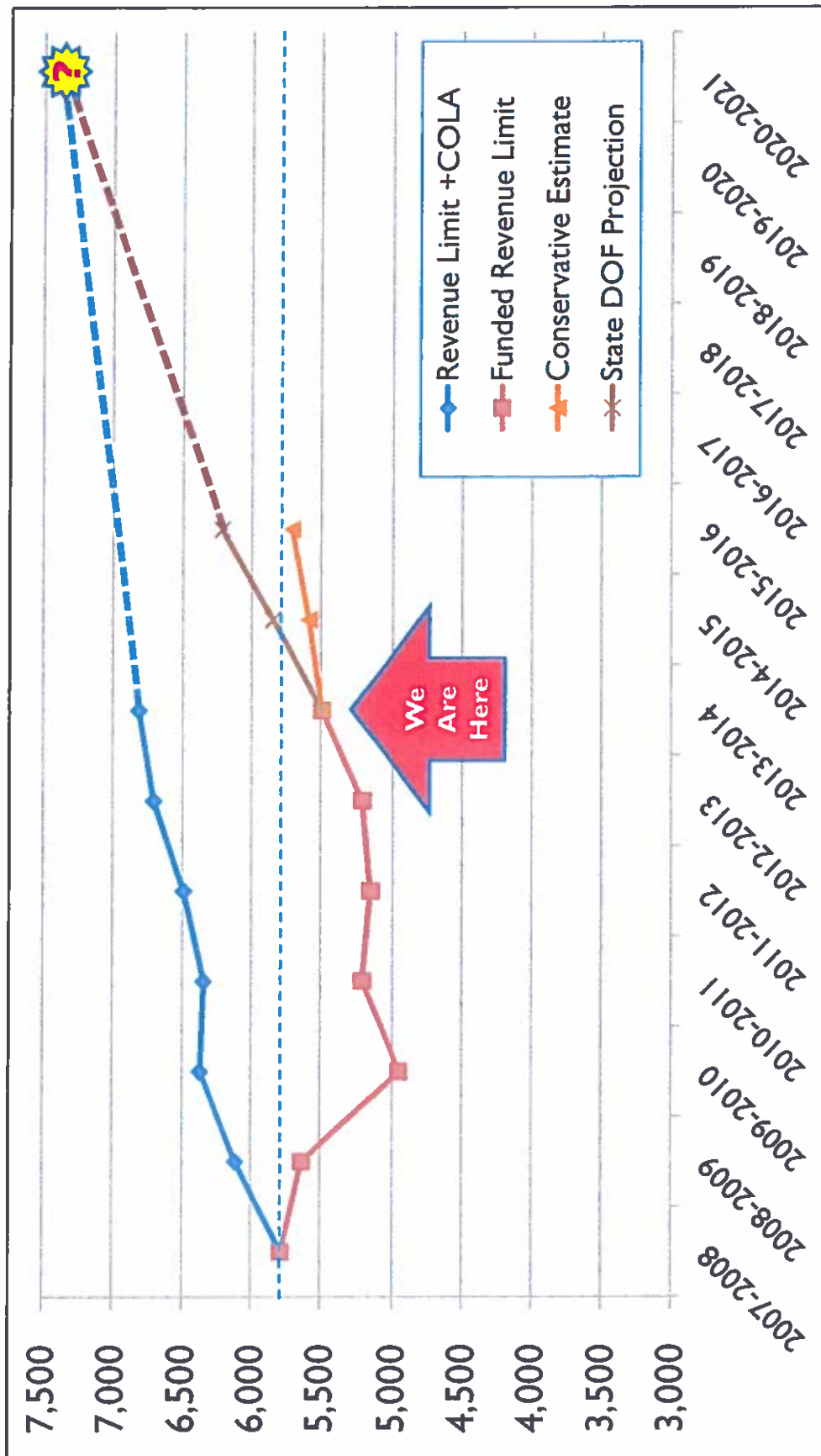
# 2013-14 Growth Toward Target

by District's percent of students eligible for supplemental funding





# LCFF Implementation (Amount per ADA)\*

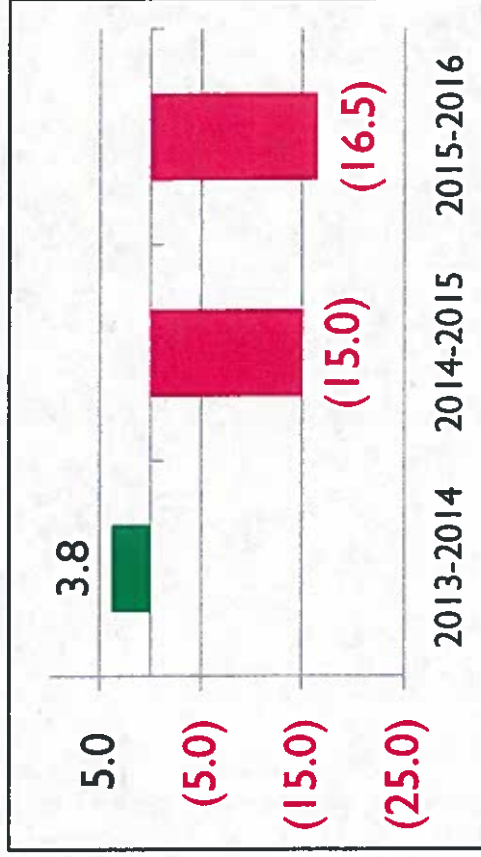


\*Amount per ADA does not include estimated "categorical" funds to allow for comparison between prior year revenue limit funding and new LCFF funding



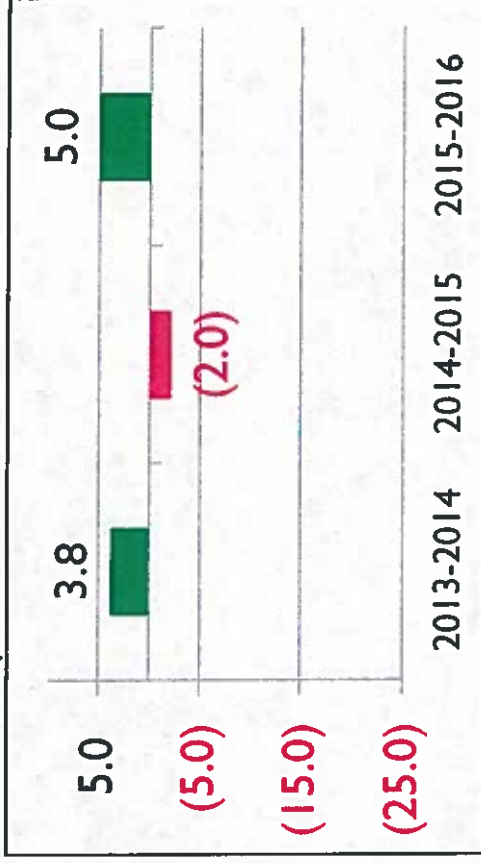
# District Multi-Year Projection

Conservative Estimate<sup>[1]</sup>



[1] Reflects the orange line in the prior slide

State Department of Finance Estimate<sup>[2]</sup>



[2] Reflects dark red line in prior slide

- State Budget priorities can change from year to year with no guarantee that LCFF growth will be provided or that the LCFF will be fully funded
- The statutory protection of annual COLAs is eliminated
- This increases uncertainty for school districts
- Most districts will need to be more reliant on larger reserve balances to absorb future economic downturns and increased funding volatility
- The estimates above will be updated at the 1<sup>st</sup> Interim report in December



# Local Control Accountability Plan

How Districts Plan and Align Expenditures



# State Priorities

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- ▶ An emphasis will be placed on student achievement outcomes as a result of “targeted” funding outlined in the District’s Local Control Accountability Plan (LCAP)
- ▶ As outlined in Education Code Sections 52060-52077 the state priorities for the LCAP are:
  - ▶ Credentials/Materials
  - ▶ Pupil Outcomes
  - ▶ Parental Involvement
  - ▶ Pupil Achievement
  - ▶ Pupil Engagement
  - ▶ School Climate
  - ▶ Standards Adoption
  - ▶ Course of Study



# Spending Control in the LCFF

Balance Between Local Control  
and State Control

**District**

**State**



- ▶ Discretion regarding content of the LCAP
- ▶ Relaxed proportionality rules
- ▶ Ability to use concentration and supplemental grant funds for school and districtwide purposes subject to the SBE regulations
- ▶ State priorities are specific, but broad in scope
- ▶ SBE tasked with making changes to Academic Performance Index (API) based on the LCFF and adopting spending regulations and LCAP template
- ▶ Superintendent of Public Instruction (SPI) continues to have academic oversight responsibilities



# The LCFF Accountability System

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- ▶ The accountability system enacted as part of the LCFF attempts to balance local and state control
  - ▶ Relaxed proportionality rules will allow districts to use concentration and supplemental grant funds for schoolwide and districtwide purposes subject to the State Board of Education (SBE) regulations
  - ▶ The priorities of the state, which form the basis for the annual goals of the LCAP, are broad in scope and are both qualitative and quantitative in nature
    - ▶ With the goal of providing an improved accountability system
  - ▶ The extent to which districts will have flexibility over expenditure of supplemental and concentration grant funds is still uncertain



## What Do Districts Need To Do Now?

- ▶ On or before July 1, 2014, and every three years thereafter, LEAs must adopt the LCAP using the template adopted by the SBE
- ▶ The LCAP must include a description of the following:
  - ▶ **Annual Goals**
    - ▶ Based on state priorities for all students and “numerically significant subgroups”
      - Numerically significant: defined as 30 students with valid test scores at the school or school district\*



# What Do Districts Need To Do Now?

- ▶ **Specific actions**
  - ▶ What steps the district will take to accomplish the annual goals
  - ▶ Districtwide actions and actions by school sites
- ▶ **Description of expenditures**
  - ▶ For each fiscal year of the plan, list and describe expenditures implementing specific actions included in the LCAP
  - ▶ List and describe expenditures serving “unduplicated” students and students redesignated as fluent English proficient





# LCFF/LCAP Requirements and Dates – for 2014-2015

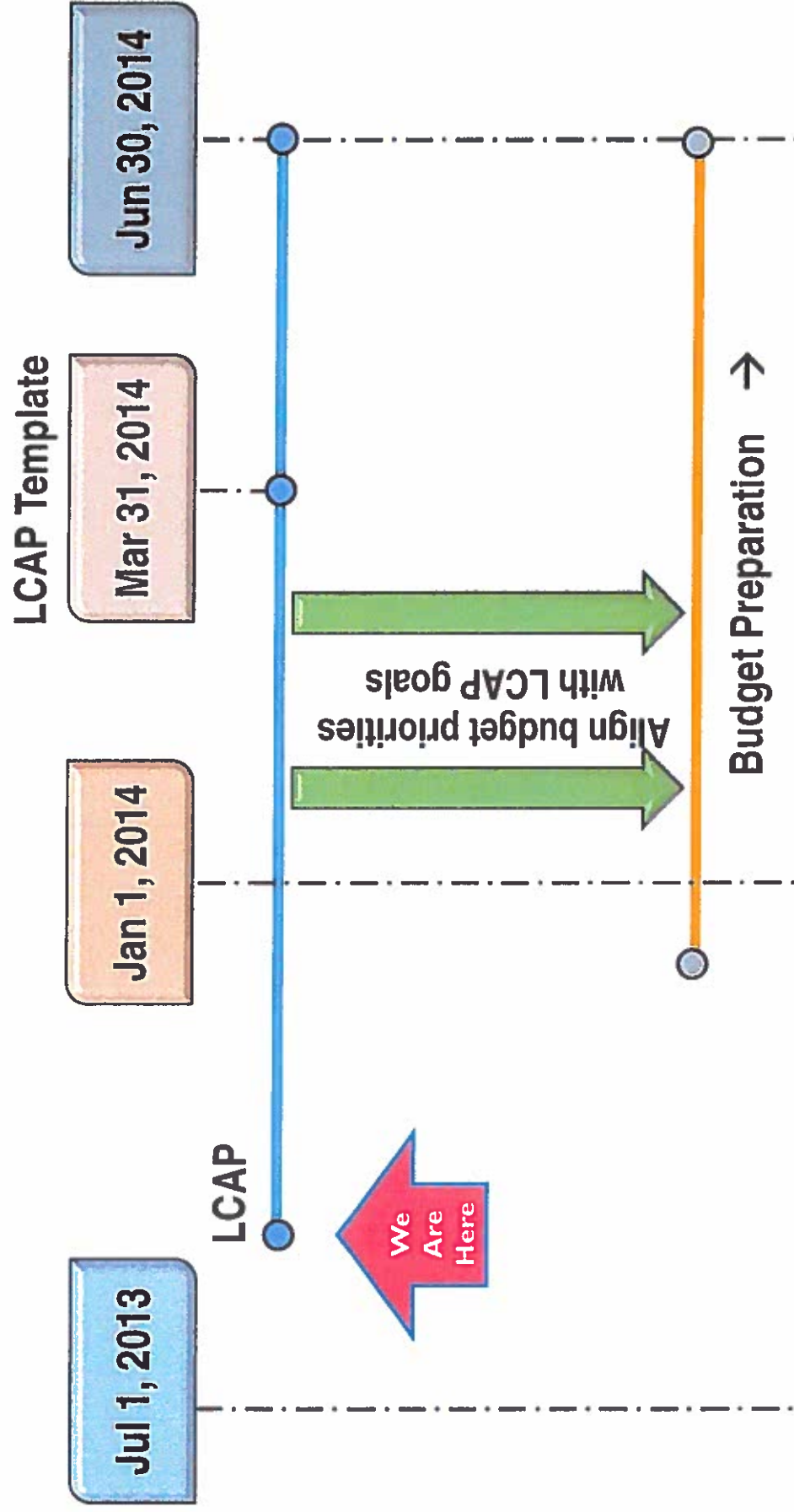
Organization	Jan 31, 2014				Oct 1, 2015
	Adopt Expenditure Regulations	Mar 31, 2014 Adopt LCAP Template	July 1, 2014 Adopt Approved LCAP	Adopt Evaluation Rubrics	
State Board of Education	✓	✓		✓	
County Offices of Education			✓		
School Districts			✓		
Charter Schools			✓		



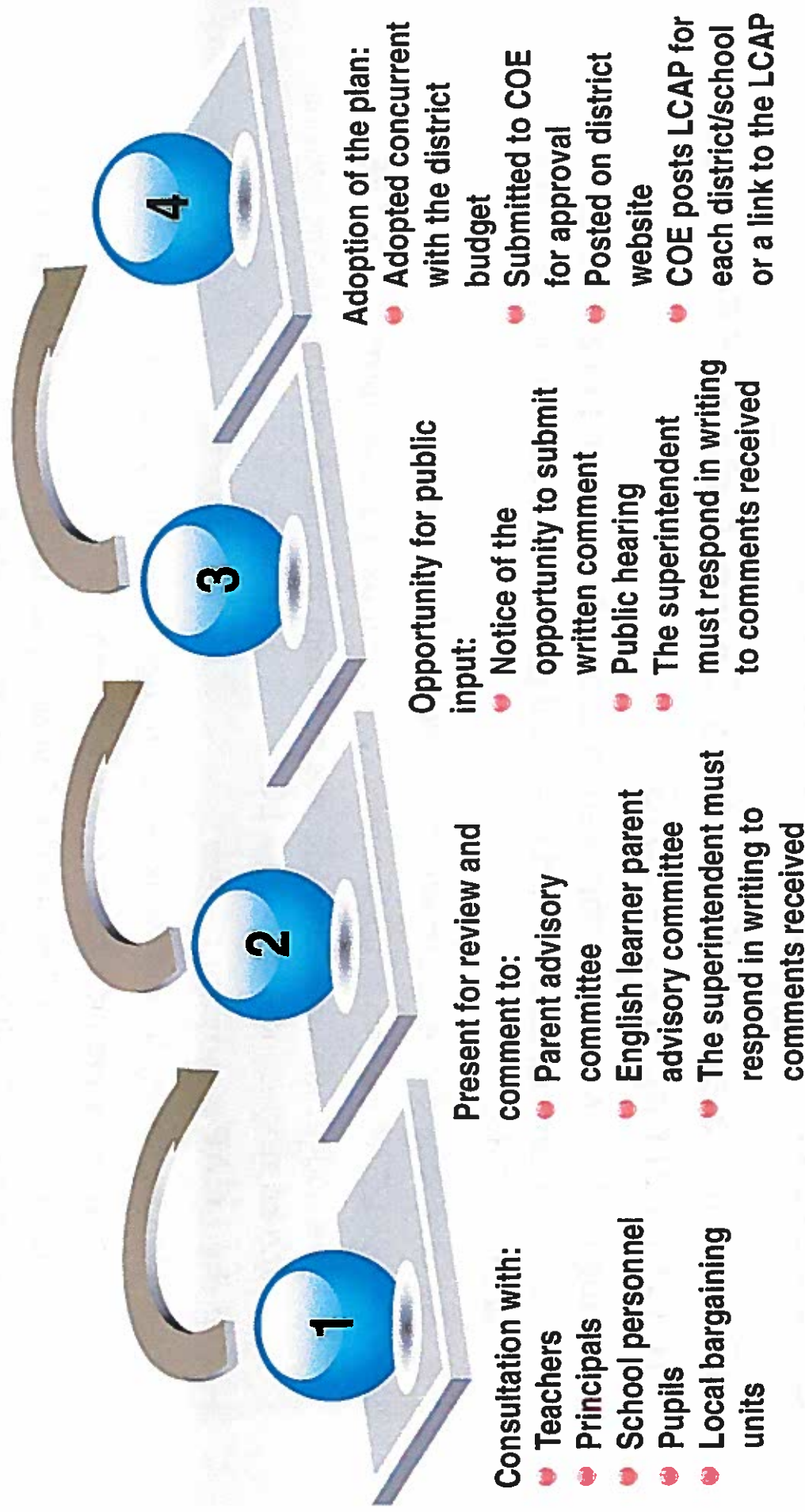
# LCFF/LCAP Requirements and Dates – Annually

Organization		Jan 31 Approve Revisions to Templates	July 1 Update/Adopt LCAP Changes	Aug 15 LCAP Questions Submitted/ Answered	Oct 8 District LCAP Approval Required
State Board of Education		✓		✓	✓
County Offices of Education			✓	✓	✓
School Districts			✓	✓	
Charter Schools			✓	✓	

# Planning and Budget Timeline



# Adopting and Updating the LCAP



# Oversight Responsibilities

- ▶ Oversight responsibilities of the County Offices of Education (COE) starting in 2014-2015:
  - ▶ August 15 – may seek clarification about the contents of a district's LCAP or annual update and the local governing board must respond within 15 days
  - ▶ By October 8, the COE will approve the LCAP if:
    - ▶ The LCAP or annual update adheres to the template adopted by the SBE
    - ▶ The budget includes expenditures sufficient to implement the specific actions and strategies included in the LCAP
  - ▶ If the LCAP is not approved:
    - ▶ Identify strengths and weaknesses in regard to state priorities
    - ▶ Assign an academic expert or team of experts
    - ▶ Request that the SPL assign the California Collaborative for Educational Excellence (CCEE) to provide advice and assistance



## Next Steps...

- ▶ Until the SBE has adopted the spending regulations, the extent to which LEAs have flexibility over expenditure of supplemental and concentration grant funds is uncertain
  - ▶ For the time being, CUSD will proceed using the statutes as a guide when expending funds, making logical choices that can be supported with common sense and sound reason where the statutes are silent
- ▶ Given the level of stakeholder engagement required, district's cannot postpone development of the LCAP until the SBE has adopted the spending regulations and plan templates
  - ▶ SBE LCAP template expected March 2014
  - ▶ LCFF spending regulations are expected in July 2014
- ▶ At the November 6, 2013 Board meeting more information will be presented on the LCAP development specific to CUSD





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

October 23, 2013

**DIVISION OF STATE ARCHITECT UPDATE**

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**BACKGROUND INFORMATION**

The Division of the State Architect (DSA) provides design and construction review and approval for K–12 schools, community colleges, and various other state-owned and leased facilities. Project closeout is the process DSA uses to determine that a project complies with the codes and regulations governing school construction. Certification that schools meet the minimum standards set forth in the California Building Code is required under California law.

Attached are two listings of District DSA projects:

- Open projects are either currently in construction or waiting for paperwork to complete the DSA closeout process and,
- Projects closed by DSA without certification

At the January 23, 2013, Board meeting, staff presented a status report on outstanding construction projects. This agenda item is a continuation of the initial report, updating Trustees on the progress made toward closing outstanding DSA projects with certification.

All projects listed as closed without certification by DSA are of concern, and while steps are being taken to certify all past projects, modernization projects initially approved during 2002-2003 and built during 2005-2007 have been prioritized as requiring immediate attention.

WLC Architects, Incorporated (WLC) has reviewed the history of modernization construction projects closed without certification and has found, in most cases, the scope of work on the approved drawings was not completed due to budgetary constraints.

The District and WLC met with DSA in December 2012 to review DSA modernization projects closed without certification. The objective of the meeting was to discuss a strategy for fulfilling the requirements necessary for certification. Following an initial review of the projects, DSA requested to have a second pre-application meeting to review the drawings and how the de-scoped work was going to be presented. The second meeting took place in February 2013.

**CURRENT CONSIDERATION**

At the February 2013 meeting, WLC presented sample drawings (floor plans, site plans, and detail sheets) for DSA review. At this meeting, DSA revised its drawing requirements.

This item pertains to an agreed upon process with the District and DSA to close and certify past modernization projects.

DSA is allowing the District to eliminate nonessential work. Without this work, projects would still be in compliance with Americans with Disabilities Act and Fire Life Safety regulations. It was established any structural and fire and life safety projects started must be up to the code under which it was submitted. WLC identified essential work, and DSA requested outstanding items be completed prior to DSA review.

In August 2013, District modernization project school sites were visited by WLC's electrical engineer to review as-built conditions, ensuring all previous DSA comments were addressed. The drawings were revised and prepared for bid. WLC anticipates the architectural work to last four weeks, while electrical (fire alarm) could take up to eight weeks.

### **FINANCIAL IMPLICATIONS**

There will be a fee to reopen any closed applications, and architectural fees for redrawing plans for DSA approval. Proposed construction hard costs to complete outstanding items for any work not yet completed is approximately \$158,000, funded by deferred maintenance.

### **STAFF RECOMMENDATION**

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services, to present information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.



Division of State Architect  
Project Listing

Application No.	Project Name	Date Approved	Date Closed	DSA Status	District Update	Date Certified
04-100736	Crown Valley ES Ball Field	11/17/98	05/16/02	Closed w/out Certification	Project completed by city of Laguna Niguel. Unable to certify due to missing testing and/or inspection reports.	
04-101115	Moulton Elementary School		09/06/11	Closed w/out Certification	Unable to certify due to missing testing and/or inspection reports.	
04-102787	Capistrano Valley High School	06/06/01	03/25/08	Closed w/out Certification	Cell tower has changed carriers many times over the years. Unable to locate original contractor for paperwork needed to complete certification.	
04-104845	Del Obispo Elementary School	07/04/03	01/20/09	Closed w/out Certification	District Modernization. Architect has identified scope of work necessary to complete for DSA certification. District working with contractor to complete work.	
04-104860	Crown Valley Elementary School	06/25/03	09/15/07	Closed w/out Certification	District Modernization. Architect has identified scope of work necessary to complete for DSA certification. District working with contractor to complete work.	
04-104935	Niguel Hills Middle School	07/28/03	05/15/08	Closed w/out Certification	District Modernization. Architect has identified scope of work necessary to complete for DSA certification. District working with contractor to complete work.	
04-104993	Viejo Elementary School	08/19/03	06/13/08	Closed w/out Certification	District Modernization. Architect has identified scope of work necessary to complete for DSA certification. District working with contractor to complete work.	
04-105269	Laguna Niguel Elementary School	07/09/03	09/12/13	Closed w/out Certification	Unable to certify due to missing testing and/or inspection reports.	
04-105495	Barcelona Elementary School	06/22/04	08/26/11	Closed w/out Certification	District Modernization. Architect has identified scope of work necessary to complete for DSA certification. District working with contractor to complete work.	
04-105499	Carl Hankey Elementary School	06/22/04	01/21/09	Closed w/out Certification	District Modernization. Architect has identified scope of work necessary to complete for DSA certification. District working with contractor to complete work.	
04-107421	Shorecliffs Middle School	03/16/06	02/15/13	Closed w/out Certification	Construction incomplete due to Marblehead Coastal Development bankruptcy.	
04-108164	Aliso Niguel High School Parking Improvement	07/10/06		Open	Unable to certify due to missing testing and/or inspection reports.	

Division of State Architect  
Project Listing

Application No.	Project Name	Date Approved	Date Closed	DSA Status	District Update	Date Certified
04-108462	Capistrano Valley High School	02/08/07		Open	Application number opened through DSA - project never started.	
04-108531	Carl Hankey K-8 Conversion	03/20/07	01/23/09	Closed w/out Certification	District Modernization. Architect has identified scope of work necessary to complete for DSA certification. District working with contractor to complete work.	
04-108613	Carl Hankey K-8 School	03/08/07	01/21/09	Closed w/out Certification	District Modernization. Architect has identified scope of work necessary to complete for DSA certification. District working with contractor to complete work.	
04-108716	San Juan Hills High School	12/03/07	08/23/13	Certification & Close of File	Certification & Close of File	08/23/13
04-109529	Carl Hankey Elem School	08/21/08		Open	District Modernization. Architect has identified scope of work necessary to complete for DSA certification. District working with contractor to complete work.	
04-109690	San Juan Hills High School	02/11/09	08/05/13	Certification & Close of File	Certification & Close of File	08/05/13
04-109971	Dana Hills High School	11/13/08		Open	Application number opened through DSA - project never started.	
04-110423	Dana Hills High School	07/08/10		Open	Application number opened through DSA - project never started.	
04-110424	Capistrano Valley High School	07/08/10		Open	Awaiting change orders to be processed through DSA. Close out pending.	
04-110482	Dana Hills High School	03/16/10	03/08/13	Closed w/out Certification	Missing inspection reports. IOR must be located to obtain paperwork necessary for closeout.	
04-111447	Laguna Niguel Elementary	11/18/10		Open	Closeout in process.	
04-111543	San Juan Hills High School	04/15/11	08/05/13	Certification & Close of File	Certification & Close of File	08/05/13
04-111724	Newhart Middle School	12/07/11		Open	Final closeout fees sent to DSA 09/27/2013.	
04-111910	Capistrano Valley High School	06/23/11	08/29/13	Resolution of Certification	Certification of project is no longer an issue due to removal of structures identified in original scope.	N/A
04-112496	San Juan Hills High School	07/25/12	01/08/13	Certification & Close of File	Certification & Close of File	01/08/13
04-112863	Capistrano Valley High School	09/17/13		Open	Currently out for bid.	



**SUMMARY  
DSA CLOSE OUT  
CAPISTRANO UNIFIED SCHOOL DISTRICT**

Estimated Construction Hard Cost				
Description	Quantity	Unit	Cost	Total
<b><u>Architectural + Electrical</u></b>				
1. Barcelona Elementary School				\$30,372.00
2. Viejo Elementary School				\$21,660.00
3. Crown Valley Elementary School				\$76,692.00
4. Del Obispo Elementary School				\$1,680.00
5. Carl Hankey Elementary School				\$26,772.00
<b>GRAND TOTAL</b>				<b>\$157,176.00</b>

**BARCELONA HILLS ELEMENTARY SCHOOL  
DSA CLOSE OUT  
CAPISTRANO UNIFIED SCHOOL DISTRICT**

Estimated Construction Hard Cost					
	Description	Quantity	Unit	Cost	Total
	<b>Architectural</b>				
1.	Detail 2, Provide 1-1/2 standard steel pipe	4	lf	\$175.00	\$700.00
2.	Detail 3, Provide new accessible loading zone sign	1	ea	\$200.00	\$200.00
3.	Detail 9, Relocate toilet tissue dispenser	1	ea	\$60.00	\$60.00
4.	Detail 9, provide new room signage	2	ea	\$150.00	\$300.00
5.	Detail 17, Provide new room signage	2	ea	\$150.00	\$300.00
	<b>Electrical</b>				
1.	Additional strobes	5	EA	\$500.00	\$2,500.00
2.	Additional horn-strobes				\$0.00
3.	Additional outdoor horns				\$0.00
4.	Additional smoke detectors	5	EA	\$500.00	\$2,500.00
5.	Additional attic heat detectors	15	EA	\$650.00	\$9,750.00
6.	Relocated devices	3	EA	\$500.00	\$1,500.00
	<b>Subtotal</b>				\$17,810.00
7.	Miscellaneous work	1	Lot	\$5,000.00	\$5,000.00
8.	Testing and programming	1	Lot	\$2,500.00	\$2,500.00
	<b>TOTAL</b>				\$25,310.00
	Total with 20% Contingency				\$30,372.00



**VIEJO ELEMENTARY SCHOOL  
DSA CLOSE OUT  
CAPISTRANO UNIFIED SCHOOL DISTRICT**

Estimated Construction Hard Cost				
Description	Quantity	Unit	Cost	Total
<b>Architectural</b>				
N/A				
<b>Electrical</b>				
1. Additional strobes	1	EA	\$500.00	\$500.00
2. Additional horn-strobes				\$0.00
3. Additional outdoor horns		EA	\$500.00	\$0.00
4. Additional smoke detectors	4	EA	\$500.00	\$2,000.00
5. Additional attic heat detectors	7	EA	\$650.00	\$4,550.00
6. Relocated devices	11	EA	\$500.00	\$5,500.00
<b>Subtotal</b>				\$12,550.00
7. Miscellaneous work	1	Lot	\$3,000.00	\$3,000.00
8. Testing and programming	1	Lot	\$2,500.00	\$2,500.00
<b>TOTAL</b>				\$18,050.00
Total with 20% Contingency				\$21,660.00



**CROWN VALLEY ELEMENTARY SCHOOL  
DSA CLOSE OUT  
CAPISTRANO UNIFIED SCHOOL DISTRICT**

Estimated Construction Hard Cost				
Description	Quantity	Unit	Cost	Total
<b>Architectural</b>				
1. Detail 1, New accessible loading zone sign	1	ea	\$200.00	\$200.00
2. Detail 1, New striping	200	lf	\$1.00	\$200.00
3. Detail 1, beveled lip	1	ea	\$500.00	\$500.00
4. Detail 4, Provide 1-1/2 standard steel pipe	4	lf	\$175.00	\$700.00
5. Detail 10, relocate soap dispenser	1	ea	\$60.00	\$60.00
<b>Electrical</b>				
6. Additional strobes				\$0.00
7. Additional horn-strobes				\$0.00
8. Additional outdoor horns				\$0.00
9. Additional smoke detectors	4	EA	\$500.00	\$2,000.00
10. Additional attic heat detectors	47	EA	\$650.00	\$30,550.00
11. Relocated devices	31	EA	\$500.00	\$15,500.00
<b>Subtotal</b>				\$49,710.00
11. Miscellaneous work	1	Lot	\$10,000.00	\$10,000.00
12. Testing and programming	1	Lot	\$4,200.00	\$4,200.00
<b>TOTAL</b>				\$63,910.00
<b>Total with 20% Contingency</b>				\$76,692.00



**DEL OBISPO ELEMENTARY SCHOOL  
DSA CLOSE OUT  
CAPISTRANO UNIFIED SCHOOL DISTRICT**

Estimated Construction Hard Cost					
	Description	Quantity	Unit	Cost	Total
	<b>Architectural</b>				
1.	Detail 2, Provide 1-1/2 standard steel pipe	4	lf	\$175.00	\$700.00
2.	Detail 3, Provide new accessible loading zone sign	1	ea	\$200.00	\$200.00
3.	Detail 9, new metal kick plate	1	ea	\$500.00	\$500.00
	<b>Electrical</b>				
1.	Additional strobes	0	EA	\$500.00	\$0.00
2.	Additional horn-strobes	0			\$0.00
3.	Additional outdoor horns	0			\$0.00
4.	Additional smoke detectors	0	EA	\$500.00	\$0.00
5.	Additional attic heat detectors	0	EA	\$650.00	\$0.00
6.	Relocated devices	0	EA	\$500.00	\$0.00
	<b>Subtotal</b>				\$1,400.00
7.	Miscellaneous work	0	Lot	\$5,000.00	\$0.00
8.	Testing and programming	0	Lot	\$2,500.00	\$0.00
	<b>TOTAL</b>				\$1,400.00
	<b>Total with 20% Contingency</b>				\$1,680.00



**CARL HANKEY ELEMENTARY SCHOOL  
DSA CLOSE OUT  
CAPISTRANO UNIFIED SCHOOL DISTRICT**

Estimated Construction Hard Cost				
Description	Quantity	Unit	Cost	Total
<b>Architectural</b>				
1. Detail 2, Provide 1-1/2 standard steel pipe	4	lf	\$200.00	\$800.00
2. Detail 3, New accessible loading zone	200	lf	\$1.00	\$200.00
3. Detail 9, Relocate toilet tissue dispenser	1	ea	\$60.00	\$60.00
4. Detail 9, Provide new room signage	2	ea	\$150.00	\$300.00
5. Detail 17, Provide new room signage	2	ea	\$150.00	\$300.00
<b>Electrical</b>				
1. Additional strobes		EA	\$500.00	\$0.00
2. Additional horn-strobes				\$0.00
3. Additional outdoor horns	2	EA	\$500.00	\$1,000.00
4. Additional smoke detectors		EA	\$500.00	\$0.00
5. Additional attic heat detectors	21	EA	\$650.00	\$13,650.00
6. Relocated devices	1	EA	\$500.00	\$500.00
<b>Subtotal</b>				\$16,810.00
7. Miscellaneous work	1	Lot	\$3,000.00	\$3,000.00
8. Testing and programming	1	Lot	\$2,500.00	\$2,500.00
<b>TOTAL</b>				\$22,310.00
<b>Total with 20% Contingency</b>				\$26,772.00





August 23 , 2013

**Certification & Close of File**

**REVISED**

Dr. Joseph Farley  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675-4706

**Project:** SAN JUAN HILL HIGH SCHOOL  
**Application #:** 04-108716  
**File Id #:** 30-9  
**Scope:** Construction of: (1) Concession Building; (2) Toilet Buildings; Outdoor Bleachers/ Pressbox;  
(5) Light Poles; Sitework

Dear Dr. Joseph Farley:

The Department of General Services' records indicate that the construction of the referenced project has been completed in accordance with design documents approved by the Department, and that all the Verified Reports covering the construction have been received. Therefore, the Department of General Services Certifies as follows:

This project is in compliance with California State regulations as to the safety of design and construction of public schools, and for the accommodation of persons with disabilities.

Bleachers and grandstands constructed in accordance with the approved design documents will meet required standards for structural and fire and life safety. The owner should require and provide for periodic safety inspections throughout the period of use to ensure framing and other parts have not been damaged or removed. On bleachers having bolts, locking or safety devices, the owner shall require that all such components be properly tightened or locked prior to each use.

As stated in our letter approving the plans and specifications for this project, the Department does not review design documents or construction for compliance with the electrical, mechanical, or plumbing regulations. It is the responsibility of the professional consultants named on the application to verify compliance with appropriate parts of the California Building Code, and to submit Verified Reports documenting compliance.

Sincerely,

Chester "Chet" Widom, FAIA  
State Architect  
Division of the State Architect  
CW: jl

cc: Director of Facilities ✓  
Architect  
File  
Reading



August 05 , 2013

## Certification & Close of File

Dr. Joseph Farley  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675-4706

**Project:** SAN JUAN HILLS HIGH SCHOOL  
**Application #:** 04-109690  
**File Id #:** 30-9  
**Scope:** Construction of: 1-30 Meter Pool, 1- Building J - Pool Equipment, 1- Building K - Restroom / Locker  
Alterations to: 1- Theater Building F (04-104115)

Dear Dr. Joseph Farley:

The Department of General Services' records indicate that the construction of the referenced project has been completed in accordance with design documents approved by the Department, and that all the Verified Reports covering the construction have been received. Therefore, the Department of General Services Certifies as follows:

This project is in compliance with California State regulations as to the safety of design and construction of public schools, and for the accommodation of persons with disabilities.

As stated in our letter approving the plans and specifications for this project, the Department does not review design documents or construction for compliance with the electrical, mechanical, or plumbing regulations. It is the responsibility of the professional consultants named on the application to verify compliance with appropriate parts of the California Building Code, and to submit Verified Reports documenting compliance.

Sincerely,

Chester "Chet" Widom, Faia  
State Architect  
Division of the State Architect  
CW: pc

cc: Architect/Engineer - Leo Johnson  
Director Of Facilities  
Reading  
File



August 05, 2013

## Certification & Close of File

Dr. Joseph Farley  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675-4706

**Project:** SAN JUAN HILLS HIGH SCHOOL  
**Application #:** 04-111543  
**File Id #:** 30-9  
**Scope:** Construction of: 1- Pool Deck Lighting  
Alterations to: 1- Gymnasium Building (04-104115)

Dear Dr. Joseph Farley:

The Department of General Services' records indicate that the construction of the referenced project has been completed in accordance with design documents approved by the Department, and that all the Verified Reports covering the construction have been received. Therefore, the Department of General Services Certifies as follows:

This project is in compliance with California State regulations as to the safety of design and construction of public schools, and for the accommodation of persons with disabilities.

As stated in our letter approving the plans and specifications for this project, the Department does not review design documents or construction for compliance with the electrical, mechanical, or plumbing regulations. It is the responsibility of the professional consultants named on the application to verify compliance with appropriate parts of the California Building Code, and to submit Verified Reports documenting compliance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chet Widom'.

Chester "Chet" Widom, Faia  
State Architect  
Division of the State Architect  
CW. pc

cc: Architect/Engineer - Leo Johnson  
Director Of Facilities  
Reading  
File



August 29, 2013

## Resolution of Certification Due to Removal of Structure(s)

Dr. Joseph Farley  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675-4706

**Project:** CAPISTRANO VALLEY HIGH SCHOOL  
**Application #:** 04-111910  
**File Id #:** 30-9  
**Scope:** Relocation of 3-Classroom Buildings [(2)-A#: 56864 & (1)-A#: 57944], 1-Relocatable Restroom Building (04-101347), 1-ramp (PC#: 04-109224)

Dear Dr. Joseph Farley:

The Department of General Services' (Department) records show the Capistrano Unified School District constructed the referenced Project; but, due to outstanding issues and/or missing documentation, the Department did not issue a certification of compliance (Certification) pursuant to the requirements of the Field Act, Education Code Sections 17280 through 17316.

Subsequently, the Department determined the structure(s) constructed under Application # 04-111910 has been destroyed or removed from its approved location(s).

Therefore, the Department considers the matter of certification resolved as follows: The Project has not been certified by the Department, and certification of the Project is no longer an issue before the Department since the structure(s) constructed under the referenced application number has been destroyed or removed from its approved location(s).

No further action by our office is anticipated in this regard and the file on the Project is closed with this Resolution of Certification. If the structure(s) constructed under the Application has not been destroyed or removed from its approved location(s), please consider this letter rescinded and notify our office in writing. Any monies owed to the Department with respect to the application are still owed and expected to be paid in full.

Sincerely,

Chester "Chet" Widom, FAIA  
State Architect  
Division of the State Architect  
CW. pc

cc: Architect/Engineer - Leo Johnson  
Director Of Facilities  
Reading  
File



Division of the  
**State Architect**  
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

San Diego Office  
10920 Via Frontera, Suite 300 | T 858.674.5400  
San Diego, CA 92127 | F 858.674.5471  
www.dsa.dgs.ca.gov/dsa

## Certification & Close of File

January 08, 2013

DR. Joseph Farley  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
33122 VALLE ROAD  
SAN JUAN CAPISTRANO, CA 92675

**Project:** SAN JUAN HILLS HIGH SCHOOL  
**Application #:** 04-112496  
**File Id #:** 30-9  
**Scope:** Construction of 2-Dug-outs

Dear DR. Joseph Farley:

The Department of General Services' records indicate that the construction of the referenced project has been completed in accordance with design documents approved by the Department, and that all the Verified Reports covering the construction have been received. Therefore, the Department of General Services Certifies as follows:

This project is in compliance with California State regulations as to the safety of design and construction of public schools, and for the accommodation of persons with disabilities.

As stated in our letter approving the plans and specifications for this project, the Department does not review design documents or construction for compliance with the electrical, mechanical, or plumbing regulations. It is the responsibility of the professional consultants named on the application to verify compliance with appropriate parts of the California Building Code, and to submit Verified Reports documenting compliance.

Sincerely,

State Architect  
Chester "Chet" Widom, FAIA  
Division of the State Architect  
CW: pc

cc: Architect - Robert Hensley  
Director of Facilities  
Reading  
File



CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – REGULAR MEETING  
OCTOBER 9, 2013  
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 6:00 p.m. The Board recessed to closed session to: confer with Public Employee Discipline/Dismissal/Release and/or Legal Counsel regarding Existing Litigation; confer with Legal Counsel regarding Anticipated Litigation; and confer with Labor Negotiators.

Trustee Bryson arrived in closed session at 6:43 p.m.

The regular meeting of the Board reconvened to open session and was called to order by President Alpay at 7:07 p.m.

The Pledge of Allegiance was led by Troop 636 Boy Scouts Zain Faruqi, Liam Fahey, and Cameron Lynch.

Present: Trustees Addonizio, Alpay, Bryson, Hanacek, Reardon, and Student Advisor Leilah Rodriguez

Absent: Trustees Hatton and Pritchard

**A CD of the Board meeting discussion related to each of the items on the public agenda is on file in the Superintendent's office as a matter of the permanent record. An audio recording of the meeting is available on the District website: [www.capousd.org](http://www.capousd.org)**

**Permanent Record**

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried by a 5-0 vote to adopt the Board agenda.

**Adoption of the Board Agenda**

ROLL CALL: AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Reardon, and Student Advisor Leilah Rodriguez  
NOES: None  
ABSENT: Trustees Hatton and Pritchard  
ABSTAIN: None

President Alpay reported the following action taken during closed session:

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

**Agenda Item #3 A1 – Public Employee Discipline/Dismissal/Release and/or Conference with Legal Counsel – Existing Litigation:**

The Board voted 4-0 to approve the amended charges in OAH Case Number 2012050145.

AYES: Trustees Addonizio, Alpay, Hanacek, and Reardon  
NOES: None  
ABSENT: Trustees Bryson, Hatton, and Pritchard  
ABSTAIN: None

**Agenda Item #3 A2 – Public Employee Discipline/Dismissal/Release and/or Conference with Legal Counsel – Existing Litigation:**

The Board voted 4-0 to approve the amended charges in OAH Case Number 2012050349.

AYES: Trustees Addonizio, Alpay, Hanacek, and Reardon  
NOES: None  
ABSENT: Trustees Bryson, Hatton, and Pritchard  
ABSTAIN: None

### **Agenda Item #3 B – Conference with Legal Counsel – Anticipated Litigation:**

The Board gave direction to staff.

### **Agenda Item #3 C – Conference with Labor Negotiators:**

No action was taken.

Kitty Schmitt was recognized for her contributions to San Clemente High School through her fundraising for the San Clemente Educational Foundation and college and career planning seminars.

**Special  
Recognitions**

Joe Margraf, Ford Motor Company Regional Manager, was recognized for recruiting Ford Motor Company employees as mentors to support students participating in the Gang Reduction Intervention Partnership (GRIP).

Student Body President Blake Andersen from Tesoro High School presented a report on activities taking place at the high school.

**Student Body  
Report**

Trustee Hanacek stated it was International Walk to School day and she had joined Palisades Elementary School staff, parents, and students in walking from Pines Park to the school. She also shared she has received positive comments from teachers regarding the Common Core training they received on October 4.

**Board and  
Superintendent  
Comments**

Trustee Bryson stated she had attended the Capistrano Valley High School Performing Arts Theater Grand Opening and the theater was everything she had hoped it would be for the students.

As specified in Board Bylaw 9323 for Oral Communications, each speaker was allowed three (3) minutes to speak.

**Oral  
Communications**

The following speakers addressed the Board:

- *Dr. James Corbett requested the Board reconsider their closed session decision regarding the coaches.*
- *Jorgina Urbano shared information regarding the Men's Warehouse Cash for Schools campaign and asked the Board to assist her by allowing her to meet with the high school activities directors.*

Trustee Alpay directed Dr. Farley to have staff contact Ms. Urbano to assist her with her request.

### **DISCUSSION/ACTION**

President Alpay announced the Public Hearing open at 7:34 p.m. regarding Resolution No. 1314-24, Statement of Assurance for Instructional Materials Realignment Fund, Fiscal Year 2013-2014. There being no speakers to address the Board, President Alpay declared the Public Hearing closed at 7:35 p.m.

**Public Hearing:  
Instructional  
Materials  
Realignment Fund  
Agenda Item 1**

Assistant Superintendent Julie Hatchel explained that California Education Code specifies a public hearing shall be held annually in order to receive funding for the Pupil Textbook and/or Instructional Materials Realignment Program. The Board shall make a determination through a resolution as to whether each pupil in each school in the District has sufficient textbooks and/or instructional materials in following the subject areas: English/Language Arts, History/Social Science, Health, Mathematics, Science, World Languages, and science laboratory equipment.

**Instructional  
Materials  
Realignment Fund  
Agenda Item 2**



It was moved by Trustee Bryson, seconded by Trustee Reardon, and motion carried by a 5-0 vote to approve the adoption of Resolution No.1314, Statement of Assurance for Instructional Materials Realignment Fund, Fiscal Year 2013-2014.

ROLL CALL: AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Reardon,  
and Student Advisor Leilah Rodriguez  
NOES: None  
ABSENT: Trustees Hatton and Pritchard  
ABSTAIN: None

Trustee Reardon shared background information on the program and introduced Director Lorena Martinez who provided the Board with a PowerPoint presentation on Breakthrough San Juan Capistrano. Following the presentation, Ms. Martinez introduced students who were currently in the program to share their personal experiences. Ms. Martinez encouraged the Board to get involved with the program. *(The PowerPoint is posted on the District website: [www.capousd.org](http://www.capousd.org))*

**Breakthrough SJC  
Agenda Item 3**

Assistant Superintendent Julie Hatchel stated the District, in partnership with Mission Hospital's South Orange County Obesity Taskforce, has worked with targeted schools to reduce childhood obesity in underserved children ages 3-11. Dr. Hatchel provided a PowerPoint presentation on the background, goals, and accomplishments of the task force. Following the presentation, Carla Dicandia from Mission Hospital addressed the Board on the partnership and answered Trustees' questions. *(The PowerPoint is posted on the District website: [www.capousd.org](http://www.capousd.org))*

**Obesity Taskforce  
Agenda Item 4**

It was moved by Trustee Bryson, seconded by Trustee Hanacek, and motion carried by a 5-0 vote to reschedule the November 13, 2013, Board meeting to November 6, 2013, and approve the revision to the 2013 – 2014 School Board Meeting Schedule.

**Revision to Board  
Meeting Schedule  
Agenda Item 5**

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Reardon and  
Student Advisor Leilah Rodriguez  
NOES: None  
ABSENT: Trustees Hatton and Pritchard  
ABSTAIN: None

President Alpay asked Trustees for items they wished to pull from the Consent Calendar. Item 19 was pulled.

**Items Pulled from  
the Consent  
Calendar**

### **CONSENT CALENDAR**

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried by a 5-0 vote to approve the following Consent Calendar items:

Minutes of the September 25, 2013, regular Board meeting.

**Minutes  
Agenda Item 6**

Minutes of the October 1, 2013, special Board meeting.

**Minutes  
Agenda Item 7**

Readmission of students from expulsion: Case #2010-095, Case # 2013-003, and Case #2013-015.

**Expulsion  
Readmissions  
Agenda Item 8**

Payment to District master teachers who supported a student teacher during the 2013 spring semester.

**Master Teacher  
Payment  
Agenda Item 9** <sup>27</sup>

Purchase orders, warrants, and previously Board-approved bids and contracts as listed.	<b>Purchase Orders/Warrants Agenda Item 10</b>
Donations of funds and equipment.	<b>Donations Agenda Item 11</b>
Ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements.	<b>Professional Services Agreements Agenda Item 12</b>
Ratification of special education Informal Dispute Resolution Agreement Case #065913, Case #070313, Case #080713, Case #081113, Case #091313, and Case #091413.	<b>Informal Dispute Resolution Agreement Agenda Item 13</b>
Ratification of special education Settlement Agreement Case #2013061122 and Informal Dispute Resolution Agreement Case #060713.	<b>Settlement Agreements Agenda Item 14</b>
Ratification of a General Release Agreement with Network Hardware Resale, LLC as required by the Orange County Department of Education (OCDE) Legal Services.	<b>General Release Agreement Agenda Item 15</b>
Enrollment Services Agreement with American Fidelity Assurance Company to provide an online enrollment program at no charge for benefits-eligible employees.	<b>Enrollment Services Agreement Agenda Item 16</b>
Final acceptance and filing of the Notice of Completion for the movement of three relocatable classroom buildings at Capistrano Valley High School.	<b>CVHS Notice of Completion Agenda Item 17</b>
Final acceptance and filing of the Notice of Completion for exterior painting at Concordia Elementary School.	<b>Concordia Notice of Completion Agenda Item 18</b>
Extension of Bid No. 1112-15 for the purchase of refurbished computer equipment from Insight Systems Exchange.	<b>Bid Extension Agenda Item 20</b>
Award of Request for Proposals No. 5-1314, Developer Fee Consultant Services to Dolinka Group.	<b>Award of RFP Agenda Item 21</b>
Advertise for bids to provide electrical service as requested by the District.	<b>Advertise for Bids-Electrical Services Agenda Item 22</b>
Advertise for bids to move and reconfigure relocatable buildings as requested by the District.	<b>Advertise for Bids-Relocatable Buildings Agenda Item 23</b>
Utilization of the Glendale Unified School District Bid No. P-16 09/10 for the purchase of school and office furniture and accessories from Jones-Campbell Company, under the same terms and conditions of the public agency's contract.	<b>Piggyback Bid-Furniture Agenda Item 24</b>

Resignations, retirements, and employment of classified personnel.

**Resignations/  
Retirements/  
Employment  
(Classified  
Personnel)  
Agenda Item 25**

Resignations, retirements, and employment of certificated personnel.

**Resignations/  
Retirements/  
Employment  
(Certificated  
Personnel)  
Agenda Item 26**

ROLL CALL: AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Reardon,  
and Student Advisor Leilah Rodriguez  
NOES: None  
ABSENT: Trustees Hatton and Pritchard  
ABSTAIN: None

Trustee Hanacek asked staff to explain the procedure if a company does not take a reduction of costs for their service as requested by the District. Deputy Superintendent Clark Hampton explained each case is reviewed and if prices have increased for materials or services but the company maintains the same prices and the prices are considered competitive, the District may choose to not go out to bid again. However, the District will go out for bid if it is believed a new bid would result in lower prices or the time limit has been reached for renewals. The District's practice is to enter into a three-year contract with one year renewal periods up to a total of five years. After five years, the District is required to go back out for bid.

**Bid Extension  
Agenda Item 19**

It was moved by Trustee Hanacek, seconded by Trustee Addonizio, and motion carried by a 5-0 vote to approve the Extension of Agreement Bid. No. 1112-11 with Above All Names Construction Services, Incorporated to provide concrete maintenance and repair for all sites within the District.

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried by a 5-0 vote to adjourn the meeting.

**Adjournment**

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Reardon and  
Student Advisor Leilah Rodriguez  
NOES: None  
ABSENT: Trustees Hatton and Pritchard  
ABSTAIN: None

President Alpay announced the meeting adjourned at 8:17 p.m.

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Board Clerk

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Secretary, Board of Trustees



GRAY WHALE FOUNDATION/CAPISTRANO UNIFIED SCHOOL DISTRICT  
PARTNERSHIP

Memorandum of Understanding

The Gulf of Catalina Grey Whale Preservation and Education Foundation aka Gray Whale Foundation (GWF) and the Capistrano Unified School District (CUSD) have developed this joint Memorandum of Understanding (MOU) to provide guidelines to implement a comprehensive partnership to enhance the 4<sup>th</sup>/5<sup>th</sup> grade CC/STEM Unit on Gray Whales. This partnership will enable GWF to financially support the following program elements of the STEM Unit's 13 lessons (excerpt from CC/STEM Unit on Gray Whales Overview).

*Each class will also have the opportunity to participate in a Gray Whale Foundation field trip onboard the Ocean Adventures catamaran at Dana Wharf to observe marine mammal behaviors in their natural environment off of our local coast. While onboard, students will also assist scientists in data collection during the Gray Whale migration. An assembly will be held at each school prior to the field trip.*

*The assemblies are led by Gray Whale Foundation Educators and provide an overview of the field trip and data collection, as well as an opportunity for students to handle "bio-facts" such as baleen. Classroom Lessons should be completed during late fall / early winter prior to the whale watching trip. Field trips will be scheduled during the annual gray whale migration when whales travel past our coast on their southbound (~Jan-Feb) or northbound (~Mar-Apr) routes.*

The GWF and CUSD Partnership also addresses the following initiatives in CUSD's strategic plan:

- Pillar 1:        *Community Relations*  
                  Strategy 1.1: Strengthen collaborative community partnership
  
- Pillar 3:        *Academic Achievement and Enrichment*  
                  Strategy 3.1: Align instruction, assessment, and interventions to achieve high levels of learning, and close the gap for underperforming student groups  
  
                  Strategy 3.2: Refine implementation of the Professional Learning Communities model, in which collaborative teams focus on high levels of learning for all  
  
                  Strategy 3.3: Develop and refine alternative programs for students

The goal of the GWF/CUSD partnership is to provide as many students as possible the opportunity to take advantage of an application-based "on the water" data collection experience. It is the mutual understanding of GWF and CUSD that this will be implemented as follows:

- To the extent possible, based upon grant and donation funding, GWF will *fully fund* classes from Title I schools based on the priority criteria below:

1. Teachers participated in both pre-implementation elements of the STEM Unit:
  - a. Gray Whale Foundation Field Trip (July 13, 2013)
  - b. The Ecology Center Good Water Toolkit Workshop (August 29, 2013)

2. Teachers Adopted and implemented the Gray Whale STEM Unit in its entirety

- Based on available funds GWF will *partially fund* classes from schools that are not Title I funded and have met Criteria 1 and 2, above. In these cases, GWF will cover half the cost of the field trip (\$900 per class), and sites will cover the remaining funds at an assessment of \$900 per class.
- GWF will fully fund the costs of the field trip for 2 unit developers.

All transportation costs will be arranged and paid for by CUSD.

As additional grant funding and donations become available, CUSD and GWF will allocate these funds to cover any remaining costs for classes from Title I schools first, followed by non-Title I schools that have met criteria 1 and 2, above.

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Joseph M. Farley, Ed. D  
Superintendent

Date: \_\_\_\_\_

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John M. Alpay  
President

Date: \_\_\_\_\_

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Michael Hansen

Gray Whale Foundation

Date: \_\_\_\_\_

Board of Trustees Purchase Order Listing

\*===== Fiscal Year: 2013-14 =====\*

Board of Trustees Meeting.....OCTOBER 23, 2013

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
331816	23	DSA	BI:DSA /Fac Acq /Viejo	49.00
331817	23	DSA	BI:DSA /Fac Acq /Crn Vlly	735.00
331818		VOID	VOID	0.00
331819	23	DSA	BI:DSA /Fac Acq /Del Obis	245.00
331820		VOID	VOID	0.00
331821	1	ORANGE COUNTY TANK TESTING	Serv& Op/Dist Veh/Dstrctwd	15,000.00
331822	1	STENHOUSE PUBLISHERS	InstMtls/Instrctn/Viejo	200.00
331823	1	ORGANIZED SPORTS	SplsNonI/Sch Adm /VDMMS	281.23
331824	1	TENNIS WAREHOUSE	InstMtls/CurAthlt/Tesoro	215.95
331825	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	80.00
331826	1	CREATIVE IMAGES	SplsNonI/Sch Adm /Cal Prep	500.00
331827	1	LACOE-AVID	Conf:Ins/Instrctn/Dstrctwd	2,000.00
331828	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	2,755.52
331829	1	GOPHER ATHLETIC	InstMtls/Instrctn/Palisade	554.26
331830	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/SMS	1,000.00
331831	1	RENAISSANCE LEARNING INC	Serv& Op/TIS /Dstrctwd	7,540.10
331832	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/PuplTran/Dstrctwd	338.04
331833	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Bathgate	388.80
331834	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/ANHS	1,690.20
331835	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/ANHS	557.80
331836	1	ORIENTAL TRADING CO	InstMtls/Instrctn/Las Palm	211.67
331837	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Dstrctwd	7,359.60
331838	1	DELL COMPUTER	SplsNonI/PuplTran/Dstrctwd	16.19
331839		VOID	VOID	0.00
331840	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Enterprs/CVHS	340.20
331841	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/DHHS	5,070.60
331842	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	444.32
331843	1	SCHOLASTIC BOOK FAIRS	Bks&Ref /Instrctn/AVMS	4,000.00
331844		VOID	VOID	0.00
331845	1	OCDE PAL PROGRAM	CnfrNonI/StDev In/Dstrctwd	85.00
331846		VOID	VOID	0.00
331847		VOID	VOID	0.00
331848	1	W W NORTON & CO INC	9-12Text/Instrctn/Dstrctwd	1,429.50
331849		VOID	VOID	0.00
331850	13	TABARI, DENISE A. SEYEDI	CntrctFd/FoodServ/Dstrctwd	2,400.00
331851	1	BESTGEN, MARY	CnsltSvs/Instrctn/Oak Grv	9,000.00
331852	1	OAK GROVE INSTITUTE	Residtl /NPS /Dstrctwd	2,500.99
			Sub MHBC/PsychSer/Dstrctwd	7,290.45
			Sub MHBC/NPS /Dstrctwd	7,290.45
331853	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	24,919.35
			Sub NPS /NPS /Dstrctwd	21,595.00
331854	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	234.00
331855	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	624.00
331856	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	702.00
331857	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	234.00

Attachment 1

EXHIBIT 6

Page 1 of 7

Board of Trustees Purchase Order Listing  
 \*===== Fiscal Year: 2013-14 =====\*  
 Board of Trustees Meeting.....OCTOBER 23, 2013

PO No.	Fund	Vendor	Description	Amount
331858	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	234.00
331859	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	22,947.00
331860	1	COSTCO S.J.C.	InstMtls/Instrctn/Wagon Wh	304.50
331861	1	TIME FOR KIDS	InstMtls/Instrctn/Las Palm	190.94
331862	1	SEHI COMPUTER	InstMtls/Instrctn/Tesoro	269.52
331863	1	WEST COAST ARBORISTS INC.	Rntl:Oth/Op:Grnds/AVMS	21,465.00
331864	1	AWARDS 'N MORE	InstMtls/Instrctn/SCHS	480.06
331865	12	SPARKLETTES	SplsNonI/Sch Adm /Dstrctwd	50.00
331866	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/CapoHome	1,000.00
331867	1	WEST COAST ARBORISTS INC.	Rntl:Oth/Op:Grnds/CVHS	29,521.00
331868	1	WEST COAST ARBORISTS INC.	Rntl:Oth/Op:Grnds/SCHS	26,235.00
331869	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/NHMS	500.00
331870	1	CULVER-NEWLIN	SplsNonI/RR:Bldgs/SCHS	1,161.22
331871	12	COMMUNITY PLAYTHINGS	NonCapEq/Sch Adm /Dstrctwd	3,402.00
331872		VOID	VOID	0.00
331873	1	MOBILE FLEET WASH	Serv& Op/PuplTran/Dstrctwd	20,000.00
331874	1	AARDVARK CLAY	InstMtls/Instrctn/Tesoro	391.26
331875	13	CHEFS TOYS	SmlEquip/FoodServ/Dstrctwd	2,398.16
331876	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Wagon Wh	500.00
331877	1	PEARSON EDUCATION	InstMtls/Instrctn/LFMS	706.38
331878	1	COLLEGE BOUND SENIORS REPORTS	Serv& Op/PuplTest/Dstrctwd	1,738.80
331879	1	MARKERBOARD PEOPLE	InstMtls/Instrctn/CVHS	87.71
331880	1	EDUCATIONAL PUBLISHING	InstMtls/Instrctn/FNMS	74.75
331881	1	XEROX CORPORATION	Rnt&Repr/Grph Art/Dstrctwd	304,743.64
331882	1	XEROX CORPORATION	Rnt&Repr/Instrctn/VarSites	162,000.00
331883	1	BUREAU EDUCATION & RESEARCH	Serv& Op/Instrctn/St Anne	705.00
331884	1	XEROX CORPORATION	Rnt&Repr/Instrctn/VarSites	1,280,580.19
331885	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	1,105.00
331886	1	COLLEGE BOARD - WRO	Conf:Ins/Instrctn/Cal Prep	215.00
331887		VOID	VOID	0.00
331888	1	CASTO CHAPTER 2	CnfrNonI/PuplTran/Dstrctwd	390.00
331889	1	UC REGENTS	CnfrNonI/Sch Adm /RH Dana	250.00
331890	1	YALE CHASE EQUIPMENT AND	Rntl:Oth/RR:Bldgs/ANHS	9,217.27
331891	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Las Palm	175.00
331892	1	JOSTENS	SplsNonI/Sch Adm /ANHS	32.24
331893		VOID	VOID	0.00
331894	1	NASCO WEST	InstMtls/Instrctn/NHMS	2,088.76
331895	1	SPORT CHALET	InstMtls/CurAthlt/Tesoro	3,607.27
331896	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/ArroyoEl	845.86
			InstMtls/Instrctn/ArroyoMS	3,383.42
331897	1	ACCREDITING COMM F/SCHLS	SplsNonI/Sch Adm /Cal Prep	110.00
331898	1	AMS.NET INC	NonCapEq/TIS /Dstrctwd	1,549.03
331899	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/SCHS	4,750.00
331900	1	LA HABRA FENCE CO INC	Rntl:Oth/RR:Grnds/Las Palm	3,108.00
331901	1	CONTEMPORARY SERVICES CORP.	Serv& Op/Enterprs/ANHS	20,000.00
331902	1	ORANGE COUNTY REGISTER	Serv& Op/Prsnl:HR/Dstrctwd	3,499.00
331903	1	GOV CONNECTION INC	SplsNonI/Sch Adm /Del Obis	610.29
331904	1	STORMWATER INDUSTRIES INC.	Rntl:Oth/RR:Bldgs/SJHHS	2,100.00
331905	1	LA HABRA FENCE CO INC	Rntl:Oth/RR:Bldgs/DHHS	5,028.00



Board of Trustees Purchase Order Listing

\*===== Fiscal Year: 2013-14 =====\*

Board of Trustees Meeting.....OCTOBER 23, 2013

PO No.	Fund	Vendor	Description	Amount
331906	1	MOBILE COMMUNICATION REPAIR	SplsNonI/Sch Adm /Bathgate	204.12
331907	1	TEXTBOOK WAREHOUSE	K-8Textb/Instrctn/Dstrctwd	68.43
331908	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	114.86
331909	1	IBBS	K-8Textb/Instrctn/Dstrctwd	997.02
331910	1	IBBS	K-8Textb/Instrctn/Dstrctwd	878.46
331911	1	IBBS	K-8Textb/Instrctn/Dstrctwd	379.26
331912	1	IBBS	K-8Textb/Instrctn/Dstrctwd	80.52
331913	1	GAYLORD BROS INC	SplsNonI/Libr&Med/Dstrctwd	702.25
331914	1	DEMCO INC	SplsNonI/Libr&Med/Dstrctwd	373.24
331915	1	PERMA-BOUND	K-8Textb/Instrctn/Dstrctwd	7,744.68
331916	1	ADVANCED BIONICS	SplsNonI/HlthServ/Dstrctwd	231.40
331917	1	WAXIE	SplsNonI/PuplTran/Dstrctwd	58.19
331918	1	BIOMEDICAL WASTE DISPOSAL	Serv& Op/Saf&Trng/Dstrctwd	198.00
331919		VOID	VOID	0.00
331920	1	AMBCO ELECTRONICS	Rntl:Oth/Spch Aud/Dstrctwd	1,105.00
331921	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/Dstrctwd	500.00
331922		VOID	VOID	0.00
331923	1	RIFTON EQUIPMENT	SplsNonI/HlthServ/Dstrctwd	222.75
331924	1	THINKING MAPS INC	Bks&Ref /Instrctn/Bergeson	3,291.30
331925		VOID	VOID	0.00
331926	1	ECOLOGY TIRE	Serv& Op/PuplTran/Dstrctwd	2,000.00
331927	1	COSTCO S.J.C.	InstMtls/SEOthIns/Dstrctwd	2,030.00
331928	1	DESIGN SCIENCE	Serv& Op/Instrctn/FNMS	249.32
331929		VOID	VOID	0.00
331930	1	INSIGHT SYSTEMS EXCHANGE	Serv& Op/Instrctn/Bergeson	338.04
331931	1	DELL COMPUTER	SplsNonI/FacPlann/Dstrctwd	276.46
331932	1	BATTERIES PLUS	InstMtls/Instrctn/BAMS	154.43
331933	1	WAL MART L.N.	InstMtls/Instrctn/Bridges	720.00
331934	1	WAL MART L.N.	InstMtls/SDCInstr/Dstrctwd	1,920.00
331935	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Hiddn Hl	1,500.00
331936	1	BADEN SPORTS INC	InstMtls/Instrctn/Don Juan	351.32
331937	1	GOPHER ATHLETIC	InstMtls/Instrctn/Bridges	898.75
331938	1	VERNIER SOFTWARE	InstMtls/Instrctn/ANHS	2,662.61
331939	1	APPLE COMPUTER INC	InstMtls/Instrctn/Dstrctwd	1,781.89
331940	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Concordi	3,750.00
331941	1	NINYO & MOORE GEOTECHNICAL &	BI:CTest/Fac Acq /Lgna Nig	970.00
331942	25	DSA	Serv& Op/Fac Acq /Dstrctwd	49.00
331943		VOID	VOID	0.00
331944	1	VERIZON WIRELESS	SplsNonI/FacPlann/Dstrctwd	251.99
331945	1	OFFICE DEPOT	SplsNonI/Sch Adm /SMS	500.00
331946	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /Hiddn Hl	1,500.00
331947		VOID	VOID	0.00
331948	1	SPECTRUM CENTER ROSSIER PARK	NPS /NPS /Dstrctwd	19,552.50
			Sub NPS /NPS /Dstrctwd	42,233.00
331949	1	LEISURE CARE REFERRAL AGENCY	NPA /NPA Hlth/Dstrctwd	16,555.00
331950	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Las Palm	240.00
331951	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Chaparal	676.08
331952	1	CULVER-NEWLIN	SplsNonI/Supt /Dstrctwd	2,920.32
331953	1	DELL COMPUTER	NonCapEq/Instrctn/Chaparal	1,662.74
331954	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Bathgate	388.80

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....OCTOBER 23, 2013

PO No.	Fund	Vendor	Description	Amount
331955	1	BADEN SPORTS INC	InstMtls/Instrctn/Bathgate	366.28
331956	1	NILES BIOLOGICAL	SpplsNonI/StDev In/Dstrctwd	2,500.00
331957	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/ANHS	80.00
331958	1	PATHWAY COMMUNICATIONS LTD.	NonCapEq/Instrctn/MFMS	4,416.12
331959	1	SEHI COMPUTER	InstMtls/Instrctn/AVMS	173.40
331960	1	WEST COAST ARBORISTS INC.	Rntl:Oth/Op:Grnds/Dstrctwd	80,000.00
331961	1	DEWEYS HOME APPLIANCES	NonCapEq/Sch Adm /Tijeras	588.92
331962	1	DAVE BANG ASSOCIATES	SpplsNonI/RR:Bldgs/Ambuehl	534.66
331963		VOID	VOID	0.00
331964	1	XEROX CORPORATION	Debt Ser/Dbt Serv/VarSites	399,290.76
			Debt-Int/Dbt Serv/VarSites	172,437.24
331965	1	ALISO VIEJO COMMUNITY ASSN	Rntl:Oth/RR:Bldgs/Dstrctwd	7,071.88
331966	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv& Op/Enterprs/Dstrctwd	2,196.23
331967	1	PC MALL GOV	Serv& Op/Sch Adm /Cal Prep	63.81
331968	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Enterprs/FNMS	388.80
331969	1	BARCODE GIANT	SpplsNonI/Sch Adm /Tesoro	364.72
331970	1	TOTAL i REPAIR	Rnt&Repr/Instrctn/MFMS	1,500.00
331971	1	PC MALL GOV	Serv& Op/Sch Adm /Ambuehl	63.81
331972	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/Benedict	1,500.00
331973	1	COMPLETE OFFICE OF CA	SpplsNonI/SupvAdmn/Dstrctwd	4,300.00
331974	1	SCIENCE KIT & BOREAL LAB	InstMtls/Instrctn/AVMS	1,183.96
331975	1	ULINE	InstMtls/Instrctn/ANHS	51.84
331976	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/FNMS	1,150.00
331977	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Dstrctwd	150.00
331978	1	EDUCATIONAL DESIGN LLC	Conf:Ins/Instrctn/Las Palm	590.00
331979	1	PERSEUS ASSOCIATES LLC	Serv& Op/PuplTran/Dstrctwd	5,805.00
331980	1	JENNIFER ABRAMS	Serv& Op/StDev In/Dstrctwd	4,000.00
331981	1	OCTA - REDUCED FARE ID	InstMtls/SE0thIns/Dstrctwd	312.00
331982	1	OFFICE DEPOT	SpplsNonI/Spch Aud/Dstrctwd	15.12
331983	1	APPLE COMPUTER INC	InstMtls/Instrctn/MFMS	313.20
331984	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /SCHS	1,700.00
331985	1	GOPHER ATHLETIC	SpplsNonI/Sch Adm /Ambuehl	176.96
331986	1	TIME FOR KIDS	InstMtls/Instrctn/RH Dana	1,353.20
331987	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SCHS	700.00
331988	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SCHS	700.00
331989	1	FUN AND FUNCTION	InstMtls/SE0thIns/Dstrctwd	97.66
331990	1	MENDE PSY.D, SYLVIA	SubNonCn/SupvAdmn/Dstrctwd	39,123.00
331991	1	TERI INC - THE COUNTRY SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	23,007.76
331992	1	PERMA-BOUND	K-12Text/Instrctn/SCHS	211.89
331993	1	TURPIN DISTRIBUTION SERVICES	9-12Text/Instrctn/Dstrctwd	263.60
331994	1	TURPIN DISTRIBUTION SERVICES	9-12Text/Instrctn/Dstrctwd	881.12
331995	1	MEET THE MASTERS INC	CnsltSvs/Instrctn/VdelMarE	6,821.20
331996	1	ARTURO J. ADDEMAN	InstMtls/Instrctn/MFMS	2,379.23
			Rnt&Repr/Instrctn/MFMS	3,423.77
331997	1	BETTERCHINESE	K-8Textb/Instrctn/Bergeson	32.77
331998	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/RH Dana	147.65
331999	1	LECTORUM PUBLISHING	Bks&Ref /Instrctn/Las Palm	39.19
332000	1	BENCHMARK EDUCATION COMPANY	Bks&Ref /Instrctn/Las Palm	253.84

Board of Trustees Purchase Order Listing

\*===== Fiscal Year: 2013-14 =====\*

Board of Trustees Meeting.....OCTOBER 23, 2013

PO No.	Fund	Vendor	Description	Amount
332001	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	14,221.00
332002	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	12,313.00
332003	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	12,728.00
332004	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	5,445.00
332005		VOID	VOID	0.00
332006		VOID	VOID	0.00
332007	1	SAMLARC	Serv& Op/RR:Grnds/Dstrctwd	13,900.00
332008	1	NASCO WEST	InstMtls/Instrctn/DJAMS	329.22
332009	1	NASCO WEST	InstMtls/SE0thIns/Dstrctwd	170.10
332010	1	SANTILLANA PUBL CO	Bks&Ref /Instrctn/Las Palm	223.28
332011	1	DELL FINANCIAL SERVICES	Debt Ser/Dbt Serv/VdelMarE	16,230.59
			Debt-Int/Dbt Serv/VdelMarE	756.86
332012	1	DANIEL SMITH	InstMtls/Instrctn/DHHS	1,200.00
332013	1	AARDVARK CLAY	InstMtls/Instrctn/DHHS	3,500.00
332014	1	LIBRARY STORE, THE	InstMtls/Libr&Med/SCHS	590.19
332015	1	TRANSTRAKS	Serv& Op/PuplTran/Dstrctwd	2,160.00
332016	1	SCHOLASTIC INC	InstMtls/Instrctn/MFMS	127.30
332017	1	UNIVERSITY OF OREGON	Serv& Op/Instrctn/RH Dana	250.00
332018	1	THINKING MAPS INC	InstMtls/Instrctn/MFMS	91.20
332019		VOID	VOID	0.00
332020	1	EMPLOYMENT DEVELOPMENT DEPT	SUI : CE/DW Unrst/Dstrctwd	1,559.03
332021	13	SNA	Dues&Mmb/FoodServ/Dstrctwd	111.75
332022	13	CHEFS TOYS	SmlEquip/FoodServ/Dstrctwd	435.52
332023	1	INTERNATIONAL READING ASSN	InstMtls/Aid:Inst/Dstrctwd	1,735.65
332024	1	HAWTHORNE EDUCATIONAL SERV	InstMtls/Aid:Inst/Dstrctwd	2,916.00
332025	1	CURRICULUM ASSOCIATES	InstMtls/SE0thIns/Dstrctwd	749.10
332026	1	MCGRAW-HILL/SRA	InstMtls/SE0thIns/Dstrctwd	615.96
332027	1	PEARSON EDUCATION	InstMtls/SE0thIns/Dstrctwd	562.18
332028	1	SMART & FINAL IRIS #399	SplsNonI/PrntPart/Kinoshta	500.00
332029	1	CCIS	CnfrNonI/Sch Adm /Cal Prep	700.00
			CnfrNonI/AcadmAdv/Cal Prep	350.00
332030	1	PEARSON EDUCATION	InstMtls/Instrctn/Crn Vlly	534.59
332031	1	PEARSON EDUCATION	InstMtls/SE0thIns/Dstrctwd	901.67
332032	12	DISCOUNT SCHOOL SUPPLY	SplsNonI/SupvAdmn/Dstrctwd	1,388.74
332033	1	CAPPO INC - OC CHAPTER	CnfrNonI/Bus/Fisc/Dstrctwd	49.00
332034	1	ORANGE COUNTY SCH BOARDS ASSN	CnfrNonI/Board /Dstrctwd	96.00
			CnfrNonI/Supt /Dstrctwd	32.00
332035	1	MCGRAW-HILL/SRA	K-12Text/Instrctn/Viejo	451.20
332036	1	FOLLETT EDUCATIONAL SERVICES	K-12Text/Instrctn/Viejo	195.75
332037	1	PALOS SPORTS	InstMtls/SE0thIns/Dstrctwd	429.21
332038	1	DANA PARTY SUPPLIES	SplsNonI/Pub Info/Dstrctwd	375.62
332039	1	ELLISON EDUCATIONAL EQUIPMENT	InstMtls/Instrctn/OsoGrand	883.71
332040	1	IMAGE 2000	InstMtls/Instrctn/Lobo	500.00
332041	1	GENESIS INC	InstMtls/Instrctn/ArroyoEl	100.30
332042	1	JIM'S MUSIC CENTER	NonCapEq/Instrctn/Dstrctwd	1,504.44
332043	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	1,817.04
332044	1	FOLLETT EDUCATIONAL SERVICES	9-12Text/Instrctn/Dstrctwd	892.08

Board of Trustees Purchase Order Listing

\*===== Fiscal Year: 2013-14 =====\*

Board of Trustees Meeting.....OCTOBER 23, 2013

PO No.	Fund	Vendor	Description	Amount
332045	1	VISTA HIGHER LEARNING	K-12Text/Instrctn/DHHS	79.38
332046	1	SKYLIGHT PUBLISHING	K-12Text/Instrctn/ANHS	812.85
332047	1	FOLLETT EDUCATIONAL SERVICES	9-12Text/Instrctn/Dstrctwd	557.55
332048	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,012.75
332049	1	IBBS	K-8Textb/Instrctn/Dstrctwd	207.92
332050	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	661.32
332051	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	661.32
332052	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	792.83
332053	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	237.85
332054	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	396.41
332055	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	79.28
332056	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	554.98
332057	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,322.63
332058	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,026.53
332059	1	AUGUSTIN EGELSEE LLP	Legal /SupvAdmn/Dstrctwd	4,000.00
332060	1	CALIFORNIA BOILER INC.	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
332061	1	AIR CONDITIONING CONTROL SYS	Rntl:Oth/RR:Bldgs/Dstrctwd	7,500.00
332062	1	CHEVROLET OF IRVINE	Ppl Tran/PuplTran/Dstrctwd	9,030.00
			Rntl:Oth/PuplTran/Dstrctwd	9,030.00
			SpplsNonI/Dist Veh/Dstrctwd	2,940.00
332063	1	COMMERCIAL AQUATIC SERVICES	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
332064	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/Malcom	321.41
332065	1	SALAMIRAD, ALI & JODY	Serv& Op/NPS /Dstrctwd	516.00
			Serv& Op/HlthServ/Dstrctwd	2,520.00
332066	1	KARPUS DAVID AND MARY	Serv& Op/PuplTran/Dstrctwd	2,794.80
			Serv& Op/Spch Aud/Dstrctwd	2,125.00
			Serv& Op/HlthServ/Dstrctwd	1,800.00
332067	1	ALISO VIEJO AUTO SERVICE	Rntl:Oth/PuplTran/Dstrctwd	16,000.00
			Rntl:Oth/Dist Veh/Dstrctwd	24,000.00
332068	1	MISSION AUTO SERVICE	Rntl:Oth/PuplTran/Dstrctwd	24,000.00
			Rntl:Oth/Dist Veh/Dstrctwd	36,000.00
332069	1	CASBO VENDOR SHOW	CnfrNonI/Purch /Dstrctwd	135.00

234 Purchase Orders \$3,372,363.90

Board of Trustees Purchase Order Listing

\*===== Fiscal Year: 2013-14 =====\*

Board of Trustees Meeting.....OCTOBER 23, 2013

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
5295	87	DSA	BI:DSA /Fac Acq /CVHS	58.80
5296	87	DSA	BI:DSA /Fac Acq /CVHS	49.00
5297	87	DELL COMPUTER	CompTech/Fac Acq /CVHS	747.38
5298	87	DELL COMPUTER	CompTech/Fac Acq /CVHS	1,349.06
5299	87	FEHR BROS. INDUSTRIES INC.	NonCapEq/Fac Acq /CVHS	1,120.75
5300	87	DIGITAL NETWORKS GROUP INC	NonCapEq/Fac Acq /CVHS	5,884.99
5301	87	DIGITAL NETWORKS GROUP INC	NonCapEq/Fac Acq /CVHS	7,935.40
5302	87	DIGITAL NETWORKS GROUP INC	NonCapEq/Fac Acq /CVHS	6,417.74
5303	87	B & H PHOTOGRAPHY	NonCapEq/Fac Acq /CVHS	2,316.39
5304	87	MITY-LITE INC.	NonCapEq/Fac Acq /CVHS	2,187.66
5305	87	GILBERT & STEARNS INC	NonCapEq/Fac Acq /CVHS	4,707.70
5306	87	APEX AUDIO	NonCapEq/Fac Acq /CVHS	9,199.08
5307	87	MISSION VIEJO GLASS	NonCapEq/Fac Acq /CVHS	1,935.00
5308	87	DIVISION OF STATE ARCHITECT	BI:DSA /Fac Acq /CVHS	17,133.55
5309	87	DELL COMPUTER	CompTech/Fac Acq /CVHS	11,720.70
5310	87	DELL COMPUTER	CompTech/Fac Acq /CVHS	769.06
5311	87	ARC	BI:Other/Fac Acq /CVHS	3,000.00
5312	87	B & H PHOTOGRAPHY	CompTech/Fac Acq /CVHS	569.95
5313	87	B & H PHOTOGRAPHY	CompTech/Fac Acq /CVHS	503.65
19 Purchase Orders				\$77,605.86



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....OCTOBER 2, 2013

Warrant Number	Name of Payee	Reference Number	Amount
189911	MAGAZINELINE.COM	PO-330139	69.94
189912	MCGRAW-HILL COMPANIES	PO-330538	399.21
189913	MOBILE COMM REPAIR INC	PO-331099	7,530.60
189914	MR CLEAN MAINTENANCE SYSTEMS	PO-331240	31,854.97
		PO-331546	425.00
189915	NASCO WEST	PO-330898	76.66
189916	ORANGE COUNTY PROBATION DEPT	PO-331221	2,050.00
189917	PRAXAIR	PO-330199	215.99
189918	PRO-ED	PO-330257	250.80
189919	R&S SOIL PRODUCTS INC	PO-330244	8,698.40
189920	RENAISSANCE LEARNING INC	PO-330516	39,608.09
189921	RICKS TRAILER SUPPLY	PO-331321	2,974.15
189922	SAF-COM SUPPLY	PO-331694	127.90
189923	SCOTT FORESMAN	PO-330537	3,872.34
189924	SIGNS BY CREATIONS UNLIMITED	PO-330193	1,084.32
189925	SOUTH COAST AIR QUALITY MGMT	PO-330878	5,440.52
189926	STAPLES ADVANTAGE	-	
		PO-330496	172.87
		PO-330510	14.92
		PO-330548	352.52-
		PO-330657	778.89
		PO-330671	222.60-
189927	STAPLES ADVANTAGE	-	
		PO-330671	1,821.62
189928	STAPLES ADVANTAGE	PO-330671	824.08
		PO-330933	72.57
		PO-330934	292.90
		PO-331037	156.60
		PO-331075	432.73
		PO-331385	118.72
		PO-331463	42.25
189929	TEL TEC SECURITY SYSTEMS INC	PO-331668	3,319.38
189930	THYSSENKRUPP ELEVATOR CORP	CL-131240	6,467.50
		CL-131241	4,640.00
		CL-131242	3,433.00
		CL-131243	895.00
		CL-131244	4,882.25
		PO-331669	4,329.50
189931	ULINE	PO-330085	60.40
189932	UNITED RENTALS	PO-330175	3,513.45
189933	WATERLINES TECHNOLOGIES INC	PO-331136	2,559.74
189934	WESTERN GRAPHIX	PO-331281	525.00
189935	WESTERN ILLUMINATED PLASTIC	PO-330173	624.50
189936	WELCH ALLYN INC	PO-330980	504.23
189937	STAPLES ADVANTAGE	PO-330523	370.08

Attachment 2

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....OCTOBER 2, 2013

Warrant Number	Name of Payee	Reference Number	Amount
189938	CR&R INCORPORATED	PO-331121	26,128.34
189939	DAVID TAUSSIG ASSOC INC	PO-330012	4,436.05
189940	DEPT IND RELATION (ACCOUNTING)	PO-330223	350.00
189941	MAIER INTERNATIONAL INC	PO-330949	4,867.80
		PO-330950	3,783.00
		PO-330981	38,107.80
		PO-331548	12,769.50
189942	PACIFIC MOBILE HOME CONS	PO-325176	8,550.00
189943	SOUTH COAST FIRE PROTECTION	-	
		PO-331243	11,690.00
189944	SOUTH COAST FIRE PROTECTION	PO-331243	842.00
		PO-331245	500.00
189945	YMCA OF ORANGE COUNTY	CL-131604	19,907.17
189946	YMCA OF ORANGE COUNTY	CL-131605	23,898.41
189947	YMCA OF ORANGE COUNTY	CL-131606	24,260.74
189948	YMCA OF ORANGE COUNTY	CL-131607	20,232.58
		CM-140056	1,469.45-
		CM-140057	1,629.66-
189949	RODAS, PHILLIP AND CAROLYN	PV-140704	178.99
189950	ALMODOVAR, CASSANDRA	PV-140705	12.00
189951	BLAKE, ROXANE	PV-140706	48.54
189952	BOCKRATH, RYLEN	PV-140707	90.00
189953	BOWDEN, JOANNA	PV-140708	40.75
189954	CAGLE, NATHAN	PV-140709	107.00
189955	CASE, AMY	PV-140710	18.00
189956	CASTRO, STEPHANIE	PV-140711	15.00
189957	COLLINS, JACKSON	PV-140712	9.00
189958	FELDT, HOLLY	PV-140713	98.05
189959	GOLDHAMMER, TATE	PV-140714	80.00
189960	GUNDLACH, JACOB	PV-140715	12.00
189961	HILL, MIKE/SUSAN	PV-140717	69.00
189962	KUOLT, HARLAN	PV-140716	90.00
189963	LUBINSKI, KATHERINE	PV-140718	9.00
189964	MANGANIELLO, GWEN	PV-140719	72.00
189965	MCCLUSKEY, CAYDEN	PV-140720	15.00
189966	MEISSNER, ANDREA	PV-140721	72.00
189967	PERRY, COLIN	PV-140722	107.00
189968	PETERS, LORI	PV-140723	18.00
189969	SCHNEIDER, STERLING	PV-140724	12.00
189970	SIMONYI, RICHARD	PV-140725	16.00
189971	SMATHERS, ROXANNE	PV-140726	62.35
189972	VAZQUEZ, ESMERALDA	PV-140727	18.00
189973	VILLALOBOS, JOSE	PV-140729	21.00
189974	WILLETT, GRIFFIN	PV-140730	10.00
189975	YOGI, STACY	PV-140731	6.11



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting....OCTOBER 2, 2013

Warrant Number	Name of Payee	Reference Number	Amount
189976	YORBA, CRISTA	PV-140732	18.00
189977	YSLAS, BOBBIE SUE	PV-140733	35.49
189978	VERMEULEN, DONALD	PV-140728	39.76
189979	ADAMSON, CORAL	PV-140738	37.29
189980	BENE, CHERI	PV-140739	57.63
189981	BUCKMAN, JENNIFER	PV-140741	84.19
189982	CARTISANO, JENNIFER	PV-140742	423.19
189983	CHRISTMAN-STURM, TRACY	PV-140743	20.34
189984	CLARK, TIFFANY	PV-140744	142.38
189985	COLLINGS, JANICE	PV-140746	115.83
189986	COX, LINDA	PV-140747	69.50
189987	CROSS, MINDY	PV-140748	46.90
189988	DENOEWER, LORI	PV-140749	25.99
189989	FISHER, CLARK	PV-140750	40.68
189990	GINSBERG-BROWN, CLAUDIA	PV-140745	26.56
189991	HANRATTY-RAJA, JENNIPHER	PV-140751	36.73
189992	HERTZ, JANA	PV-140752	38.42
189993	HEUSER, RACHEL	PV-140753	115.26
189994	KROGMAN, DEBRAH	PV-140754	108.48
189995	LAIDLEY, JOANIE	PV-140755	64.41
189996	LUDLOW, JACK	PV-140756	54.24
189997	PINKERTON, DAN	PV-140757	83.06
189998	SHAH, RANA	PV-140758	61.02
189999	STURDEVANT-BROWN, LORI	PV-140759	35.60
190000	WYNNE, LAUREN	PV-140760	15.82
190001	YANAURA, MARK	PV-140762	31.64
190002	A Z BUS SALES INC	PO-330865	3,220.32
190003	ADVANTAGE RADIATOR	PO-331575	81.65
190004	APPLE TEXTBOOKS	PO-330585	1,183.12
190005	ARTESIA SAWDUST	PO-330210	3,375.40
190006	BEACH CITIES GLASS	PO-330234	3,093.40
190007	BEE MAN	PO-331234	649.00
190008	BRINKS INC.	PO-330101	155.31
190009	CALIF STEEPLEJACK & PAINTING	PO-331624	901.10
190010	CAPISTRANO GOLF CARS	PO-331446	838.97
190011	CDW GOVERNMENT INC.	PO-330795	54.00
190012	CLEAN ENERGY	PO-330853	1,510.63
190013	COMPLETE OFFICE OF CA	PO-330362	72.97
		PO-330384	53.99
190014	CULVER-NEWLIN	PO-324363	991.87
190015	DAY LITE MAINTENANCE	PO-331292	10,813.44
190016	GANAHL LUMBER	PO-330225	7,246.83
190017	LAWNMOWERS ETC	PO-331572	3,816.29
190018	CONSTRUCTIVE PLAYTHINGS	PO-331378	223.93
190019	MISSION SAN JUAN CAPISTRANO	PV-140736	500.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting....OCTOBER 2, 2013

Warrant Number	Name of Payee	Reference Number	Amount
190020	OXFORD ACADEMY	PO-330300	2,624.00
190021	THOUSAND PINES OUTDOOR SCHOOL	PO-331600	13,939.20
190022	BEST BEST & KRIEGER LLP	CL-131574	9,201.08
		PO-325201	879.00
190023	BOYS TOWN CALIFORNIA INC.	PO-330803	7,579.00
190024	HARBOTTLE LAW GROUP	PO-330824	475.84
190025	KIM AND/OR, CHANDRA	CL-131354	115.18
		PO-331707	44.94
190026	SHOFNER, BRIANNA	PV-140761	400.00
190027	MOULTON NIGUEL WATER	PO-330245	5,589.76
190028	SAN DIEGO GAS & ELECTRIC	PO-330248	92,827.81
190029	SANTA MARGARITA WATER	PO-330247	2,890.63
190030	SO CAL GAS CO	PO-330249	666.30
190031	OPPORTUNITY FOR LEARNING	PO-331810	169,257.00
190032	ACT	PO-330258	375.00
190033	ALL GREEN ELECTRONICS	PO-331740	320.00
190034	APPLE COMPUTER INC	PO-331522	3,365.28
		PO-331645	2,735.04
190035	BADEN SPORTS INC	PO-331576	58.50
190036	CAMCOR INC	PO-331149	2,854.06
190037	CAROLINA BIOLOGICAL SUPPLY CO	PO-330908	78.08
190038	CLARK SECURITY	PO-330228	910.44
190039	COMMUNICATIONS USA	CL-130604	756.00
190040	COMPLETE OFFICE OF CA	PO-330102	364.84
		PO-330309	45.33
		PO-330718	117.58
		PO-331253	225.57
		PO-331777	2,740.21
190041	COSTCO S.J.C.	PO-331303	62,025.26
190042	CROWN VALLEY TRANS	PO-331629	229.00
190043	CULVER-NEWLIN	CL-130721	2,156.54
		PO-330627	336.96
		PO-330925	4,222.89
190044	DANIELS TIRE SERVICE	PO-330869	2,157.26
190045	DENAULT'S HARDWARE	PO-330201	83.04
190046	DOCUMENT TRACKING SERVICES	PO-331718	13,740.00
190047	DPF FILTERS INC.	PO-331505	1,820.00
190048	DUNN-EDWARDS CORP	PO-330229	614.84
190049	ETA/ HAND 2 MIND	PO-330904	241.00
190050	FLINN SCIENTIFIC INC	PO-330907	556.09
190051	FOLLETT EDUCATIONAL SVC	PO-330587	1,305.12
		PO-330593	1,318.09
		PO-330621	1,805.49
		PO-330622	2,129.76
		PO-331406	380.76

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....OCTOBER 2, 2013

Warrant Number	Name of Payee	Reference Number	Amount
190052	FOLLETT LIBRARY RESOURCES	PO-331186	266.85
		PO-331194	221.45
		PO-331196	230.02
		PO-331198	136.49
		PO-331204	271.29
		PO-331206	134.23
		PO-331209	514.41
		PO-331210	300.84
		PO-331214	176.23
		PO-331215	156.62
		PO-331217	519.67
190053	FREEWAY AUTO SUPPLY	PO-330860	330.85
190054	GOLDEN RULE BINDERY	PO-331532	2,515.06
		PO-331534	719.63
		PO-331537	1,986.74
190055	GOV CONNECTION INC	PO-331459	61.30
190056	HANDWRITING W/O TEARS	PO-330355	1,056.70
		PO-331088	126.55
		PO-331473	1,810.03
		PO-331496	3,058.05
		PO-331618	427.75
190057	LAWNMOWERS ETC	PO-331572	2,183.55
190058	E. STEWART AND ASSOCIATES	PO-330434	2,160.00
190059	HELLAS CONSTRUCTION INC.	CL-131207	7,000.00
190060	MAIER INTERNATIONAL INC	PO-331709	5,291.00
190061	ORANGE CTY DEPT EDUC	PO-331427	6,500.85
190062	RUIZ & SPEROW	PO-331781	69.91
190063	TANDUS FLOORING INC.	PO-331320	8,106.66
		PO-331322	2,033.41
190064	WEST COAST ARBORISTS INC.	CL-130115	11,925.00
		PO-331863	21,465.00
		PO-331867	29,521.00
		PO-331868	26,235.00
190065	HELLAS CONSTRUCTION INC.	CL-131205	3,600.00
		CL-131206	4,700.00
190066	DSA	PO-331816	49.00
		PO-331817	735.00
		PO-331819	245.00
190067	DANNIS WOLIVER KELLEY	PO-331676	18,791.50
		PV-140807	857.50
190068	MEET THE MASTERS INC	PO-331418	1,000.00
190069	MAGNETIC ATTRACTIONS	PO-330993	306.25
190070	MCGRAW-HILL COMPANIES	PO-330625	4,206.66
190071	MOBILE COMM REPAIR INC	PO-331274	1,020.60
		PO-331803	715.76

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....OCTOBER 2, 2013

Warrant Number	Name of Payee	Reference Number	Amount
190072	ORANGE COUNTY REGISTER	PO-330406	2,471.14
190073	PATHWAY COMMUNICATIONS LTD.	PO-331176	160.70
		PO-331182	803.52
190074	PEARSON EDUCATION	PO-330608	1,400.90
		PO-331055	1,551.35
190075	PELLETS INC	PO-330909	162.25
190076	PERMA-BOUND	PO-331077	1,373.43
190077	PSYCHEMEDICS	PO-330713	176.00
190078	QUALITY TOWING	PO-331565	352.00
190079	REDONDO BEACH USD	PO-331776	7,000.00
190080	RICKS TRAILER SUPPLY	PO-331321	762.07
190081	RINCON TRUCK PARTS	PO-331441	124.92
190082	RUSCO INC	PO-331138	15,093.00
190083	SAF-COM SUPPLY	PO-331694	1,969.57
190084	SCHOOL SERVICES OF CALIF	CL-131622	600.00
190085	SCHOOL SPECIALTY	PO-331577	78.19
190086	SCOTT FORESMAN	PO-330026	8,020.39
		PO-330032	10,077.83
		PO-330033	6,715.30
		PO-330049	17,954.81
190087	SIEMENS HEARING INSTRUMENTS	PO-331545	424.00
190088	SMART & FINAL	PO-330323	156.17
		PO-331516	146.91
190089	SOUTHERN COUNTIES LUBRICANTS	PO-330871	6,255.95
190090	SPORT CHALET	PO-330285	11,749.97
190091	SPORTS FACILITIES GROUP INC	PO-331236	5,793.00
190092	TECH4LEARNING	PO-330650	162.00
190093	TEXTBOOK WAREHOUSE	PO-330590	2,508.55
		PO-330745	528.00
190094	TIME FOR KIDS	PO-330280	375.70
190095	TIME TIMER	PO-330569	30.00
190096	VISTA HIGHER LEARNING	PO-331607	1,563.09
		PO-331608	2,539.28
		PO-331611	1,451.87
		PO-331614	4,740.19
190097	WATCH MINDER	PO-330571	84.05
190098	WATERLINES TECHNOLOGIES INC	PO-331136	1,008.84
190099	WESTERN PUMP	PO-331561	221.25
190100	WHITE CAP	PO-330172	60.47
190101	YORK INDUSTRIES	PO-330941	959.04
190102	ZEP MANUFACTURING CO	PO-330875	162.86
190103	AUGUSTIN EGELSEE LLP	PO-331725	7,500.00
190104	BOYS TOWN CALIFORNIA INC.	PO-330803	4,836.00
190105	GOODWILL INDUSTRIES OF ORANGE	PO-330755	3,186.00
190106	JANNEY, MICHAEL & VANESSA	PO-331773	667.80

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....OCTOBER 2, 2013

Warrant Number	Name of Payee	Reference Number	Amount
190107	KIDS INSTITUTE FOR DEVELOPMENT	PO-331683	7,590.00
190108	LAW OFFICES OF KATHLEEN LOYER	PO-331726	3,300.00
190109	LAW OFFICES OF MICHELLE ORTEGA	PO-331314	716.86
190110	ORANGE CTY DEPT EDUC	PO-331815	4,866.84
190111	PARADIGM HEALTH CARE SERVICES	PO-331416	4,472.50
190112	CAPPO	PO-331779	396.00
190113	CAPPO INC - OC CHAPTER	PO-331780	195.00
190114	ORANGE COUNTY DEPT OF EDUCATIO	CL-131696	85.00
		PO-330455	25.00
		PO-330810	450.00
		PO-330814	50.00
		PO-330828	50.00
190115	PETTEY, STEPHANIE	PV-140808	90.00
190116	LORIEGA, ALICIA	PV-140818	330.00
190117	OCHOA, YECENIA	PV-140820	20.00
190118	TOPOR, ARIANA	PV-140823	22.00
190119	ANDERSON, JAQUELINE	PV-140806	224.00
190120	BASTI, NINA	PV-140809	224.00
190121	BEH, HEIDI	PV-140810	157.50
190122	BROGDON, JENNIFER	PV-140811	336.00
190123	CHA-XIN XIN, TINA	PV-140812	224.00
190124	CUENCA, RICHARD	PV-140813	568.00
190125	HEBBARD, PAUL	PV-140814	224.00
190126	HERNANDEZ, MELISSA	PV-140815	224.00
190127	KISOOK, PARK	PV-140816	315.00
190128	LAROCQUE, CARRIE	PV-140817	157.50
190129	MEEHAN, DAN	PV-140819	315.00
190130	SCHREINER, NATALIE	PV-140821	224.00
190131	TAGLE, TIFFANY	PV-140822	224.00
190132	WALKER, MEGAN	PV-140824	448.00
190133	JOURNEY CHARTER SCHOOL	CL-131778	1,870.00
190134	PC MALL GOV	CL-131155	149.25
		PV-140825	63.81
190135	CAPISTRANO UNIFIED SCHOOL DIST	PO-330320	52,643.05
190136	MERCER HEALTH & BENEFITS LLC	PO-325062	8,333.33
190137	METROPOLITAN EMPLOYEES	PO-330327	20,820.00
		PO-330340	3,683,807.39
190138	SAN DIEGO GAS & ELECTRIC	PO-330248	78,572.40
190139	SANTA MARGARITA WATER	PO-330247	3,370.58
190140	SO CAL GAS CO	PO-330249	3,963.60
190141	SO COAST WATER DIST	PO-330224	6,927.67
190142	WLC ARCHITECTS INC	CL-130817	1,976.00
		PO-324660	7,680.00
190143	BEST BEST & KRIEGER LLP	PO-325201	25.00
190144	CAMPCO	PO-330830	20,748.58

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....OCTOBER 2, 2013

Warrant Number	Name of Payee	Reference Number	Amount
190145	JOCHAM, SARA	PV-140828	360.42
190146	RODRIGUEZ, LEILAH	PV-140827	21.47
190147	SPEECH & LANGUAGE DEVEL	PO-330635	3,357.75
		PO-330642	3,172.50
		PO-330797	3,588.00
		PO-331680	4,461.75
190148	US BANK CORP PAYMENT SYSTEM	-	
		PV-140834	10,871.35
		PV-140835	702.06
		PV-140836	2,817.47
190149	US BANK CORP PAYMENT SYSTEM	-	
		PV-140836	1,847.10
		PV-140837	10,876.58
190150	US BANK CORP PAYMENT SYSTEM	PV-140837	1,330.89
190151	US BANK CORP PAYMENT SYSTEM	PV-140834	220.00
		PV-140837	698.00
190152	1 DAY PAINT AND BODY	PO-331641	1,130.60
190153	MILLER MECHANICAL	PO-331563	663.40
190154	MUSIC & ARTS	PO-330135	1,569.33
190155	NATIONWIDE FIRE PROTECTION	PO-331673	2,564.52
190156	OFFICE DEPOT	PO-331517	52.15
190157	OLESINSKI KEN &/OR CYNTHIA	PO-330776	40.18
190158	ONE STOP BINDERY	PO-330150	2,915.00
190159	PACWEST AIR FILTER LLC	PO-330420	9,708.49
190160	PATHWAY COMMUNICATIONS LTD.	PO-331165	883.23
		PO-331168	883.23
		PO-331170	1,766.45
		PO-331172	321.41
190161	PC MALL GOV	PO-331603	3,582.00
190162	PEARSON ASSESSMENTS	PO-330939	2,477.53
190163	PRAXAIR	PO-330199	489.41
		PO-330856	109.73
190164	PROFESSIONAL INTEGRATION LLC	PO-331717	32,465.60
190165	PRUDENTIAL OVERALL SUP	PO-330144	65.72
		PO-331665	45.36
190166	RICK TROW PRODUCTIONS	PO-330849	462.56
190167	RICKS TRAILER SUPPLY	PO-331321	573.43
190168	RINCON TRUCK PARTS	PO-330886	3,339.72
		PO-331441	10,205.27
190169	SOUTH COAST ANSWERING SERVICE	PO-330191	398.96

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....OCTOBER 2, 2013

Warrant Number	Name of Payee	Reference Number	Amount
190170	SOUTHWEST SCHOOL SUPPLY	-	
		PO-330093	3,909.66
		PO-330094	3,218.01
		PO-330095	194.53
		PO-330277	2,985.21
		PO-330291	101.11
		PO-330308	2,492.05
		PO-330315	2,871.35
		PO-330319	1,791.49
		PO-330326	258.59
		PO-330328	451.58
		PO-330332	727.21
		PO-330335	1,731.45
		PO-330338	1,944.84
		PO-330341	229.14
		PO-330347	261.46
		PO-330349	154.47
		PO-330369	1,421.97
		PO-330370	4,372.53
		PO-330371	1,903.53
		PO-330381	2,602.16
		PO-330385	265.91
		PO-330386	5,347.76

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting....OCTOBER 2, 2013

Warrant Number	Name of Payee	Reference Number	Amount
190171	SOUTHWEST SCHOOL SUPPLY	-	
		PO-330387	1,270.01
		PO-330388	2,596.26
		PO-330390	1,221.65
		PO-330391	2,166.99
		PO-330393	823.27
		PO-330394	2,046.73
		PO-330395	401.43
		PO-330396	3,532.21
		PO-330397	3,521.44
		PO-330513	550.84
		PO-330554	309.96
		PO-330574	495.51
		PO-330670	138.47
		PO-330675	246.49
		PO-330676	1,284.07
		PO-330693	2,563.22
		PO-330699	1,585.73
		PO-330709	236.44
		PO-330919	922.59
		PO-330998	354.83
		PO-331018	139.19
		PO-331019	91.76
		PO-331290	1,910.91
		PO-331299	1,977.51
		PO-331382	88.56
		PO-331456	91.00
		PO-331510	392.07
		PO-331511	2,327.36
190172	SOUTHWEST SCHOOL SUPPLY	PO-331511	186.69
		PO-331512	6,788.06
		PO-331527	98.81
		PO-331689	1,046.80
190173	STAPLES ADVANTAGE	PO-330673	67.67
190174	THE PAINT STORE	PO-330882	44.75
190175	TIFCO INDUSTRIES	-	
		PO-330872	3,200.88
190176	TIFCO INDUSTRIES	PO-330872	843.21
190177	TIME FOR KIDS	PO-330356	924.00
190178	TRANSTRAKS	PO-331743	8,475.00
190179	TRIPLE A PUMPING & JETTING	PO-331531	585.00
190180	TUTTLE-CLICK FORD	PO-331337	945.36
190181	UNIQUE SWEEPING	PO-331560	270.00
190182	UNITED RENTALS	PO-330208	414.67
190183	WATERLINES TECHNOLOGIES INC	PO-331136	2,665.60



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....OCTOBER 2, 2013

Warrant Number	Name of Payee	Reference Number	Amount
190184	WAYSIDE PUBLISHING	PO-331054	408.17
190185	WESTSIDE TEAM SPORTS	PO-330725	1,986.68
190186	WON-DOOR CORPORATION	PO-331657	343.10
190187	ACORN NATURALISTS	PO-330868	151.81
190188	BARRETT-ROBINSON INC	PO-331462	1,871.00
190189	BAYSCAN	PO-331729	137.70
190190	BOYCE INDUSTRIES	PO-330547	580.09
190191	CAL-STATE AUTO PARTS INC	PO-331558	457.41
190192	CMS COMMUNICATIONS INC	PO-330410	1,463.26
190193	COMPLETE OFFICE OF CA	PO-330102	130.54
		PO-331777	20.51
190194	DENAULT'S HARDWARE	PO-330201	149.96
190195	DM COLOR EXPRESS	PO-330185	635.04
190196	DRIVELINES INCORPORATED	PO-331640	345.40
190197	DUNN-EDWARDS CORP	PO-330229	1,078.83
190198	EBERHARD EQUIPMENT	PO-330162	15,834.00
190199	FRICITION MATERIALS CO.	PO-330870	4,070.77
190200	GANAHL LUMBER	PO-330225	9,512.39
190201	HD SUPPLY FACILITIES MAINTN	PO-330233	680.43
190202	HYDRO-SCAPE PRODUCTS INC	PO-330416	17,546.23
190203	INTERSTATE BATTERIES	PO-331556	1,035.55
190204	IPC USA	PO-331042	98,846.09
190205	JOHN DEERE LANDSCAPES	PO-330417	5,622.61
190206	JOHNSTONE SUPPLY	PO-330418	6,655.79
190207	KENNYS AUTO UPHOLSTERY	PO-331639	1,356.40
190208	KNORR SYSTEMS INC	PO-331440	6,599.64
190209	LOCAL JANITORIAL & VACUUM	PO-330206	3,504.40
190210	BENS ASPHALT	CL-131204	50,555.00
		PO-330595	5,320.00
		PO-331649	11,074.80
		PO-331940	3,750.00
190211	CONSOLIDATED ELECT DISTR	PO-330433	9,116.14
190212	PACIFIC MOBILE HOME CONS	PO-331277	3,900.00
190213	PACIFIC PLUMBING COMPANY OF	PO-331262	3,255.24
190214	DSA	PO-331942	49.00
190215	XEROX CORPORATION	PO-331881	50,790.60
		PO-331884	213,430.04
		PO-331964	47,644.00
190216	OPPORTUNITY FOR LEARNING	PV-140846	50,464.00
		PV-140847	5.90
190217	CROWLEY, HEIDI	PV-140848	42.11
190218	DANA PARTY SUPPLIES	PV-140849	375.62
190219	HENDRIX, JEFFREY	PV-140850	69.00
190220	JENKINS, ERIN	PV-140851	72.00
190221	JUNG, ALEX	PV-140852	87.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....OCTOBER 2, 2013

Warrant Number	Name of Payee	Reference Number	Amount
190222	MCGOWAN, DARLENE	PV-140853	15.00
190223	MCPHILLIPS, NANCY	PV-140854	205.16
190224	NEIRA, NATHAN	PV-140855	44.00
190225	NELSON, AUSTIN	PV-140856	15.00
190226	NIETO, DIANA	PV-140857	310.75
190227	PULIDO, DEBBIE	PV-140858	10.40
190228	REASON, DENISE	PV-140859	72.00
190229	VENERACION, JACOB	PV-140860	15.00
190230	WEXLER, LANDON	PV-140861	15.00
190231	BRADLEY, JUDITH S	PV-140862	37.86
190232	DIXON, AURORA	PV-140863	22.60
190233	GLIDDEN, ERIN	PV-140864	8.48
190234	GOFORTH, KRYSTYN	PV-140865	24.86
190235	HIGHTOWER, SHERI	PV-140866	119.78
190236	KIMINAS, ANTHONY	PV-140867	98.31
190237	KLISTER, PAMELA	PV-140868	25.99
190238	NGUYEN, PAUL	PV-140869	98.31
190239	PRIMICIAS, MELISSA	PV-140870	53.11
190240	REEDER, MELISSA	PV-140871	175.15
190241	SIELING, TARA	PV-140872	25.99
190242	TALILI, MAILUMAI	PV-140873	120.35
190243	ALVARADO, LUIS & CYNTHIA	PV-140875	579.69
190244	BELLOMO, PHILIP &/OR KATHY	PV-140876	214.70
190245	BOYD, VALERIE	PV-140877	96.50
190246	LIDDLE, DREW & LESLIE	PV-140878	158.65
190247	NGUYEN, TRISHA T.	PV-140879	339.80
190248	NICOLL, THOMAS & HEIDI	PV-140880	227.58
190249	PARSELL, JEFFREY OR KELLY	PV-140881	374.26
190250	QUENGA, JOSEPH OR TRACY	PV-140882	1,192.15
190251	RANGEL, CYNTHIA	PV-140883	256.28
190252	ROTH, JAY &/OR KERI	PV-140884	93.97
190253	YUEN, ALBERT & TONG, CHARLENE	PV-140885	280.69
190254	CAPISTRANO UNIFIED SCHOOL DIST	PO-330320	65,721.75
344 Warrants			\$5,948,019.05

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
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

**Attachment 3**

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
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
Certified Transportation Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
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**

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
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
Dominos Pizza	Bid No. 1112-07 Pizza Service	8/24/2011
E. Stewart & Assoc, Inc.	Bid No. 1213-02 - Weed Abatement	5/23/2012
Edenco, Inc.	RFQ/P No. 2-1011, Construction Manager/District Representative	9/28/2010
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
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
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
Hollandia Dairy	Bid No. 1011-08 Milk and Dairy Products	3/8/2011
Hot Dogger Tours, Inc. dba Gold Coast Tours	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
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. 1011-07 Co-Curricular Bus Service	11/9/2010
Johnstone Supply	County of Orange Contract No. MA-080-1701016 - Air Conditioning, Refrigeration Equipment, Parts & Supplies	8/24/2011
Jostens	RFP No. 2-1314 High School Products and Senior Services	9/11/2013
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009
Knowland Construction Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
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

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
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. 1011-07 Co-Curricular Bus Service	11/9/2010
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
Roadways International, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Safeco Insurance Co. of America, Liberty Mutual Insurance Company	Bid No. 1011-11, CVHS Theater	10/8/2012
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
Southwest School and Office Supply	Placentia Yorba Linda, Bid No. 211-12, Supplies	1/25/2012
Sparkletts	County of Orange Master Agreement No. MA-017-13011174, Bottled Water	7/24/2013
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	9/14/2010
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	5/23/2012
Stradling Yocca Carlson & Rauth	RFQ No. 10-0809 General Legal Services	12/15/2009

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
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. 1011-07 Co-Curricular Bus Service	11/9/2010
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
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 OF 250K AS OF 10/2/13

2013-14

145322 AMS.NET INC	316,790.56
112173 ASCIP	1,836,962.00
049767 BENS ASPHALT	557,783.93
118161 CAPISTRANO CONNECTIONS ACADEMY	2,647,130.72
120141 CAPISTRANO UNIFIED SCHOOL DIST	946,058.28
146265 COMMUNITY ROOTS	496,213.22
122828 CORVEL ENTERPRISE COMP INC	627,677.41
105873 JOURNEY CHARTER SCHOOL	419,226.00
120832 METROPOLITAN EMPLOYEES	14,807,632.69
143679 NETWORK HARDWARE RESALE	257,826.00
113144 OPPORTUNITY FOR LEARNING	690,170.15
066570 ORANGE COUNTY DEPT OF EDUC	766,848.47
146264 OXFORD ACADEMY	1,058,407.48
078255 SAN DIEGO GAS & ELECTRIC	1,684,348.57
122718 SOUTHERN CALIFORNIA EDISON	457,585.29
147868 US BANK	2,453,227.37
099210 XEROX CORPORATION	515,319.06



<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Mr. Edward Horowitz	\$2,000.00	Non-Instructional Supplies	Aliso Viejo Middle School
CARE Foundation, Inc.	\$3,000.00	Mind Institute Math Program	Ambuehl Elementary School
Arroyo Vista K-8 School PTA	\$15,750.00	Certificated Teacher's Salary	Arroyo Vista K-8 School
Arroyo Vista K-8 School PTA	\$10,000.00	Instructional Assistance for Science	Arroyo Vista K-8 School
Arroyo Vista K-8 School PTA	\$3,453.00	Meet the Masters Program	Arroyo Vista K-8 School
Arroyo Vista K-8 School PTA	\$111.39	Meet the Masters Art Supplies	Arroyo Vista K-8 School
Arroyo Vista K-8 School PTA	\$1,009.36	SchoolLoop 2013-2014	Arroyo Vista K-8 School
GreenSneakers	\$42.50	Instructional Supplies	Bathgate Elementary School
Ms. Cheryl Redding	\$100.00	Instructional Supplies	Bergeson Elementary School
Ms. Cheryl Redding	\$40.00	Instructional Supplies	Bergeson Elementary School
Gaynor Software Services, Inc.	\$100.00	Instructional Supplies	Bernice Ayer Middle School
Ms. Laurie R. Melby	\$200.00	Instructional Supplies	Bernice Ayer Middle School
Target Corporation	\$541.74	Instructional Supplies	Bernice Ayer Middle School
United Way	\$100.00	Instructional Materials	Don Juan Avila Elementary School
George White Elementary School PTA	\$21,000.00	Primary Music Funding	George White Elementary School
Target Corporation	\$367.82	Instructional Materials	Ladera Ranch Middle School
Vending Plus	\$17.95	Instructional Materials	Laguna Niguel Elementary School
Target Corporation	\$673.07	Instructional Materials	Laguna Niguel Elementary School
GreenSneakers	\$517.50	Instructional Supplies	Las Flores Middle School
Target Corporation	\$655.38	Instructional Supplies	Las Flores Middle School
Mr. Eduardo Rebollos-Pedraza	\$125.00	Early Childhood Programs	Learning Link - Hidden Hills Elementary School
Mr. & Mrs. Sergio Saavedra	\$125.00	Early Childhood Programs	Learning Link - Hidden Hills Elementary School
Mr. & Mrs. Jose Pedraza	\$125.00	Early Childhood Programs	Learning Link - Las Palmas Elementary School
Mrs. Tara Yuan	\$125.00	Early Childhood Programs	Learning Link - Las Palmas Elementary School
Mrs. Rachel Koenig	\$125.00	Early Childhood Programs	Learning Link - Las Palmas Elementary School
Mr. & Mrs. Todd Rohm	\$125.00	Early Childhood Programs	Learning Link - Las Palmas Elementary School
Mr. & Mrs. Patrick Keenan	\$200.00	Early Childhood Programs	Learning Link - Las Palmas Elementary School
Mr. & Mrs. Juan Gomez	\$125.00	Early Childhood Programs	Learning Link - Las Palmas Elementary School
Mrs. Marii Bakker	\$125.00	Early Childhood Programs	Learning Link - Las Palmas Elementary School
Mr. & Mrs. Jeff Cohen	\$125.00	Early Childhood Programs	Learning Link - Viejo Elementary School
Marblehead Elementary School PTA	\$2,548.00	Art Masters Program	Marblehead Elementary School
Moulton Elementary School PTA	\$113.57	Instructional Supplies	Moulton Elementary School
GreenSneakers	\$83.50	Instructional Supplies	Moulton Elementary School
Pumpkin City, Inc.	\$200.00	Technology	Newhart Middle School
Target Corporation	\$2,000.00	After School Bears Book Club	Oso Grande Elementary School
Target Corporation	\$923.38	Instructional Supplies	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$5,164.00	Science Camp Transportation	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$13,125.00	5th Grade Science Camp	Oso Grande Elementary School
Reilly School Foundation	\$1,045.00	5th Grade Assembly	Philip Reilly Elementary School
Philip J. Reilly School PTA	\$15,750.00	2013-2014 Primary Music Program	Philip Reilly Elementary School
Philip J. Reilly School PTA	\$5,498.00	2013-2014 Art Masters Program	Philip Reilly Elementary School
RH Dana Elementary School	\$1,000.00	Meet the Masters Art Program	RH Dana Elementary School
Ms. Lina G. Perez	\$100.00	Instructional Supplies	San Juan Elementary School

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Target Corporation	\$2,000.00	Instructional Materials	San Juan Elementary School
Target Corporation	\$419.33	Instructional Materials	San Juan Elementary School
Laguna Niguel Presbyterian Church	\$311.00	Instructional Supplies	San Juan Elementary School
Target Corporation	\$1,071.96	Instructional Supplies	San Juan Hills High School
Shorecliffs MS Educational Foundation	\$2,586.64	SchoolLoop 2013-2014	Shorecliffs Middle School
Mentor Graphics	\$100.00	Additional Hours for Student Supervisor	Tijeras Creek Elementary School
Target Corporation	\$1,908.32	Instructional Supplies	Truman Benedict Elementary School
Vista del Mar Middle School PTA	\$883.22	Instructional Supplies	Vista del Mar Middle School
Wood Canyon ES Foundation, Inc.	\$10,500.00	Primary Music Funding	Wood Canyon Elementary School
	\$128,335.63		

**OCTOBER 23, 2013 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
PSA	1314109	3	Special Ed	ILife Spirit Speech Pathology, Incorporated	Provide Independent Educational Evaluations (IEE) for Speech and Language Evaluations	10/24/2013-10/23/2014	\$ 4,000.00
PSA	1314110	3	Special Ed	Brent M. Cooper	Provide Independent Educational Evaluations (IEE) for Psycho-Educational Evaluations	10/24/2013-10/23/14	\$ 10,000.00

TOTAL \$ 14,000.00

**NEW AGREEMENT RATIFICATIONS**

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1314111	3	Special Ed	Kathleen Kaser	Provide Braille Transcription Services	9/26/2013-9/25/2014	\$ 10,000.00
ICA	1314114	3	Special Ed	Matthew Williams	Provide Braille Transcription Services	9/26/2013-9/25/2014	\$ 15,000.00
PSA	1314112	3	Special Ed	Speech & Language Development Center	Provide Comprehensive Augmentative and Alternative Communication Evaluations	9/1/2013-8/31/14	\$ 1,500.00
ICA	1314113	3	Title III	Professional Tutors of America	Provide Tutoring Services to Immigrant Ed Students	9/26/2013-9/25/2014	\$ 31,350.00
ICA	1314101	5	Transportation	Mobile Fleet Wash	Wash School Buses	9/17/2013-9/16/14	\$ 20,000.00
ICA	1314083	5	Insurance	PSC Environmental Services, LLC	Segregations, Packaging, Profiling, Manifesting and Transportation of Hazardous Waste for Disposal of Secondary School Sites	8/15/2013-8/14/2014	\$ 19,000.00
FSA	1314106	5	ASB	Optimikx Productions LLC	Audio System in Gymnasium	7/30/2013-Upon Completion	\$ 42,091.43
ICA	1314089	5	M&O	Animal Pest Management Services, Incorporation	Pest Control Services As Needed Districtwide	8/26/2013-8/25/2014	\$ 40,000.00

TOTAL \$ 178,941.43

**AMENDMENTS**

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
PSA	1213027	3	Special Ed	Orange County Therapy Services	Occupational and Physical Therapy	To Pay for Additional Services Requested by the District	\$ 50,000.00

TOTAL \$ 50,000.00

**OCTOBER 23, 2013 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
MCA	1314063	3	Special Ed	New Haven Youth and Family Services	Basic Education Program/Special Education Instruction	Revised Fee Schedule	N/A

TOTAL                      N/A

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.



## PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of October 24, 2013 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").

### LIFE SPIRIT SPEECH PATHOLOGY, INCORPORATED

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 \$4,000.00 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 October 24, 2013 through October 23, 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 \_\_\_\_\_

EXHIBIT A  
FEE SCHEDULE

<p><b>Life Spirit Speech Pathology, Inc.</b> 26284 Oso Road San Juan Capistrano, Ca. 92675 Phone: 949 842-9557 Fax: 949 240-0536</p> <p>Tax ID # 20 5079354</p> <p>NPI: 1679691703</p>
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**Fee Schedule 2013**

**EVALUATIONS:**

Speech Assessment:	\$350.00
Speech Fluency Assessment:	\$500.00
Speech Language Assessment:	\$750.00

**TREATMENT:**

1-hour individual:	\$150.00
½ hour individual:	\$75.00

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

## 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:\_\_\_\_\_







## PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of October 24, 2013 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").

### **BRENT M. COOPER**

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 October 24, 2013 through October 23, 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 \_\_\_\_\_

EXHIBIT A

**Brent M. Cooper**  
**Licensed Educational Psychologist**  
**116 West Avenida Gaviota**  
**San Clemente, California 92672**  
**brent@elpaseotesting.com**  
**760-342-4900**

**Fee Schedule:**

Independent Educational Evaluation (Psycho-educational evaluation with comprehensive report including Review of records, Observations, interviews, and tests)  
\$3,950

**IEP Meeting:**

\$120 per hour

**Mileage:**

.51 cents per mile

**Payment Due:** Upon completion of psycho-educational report and presenting report at IEP Meeting.

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

Brent Cooper  
Licensed Educational Psychologist  
License Number: LEP 2794

## 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 complete 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: \_\_\_\_\_





## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of October 23, 2013, 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").

### KATHLEEN KASER

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 amendment.

Term of Agreement. The term of this base Agreement is for one year commencing September 26, 2013 through September 25, 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 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      [X] 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: \_\_\_\_\_

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: \_\_\_\_\_

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address \_\_\_\_\_

Email Address: \_\_\_\_\_

FEIN/SSN \_\_\_\_\_

**EXHIBIT A**  
**FEE SCHEDULE**

Kathleen Kaser  
8395 Jane Street  
San Diego, CA 92129  
(858-442-3162  
[kathykaser@hotmail.com](mailto:kathykaser@hotmail.com)

Braille Transcription Services - \$35.00 per hour

Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed or Printed Name \_\_\_\_\_

Exhibit A

SPECIAL CONDITIONS

ICA 1314111

KATHLEEN KASER

**Article 10, Insurance.** *Reduce insurance limits of One Million dollars (\$1,000,000) to Five Hundred Thousand \$500,000*

Insurance Pursuant to Section 9, Contractor agrees to carry commercial general liability insurance and automobile liability insurance with limits of One Million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of 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 officers, agents and employees as additional insured's by separate endorsement under said policy.







## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of October 23, 2013, 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").

### MATTHEW WILLIAMS

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 \$15,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing September 26, 2013 through September 25, 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 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      [X] 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: \_\_\_\_\_

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: \_\_\_\_\_

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address \_\_\_\_\_

Email Address: \_\_\_\_\_

FEIN/SSN \_\_\_\_\_

EXHIBIT A

Matthew Williams Enterprises, LLC

Matthew Williams

2013 Fee Schedule

\$3.00 per page Nemeth (math, science and chemistry) and literary braille (No tactile drawings)

\$4.25 per page music braille (No tactile drawings)

\$5.25 per page for tactile drawings for math

\$6.25 per page for tactile drawings for science and chemistry

\$7.25 per page for tactile drawings for music

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

Exhibit A

SPECIAL CONDITIONS

ICA 1314114

MATTHEW WILLIAMS

**Article 10, Insurance.** *Reduce insurance limits of One Million dollars (\$1,000,000) to Five Hundred Thousand \$500,000*

Insurance Pursuant to Section 9, Contractor agrees to carry commercial general liability insurance and automobile liability insurance with limits of One Million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of 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 officers, agents and employees as additional insured's by separate endorsement under said policy.





## PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of October 24, 2013 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").

### SPEECH AND LANGUAGE DEVELOPMENT 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 \$1,500.00 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 September 1, 2013 through August 31, 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: \_\_\_\_\_

**Exhibit A**

**Fee Schedule**

Speech and Language Development Center

8699 Holder Street

Buena Park, CA 90620

(714)821-3620

[hhasson@sldc.net](mailto:hhasson@sldc.net)

Comprehensive Augmentative and Alternative Communication (AAC) evaluation to include interviews with staff, classroom observations, formal testing, trial periods with actual AAC devices and systems, written assessment to cover both student characteristics, as well as the potential advantages and obstacles that exist in the environment. Cost of evaluation additionally includes Assessors IEP (individual Educational Program) meeting attendance to present findings.

Written AAC evaluation \$875.00

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

## 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:\_\_\_\_\_







## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of October 24, 2013, 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").

### PROFESSIONAL TUTORS OF AMERICA, INCORPORATED

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 \$31,350.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing September 26, 2013 through September 25, 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 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: \_\_\_\_\_

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: \_\_\_\_\_

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address \_\_\_\_\_

Email Address: \_\_\_\_\_

FEIN/SSN \_\_\_\_\_



## **FEE SCHEDULE**

### **Capistrano USD – Title III – Immigrant Program**

**Company: Professional Tutors of America, Inc.**

**Contact: Jonas Maceda**

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

**Phone: (800) 832-2487**

**Fax: (714) 996-0625**

**Email: Jonas@professionaltutors.com**

#### **Description of Services:**

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

**Terms of Payment: \$55.00 per hour**

**Rates will be in effect: September 26, 2013 – June 30, 2014.**

**Signature:** Jonas Maceda **Date:** AUGUST 28, 2013

**Name: Jonas Maceda, Program Manager**



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **October 10, 2013**, 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").

### MOBILE FLEET WASH

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 **\$20,000.00** annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing **September 17, 2013 to September 16, 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 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: \_\_\_\_\_

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: \_\_\_\_\_

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address \_\_\_\_\_

Email Address: \_\_\_\_\_

FEIN/SSN \_\_\_\_\_

## EXHIBIT A



**FEE SCHEDULE**  
**PERIOD JULY 1, 2013 – JUNE 30, 2014**

COMPANY NAME: Mobile Fleet Wash  
 REP NAME: Andy de Bruyne  
 E-MAIL ADDRESS: andy@mfw corp. com

## SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:

Bus washing & polishing

## HOURLY RATE:

Description or Classification	Dollar (\$) Amount
bus wash	6.50 each
Large bus Polish	350.00
Medium bus Polish	300.00
Small bus Polish	250.00

## PARTS PERCENTAGE MARK-UP:

n/a

## ANY ADDITIONAL CHARGES:

n/a



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of September 12, 2013, 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").

### PSC ENVIRONMENTAL SERVICES, 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 \$19,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing August 15, 2013 to August 14, 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 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: \_\_\_\_\_

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: \_\_\_\_\_

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address \_\_\_\_\_

Email Address: \_\_\_\_\_

FEIN/SSN \_\_\_\_\_

## EXHIBIT A



**FEE SCHEDULE**  
**PERIOD JULY 1, 2013 - JUNE 30, 2014**

COMPANY NAME: PSC Environmental  
 REP NAME: Jeremy Rosenfeld  
 E-MAIL ADDRESS: Jeremy.Rosenfeld@pscnow.com

## SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:

PSC to provide waste segregating, packing, transportation and disposal for all hazardous, non-hazardous, and universal waste. Including lab chemicals, biological specimens, facility maintenance waste, etc... All documentation is included & provided.

JR  
~~HOURLY RATE:~~

Description or Classification	Dollar (\$) Amount
Environmental Specialist - Slight Time	\$45.68 / hr
Environmental Technician - Slight Time	\$35.83 / hr
Trans per container	\$10.15
stop fee, per location	\$60.40
Drum 55 gal used open top metal	\$30.45
Drum 5 gal used open top poly	\$8.12
Aerosols 12 gal drum disposal	\$101.50
55 gal Paint, loose pack for disposal - levels	\$197.93
55 gal non regulated lab pack for disposal	\$154.28
55 gal Anti-freeze for recycle	\$127.89

## PARTS PERCENTAGE MARK-UP:

N/A

## ANY ADDITIONAL CHARGES:

please email with any specific questions  
pricing to per AICP agreement.



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

**FIELD SERVICES CONTRACT**

THIS CONTRACT is made and entered into this 30 day of July 2013, by and between Optimikx Productions, LLC, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

The CONTRACTOR and the DISTRICT do hereby contract and agree as follows:

1. The Contractor shall furnish the District for an amount not to exceed \$42,091.43 the following:  
Aliso Niguel High School, Gymnasium - audio system design, cabling, misc. installation hardware, programming, and instruction of audio equipment, wiring for six speakers - to include all equipment & materials for the installation
2. The term of the Contract shall begin on Per direction of CUSD M&O and end \_\_\_\_\_.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director of Maintenance & Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

Field Services Agreement 1314106

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

- ☒ W-9 Request for Taxpayer Identification Number and Certification
- ☒ Quote/Proposal, dated 2/16/2013
- ☒ 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)



## EXHIBIT A

Optimikx Productions, LLC

26895 Aliso Creek Road

Suite B - 219

Aliso Viejo, CA 92656

**Invoice**

Date	Invoice #
2/16/2013	201010083

<b>Bill To</b>
Associated Student Body Aliso Niguel High School 28000 Wolverine Way Aliso Viejo, CA 92656

						P.O. No.	Terms	Project	
							Due on receipt		
Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
Audio S...	Audio system design, cabling, misc installation hardware, programming, and instruction of audio equipment below. Wiring for six speakers.	6,872.00			1	6,872.00	100.00%	100.00%	6,872.00
Labor - ...	Structural design of truss placement and related rigging.	5,135.00			1	5,135.00	100.00%	100.00%	5,135.00
Labor - ...	Labor - Technician. Two techs, four days of labor.	2,800.00			4	700.00	100.00%	100.00%	2,800.00
Speaker ...	Passive speaker. Must be used in conjunction with amplifier system. Brand: QSC 12" 2-way. AP5122BK.	4,999.96			4	1,249.99	100.00%	100.00%	4,999.96T
Speaker ...	Speaker bracket for install. M10 kit.	300.00			4	75.00	100.00%	100.00%	300.00T
Audio A...	Audio amplifier for permanent installation. Brand: QSC. Watts: 1700. Channels: 3. CX1102.	1,999.99			1	1,999.99	100.00%	100.00%	1,999.99T
Audio Si...	Audio signal processing. Routes, equalizes and limits signals to prevent system damage. DSP30.	749.99			1	749.99	100.00%	100.00%	749.99T
50% deposit required to process order. Balance due upon completion of project per terms & conditions.						<b>Subtotal</b>			
						<b>Sales Tax (7.75%)</b>			
						<b>Total</b>			
						<b>Payments/Credits</b>			
						<b>Balance Due</b>			

Optimikx Productions, LLC

26895 Aliso Creek Road  
Suite B - 219  
Aliso Viejo, CA 92656

# Invoice

Date	Invoice #
2/16/2013	201010083

Bill To
Associated Student Body Aliso Niguel High School 28000 Wolverine Way Aliso Viejo, CA 92656

P.O. No.	Terms	Project
	Due on receipt	

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
Furman ...	Furman sequencer. Programs which equipment are switched on/off in the proper order to prevent system damage. Includes one-touch system on/off and key control. CN1800S.	399.99			1	399.99	100.00%	100.00%	399.99T
Ashley ...	Ashley Rack Mount Mixer. Channels: 6. Includes input for microphones, CD and aux. MX206.	719.99			1	719.99	100.00%	100.00%	719.99T
CD Play...	Professional CD player. Brand: Denon. Plays CDs, MP3 CDs, and Wav file CDs. DNC615.	449.99			1	449.99	100.00%	100.00%	449.99T
Wireless...	Shure professional-grade wireless microphone and receiver. Choice of hand-held or lapel.	1,299.98			2	649.99	100.00%	100.00%	1,299.98T
Box Tru...	Box truss section. Size: 12" x 10'	2,399.98			2	1,199.99	100.00%	100.00%	2,399.98T
Rolling ...	SKB rolling rack case.	1,249.99			1	1,249.99	100.00%	100.00%	1,249.99T
Video Pr...	5500 professional grade W-XGA video projector. Brand: Eiki. LC-WXL200L.	5,999.99			1	5,999.99	100.00%	100.00%	5,999.99T

50% deposit required to process order. Balance due upon completion of project per terms & conditions.

**Subtotal**

**Sales Tax (7.75%)**

**Total**

**Payments/Credits**

**Balance Due**

Optimikx Productions, LLC

26895 Aliso Creek Road

Suite B - 219

Aliso Viejo, CA 92656

# Invoice

Date	Invoice #
2/16/2013	201010083

Bill To
Associated Student Body Aliso Niguel High School 28000 Wolverine Way Aliso Viejo, CA 92656

P.O. No.						Terms		Project	
						Due on receipt			
Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
Video S...	Manual pull down front video projection screen. Viewable area 7' x 11.6". Brand: Draper. 206219.	1,299.99			1	1,299.99	100.00%	100.00%	1,299.99T
Video In...	Video cables and misc installation hardware/connections for installation, wall panel installation, and signal distribution. Includes design, calibration and programming.	5,540.00			1	5,540.00	100.00%	100.00%	5,540.00
S&H	Shipping and Handling	325.00			1	325.00	100.00%	100.00%	325.00
Scissor ...	Scissor lift rental, delivery, and pickup. One-week rate.	800.00			1	800.00	100.00%	100.00%	800.00
Discount	Multi-event contract discount	-3,000.00				-3,000.00	100.00%	100.00%	-3,000.00
50% deposit required to process order. Balance due upon completion of project per terms & conditions.						<b>Subtotal</b>			
						\$40,341.84			
						<b>Sales Tax</b> <del>7.75%</del> 8% <i>1749.59</i>			
						\$1,694.91			
						<b>Total</b> <i>42,091.43</i>			
						\$42,036.75			
						<b>Payments/Credits</b>			
						\$0.00			
						<b>Balance Due</b>			
						\$42,036.75			

*taxable amount  
21,869.84*





## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of September 26, 2013, 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").

### ANIMAL PEST MANAGEMENT SERVICES, INCORPORATED

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 \$40,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing August 26, 2013 to August 25, 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 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: \_\_\_\_\_

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: \_\_\_\_\_

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address \_\_\_\_\_

Email Address: \_\_\_\_\_

FEIN/SSN \_\_\_\_\_

EXHIBIT A



**FEE SCHEDULE**  
**PERIOD JULY 1, 2013 – JUNE 30, 2014**

COMPANY NAME: Animal Pest Management Services, Inc.  
 REP NAME: Joe Tiano  
 E-MAIL ADDRESS: jtiano@animalpest.com

**SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:**

Rodent pest services

**HOURLY RATE:**

Description or Classification	Dollar (\$) Amount
Service Technician	60.00/hr
Supervisor	80.00/hr
Manager	100.00/hr

**PARTS PERCENTAGE MARK-UP:**

NA

**ANY ADDITIONAL CHARGES:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**AMENDMENT OF AGREEMENT NO. PSA 1213027**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**ORANGE COUNTY THERAPY SERVICES**

Professional Services Agreement No. PSA 1213027 called for an original contract amount of \$100,000.

The agreement with Orange County Therapy Services shall be amended to a “not to exceed” amount of \$150,000, at the prices shown in Exhibit A to this Extension Agreement for the period of July 1, 2013 through June 30, 2014.

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**

**Orange County Therapy Services**

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 6/12/12, 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").

### ORANGE COUNTY THERAPY SERVICES

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 \$200,000.00 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 Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/11/12

#### CONSULTANT

Signature: Janette Moray

Name: Janette Moray

Title: Clinical Director

Address: P.O. Box 73575

San Clemente, CA 92673

Email Address: jmoray@octrtherapy.com

FEIN/SSN: 33-0851322

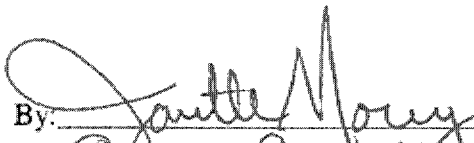


## EXHIBIT B

### 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.

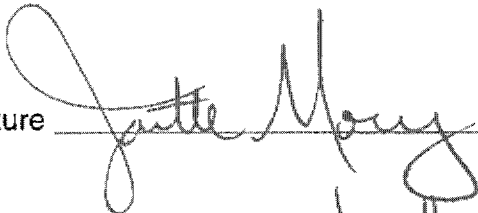
Upon completion of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By:  Date: 6-8-2012  
Orange County Therapy Services

**EXHIBIT A**  
**FEE SCHEDULE**

Orange County Therapy Service  
23293 South Pointe Drive  
Laguna Hills, CA 92653  
(949) 770-5843  
Email: jmore@octherapy.com

Occupational Therapy and Physical Therapy Services  
School based Occupational and Physical Therapy -\$80.00 per hour

Signature  Date 6-8-2012

Typed or Printed Name Janette Morey, Clinical Director

New Address  
P.O. Box 73575  
San Clemente, CA  
92673

**EXTENSION OF AGREEMENT NO. PSA 1213027**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**ORANGE COUNTY THERAPY SERVICES**

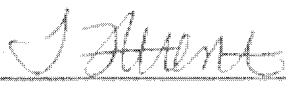
Professional Services Agreement No. PSA 1213027 called for an original contract period of July 1, 2012 through June 30, 2013.


The agreement with Orange County Therapy Services 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**

**Orange County Therapy Services**

By:   
Signature

By:   
Signature

Terry Fluent

Janette Morey  
Print Name

Director, Purchasing

Clinical Director  
Title

Date: 6/6/13

Date: 5-14-2013

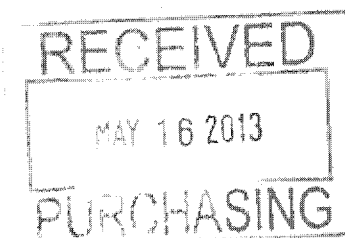


Exhibit A

**2013-2014 FEE SCHEDULE**

**ORANGE COUNTY THERAPY SERVICES  
PO 73575  
SAN CLEMENTE CA 92673  
EMAIL: [jmorey@oetherapy.com](mailto:jmorey@oetherapy.com)**

**Occupational Therapy and Physical Therapy Services are \$80 per hour**

**JANETTE MOREY  
Clinical Director**

**AMENDMENT NO. 2 TO MASTER CONTRACT AGREEMENT  
MCA 1314063**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**NEW HAVEN YOUTH AND FAMILY SERVICES**

Master Contract Agreement No. MCA 1314063 called for services to be rendered at the rates shown in the agreement.

The fee schedule on Master Contract Agreement No. MCA 1314063 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 August 14, 2013, all other terms of the contract remain in full force and effect.

**DISTRICT**

**Capistrano Unified School District**

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

Terry Fluent \_\_\_\_\_

Director, Purchasing \_\_\_\_\_

Date: \_\_\_\_\_

**CONSULTANT**

**New Haven Youth and Family  
Services**

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

# EXHIBIT A: RATES

<b>CONTRACTOR</b>	<b>New Haven Youth and Family Services</b>	<b>CONTRACTOR NUMBER</b>	<b>37-68452-7072713</b>	<b>2013-2014</b>
<b>(NONPUBLIC SCHOOL OR AGENCY)</b>		<b>(CONTRACT YEAR)</b>		
<b>Per CDE Certification, total enrollment may not exceed</b>		<b>7 Classrooms</b>	<b>If blank, the number shall be as determine by CDE Certification.</b>	

**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

	<u>Rate</u>	<u>Period</u>
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$122.00</u>	<u>Per Day</u>
Basic Education Program/Special Education Instruction/Day Student	\$134.00	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 –	<u>\$2.50</u>	<u>Per Mile</u>
b. Transportation –	<u>\$20.00</u>	<u>Per Hour</u>
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	<u>\$100.00</u>	<u>Per Hour</u>
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)	<u>\$ 30.00</u>	<u>Per Hour</u>
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual	<u>\$100.00</u>	<u>Per Hour</u>
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		
a. Behavior Intervention		
b. Behavior Intervention-Supervision		
(9) Vocational Services	<u>\$65.00</u>	<u>Per Hour</u>
(10) Residential Board and Care/Mental Health	<u>\$8,529.00</u>	<u>Per Month</u>
(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 August 15, 2013, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

### NEW HAVEN YOUTH AND FAMILY SERVICES

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 July 1, 2013 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: DOREEN QUINN

Title: CEO

Email address: \_\_\_\_\_

FEIN/SSN 95-3161628

# EXHIBIT A: RATES

CONTRACTOR New Haven Youth and Family Services CONTRACTOR NUMBER 37-68452-7072713 2013-2014  
 (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)  
 Per CDE Certification, total enrollment may not exceed 7 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 \_\_\_\_\_

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$122.00</u>	<u>Per Day</u>
Basic Education Program/Dual Enrollment		

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

## B. Related Services

(1) a. Transportation – Round Trip- Current IRS reimbursement rate		
b. Transportation – One Way		
c. Transportation – Dual Enrollment		
d. Public Transportation		
e. Parent*		
(2) a. Educational Counseling – Individual		
b. Educational Counseling – Group of _____		
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual		
b. Adapted Physical Education – Group of _____		
c. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Therapy – Individual		
b. Language and Speech Therapy – Group of 2		
c. Language and Speech Therapy – Group of 3		
d. Language and Speech Therapy – Per Diem		
e. Language and Speech – Consultation Rate		
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)		
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual		
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4-7		
e. Occupational Therapy – Consultation Rate		
(8) Physical Therapy		
a. Behavior Intervention		
b. Behavior Intervention-Supervision		
(9) Vocational Services	<u>\$65.00</u>	<u>Per Hour</u>
(10) Residential Board and Care/Mental Health	<u>\$8,309.00</u>	<u>Per Month</u>
(11) Residential Mental Health Services		

\*Parent transportation reimbursement rates are to be determined by the LEA.  
 \*\*By credentialed Special Education Teacher.



**AMENDMENT TO MASTER CONTRACT AGREEMENT  
MCA 1314063**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**NEW HAVEN YOUTH AND FAMILY SERVICES**

Master Contract Agreement No. MCA 1314063 called for services to be rendered at the rates shown in the agreement.

The fee schedule on Master Contract Agreement No. MCA 1314063 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 August 14, 2013, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**New Haven Youth and Family  
Services**

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

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

Terry Fluent \_\_\_\_\_

\_\_\_\_\_  
Print Name

Director, Purchasing \_\_\_\_\_

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT A: RATES

<b>CONTRACTOR</b>	<b>New Haven Youth and Family Services</b>	<b>CONTRACTOR NUMBER</b>	<b>37-68452-7072713</b>	<b>2013-2014</b>
<b>(NONPUBLIC SCHOOL OR AGENCY)</b>		<b>(CONTRACT YEAR)</b>		
<b>Per CDE Certification, total enrollment may not exceed</b>		<b>7 Classrooms</b>	<b>If blank, the number shall be as determined by CDE Certification.</b>	

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
Total LEA enrollment may not exceed \_\_\_\_\_

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	\$122.00	Per Day
Basic Education Program/Special Education Instruction/Day Student	\$134.00	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 – Round Trip- Current IRS reimbursement rate	_____	_____
	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)	\$ 30.00	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	_____	_____
	a. Behavior Intervention	_____	_____
	b. Behavior Intervention-Supervision	_____	_____
(9)	Vocational Services	\$65.00	Per Hour
(10)	Residential Board and Care/Mental Health	\$8,529.00	Per Month
(11)	Residential Mental Health Services	_____	_____

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

\*\*By credentialed Special Education Teacher.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
PERSONNEL REIMBURSEMENT AGREEMENT

This AGREEMENT is entered into on this 24th day of October, 2013, by and between the Capistrano Unified School District, 33122 Valle Rd, San Juan Capistrano, California 92675, hereinafter referred to as CUSD and the Laguna Beach Unified School District hereinafter referred to as LBUSD. CUSD and LBUSD shall be collectively referred to as the Parties.

WITNESSETH:

*WHEREAS*, LBUSD is in need of the professional services of an employee of CUSD to provide Orientation and Mobility services; and

*WHEREAS*, CUSD is agreeable to assigning Joseph Brookman, hereinafter referred to as EMPLOYEE, to provide his professional services to LBUSD in the above assignment.

*NOW, THEREFORE, BE IT RESOLVED* the Parties to this AGREEMENT do mutually agree as follows:

1. CUSD agrees during the term of this AGREEMENT to assign EMPLOYEE to serve as an Orientation and Mobility Specialist for the LBUSD visually impaired students. EMPLOYEE will provide services under this AGREEMENT for a total of 5 days.
2. The term of this AGREEMENT shall commence September 1, 2013, and end on June 30, 2014, subject to termination as set forth in this AGREEMENT.
3. LBUSD agrees to pay CUSD in consideration of services performed by CUSD's EMPLOYEE as specified in Section 1 of this AGREEMENT at the total actual employee costs at the total per diem amount of \$596.62, plus indirect costs at 4.38 percent.
  - A. LBUSD agrees to reimburse CUSD for all actual mileage driven on behalf of LBUSD students on a monthly basis
  - B. LBUSD agrees to pay CUSD within 30 days after the last day upon which services are rendered by each EMPLOYEE upon submission of an itemized invoice. Payment shall be mail to: CUSD, Attn: Accounting Manager, 33122 Valle Rd, San Juan Capistrano, California 92675, or at such other place as CUSD may designate in writing. This AGREEMENT shall be amended to provide complete reimbursement to CUSD for any increases in salary or benefits provided to each EMPLOYEE for fiscal year 2013-2014.
4. CUSD shall require EMPLOYEE to report to both CUSD and LBUSD when the EMPLOYEE will not be able to provide services to LBUSD as scheduled. LBUSD will pay for EMPLOYEE absences for services on LBUSD scheduled days.
5. LBUSD will notify CUSD Assistant Superintendent of Special Education with the number of hours needed by LBUSD for Extended School Year 2014, no later than May 15, 2014. These hours will be billed to LBUSD at EMPLOYEE's hourly rate, with mileage reimbursement.

EXHIBIT 11

6. LBUSD will order and pay for any specialized equipment or materials related to orientation and mobility as required in an Individualized Education Program for LBUSD students.
7. CUSD hereby agrees to hold harmless, indemnify, and defend LBUSD, its Board of Trustees, officers, agents, and employees for liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of CUSD during the period of this Agreement. LBUSD agrees to hold harmless, indemnify, and defend CUSD, the CUSD Board of Trustees, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of LBUSD during the period of this Agreement.
8. CUSD and LBUSD agrees that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
9. This AGREEMENT may be terminated by either party with the giving of 30 days prior written notice to the other party.
10. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) 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 the 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:

LBUSD: Laguna Beach Unified School District  
550 Blumont Street  
Laguna Beach CA 92651  
Attn: Irene White

CUSD: Capistrano Unified School District  
33122 Valle Rd  
San Juan Capistrano CA 92675  
Attn: Sara Jocham

11. CUSD and LBUSD agree that this AGREEMENT shall be construed and enforced in accordance with the laws of the State of California, with venue in Orange County, California.

12. If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated in any way.
13. This AGREEMENT and any exhibits attached hereto constitute the entire agreement between CUSD and LBUSD regarding the personnel services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

*IN WITNESS WHEREOF*, the Parties hereto have caused this AGREEMENT to be executed.

CAPISTRANO UNIFIED SCHOOL  
DISTRICT

BY: \_\_\_\_\_  
Authorized Signature

PRINT NAME: Clark D. Hampton  
Deputy Superintendent,  
TITLE: Business and Support Services

DATE: October 24, 2013

LAGUNA BEACH UNIFIED SCHOOL  
DISTRICT

BY: \_\_\_\_\_  
Authorized Signature

PRINT NAME: Dean West  
TITLE: Assistant Superintendent, Business

DATE: \_\_\_\_\_



CAPISTRANO UNIFIED SCHOOL DISTRICT  
PERSONNEL REIMBURSEMENT AGREEMENT

This AGREEMENT is entered into on this 24th day of October 2013, by and between the Capistrano Unified School District, 33122 Valle Rd, San Juan Capistrano, California 92675, hereinafter referred to as CUSD and the Saddleback Valley Unified School District hereinafter referred to as SVUSD. CUSD and SVUSD shall be collectively referred to as the Parties.

WITNESSETH:

*WHEREAS*, SVUSD is in need of the professional services of an employee of CUSD to provide Orientation and Mobility services; and

*WHEREAS*, CUSD is agreeable to assigning Joseph Brookman, hereinafter referred to as EMPLOYEE, to provide his professional services to SVUSD in the above assignment.

*NOW, THEREFORE, BE IT RESOLVED* the Parties to this AGREEMENT do mutually agree as follows:

1. CUSD agrees during the term of this AGREEMENT to assign EMPLOYEE to serve as an Orientation and Mobility Specialist for the SVUSD visually impaired students. EMPLOYEE will provide services under this AGREEMENT for a total of 40 days.
2. The term of this AGREEMENT shall commence September 1, 2013, and end on June 30, 2014, subject to termination as set forth in this AGREEMENT.
3. SVUSD agrees to pay CUSD in consideration of services performed by CUSD's EMPLOYEE as specified in Section 1 of this AGREEMENT at the total actual employee costs at the total per diem amount of \$596.62, plus indirect costs at 4.38 percent.
  - A. SVUSD agrees to reimburse CUSD for all actual mileage driven on behalf of SVUSD students on a monthly basis
  - B. SVUSD agrees to pay CUSD within 30 days after the last day upon which services are rendered by each EMPLOYEE upon submission of an itemized invoice. Payment shall be mail to: CUSD, Attn: Accounting Manager, 33122 Valle Rd, San Juan Capistrano, California 92675, or at such other place as CUSD may designate in writing. This AGREEMENT shall be amended to provide complete reimbursement to CUSD for any increases in salary or benefits provided to each EMPLOYEE for fiscal year 2013-2014.
4. CUSD shall require EMPLOYEE to report to both CUSD and SVUSD when the EMPLOYEE will not be able to provide services to SVUSD as scheduled. SVUSD will pay for EMPLOYEE absences for services on SVUSD scheduled days.
5. SVUSD will notify CUSD Assistant Superintendent of Special Education with the number of hours needed by SVUSD for Extended School Year 2014, no later than May 15, 2014. These hours will be billed to SVUSD at EMPLOYEE's hourly rate, with mileage reimbursement.

EXHIBIT 12

6. SVUSD will order and pay for any specialized equipment or materials related to orientation and mobility as required in an Individualized Education Program for SVUSD students.
7. CUSD hereby agrees to hold harmless, indemnify, and defend SVUSD, its Board of Trustees, officers, agents, and employees for liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of CUSD during the period of this Agreement. SVUSD agrees to hold harmless, indemnify, and defend CUSD, the CUSD Board of Trustees, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of SVUSD during the period of this Agreement.
8. CUSD and SVUSD agrees that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
9. This AGREEMENT may be terminated by either party with the giving of 30 days prior written notice to the other party.
10. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) 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 the 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:

SVUSD: Saddleback Valley Unified School District  
25631 Peter Hartman Way  
Mission Viejo CA 92691  
Attn: \_\_\_\_\_

CUSD: Capistrano Unified School District  
33122 Valle Rd  
San Juan Capistrano CA 92675  
Attn: Sara Jocham

11. CUSD and SVUSD agree that this AGREEMENT shall be construed and enforced in accordance with the laws of the State of California, with venue in Orange County, California.



12. If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated in any way.
13. This AGREEMENT and any exhibits attached hereto constitute the entire agreement between CUSD and SVUSD regarding the personnel services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

*IN WITNESS WHEREOF*, the Parties hereto have caused this AGREEMENT to be executed.

CAPISTRANO UNIFIED SCHOOL  
DISTRICT

BY: \_\_\_\_\_  
Authorized Signature

PRINT NAME: Clark D. Hampton  
Deputy Superintendent,  
TITLE: Business and Support Services

DATE: October 24, 2013

SADDLEBACK VALLEY SCHOOL  
DISTRICT

BY: \_\_\_\_\_  
Authorized Signature

PRINT NAME: Clint Harwick, Ed.D.  
TITLE: Superintendent

DATE: \_\_\_\_\_



## Background Information

This is a contract governing the use of Google Chrome OS for Enterprise. If your organization is interested in using Google Chrome OS for Enterprise, please verify that the Contact Information below is correct and that the person listed is a qualified representative from your organization. That person needs to read and accept our terms and conditions to initiate use of Google Chrome OS for Enterprise.

## Effective Date

2013-09-03 15:31 PDT-US/Pacific (YYYY-MM-DD hh:mm)

## Agreement

### Chrome OS for Enterprise License Agreement

This Chrome OS for Enterprise License Agreement (the "Agreement") is entered into by and between Google Inc., a Delaware corporation, with offices at 1600 Amphitheatre Parkway Mountain View, California 94043 ("Google") and the customer identified in the Order Form and its Authorized Subsidiary(ies) ("Customer" or "You"). The "Effective Date" of this Agreement is the date this Agreement is countersigned, or (in the case of an online form), the date acceptance is indicated. This Agreement, and the corresponding Order Form by which Customer orders the Solution, sets forth the terms and conditions under which Customer may license and use such Solution. Order Forms are governed by this Agreement.

#### 1. License.

##### 1.1 License Grant.

- a. Subject to this Agreement and the applicable Order Form, and in consideration of Customer's payment of all Fees, Google grants to Customer and Customer agrees to comply with a non-sublicensable, non-transferable, non-exclusive, limited license to use the Software and Services on the Hardware, and any updates provided by Google during the License Term.
- b. Customer Acquired Hardware. If Customer does not receive the Product(s) from Google under this Agreement, but has separately purchased Customer Acquired Hardware, then subject to this Agreement and the applicable Order Form, and in consideration of Customer's payment of all Fees, Google grants to Customer, and Customer agrees to comply with, a non-sublicensable, non-transferable, non-exclusive, limited license to use the Software and Services with the Customer Acquired Hardware, and any updates provided by Google, during the during the License Term in accordance with the terms and conditions of this Agreement.

1.2 Shipment and Enabling. The Products will not be shipped initially until Google receives a complete and duly executed Order Form. On or after the Shipment Date, Google will configure Customer's account to enable Customer to use the Solution via the Admin Console. Orders placed on the Order Form are

subject to Hardware availability and are cancellable by Google before Shipment. Shipment may be delayed if Hardware is not available. If Customer is receiving Google Apps on the domain specified on the Order Form, then Customer agrees that it cannot use the Solution with more End Users than Customer has established End User accounts for Google Apps and it can only use the Solution for the End Users that Customer has activated for Google Apps. To ensure that any new, replacement and/or renewal Hardware is shipped to the correct Customer address, Customer agrees to notify Google of any change in Customer's shipping address at least 10 days in advance of any such shipment by Google.

1.3 Privacy Policy. The Solution is subject to Google's Privacy Policy. Changes to the Privacy Policy will be made as stated in the policy.

## **2. Modifications and Updates; Apps, Extensions and Themes.**

2.1 Modification to the Solution. Google may make commercially reasonable changes to the Solution from time to time. If Google makes a material change to the Solution, Google will inform Customer, if Customer has subscribed with Google to be informed about such change via email. Certain functionality enhancements in the Services may not function with certain Hardware.

2.2 Updates to the Hardware. Excluding any applicable obligations under Section 10, Google is under no obligation to provide Customer with Hardware replacement or updates under this Agreement. If Google elects to provide Hardware replacement or updates, then any such replacement or update shall be at Google's sole discretion and subject to then-current TSS Guidelines. For certain models of Hardware purchased by Customer under this Agreement, Google may cease to provide the Services, Software updates, TSS, and the warranty specified in Section 10, for such Hardware but Google will inform Customer at least 90 days in advance for Hardware for which Google is providing then-current support. Unless indicated otherwise in the Order Form or Documentation, replacement Hardware may not be available under this Agreement for Services-only purchases, or for Customer Acquired Hardware. Google will have no obligation to provide Software updates, Services, TSS, or the Hardware warranty specified in Section 10 on Hardware for which Google has provided Customer a Hardware replacement under this Agreement unless such replacement was issued as a result of Google's warranty obligations under Section 10.

2.3 Updates to Software and Services. The Solution may automatically download and install updates from Google from time to time. These updates are designed to improve, enhance and further develop the Solution and may take the form of bug fixes, enhanced functions, new software modules and/or completely new versions. Customer agrees to receive (and permit Google to deliver) such updates as part of Customer's use of the Solution.

2.4 New Applications. Google may make new applications, features or functionality for the Solution available from time to time, the use of which may be contingent upon Customer's agreement to additional terms.

### **2.5 Apps, Extensions and Themes.**

a. Generally. This Section 2.5 applies to apps, extensions, or themes that may be pre-installed in the Software or which are installed by Customer. Apps are web applications, developed by Google or third parties, that may be installed in the Software and can modify and enhance the functionality of the Software. Extensions are small software programs, developed by Google or third parties, that can modify and enhance the functionality of the Software. Themes are a special kind of extension that change the way the Software looks. Extensions and apps may have greater privileges to access the Solution than

regular webpages, including the ability to read and modify End User data. Customer's use of any apps, extensions or themes provided by Google (excluding Third Party Products) is subject to this Agreement, unless otherwise indicated. Customer's use of any apps, extensions or themes provided by a third party may be subject to terms provided by the third party.

b. Updates. From time to time, the Solution may check with remote servers (hosted by Google or by third parties) for available updates to apps and extensions, including bug fixes or enhanced functionality. Customer agrees that such updates will be automatically requested, downloaded, and installed without further notice to Customer.

c. Removal. From time to time, Google may discover an app or extension that violates Google developer terms or other legal agreements, laws, regulations or policies. The Software will periodically download a list of such apps and extensions from Google's servers. Customer agrees that Google may remotely disable or remove any such app or extension from the Solution in Google's sole discretion.

### **3. Payment Terms.**

3.1 Purchase Process. Google will provide Customer an Order Form for each new purchase to confirm the Solution, quantity and Fees. Google will invoice Customer for the Fees as specified under "Invoicing Terms" in the Order Form.

3.2 Payment. Customer's obligation to pay all Fees applicable to the License Term is non-cancellable and the Solution is non-returnable except as specified in Section 10 (Limited Warranty), if applicable. All payments due are in U.S. dollars unless otherwise specified on the Order Form or invoice. Payments for invoices are due thirty days after the invoice date, unless otherwise specified on the Order Form, and are considered delinquent after such date.

a. Wire Transfer. Payments made via wire transfer must include the bank information provided by Google.

b. Credit Card or Debit Card. Fees for orders where Customer is paying with a credit card, debit card or other non-invoice form of payment, are due at the end of the month during which Customer received the Solution. For credit cards, or debit cards, as applicable: (i) Google will charge Customer for all applicable Fees when due and (ii) these Fees are considered delinquent thirty days after the end of the month during which Customer received the Solution.

c. Other Forms of Payment. Customer may change its payment method to those available within the Admin Console. Google may enable other forms of payment by making them available in the Admin Console. These other forms of payment may be subject to additional terms which Customer may have to accept prior using the additional forms of payment.

3.3 Taxes. Customer is responsible for any Taxes, and Customer will pay Google for the Solution without any reduction for Taxes. If Google is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides Google with a timely and valid tax exemption certificate authorized by the appropriate taxing authority. In some states the sales tax is due on the total purchase price at the time of sale and must be invoiced and remitted in the month of the sale. If Customer is required by law to withhold any Taxes from its payments to Google, Customer must provide Google with an official tax receipt or other appropriate documentation to support such withholding.

3.4 Invoice Disputes. Any invoice disputes must be submitted prior to the invoice due date. If the parties determine that certain billing inaccuracies are attributable to Google, Google will not issue a corrected invoice, but will instead issue a credit memo specifying the incorrect amount in the affected invoice. If the

disputed invoice has not yet been paid, Google will apply the credit memo amount to the disputed invoice and Customer will be responsible for paying the resulting net balance due on that invoice.

3.5 Delinquent Payments. Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full.

Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Google in collecting such delinquent amounts, except where such delinquent amounts are due to Google's billing inaccuracies.

3.6 Purchase Orders. If Customer requires a purchase order number on its invoice, Google will include such purchase order number on invoices following receipt. If Customer does not provide a purchase order number, Customer waives any purchase order requirement and (a) Google will invoice Customer without a purchase order number; and (b) Customer agrees to pay invoices without a purchase order number referenced. Any terms and conditions on a purchase order do not apply to this Agreement and are null and void.

#### **4. Customer Obligations.**

4.1 Customer Administration of the Solution. Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) to administer the Solution.

Customer is responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement; and (d) promptly notifying Google of any unauthorized use of, or access to, the Admin Console of which it becomes aware.

4.2 End User Consent. Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the Solution and data about location of Hardware. Customer will obtain and maintain all required consents from End Users to allow: (i) Customer's access, monitoring, use and disclosure of this data and Google providing Customer with the ability to do so and (ii) Google to provide the Solution.

4.3 Third Party Requests. Customer is responsible for responding to Third Party Requests. Google will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) if the relevant information is solely held by Google and reasonably accessible by Google, provide Customer with the information required for Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third Party Request on its own, and will contact Google only if it cannot reasonably obtain such information.

4.4 Educational Institutions. If Customer is an educational institution, Customer acknowledges and agrees that it is solely responsible for compliance with the Children's Online Privacy Protection Act of 1998, including, but not limited to, obtaining parental consent concerning collection of students' personal information used in connection with the provisioning and use of the Solution by the Customer and End Users.

#### **5. Restrictions.**

5.1 Generally. Subject to Section 5.2, Customer will not, and will not allow others to do any of the

following unless required by law, or unless Google consents in writing: (a) adapt, alter, modify, decompile, translate, disassemble, or reverse engineer the Solution, or any component thereof; (b) copy or make derivative works of the Solution, attempt to extract the source code of the Software or Services, or otherwise attempt to reduce the Software or Services to human perceivable form; (c) use the Solution for High Risk Activities; (d) transfer, sublicense, distribute, sell, lease or use for timesharing or service bureau purposes the Solution or any component of the Solution; or (e) remove or alter any Brand Features or other proprietary notices on or in the Solution.

5.2 Third Party Components. Any third party component embedded, included or provided for use with the Solution may only be used in conjunction with the Solution ordered under the Order Form, which use is subject to this Agreement. Customer agrees to contract separately with the relevant third party provider for any applicable wireless Internet connectivity for the Solution. To the extent the Solution includes components governed by open source licenses with provisions inconsistent with this Agreement, those components are instead governed solely by the applicable open source licenses. To the extent the Solution includes components governed by open source licenses requiring the provision of corresponding source code for those components, Google hereby provides that source code consistent with those licenses. Google hereby provides the Third Party Component Notice.

## **6. Ownership; Security Interest; Brand Features.**

6.1 Generally. Except as expressly specified herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. Intellectual Property Rights in and to the content accessed through the Solution are the property of the applicable content owner and may be protected by applicable laws. As between the parties, Google (and/or its licensors or suppliers) owns all Intellectual Property Rights in the Solution. Subject to Section 6.2, title to the Hardware will pass to Customer on Customer's receipt of the Hardware. Title to any Hardware (including any components) which Customer returns to Google for replacement will pass to Google on Google's receipt of such Hardware (or components), as applicable.

6.2 Purchase Money Security Interest. Except for Customer Acquired Hardware, Customer hereby grants to Google a security interest in the Hardware ("Hardware Security Interest") to secure Customer's performance of its obligations to pay Fees Customer incurs during the License Term. Customer represents and warrants that granting the Hardware Security Interest will not breach any agreement to which it is a party.

6.3 Display of Brand Features. Google may display those Customer Brand Features authorized by Customer within designated areas of the Services (such authorization is provided by Customer uploading its Brand Features into the Services). Customer may specify the nature of this use using the Admin Console. Google may also display Google Brand Features on the Solution to indicate that the Solution is provided by Google. Neither party may display or use the other party's Brand Features beyond what is allowed in this Agreement without the other party's prior written consent.

6.4 Brand Features Limitation. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in those Brand Features. A party may revoke the other party's right to use its Brand Features pursuant to this Agreement with written notice to the other and a reasonable period to stop the use.

## **7. Delivery.**

Google will bear the risk of loss for the Products until delivered to the address provided by Customer. Upon delivery, Customer bears all risk of loss for the Products.

## **8. Technical Support Services.**

8.1 By Customer. Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Solution. Customer will use commercially reasonable efforts to resolve support issues before escalating them to Google.

8.2 By Google. If Customer cannot resolve a support issue consistent with the above, then Customer may escalate the issue to Google in accordance with the TSS Guidelines. Subject to Customer's payment of the Fees, Google will provide TSS to Customer in accordance with the TSS Guidelines. If Google ships a replacement Hardware device to Customer in connection with providing TSS, Customer agrees to return any replaced Hardware pursuant to the TSS Guidelines.

8.3 Changes to TSS Guidelines. Google may make commercially reasonable changes to the TSS Guidelines from time to time. If Google makes a material change to the TSS Guidelines, Google will inform Customer by either sending an email to the Notification Email Address or alerting Customer via the Admin Console. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Google via the support portal or Help Center within thirty days after being informed of the change. If Customer notifies Google as required, then Customer will remain governed by the TSS Guidelines in effect immediately prior to the change until the end of the then-current License Term for the applicable Products. If the TSS are renewed, they will be renewed under Google's then current TSS Guidelines.

## **9. Confidential Information.**

9.1 Obligations. Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information, but with no less than a reasonable standard of care; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.

9.2 Exceptions. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

9.3 Required Disclosure. Each party may disclose the other party's Confidential Information when required by law, but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

## **10. Limited Warranty.**

10.1 Limited Warranty. Google warrants to Customer that: (a) Hardware will be free from defects in



material and workmanship during the Hardware Warranty Period specified on the Order Form; and (b) Software and Services will substantially achieve the functionality described in the Documentation for the duration specified in Google's TSS Guidelines for the applicable Solution purchased under an Order Form.

10.2 Exclusions. The limited warranty specified in Section 10.1 above will not apply: (a) for Products which do not have the latest Software update installed; (b) for Products on the Beta Channel, Developer Channel, or in Developer Mode; (c) if Customer deletes the Software from the Hardware or disables Google's ability to make updates to the Software or Services; (d) for issues in interoperability with Third Party Products; (e) for Products where the identification number is altered or removed; (f) any Customer Acquired Hardware; (g) for Products which have exceeded end-of-life date specified in the TSS Guidelines or (h) for any error, bug, defect or malfunction in the Solution that is caused by: (i) Customer's failure to follow Google's environmental, installation, operation or maintenance instructions or procedures (including use contrary to user manuals); (ii) Customer's improper handling or use, abuse, neglect, accident, negligence, or improper storage, servicing, shipment, or operation of the Solution (including use with incompatible equipment or in unsuitable physical environment); (iii) modifications, disassembly, repairs or improper installation not performed by Google; (iv) normal wear and tear; (v) problems with electrical power; (vi) acts of nature; (vii) accessories, parts, or components not provided by Google; (viii) malicious software installed on the Products after Customer's receipt; (ix) any Third Party Products; or (x) any Customer Acquired Hardware.

10.3 Exclusive Remedy. Google's entire liability and Customer's sole and exclusive remedy with respect to breach of the above warranty will be at Google's option: (a) repair of the Solution in accordance with the TSS Guidelines; (b) replacement of the defective component or entire Solution, as applicable, in accordance with the TSS Guidelines; or (c) refund of the unearned, prepaid Fees paid for the Solution applicable to the remainder of the then-current License Term.

## **11. Disclaimer.**

Except as expressly provided in this agreement, to the maximum extent permitted by applicable law, NEITHER PARTY (NOR its LICENSORS) MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. GOOGLE DOES NOT WARRANT THAT THE OPERATION OF THE SOLUTION WILL BE ERROR-FREE OR UNINTERRUPTED. THE SOLUTION IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES. GOOGLE IS NOT RESPONSIBLE FOR ANY THIRD PARTY PRODUCTS (INCLUDING WIRELESS INTERNET CONNECTIVITY) OR WEBSITES WHICH CUSTOMER MAY ACCESS VIA THE SOLUTION.

## **12. Term.**

12.1 Agreement Term. This Agreement will remain in effect for the Term.

12.2 License Term. Subject to Customer's payment of Fees, the license granted in this Agreement will continue for the License Term, unless terminated earlier as specified in this Agreement. Future Products purchased during any existing License Term will have a separate License Term associated with them, as specified on the Order Form for such Products and will be subject to Google's applicable, then-current

terms and conditions.

### **13. Termination.**

13.1 Termination for Breach. Either party may suspend performance or terminate this Agreement (including all Order Forms entered into under it) if: (i) the other party is in material breach (including in default of payment terms) of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party suspends, or threatens to suspend, payment of its debts or admits inability to pay its debts; (iii) the other party enters into an arrangement with or for the benefit of its creditors, goes into administration, receivership or administrative receivership, ceases its business operations, is insolvent or dissolved, or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iv) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

13.2 Effects of Termination. If this Agreement terminates then: (i) the rights granted by one party to the other will cease immediately (except as specified in this Section); and (ii) all Fees (including Taxes) owed by Customer to Google applicable to remaining License Term(s) are immediately due. Notwithstanding the foregoing, if this Agreement expires or is terminated other than in connection with Section 13.1 (by Google) or 14.4(b), Customer may continue to use the Products subject to Customer's continued compliance with this Agreement, but Google will have no obligation to provide the Services, any Software updates, or TSS.

### **14. Indemnification.**

#### **14.1 By Google.**

a. Software and Services. Subject to Section 14.2, Google will indemnify, defend, and hold harmless Customer from and against all proven damages, liabilities and costs (including settlement costs with Google's consent and reasonable attorneys' fees) arising out of a third party claim that Google's technology used to provide the Software and Services (excluding open source software and Third Party Products) infringes or misappropriates any patent, copyright, trade secret or trademark of that third party.

b. Hardware. Subject to Section 14.2, Google will indemnify, defend, and hold harmless Customer from and against all proven damages, liabilities and costs (including settlement costs with Google's consent and reasonable attorneys' fees) arising out of a third party claim that Google's technology used to provide the Hardware infringes or misappropriates any patent, copyright, trade secret or trademark of that third party.

14.2 Exceptions. The obligations specified in Section 14.1 do not apply if the third party claim is caused by, or results from: (a) Customer's combination or use of the Solution with Third Party Products, if the claim would have been avoided by the non-combined or independent use of the Solution; (b) modification of the Solution by anyone other than Google if the third party claim would have been avoided by use of the unmodified Solution; (c) Customer's continued allegedly infringing activity after being notified thereof or after being provided modifications that would have avoided the alleged infringement; (d) Customer's use of the Solution in a manner not in accordance with this Agreement or the Documentation; (e) Customer's use of other than Google's most current release of the Solution if the third party claim would have been avoided by use of the most current release or revision; or (f) Customer Acquired Hardware.

14.3 By Customer. Unless prohibited by applicable law and without waiving sovereign immunity,

Customer will indemnify, defend, and hold harmless Google from and against all proven damages, liabilities and costs (including settlement costs with Customer's consent and reasonable attorneys' fees) arising out of: (a) a third party claim made against Google for infringement or misappropriation based on conduct by Customer as described in Section 14.2; or (b) Customer's breach of Section 17 (Export Compliance).

#### 14.4 Possible Infringement.

a. Repair, Replace, or Modify. If Google reasonably believes the Solution infringes a third party's Intellectual Property Rights, then Google will: (a) obtain the right for Customer, at Google's expense, to continue to use the Solution; (b) provide a non-infringing replacement with substantially the same functionality; or (c) modify the Solution so that it no longer infringes.

b. Suspension or Termination. If Google does not believe the foregoing options are commercially reasonable, then Google may suspend or terminate Customer's use of the impacted portion of the Solution. If Google terminates the impacted portion of the Solution as a result of a third party Intellectual Property Right Infringement claim, then Google will provide a pro-rata refund of the unearned Fees actually paid by Customer applicable to the relevant portion of the Solution for the period following termination of such portion of the Solution.

14.5 General. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

### 15. Limitation of Liability.

15.1 Limitation on Indirect Liability. NEITHER PARTY NOR ITS LICENSORS WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

15.2 Limitation on Amount of Liability. NEITHER PARTY NOR ITS LICENSORS MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO GOOGLE HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

15.3 Exceptions to Limitations. These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to breaches of confidentiality obligations under Section 9, indemnification obligations under Sections 14.1(a) and 14.3, and violations of a party's Intellectual Property Rights by the other party.

### 16. Government Purposes.

The Solution was developed solely at private expense and contains commercial computer software and related documentation within the meaning of the applicable civilian and military Federal acquisition

regulations and any supplements thereto. If the user of the Solution is an agency, department, employee, or other entity of the United States Government, under FAR 12.212 and DFARS 227.7202, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Solution, including technical data or manuals, is governed by the terms and conditions contained in this Agreement, which is Google's standard commercial license agreement.

#### **17. Export Compliance.**

Customer will comply with, and will obtain all prior authorization from the competent government authorities required by, the Export Control Laws.

#### **18. Publicity.**

Customer agrees that Google may include Customer's name and Brand Features in a list of Google customers. Customer also agrees that Google may verbally reference Customer as a customer of the Google products or services that are the subject of this Agreement. This section is subject to Section 6.4.

#### **19. Miscellaneous.**

19.1 Notices. Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email. Each party agrees to notify the other of any notice address changes.

19.2 Assignment. Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except assignment of the Agreement in its entirety to an Affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

19.3 Change of Control. Upon a change of Control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of Control will provide written notice to the other party within thirty days after the change of Control; and (b) the other party may immediately terminate this Agreement any time between the change of Control and thirty days after it receives the written notice in subsection (a).

19.4 Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

19.5 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

19.6 Severability. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

19.7 No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

19.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

19.9 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

#### 19.10 Governing Law.

- a. For City, County, and State Government Entities. If Customer is a city, county or state government entity, then the parties agree to remain silent regarding governing law and venue.
- b. For Federal Government Entities. If Customer is a federal government entity then the following applies: This Agreement will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. Solely to the extent permitted by federal law: (i) the laws of the State of California (excluding California's choice of law rules) will apply in the absence of applicable federal law; and (ii) FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.
- c. For All Other Entities. If Customer is any entity not specified in Section 19.10(a) or (b) then the following applies: This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY.

19.11 Amendments. Any amendment must be agreed upon in writing and expressly state that it is amending this Agreement.

19.12 Survival. The following sections will survive expiration or termination of this Agreement: 3, 6.1, 6.2, 9, 13.2, 14, 15, 19 and 20.

19.13 Entire Agreement. This Agreement, the Order Form, and all documents referenced herein or therein or attached to this Agreement, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. If Customer (or an End User) is presented with a similar agreement on the same subject matter upon its initial login to use the Solution, this Agreement supersedes and replaces that agreement. The terms located at a URL and referenced in this Agreement or in the Order Form are hereby incorporated by this reference.

19.14 Interpretation of Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Order Form, the Agreement, and the terms located at any URL.

19.15 Counterparts. The parties may enter into this Agreement by executing the applicable Order Form, which may be executed in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

#### 20. Definitions.

"Admin Console" means the online tool provided by Google to Customer for use in configuring and administering the Solution.

"Administrators" mean the Customer-designated technical personnel who administer the Solution to End Users on Customer's behalf.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

"Authorized Subsidiary(ies)" means any entity that is, now or in the future, directly or indirectly, controlled by Customer and permitted by Customer to use the Solution in compliance with this Agreement. For purposes of the foregoing definition, "control" means, with respect to: a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof or, for

purposes of non-U.S. corporations, if less than fifty percent (50%), the maximum amount allowed by applicable law; and any other entity, fifty percent (50%) or more ownership interest in said entity, or with respect to other foreign entities, the power to direct the management of such entity.

"Beta Channel" is a channel which an End User may select for the Product he or she is using. Google uses the Beta Channel to test future features and functionality for the Solution before releasing them to the customer base generally by installing Beta Software on the Products of End Users who select the Beta Channel.

"Billing Start Date" means the date that Google will start billing Customer for the Solution purchased (or renewed) and will be seven days after the Shipment Date unless specified otherwise on the Order Form.

"Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

"Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances.

"Control" means control of greater than fifty percent of the voting rights or equity interests of a party.

"Customer Acquired Hardware" means the proprietary Chrome OS computer hardware acquired by a Customer from a party other than Google or a Google reseller and not purchased as part of a bundle including the Services.

"Developer Channel" is a channel which an End User may select for the Product he or she is using. Google uses the Developer Channel to test future features and functionality for the Solution before releasing them to the Beta Channel by installing pre-Beta Software on the Products of End Users who select the Developer Channel.

"Developer Mode" is a mode which an End User may select for the Product he or she is using. Switching the Product into Developer Mode will delete any existing End User data which is cached on the Product, and allow the End User to overwrite the Chrome OS operating system on the Product with a different operating system. An End User can switch a Product into Developer Mode through a hardware specific switch, and can switch back out of Developer Mode with that same switch.

"Documentation" means the description of the Solution available here:

<http://www.google.com/chromebook/business-education-solution.html>, or such other URL as Google may provide, as such description may be updated from time to time.

"End Users" means the individuals Customer permits to use the Solution.

"Export Control Laws" means all applicable export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

"Fees" means the amounts invoiced to Customer by Google for the Solution as described in this Agreement and the Order Form.

"Google Apps" means the Google Apps services provided by Google to Customer under the terms of a separate agreement between Google and Customer.

"Hardware" means the proprietary computer hardware provided by Google or its designee to Customer under an Order Form pursuant to this Agreement (including any replacement hardware provided under this Agreement), if applicable.

"Hardware Warranty Period" means the period of time specified on the Order Form for the Hardware limited warranty described in Section 10 of this Agreement.

"High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control or life support systems, where the use or failure of the Solution could lead to death, personal injury, or

environmental damage.

"Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

"License Term" means the period of time specified on the Order Form during which Customer is authorized to use the Software and Services on the Hardware. The License Term will start on the Shipment Date and will continue from the Billing Start Date for the period of time specified on the Order Form, unless terminated earlier as specified in this Agreement. The duration for which Google will support the applicable Solution purchased under an Order Form is specified in Google's TSS Guidelines at the following URL: <http://support.google.com/enterprise/terms> or other such URL as Google may provide.

"Notification Email Address" means the email address designated by Customer to receive email notifications from Google. Customer may change this email address through the Admin Console.

"Order Form" means a written document provided by Google and signed by both parties or, if applicable, an online form or agreement provided by Google and accepted by Customer specifying the Solution purchased by Customer under this Agreement. All Order Forms are subject to this Agreement, and will contain at least: (i) SKU name; (ii) price; and (iii) the License Term.

"Products" means the Software and the Hardware.

"Privacy Policy" means Google's privacy policy available at the following URL:

<http://www.google.com/chromebook/#privacy>, or such other URL as Google may provide.

"Services" means the Chrome OS for Business and Education services, specified on the Order Form, provided by Google to Customer under this Agreement.

"Shipment Date" means the date(s) specified on the Order Form that Google or its designated agent ships the Products to Customer.

"Software" means the Chrome OS Software provided by Google, in binary executable form only, which is installed on the Hardware, and any updates Google may make to such software from time to time.

"Solution" means the Products and Services. The Solution is more fully described in the Documentation.

"Taxes" means any duties, customs fees, or taxes (other than Google's income tax) associated with the purchase of the Solution, including any related penalties or interest.

"Term" means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of: (i) the end of the last License Term or (ii) the date the Agreement is terminated as specified herein.

"Third Party Component Notice" means the notice specified at the following URL:

<http://www.google.com/chromebook/business-education-tos-additional.html>, or such other URL as Google may provide, and any updates Google may make to such notice from time to time.

"Third Party Products" means any non-Google branded products, software, or services.

"Third Party Request" means a request from a third party for records relating to an End User's use of the Solution. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

"TSS" means the technical support services provided by Google for the Solution identified in the Order Form.

"TSS Guidelines" means Google's technical support services guidelines then in effect for the Solution.

TSS Guidelines are at the following URL: <http://support.google.com/enterprise/terms> or other such URL

as Google may provide.

By signing this Agreement, or (in the case of an online form), by clicking "I Accept", or otherwise accepting the terms, You represent and warrant that You have full power and authority to accept this Agreement and each Order Form and bind Your company, employer, or other entity to the terms and conditions of the same.

### Signatory Information

Contracting Entity: CAPISTRANO UNIFIED

Url:

Name: Susan Holliday

Title: Dr.

Email: seholliday@capousd.org

Address: 33122 Valle Road, San Juan Capistrano, CA 92675

Country: United States

Phone: 949-234-9463

Fax:

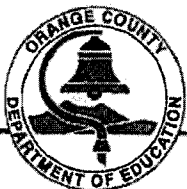
### Accept Agreement

**Note:** If you are accepting on behalf of your employer or another entity, you represent and warrant that you have full legal authority to bind your employer or such entity to these terms and conditions. If you don't have the legal authority to bind, please do not click the "Accepted and Agreed" button below.

By checking this box, I am accepting this Agreement on behalf of the entity **CAPISTRANO UNIFIED**. I represent and warrant that (a) I have full legal authority to bind the entity to this Agreement, (b) I have read and understand this Agreement, and (c) I agree to all terms and conditions of this Agreement on behalf of the   X   entity that I represent.

Accepted and Agreed





# MEMO


ORANGE COUNTY DEPARTMENT OF EDUCATION

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August 5, 2013

13-302

To: Carl Fong  
Executive Director  
Information Technology

From: Ronald D. Wenkart   
General Counsel

Re: Orange County Register Donation of Chrome Books

As we discussed, the Orange County Register has proposed donating a Chrome Book to designated schools in Orange County for every one-year subscription new subscribers sign up for. The new subscriber would complete a form for the laptop donation and the Orange County Register would notify the Orange County Department of Education. The Orange County Department of Education would then contact the Information Technology Director for the school district to determine when the Chrome Book should be delivered and then notify the Orange County Register implementation team. The Orange County Register would then ship the Chrome Book to the school district and the school district would then implement its plan for utilizing the Chrome Books.

As you are aware, we have had several meetings to discuss how the process would work and what issues might arise. We discussed the necessity of making sure that all student records on the Chrome Book that might be stored on the outside servers known as the "Cloud" are kept confidential and are accessible to the school district if copies need to be made. We also discussed the following issues:

- A review of district Acceptable Use Policies to be sure that they cover existing conditions, and if not, propose modifications to district Acceptable Use Policies.
- Reminding districts that donations must be accepted by the governing board of the school district.
- Advising districts to have a plan for utilizing the Chrome Books and reporting back to the Orange County Register.

- Advising districts that if the Orange County Register wishes to write a story about the donation of Chrome Books at their school and interview students, that student releases for photographs and quotes should be obtained.
- The use of filtering devices by school districts so that if the Chrome Books are taken home, the students will be utilizing the district server and filtering devices will be in place.

We also discussed the effect of some districts having a higher rate of participation than other districts, the inclusion of private schools and charter schools as well as preschools, and concerns about student fundraising.

As we discussed, with advance planning, all of these concerns can be addressed to ensure seamless implementation of the program. If you have any questions or the district IT directors have any questions, our office will be happy to assist districts with implementation of the program.

RDW:vld

cc: Claire Morey  
Kelly Barnes



September 19, 2013

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

Dear Clark:

Enclosed is a copy of the three-year contract for July 1, 2013 to June 30, 2016 for the Capistrano Unified School District pertaining to fiscal years ending June 30, 2014, June 30, 2015 and June 30, 2016. Please note that this contract does not reflect any price increases for the term of the contract. In addition, we have included a discount from the current contract price of \$84,000 for fiscal year ended June 30, 2013.

If the contract meets with your approval, please sign and return to us.

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

Yours very truly,

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

SFG/mjs

Enclosures

EXHIBIT 14

Page 1 of 12

## CONTRACT FOR AUDITING

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

We understand the services we are to provide the District for the years ended June 30, 2014, 2015 and 2016. We will audit the financial statements of the District, as of and for the year beginning July 1, 2013 and ending June 30, 2016. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) to accompany the District's basic financial statements. As part of our engagement, we will apply certain limited procedures to District's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules
3. Schedule of Funding Progress for OPEB (if applicable)

Supplementary information other than RSI, also accompanies District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

1. Schedule of Expenditures of Federal Awards.
2. Schedules required by current *Standards and Procedures for Audits of California K-12 Local Educational Agencies*, issued by the Education Audit Appeals Panel.

The following additional information accompanying the basic financial statements will be subjected to the auditing procedures applied in our audit of the financial statements:

1. Combining Statements - Non-Major Governmental Funds

## AUDIT OBJECTIVES

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

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the governing board, management, specific legislative or regulatory bodies, Federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with United States generally accepted auditing standards; the standards outlined in the *Standards and Procedures for Audits of California K-12 Local Educational Agencies* the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinion on the financial statements or the Single Audit compliance opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

## **MANAGEMENT RESPONSIBILITIES**

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for monitoring ongoing activities, to help ensure that appropriate goals and objectives are met. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities (if applicable), the aggregate discretely presented component units (if applicable), each major fund, and the aggregate remaining fund information of the District and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for Federal award program compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of Federal awards, and related notes and for accepting full responsibility for such decisions. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of Federal awards, and related notes. Management is also responsible for preparation of the schedule of expenditures of Federal awards in accordance with the requirements of OMB Circular A-133. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and the schedule of expenditures of Federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of Federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate a qualified management-level individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them to be responsible and accountable for overseeing our services.

Management is responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include, identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review during the interim phase of our audit.

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

### **AUDIT PROCEDURES - INTERNAL CONTROLS**

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

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

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

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major Federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*, and OMB Circular A-133.



## **AUDIT PROCEDURES - COMPLIANCE**

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

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of those procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

## **AUDIT ADMINISTRATION AND ACCESS TO WORKPAPERS**

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

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

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

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

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

#### **AUDIT FEES**

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

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

The maximum annual fee for auditing services under the terms of this contract shall not exceed \$80,000 for each of the three years ending June 30, 2014, 2015 and 2016 for personal services, with the exception that any additional auditing services provided for (1) any changes in District reporting format, i.e., GASB requirements and/or audit requirements, issued by the Education Audit Appeals Panel, Federal Agencies, American Institute of Certified Public Accountants, or Governmental Accounting Standards Board, (2) any changes in the number of funds or accounts maintained by the District during the period under this contract, and (3) any Federal Program and State Special Projects/compliance issues shall be in addition to the above maximum fee for personal services.

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

### **COMPENSATION**

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

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Partner/Principal	\$ 200	\$ 200	\$ 200
Manager/Consultant	150	150	150
Supervisor	120	120	120
Senior in Charge	100	100	100
Staff Accountant	90	90	90
Paraprofessional	70	70	70

In addition to such payment for personal services, Auditors shall be reimbursed for such travel as may be necessary. Mileage is computed at the approved Internal Revenue Service rate per mile.

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

#### **ANNUAL REPORT - FORM AND CONTENT, DELIVERY**

The form and content of the annual audit shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State of California under Section 41020 of the Education Code, including the required compliance audit provisions of Circular A-133, *Audits of State of Local Governments*, issued by the U.S. Office of Management and Budget, as issued pursuant to the Single Audit Act Amendments of 1996.

The audit shall be completed and the audit report shall be delivered in accordance with time requirements as specified in the *Standards and Procedures for Audits of California K-12 Local Educational Agencies*, issued by Educational Audit Appeals Panel, unless delayed by circumstances beyond the control of the Auditors. Fifteen (15) bound copies and electronic (pdf) copy of the audit report shall be rendered to the District, in addition to the copies required to be filed with the applicable governmental units. Copies in excess of the contract amount will be billed at \$15.00 each.

*Government Auditing Standards* require that we provide you with a copy of our most recent quality control review report. Our peer review report, for the year ended December 2011, accompanies this letter.

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

**WORKERS' COMPENSATION**

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

**NON LICENSEE OWNERS**

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

GOVERNING BOARD OF CAPISTRANO  
UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_

District

VAVRINEK, TRINE, DAY & CO., LLP

By \_\_\_\_\_



Auditor

Federal Identification Number: \_\_\_\_\_

# YANARI WATSON MCGAUGHEY P.C.

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

## System Review Report

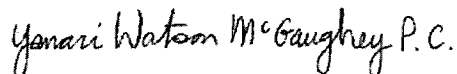
May 25, 2012

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

We have reviewed the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP (the firm) applicable to non-SEC issuers in effect for the year ended December 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

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

In our opinion, the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP applicable to non-SEC issuers in effect for the year ended December 31, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*; *pass with deficiency(ies)* or *fail*. Vavrinek, Trine, Day & Co., LLP has received a peer review rating of *pass*.



Yanari Watson McGaughey P.C.

9250 East Costilla Avenue, Suite 450  
Greenwood Village, Colorado 80112-3647  
(303) 792-3020 FAX (303) 792-5153  
website: [www.ywmcpa.com](http://www.ywmcpa.com)

# Order Form

# HOBSONS

**To:** Dr. Michelle Le Patner  
Asst Superintendent for Secondary Education  
33122 Valle Road,  
San Juan Capistrano, California 92675

**Date:** September 20th, 2013

**Naviance Contact:** Andrew Wamala  
andrew.wamala@hobsons.com  
(703) 859-7519

Product or Service	Total List Price
Naviance Software (Year 1)	\$46,215
Professional Services (Year 1)	\$20,875
Naviance Software (Year 2)	\$46,215
Professional Services (Year 2)	\$11,500
Naviance Software (Year 3)	\$46,215
Professional Services (Year 3)	\$6,500
Naviance Software (Year 4)	\$46,215
Naviance Software (Year 5)	\$46,215
<b>Total Discounts to Capistrano Unified School District Over 5 Years</b>	<b>\$85,466</b>
<b>Subscription End Date: September 30<sup>th</sup>, 2018</b>	<b>Total: \$269,950</b>

<b>Number of Months</b>	60
<b>Notes (if applicable)</b>	<p><b>Naviance Software Package for Capistrano Unified School District includes (reference proposal dated 9/20/2013):</b></p> <ul style="list-style-type: none"> <li>- Naviance for High School <ul style="list-style-type: none"> <li>» College Planning</li> <li>» Career Planning</li> <li>» Success Planning</li> <li>» Family Connection</li> <li>» Staff Dashboard and several other features</li> </ul> </li> <li>- Naviance Course Planner</li> </ul> <p><b>Professional Services Included (Year 1):</b></p> <ul style="list-style-type: none"> <li>- Implementation Guide (1 for District)</li> <li>- Family Connection Engagement Package (1 for District)</li> <li>- Implementation, Training, &amp; Consulting <ul style="list-style-type: none"> <li>» 2 Onsite Sessions (6 hrs each)</li> <li>» 8 Private Web Sessions (4 hrs each)</li> <li>» Strategic Implementation Services (60 hrs)</li> </ul> </li> </ul> <p><b>Professional Services Included (Year 2):</b></p> <ul style="list-style-type: none"> <li>- Implementation, Training, &amp; Consulting <ul style="list-style-type: none"> <li>» 6 Private Web Sessions (4 hrs each)</li> <li>» Strategic Implementation Services (40 hrs)</li> </ul> </li> </ul> <p><b>Professional Services Included (Year 3):</b></p> <ul style="list-style-type: none"> <li>- Implementation, Training, &amp; Consulting <ul style="list-style-type: none"> <li>» 4 Private Web Sessions (4 hrs each)</li> <li>» Strategic Implementation Services (20 hrs)</li> </ul> </li> </ul>

EXHIBIT 15

	<p>Private professional development sessions must be scheduled and delivered within 6 months of date of purchase.</p> <p>Client is responsible for travel expenses associated with onsite professional development.</p> <p>Client is responsible for travel expenses associated with onsite consulting services</p> <p>Private professional development courses can have up to 15 participants per session.</p>
<b>Comments</b>	<p><b>Please note:</b> Invoicing will be based on Pricing Schedule provided to Capistrano Unified District by Hobsons in non-negotiable 5 year term price proposal dated 9/20/2013. Fees for each annual period will be invoiced and due within 30 days upon invoicing at the beginning of each consecutive term. Exact dates for the term will be determined when Order Form is signed and Purchase Order issued. The fee schedule is as follows:</p> <p>Year 1 - <b>\$67,090</b>  Year 2 - <b>\$57,715</b>  Year 3 - <b>\$52,715</b>  Year 4 - <b>\$46,215</b>  Year 5 - <b>\$46,215</b></p> <p><b>Total Contract Amount: \$269,950</b>  <b>Approx Rate Per Student: \$2.92</b></p> <p><u>Schools and # of students:</u></p> <p>Dana Hill - 2799  Capo Valley - 2531  San Clemente - 2928  Aliso Niguel - 2948  Tesoro - 2338  San Juan Hills - 1977  California Prep Academy - 105  Junipero Serra - 201</p> <p>Total schools = 8 schools  Total enrollment = 15827</p>

Please complete or update the following information:

Account Contacts	First and Last Name	Email Address
Primary	Michelle Le Patner	MBLEPATNER@capousd.org
Billing	Michelle Le Patner	MBLEPATNER@capousd.org
Data/ Technology	Michelle Le Patner	MBLEPATNER@capousd.org
Training	Michelle Le Patner	MBLEPATNER@capousd.org
<b>Payment Method</b>	<p><input type="checkbox"/> Purchase Order # _____</p> <p><input type="checkbox"/> Credit Card # _____</p> <p><input type="checkbox"/> Check</p> <p><i>If paying by credit or debit card</i></p> <p>Expiration (mm/yy): _____ / _____</p> <p>Billing Zip Code: _____</p> <p>Security Code: _____</p>	

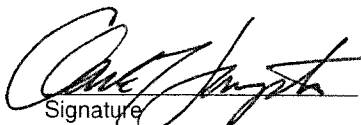


Prices are valid until **September 30<sup>th</sup> 2013**. All costs are denominated in U.S. dollars. Payment is due within 30 days of your invoice date. The services are delivered in accordance with applicable terms that can be found at <https://www.naviance.com/signin.php?us=1>. By signing below, you agree to be bound by such terms and that such terms are made part of this contract.

Termination for Non-Appropriation of Funds: **Capistrano Unified School District** may terminate this contract, in whole or in part due to insufficient funding within thirty (30) calendar days of the end of the then current fiscal funding year by providing written notice to Naviance. **Capistrano Unified School District** must provide Naviance written proof showing that it has not been appropriated funds for such term, and must not appropriate funds for Services the same as or similar to the Services provided in this Agreement, for the remainder of the term of this Agreement. **Capistrano Unified School District** shall pay for all of the services, if any are rendered up to the date of the termination notice.

Please complete the contact and payment information as indicated, then sign below to indicate your acceptance. By signing this contract, you are stating that you are authorized by your institution to make this purchase. If a Purchase Order is required for payment to be issued, please indicate below. If you have selected professional services, travel expenses for on-site professional services will be billed separately following your session(s).

☒ Yes, a Purchase Order is required. It will be sent to Naviance by November 1, 2013  
after final Board approval.

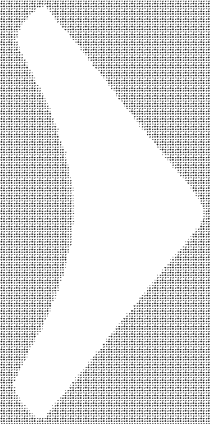
 Clark Hampton 9-30-2013  
Signature Printed Name and Position Signature Date  
Deputy Superintendent

**Purchase Order & Order Forms:**  
Naviance, Inc.  
3033 Wilson Boulevard, Suite 500  
Arlington, VA 22201

**Remit To:**  
Naviance, Inc  
P.O. Box 504571  
St. Louis, MO 63150-4571

IF YOU CHOOSE TO FAX, THEN PLEASE CLICK ON THE 'SIGN ON PAPER' BUTTON FOLLOWED BY 'PRINT AND FAX' BUTTON AND FAX YOUR SIGNED ORDER FORM TO THE NUMBER PROVIDED ON THE COVERPAGE OF THE DOWNLOADED DOCUMENT





**Capistrano Unified School District**  
**Michelle LePartner – Director of Secondary Education**

**Expires: 9/30/13**

Prepared by: Andrew Wamala  
3033 Wilson Boulevard, Suite 500, Arlington, VA 22201  
phone: 703-859-7519 | e-mail: [andrew.wamala@hobsons.com](mailto:andrew.wamala@hobsons.com)

9/20/2013

Dear Michelle,

Thank you for the time you have invested in helping Hobsons understand the specific goals that Capistrano Unified School District is working towards. We are confident that you can leverage the Naviance platform to achieve the following key objectives:

- Align with Capistrano USD's Strategic Plan – Pillars 1 and 3
- Provide consistency as it relates to preparing your students for the 21<sup>st</sup> Century workplace
- Focus on a 4 year plan for every student specific to California's A-G Requirements.
- Creation of Personalized Learning Plans for specific sub groups
- Motivational and Inspirational tools to encourage a college going culture
- Providing your students the tools for self-exploration (Personality and Interest Inventories) and ability to track and monitor career and college alignment
- One single systematic process to manage your college and career readiness initiative. A one-stop-shop for students, parents, counselors, teachers, staff and administrators

Hobsons already helps millions of educators, administrators, students, and families maximize success through every stage of the learning lifecycle. As a result of this experience, Hobsons is the logical, natural choice of education administrators in achieving goals similar to those you outlined in our conversations.

Hobsons is committed to exceeding your expectations through teamwork, innovation, and industry leadership. No other education technology company can provide such a comprehensive set of solutions through one integrated system. We believe these are important factors to consider as you make your decision.

Thank you for the opportunity to submit the attached proposal. I look forward to speaking with you soon to discuss this in detail and help Capistrano Unified School District in your mission to advance the achievement of its diverse student body through community engagement, sound policy governance, accountability and fiscal responsibility.

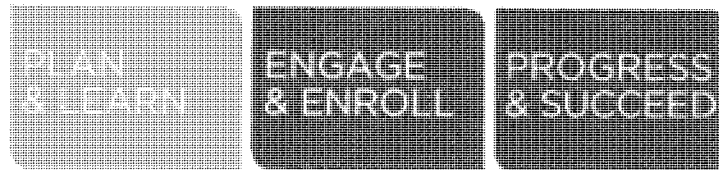
Sincerely,

Andrew Wamala  
District Account Executive  
703-859-7519  
[andrew.wamala@hobsons.com](mailto:andrew.wamala@hobsons.com)

## ➤ Hobsons Overview

At Hobsons, our mission is to maximize student success and institutional effectiveness to create the world-changers of tomorrow. We believe in the transformative power of education and the opportunity it provides for successful outcomes in all aspects of life.

Since our founding in 1974 we've grown to become one of the leading education technology companies in the world, serving millions of students across more than 7,500 schools, colleges, universities and nonprofits. Our strong relationships in the teaching and learning community provide us with the knowledge we need to offer a broad range of solutions that meet the challenges faced by students at all stages of the "P-20" education pipeline.



We understand that the decisions students make are cumulative, and academic choices made early on have a far-reaching impact on their futures. Students who make the connection between learning and life success become more personally invested in their education and are more apt to take advantage of the resources available to them.

The solutions offered by Hobsons increase student and family engagement as well as provide a robust set of tools to improve academic performance. By capturing more data and reporting and analytics, Hobsons empowers teachers, counselors and administrators with new ways to monitor and evaluate students' progress.

At the core of the Hobsons K-12 portfolio is Naviance, the world's most widely adopted college and career readiness platform.

## Connect Learning to Life

## Naviance

Naviance is a college and career readiness platform that helps connect academic achievement to post-secondary goals. Its comprehensive college and career planning solutions optimize student success, enhance school counselor productivity, and track results for school and district administrators.

Naviance enables schools and districts to create personalized success plans for each of their students, and aligns to many state mandates for individual learning plans. The solution offers a core set of functionality that enables students and counselors to connect college and career planning to individual student goals. The platform allows students to collaborate with educators to: set personal goals and tasks; search for colleges; and explore careers based on personal skills and interests.

In addition, the Naviance platform offers schools and districts the flexibility to customize the solution to their needs, and add additional functionality that extend the reach of their college and career readiness efforts. These solutions include:

- Adaptive Test Preparation for PSAT, SAT and ACT
- Electronic Transcript and Document Exchange
- Online Reading Assessment
- Course Planning
- Alumni Tracking

Naviance customers also have access to a wide variety of third-party solutions through the Naviance Marketplace. The Naviance Marketplace offers best-in-class tools that are integrated with Naviance to support college and career readiness efforts. Learn more at <http://www.naviance.com/marketplace>

The following sections provide more detailed information on the elements of the Naviance platform included in this proposal.

### **Student and Family Portal**

The Naviance Family Connection portal provides students and parents with web-based access to all the tools needed to communicate with school counselors and other staff about their post-secondary goals. Schools can enable optional features within Family Connection to help achieve personal goals through increased academic rigor, including test preparation, reading assessment, course planning, and math and science help.

### **Goal Setting and Task Management**

Naviance offers a robust set of tools to help students tie college and career planning efforts to specific tasks and goals. The solution provides schools the ability to customize the career and college readiness experience by school, grade-level, group and individual student. Naviance ensures that every student has meaningful goals for the future, and an action-oriented plan for achieving his or her goals.

Counselors, teachers and parents are equipped with the tools and data to effectively monitor and coach students toward their goals. Schools and districts can create a library of tasks using rich content including images, media files and document attachments. Tasks can be created for each student or batch-assigned by grade level or other student groupings. Ongoing progress against each task can be viewed by staff and commented on by the students, with records kept in the Naviance system.

Learn more at <http://vimeo.com/55952408>.

Naviance creates and supports a college-going culture by encouraging all students to explore post-secondary education options. Students and parents are given valuable insight into the college admissions process with the best college search tools on the market, including scattergrams, college visit scheduling, scholarship opportunities, application statistics and much more. Students can track their college applications and clearly see what still needs to be done, make sure they are meeting deadlines, and even make requests for transcripts or teacher recommendations.

[illegible]

Learn more at: <http://vimeo.com/55967630>.

## Self-Discovery and Career Exploration

Naviance empowers middle and high school students to learn more about themselves by linking personality type and interests with career clusters and individual careers. Students can identify promising careers and understand the academic preparation required to ensure workplace readiness.

Naviance provides self-discovery and career exploration tools throughout the student lifecycle, including Career Key™, a validated and age-appropriate career search and survey tool designed specifically for middle school students, and Do What You Are™ and the Career Interest Profiler, which allow high school students to explore potential careers from both a personality and interest viewpoint. Do What You Are™ and the Career Interest Profiler are validated and age appropriate career surveys for high school students.

Naviance offers career descriptions, academic preparation and requirements, and wage information at the city, state, and national level for more than 1,000 careers with their associated Holland profiles. More than 600 of the careers have videos associated with them, many offered in English and Spanish. Naviance reporting tools give teachers, counselors and administrators comprehensive information regarding student career interests to guide curriculum planning, career days, and other activities.

Learn more at <http://vimeo.com/24627921>.

## Roadtrip Nation

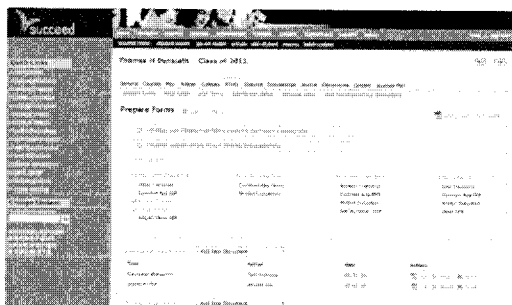
Hobsons has a new partnership with Roadtrip Nation designed to inspire young people to further define their own roads in life. Naviance customers can now access Roadtrip Nation's continually expanding archive of student-produced videos with local and national leaders. With Roadtrip Nation and Naviance, students can access meaningful resources to inform their own personal, academic, and career decisions, and they can collaborate with teachers, counselors, and family members in constructing road maps for their futures. This dynamic combination of resources helps to expand students' visions of their futures, and allows them to develop the self-efficacy and intrinsic motivation needed to take ownership of their education and to plan for the future.





## Electronic Document Preparation and Transfer

Though our exclusive relationship with Parchment® (providers of the Docufide® platform), Hobsons allows high school counselors, registrars, and teachers to securely send student application forms, recommendations, transcripts, and school profiles electronically to more than 1,800 participating colleges and universities – including all members of the Common Application.

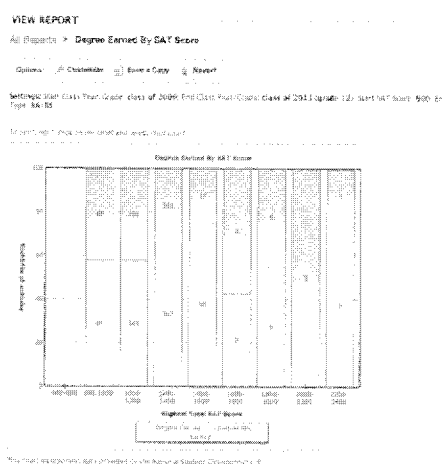
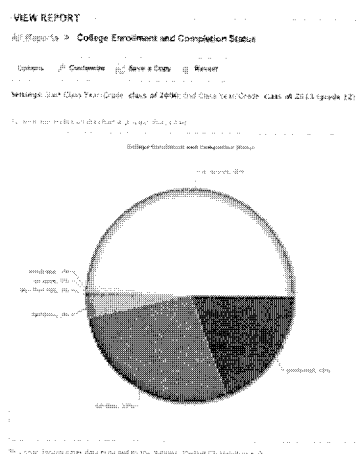


Naviance eDocs saves time and money while reducing the stress associated with meeting deadlines for delivering credentials throughout the college admissions process. Students can view the status of their application materials in Family Connection, keeping them informed without additional e-mails and phone calls to staff.

Learn more at <http://vimeo.com/24627997>.

## Alumni College Tracking

Only Naviance makes it possible to integrate data from the National Student Clearinghouse® about graduates' college enrollment and completion with the world's premier student success platform. Schools and districts can determine how their graduates are performing after high school and report on progress. The data also help schools to focus on opportunities to improve the college-going culture for all students.

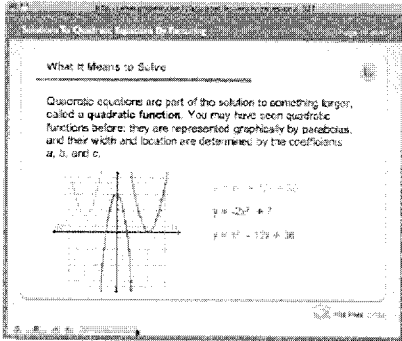


Schools can submit alumni information to the Clearinghouse directly from Naviance, and the Clearinghouse automatically populates post-secondary outcomes. Naviance allows schools and districts to deliver much greater functionality at a much lower cost versus building a separate data warehouse to track alumni outcomes. As a result, schools can save tens of thousands of dollars and hundreds of staff hours while making data more readily available to educators and families through a system they already depend on in their daily work.

Learn more at <http://vimeo.com/49241206>.

## ➤ PrepMe

Test preparation should not be a “one size fits all” proposition. PrepMe is an adaptive learning platform for test preparation that diagnoses each student’s individual strengths and weaknesses and creates a personalized study plan based on their needs and timelines. As students progress through the course, the program adapts to them. With PrepMe, students maximize the time spent studying for PSAT®, SAT®, and ACT® exams.



True learning is the key to success on standardized exams and in college. Our interactive online lessons and quizzes teach the skills needed to ace the test. PrepMe courses are aligned to the standards set forth by the test makers, and the lessons and quizzes coach students through test simulations to ensure preparation for test day.

Designed to help students meet their achievement targets, PrepMe’s web-based test prep system begins with an initial diagnostic test to assess each student’s strengths and weaknesses. The results combine with the date the student will

take the PSAT®, SAT®, and ACT® to create a personalized weekly schedule that includes interactive lessons, practice quizzes, and intermittent full-length tests.

PrepMe’s reporting functionality allows teachers and other staff to see usage in addition to learning outcomes aligned with ACT’s College Readiness Standards, The College Board Standards for College Success, and the Common Core State Standards.



Learn more at <http://vimeo.com/55791073>.

## Implementation, Professional Development, and Support

### Professional Development

The Professional Development plan will be a deliverable from the Assess phase, which will outline all the training courses to be delivered, the ordering of the courses, the timeline for delivery, and the required roles to attend each course. The number of sessions per course to be delivered is based on the number of individuals who need that course to learn about Naviance as it relates to their job function and the goals of Capistrano Unified School District

The type of training Hobsons will provide to teach Capistrano USD's staff members on how to use the Naviance solution consists of instructor-led training delivered in-person or remotely. In-person courses allow participants to interact with a Naviance-certified trainer onsite. In-person courses are often delivered to districts that wish to have a live trainer onsite for a tailored curriculum with more face-to-face interaction and discussion. Remote courses allow participants to interact with a Naviance-certified trainer via the Internet. Remote courses are often delivered to districts that have staff spread throughout various campuses and cannot bring everyone together for in-person instruction. Hobsons feels that best delivery method for Capistrano USD to train their staff would be both onsite and in-person courses.

In addition to the instructor-led training, Hobsons provides online resources such as quick reference guides, import guides, and getting started guides available in the Help Library to assist with the first year of implementation. These guides should be coupled with instructor-led training to ensure proper training of all staff members.

The training we provide for staff members in the first year of implementation consists of up to 14 different courses covering the various modules of the solution such as College Planning, Success Planning, Career Planning and Course Planning. In addition, there are introductory courses to address set-up and configuration as well as courses on Family Connection. The comprehensive curriculum coupled with expert instruction and professional participant workbooks enable users to achieve product mastery and use Naviance to drive student success.

For the first year of implementation, we recommend instructor-led training delivered onsite and private web sessions for Capistrano USD. The training that will be delivered should be separated into a series of training courses for high school staff. The number of courses delivered depends on the number of users who support middle schools and high schools. Each private training session delivered is for up to 15 attendees per session.

For **high school staff** we recommend a variety of courses depending on the roles within the high school staff. Specifically for high school counselors we recommend that each high school counselor attend training classes consisting of the following 8 courses:

1. Introduction to Naviance
2. Naviance Collaboration Tools
3. Configuring Naviance for Districts
4. Configuring Family Connection
5. Success Planning with Naviance
6. Career Planning with Naviance

7. College Planning: College Research Tools
8. College Planning: College Application Tools

The above courses could be delivered both onsite and via private web delivery in multiple sessions to address all the high school users to be trained.

Users such as administrators and teachers may not attend all 6 courses above depending on their involvement with the Naviance implementation.

### Sample Training Schedule for High School Staff

#### Day 1:

- Introduction to Naviance
- Naviance Collaboration Tools
- Configuring Naviance for Districts

#### Day 2:

- Configuring Family Connection
- Success Planning with Naviance
- Career Planning with Naviance

#### Day 3:

- College Planning: College Research Tools
- College Planning: College Application Tools

**NOTE:** Our Project Consultant will work very closely with the school district to design an instruction scope that fits very well with Capistrano USD's professional development needs. We always recommend that a team of power-users are part of all sessions, so that they are able to cross-train additional staff members.

### Professional Development Hours for High Schools:

Professional Development and Implementation Services for Capistrano USD:

#### For High Schools Only:

Service	Year	Hours	Session Options
Professional Development	1	44	2 on-sites @ 6 hours each 8 Private Web-based sessions @ 4 hours each
Professional Development	2	24	6 Private Web-based sessions @ 4 hours each
Professional Development	3	16	4 Private Web-based sessions @ 4 hours each

## Implementation – Consulting

For districts and school consortiums, Hobsons K-12 Professional Services consultants assist with implementing Naviance and other solutions across multiple sites and a large number of end-users. Our consultants build implementation and professional development plans, assist with importing new data and prepare import files for automation, review user roles and rights, ensure the user list is properly maintained and design custom surveys and reports.

A five-phase methodology is the cornerstone of our Consulting Services. This methodology uses a hands-on approach, incorporates best practices and ensures that we provide the tools your school needs to improve student outcomes. In addition, our consulting programs offer peace of mind by enabling you to leverage the collective experience of Naviance professionals. Our consultants advise you to make the right decisions early and accomplish critical tasks to ensure your implementation is on the right path. They provide both strategic guidance as well as tactical, hands-on support to augment the implementation efforts of your own staff. We offer prepackaged programs consisting of a set number of consulting hours to guide you through the stages of implementation.

### Implementation Services for High Schools:

Professional Development and Implementation Services for Capistrano USD:

#### For High Schools Only:

Service	Year	Hours	Session Options
Implementation Services	1	60	
Implementation Services	2	40	
Implementation Services	3	20	

## Professional Development – Naviance Summer Institute

The Naviance Summer Institute (NSI) is the premier annual gathering of Naviance Network members. First held in 2008, NSI has grown and continues to be the optimal event gathering for Naviance Network members to further their product knowledge and expertise, as well as to interact with Naviance staff and other Naviance Network members.

**The 6th annual Naviance Summer Institute (NSI) will take place July 9 -11, 2013 at the Waldorf Astoria in Naples, FL. Dr. Donna Shalala**, President of the University of Miami, and former Secretary of Health and Human Services under President Clinton, will serve as Keynote Speaker. The 2013 NSI will see expanded opportunities for learning, networking, sharing best practices, reconnecting with colleagues and building new professional relationships.

## Implementation – College and Career Readiness Curriculum

Drastically improve your students' college and career preparedness by implementing the College and

Career Readiness Curriculum Design Program. Developed in partnership with the University of Minnesota's Ramp Up to Readiness program, we now offer schools 175 engaging lessons that can be incorporated into the classroom, covering critical concepts and skills in academic, college and career planning; financial literacy; and personal and social development. These lessons help you make the most of Family Connection and can be used by counselors, teachers and advisors in grades 6-12 to drive student engagement.

The College and Career Readiness Curriculum Design Program includes 20 hours with a Naviance consultant to provide your school(s) with the following:

- Overview of the curriculum, including design, format and alignment with core content
- Assessment of your school's college and career readiness needs to determine which lessons will be most effective
- Development of a custom scope and sequence of lessons based on the needs analysis
- Delivery of all lesson materials aligned with your custom scope and sequence, including:
  - Lesson plans
  - PowerPoint presentations
  - Student activity worksheets
  - Pre- and post-assessments
- Creation of all surveys and documents required by the lessons in your custom scope and sequence within Naviance
- Setup of lessons and units using Naviance Success Planning
- Implementation support and guidance during curriculum roll-out
- Post-implementation progress and program impact reporting

## Implementation – Guide

For all of our new schools and districts, our Implementation Guide provides best practices and strategies including worksheets, checklists, and templates to ensure a smooth and timely rollout to school staff, students and families. This includes sample timelines, data import checklists, configuration ideas and recommended activities and milestones for staff and students broken down by grade level.

As you launch or expand your Naviance usage, our Implementation Guide provides you with best practices and strategies including worksheets, checklists, and templates to ensure a smooth and timely rollout to your school staff, students, and families.

In this guide, you will receive:

- *Consulting Services Methodology*: A proven five-phase approach and framework for implementation used by Naviance consultants.
- *Processing Worksheets*: Templates to establish goals, requirements, dependencies and risks for the implementation plan.
- *Sample 90-day Implementation Timeline*: Overview of tasks, deliverables, responsible parties, and estimated timeframe by phase that can be tailored to school or district objectives.
- *School Activity Calendar and Checklist*: Recommended activities and milestones for staff and students by grade level.
- *Data Import Checklists*: Overview of the type of data and the list of required and recommended fields for importing data into Naviance.
- *Configuration Recommendations*: Suggestions for creating roles, rights, and permissions and activating the appropriate school- and district-wide settings.

- *Family Connection Rollout Strategy*: Guidelines for establishing a communication and engagement plan for students including surveys, curriculum, and a checklist of features available by functional area.
- *Key Performance Indicators*: Matrix of reports available to measure progress against five key indicators – student growth and proficiency; college planning; career planning; student and family engagement; and alumni performance.

## Implementation – Family Connection Engagement Package

Engaging families in the post-secondary planning process is key to student success. The Family Connection Engagement Package provides best practices and resources for schools to educate parents and guardians on the role they play in their students' college- and career-readiness activities. The package includes:

- One student brochure on how to use Family Connection
- Two parent brochures on how to use Family Connection
- Six quick reference guides for students on Getting Started, College Planning, Career Planning, Success Planning and Course Planning
- Three quick reference guides for parents on Getting Started, College Planning, Career Planning, Success Planning, and Course Planning
- Communication templates for Family Connection awareness among parents and guardians
- List of activities that foster student Family Connection us

All materials are provided in English and Spanish.

## Support

Hobsons maintains a robust staff dedicated to developing and supporting the Naviance platform. The staff consists of a team of success managers, training specialists, consultants, technical support specialists and product engineers dedicated to supporting our clients to help achieve student success objectives.

Once a school or district becomes a Hobsons client, they are assigned a success manager who serves as a single point of contact. The success manager ensures the client stays well informed of Naviance events, updates, and new features. They are also instrumental in sharing best practices and suggestions for usage based on what has worked well with other accounts similar in size and scope.

In addition to having the support of a Naviance consultant and trainer throughout the implementation life cycle, schools and districts have access to Naviance Support Services to answer questions related to system usage and functionality. Naviance Support Services are available via phone, e-mail or through online help between 8 a.m. – 7 p.m. EST weekdays. 96% of phone calls are answered by a live representative with no hold time. During business hours, web support inquiries can expect a two-hour response time.

**\*\*Please proceed to next page to view Price Proposal:**

## Investment Summary – Naviance HS & Course Planner (Year 2 to 5):

### Pricing Notes:

- Pricing based on a 5 year term
- Special Approved Pricing is only valid till 9/30/2013
- Hobsons Best and Final Offer
- 30% Discount across all 5 years

Hobsons - K12 Division  
Capistrano USD  
9/20/2013

#### Naviance & CP

	Year 1	Year 2	Year 3	Year 4	Year 5
	<u>Naviance High Schools</u>	<u>Naviance High Schools</u>	<u>Naviance High Schools</u>	<u>Naviance High Schools</u>	<u>Naviance High Schools</u>
<u># of Schools</u>					
High Schools	8	8	8	8	8
<b>Total Schools</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>
<u>Enrollment</u>					
High School Enrollment	15,827	15,827	15,827	15,827	15,827
<b>Total Enrollment</b>	<b>15,827</b>	<b>15,827</b>	<b>15,827</b>	<b>15,827</b>	<b>15,827</b>
Price Per High School with Course Planner	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
<u>Product for All Schools</u>					
Naviance for High School	\$47,481	\$47,481	\$47,481	\$47,481	\$47,481
Naviance Course Planner	\$15,827	\$15,827	\$15,827	\$15,827	\$15,827
<b>License at List</b>	<b>\$63,308</b>	<b>\$63,308</b>	<b>\$63,308</b>	<b>\$63,308</b>	<b>\$63,308</b>
<u>Price Per Student</u>	<u>\$4.00</u>	<u>\$4.00</u>	<u>\$4.00</u>	<u>\$4.00</u>	<u>\$4.00</u>
<u>Special Discount</u>	<u>\$17,093</u>	<u>\$17,093</u>	<u>\$17,093</u>	<u>\$17,093</u>	<u>\$17,093</u>
<b>License at Discount Rate</b>	<b>\$46,215</b>	<b>\$46,215</b>	<b>\$46,215</b>	<b>\$46,215</b>	<b>\$46,215</b>
<b>Price Per Student at Discount Rate</b>	<b>\$2.92</b>	<b>\$2.92</b>	<b>\$2.92</b>	<b>\$2.92</b>	<b>\$2.92</b>
<b>License Rate Per School</b>	<b>\$5,777</b>	<b>\$5,777</b>	<b>\$5,777</b>	<b>\$5,777</b>	<b>\$5,777</b>
<u>Services for All Schools</u>					
Implementation Guide (1 Per District)	\$875	\$0	\$0	\$0	\$0
Family Connection Engagement Pkg (1 Per District)	\$500	\$0	\$0	\$0	\$0
Implementation and Support Services	\$10,500	\$7,000	\$3,500	\$0	\$0
Professional Development	\$9,000	\$4,500	\$3,000	\$0	\$0
<b>Total Services</b>	<b>\$20,875</b>	<b>\$11,500</b>	<b>\$6,500</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Annual Investment Price</b>	<b>\$67,090</b>	<b>\$57,715</b>	<b>\$52,715</b>	<b>\$46,215</b>	<b>\$46,215</b>



### Payment Schedule Starting Sept 30, 2013:

**Year 1 - \$67,090 – Due 9/30/13**

**Year 2 - \$57,715 – Due 9/30/14**

**Year 3 - \$52,715 – Due 9/30/15**

**Year 4 - \$46,215 – Due 9/30/16**

**Year 5 - \$46,215 – Due 9/30/17**

**Total 5 year Contract Amount: \$269,950**

### Notes

Special price and discount based on a 5 year contract with Hobsons, billable annually. This helps price-protect Capistrano Unified School District from price increases on license and services through the course of our partnership. Additional benefits are easier cash flow through the 5 year term, lower initial investment burden for the first few years of adoption,

Client is responsible for travel costs of the trainer associated with onsite services. Hobsons will be able to provide estimates for travel costs up to 30 days prior to travel date.

## ➤ Naviance Reference Stories

- **Clear Creek ISD (TX):** In just two years of using Naviance, one high school in Clear Creek ISD reported an increase in the students attending college from 53% to 62%. They credit Naviance with impacting their ability to communicate with students and parents about the importance of pursuing higher education.

Hear more at <http://vimeo.com/18541608>.

- **Minneapolis Public Schools (MN):** With Naviance, the number of high school students in Minneapolis Public Schools who have a post-secondary and career plan has increased by 30% in two years. The number of students who have indicated that they plan to attend a four-year college increased by 6% across the entire district.

Hear more at <http://vimeo.com/18541462>.

- **Stamford Public Schools (CT):** Stamford schools have utilized Naviance to engage parents and families. The district engages families by providing them with the Sallie Mae national scholarship database in Naviance during Parent Night. The district also continues to follow up and engage parents using Naviance communication tools.

- **Stamford Public Schools (CT):** The district in Stamford, CT saved \$58,000 in postage, paper and staff time by sending 20,500 transcripts and other documents via Naviance eDocs. In addition,

95% of seniors across the district used Naviance's Family Connection to research colleges and organize their post-secondary plans.

- **Jefferson Davis High School (Houston, TX):** Located in a high poverty area of Houston with an 89% Hispanic population, the school credits Naviance with helping them to achieve a 100% college application and acceptance rate.
- **Lee High School (Houston, TX):** Lee High School in central Houston has utilized Naviance to increase student engagement and interest in post-secondary plans. Students at the school average 26 visits to Naviance per student per year to discover college and career paths.
- **High Tech High (San Diego, CA):** High Tech High leverages Naviance as a powerful tool to monitor student progress and intervene when students are falling off track. The school credits Naviance for helping to achieve an impressive 81% college placement rate the first year after high school.

Hobsons measures client satisfaction ratings and continually seeks feedback from our customers. We have a long history of customer satisfaction and as a result more than 90% of all Naviance users renew the platform every year.



## LICENSING AGREEMENT

This Agreement effective **October 1, 2013**, is made and entered into by **Capistrano Unified School District** as Licensee and Document Tracking Services (DTS) as Licensors each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit A of this agreement.
  - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
  - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit A of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
  - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.



- I. License Fee. Licensee shall pay a fee of **\$11,115**.
- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
  - (i) Document. A document is defined as a) a specific template provided by CDE or; b) any specific word document or forms that have different fields or school references such as elementary, middle or high schools\* submitted by District or CDE; or c) individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
    - \* Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
  - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Assistant Director  
Document Tracking Services  
6365 Nancy Ridge Drive  
San Diego, CA 92121  
858-784-0967 - Phone  
858-587-4640 - Corporate Fax

Date: September 3, 2013

Licensee

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

Date: \_\_\_\_\_

Capistrano Unified School District



#### **Exhibit A**

The following are standard documents to be used in conjunction with the license.

1. 2013 School Accountability Report Card, English & English (CDE Template)
2. 2013 Single Plan for Student Achievement (Custom Template)
3. Others to be identified as needed.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of October 23, 2013  
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. Ackermann, Michaela	Inst Asst	Voluntary	11/08/2010	09/27/2013
2. Anderson, Karen	Inst Asst-Sp Ed	Voluntary	01/08/2013	10/08/2013
3. Baum, Bryce	Volleyball, Varsity (Head)	District Initiated	02/28/2009	09/18/2013
4. Billington, Heather	Inst Asst-Sp Ed	Childcare	09/09/2013	10/09/2013
5. Delfs, Ruth	HR Specialist	Retirement	10/08/1991	11/01/2013
6. Eskandari, Klaris	FS Worker	Personal	03/01/2006	09/27/2013
7. Espinosa, Jeanette	Inst Asst-Sp Ed	Voluntary	01/26/2012	10/11/2013
8. Godinez, Rodolfo	FS Worker	Other Employment	11/03/2009	09/20/2013
9. Grady, Jaren	Cross Country, Varsity (Head)	District Initiated	02/23/2013	09/18/2013
10. Graves, Sally	Academic Advisor	Retirement	09/06/1990	12/20/2013
11. Harriague, Carmen	Student Supvr	Voluntary	11/15/2012	10/18/2013
12. Jenson, Kathleen	IF-Sp Ed	Retirement	09/09/1996	12/20/2013
13. Landgraf, Kristine	Student Supvr	Voluntary	09/08/2009	09/23/2013
14. Martinez, Bernarda	Student Supvr	Other Employment	12/11/2012	10/08/2013
15. McDonald, Esther	IF-Sp Ed	Retirement	10/30/2000	12/20/2013
16. Miranda, Rachael	Inst Asst-Presch	Voluntary	01/10/2007	09/30/2013
17. Neuenswander, Jane	LVN	Other Employment	01/10/2012	10/10/2013
18. Peregrina, Gabriela	FS Elem Cashier	Illness	09/05/2006	09/21/2013
19. Rollins, Cathy	Academic Advisor	Retirement	10/16/1995	12/20/2013
20. Siodla, Erin	Health Asst	Relocation	09/07/2011	10/15/2013
21. Solano, Lupita	Blngl Comm Svcs Liaison	Other Employment	01/17/2012	10/04/2013
22. Vera, Carlos	IF-Sp Ed	Other Employment	09/26/2013	10/09/2013
23. Whitten, Susan	Lead FS Worker II	Retirement	09/06/1985	11/29/2013

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
24. Prescott, Donald	Technology/User Support Spec (12mo/40hpw)	\$3,713.68 mo	R37-1	10/24/2013

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
25. Carinena, Marta	Health Asst (9.5mo/17.5hpw)	\$16.74 hr	R27-1	10/24/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of October 23, 2013  
Certificated Employees

**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Carpenter, Paula	Substitute Teacher	Other Employment	05/20/2011	10/11/2013
2. Dedmon, Kristen	Substitute Teacher	Other Employment	02/26/2011	06/30/2013
3. Jackson, Jason	Substitute Teacher	Other Employment	09/12/2013	10/07/2013
4. Kasten, Lauren	Substitute Teacher	Other Employment	09/12/2013	10/03/2013
5. Pearson, Kimberly	Substitute Teacher	Other Employment	09/12/2013	10/15/2013
6. Smith, Jennifer	Substitute Teacher	Relocation	10/13/2011	06/30/2013
7. Torres, Giovanny	Substitute Teacher	District Initiated	09/12/2013	10/07/2013

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
8. Wallin, Marissa	Teacher	\$48,899	A-1	10/14/2013

**APPROVE HOME/HOSPITAL TEACHERS**

Pay @ \$35.00 per hour

9. Bailey, Rebecca	15. Place, Susan
10. Butler, Susan	16. Sepe, Christina
11. Godinez, Renee	17. Sturdevant-Brown, Lori
12. Granara, Alexandra	18. Terhune, Cynthia
13. Jacques, Pierre	19. Weinell, Mike
14. O'Toner, Eric	20. Workman, Ken

**APPROVE ADULT EDUCATION TEACHERS**

Pay @ \$29.00 per hour

21. Lively, Brian

Pay @ \$32.00 per hour

22. Cuthbertson, Denise



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of October 23, 2013  
Certificated Employees

**APPROVE SUBSTITUTE TEACHERS**

Pay @ \$90.00 per day

23. Barnett, Rose	31. Miller, Laura
24. Berger, Lance	32. Mora, Sandra
25. Davies, Megan	33. Petrocco, Maria
26. Hackman, Jennifer	34. Shrader, Loren
27. Hallett, Diana	35. Trikha, Neel
28. Holley, Mary	36. Wilson, Christine
29. Inducil, Glen	37. Zeek, Carl
30. Kohlberg, Krystal	

**APPROVE SUBSTITUTE SPEECH PATHOLOGIST**

Pay @ \$400.00 per day

38. Lamparter, Elizabeth

**APPROVE 6/5<sup>th</sup> ASSIGNMENT 1<sup>st</sup> SEMESTER**

39. Cummings, Rod	42. Marshall, Sarah
40. Jacobson, Lisa	43. Price, Linda
41. Jerome, Jacob	

**APPROVE 6/5<sup>th</sup> ASSIGNMENT-FULL YEAR**

44. Harris, Robert

**APPROVE ASSIGNMENT ADJUSTMENT**

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
45. Andrews, Phillip	Teacher-100%	ETAP I	07/01/2013
46. Belmont, Kim	Teacher-100%	ETAP I	09/01/2013
47. Burkhardt, Jennifer	Teacher-100%	ETAP I	09/10/2013
48. Fenstermaker, MaryAnne	Teacher-80%	Teacher-100%	09/09/2013
49. Guite, Lauren	Teacher-100%	ETAP I	09/01/2013
50. Jones, Karyn	Teacher-60%	Teacher-100%	07/01/2013
51. Lindberg, Erica	Teacher-80%	Teacher-100%	09/30/2013
52. Louie, Jamie	Teacher-100%	Teacher-60%	09/09/2013
53. Mackay, Frances	Teacher-100%	ETAP I	09/01/2013
54. Nicol, Katherine	Teacher-100%	STAP I	10/07/2013
55. Noland, Janice	Teacher-100%	ETAP I	07/01/2013
56. O'Brien, Jacqueline	Teacher-100%	ETAP I	09/10/2013
57. Page, Rachel	Teacher-100%	STAP I	07/01/2013
58. Ramirez, Leslie	Teacher-100%	ETAP I	09/01/2013

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**APPROVE ASSIGNMENT ADJUSTMENT (Cont.)**

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
59. Rumpf, Stacy	Teacher-100%	ETAP I	09/09/2013
60. Trumble, Donovan	Teacher-100%	Teacher-80%	09/09/2013
61. Young, Michael	Teacher-100%	ETAP I	09/09/2013- 02/02/2014

**APPROVE ADDITIONAL ASSIGNMENTS**

ELD Advisors – Multiple Sites

Not to exceed 55.5 hours non-instructional pay @ \$30.00 per hour  
08/26/2013-06/24/2014

62. Ahmer, Matt	92. Lechuga, Naomi
63. Baptiste, Natalie	93. Lewis, Elizabeth
64. Barrosa, Maria Cristina	94. Link, Barbie
65. Becerra, Jesus	95. Martus, Larissa
66. Bell, Beth	96. McCorkle, Valerie
67. Blanco, Syliva	97. Murphy, Jodi
68. Breithaupt, Teresa	98. Murphy, Orla
69. Bushell, Kimberly	99. Noland, Jan
70. Calkins, Joan	100. Parr, Linda
71. Cantoran, Rene	101. Peel, Maureen
72. Carter, Thomas	102. Pierce, Jonathan
73. Casebier, Diane	103. Reina, Renato
74. Conover, Nancy	104. Rivas, Trina
75. Eltiste, Ellen	105. Rivero, Alison
76. Fermon, Cara	106. Ruby-Koran, Cheryl
77. Freeman, Denene	107. Rutherford, Susanne
78. French, Mikole	108. Schertzer, Kristen
79. Frome, Lori	109. Shultz, Michelle
80. Furlong, Adriana	110. Smith, Laura
81. Gant, Tina	111. Swanson, Celeste
82. Garcia, Monica	112. Sweeney, Alba Lorena
83. Gaspar, Lisa	113. Takacs, Lynn
84. Gilstrap, Tiffany	114. Uminsky, Alma
85. Guzman, Carla	115. Vallegios, Stacy
86. Hebbard, Kristina	116. Vega, Lisette
87. Hehn, Lynette	117. Vega, Raul
88. Jacobson, Jennifer	118. Victa, Cleo
89. Jones, Lindsay	119. Villalba, Fernanda
90. Kenney, Valerie	120. Winters, Randi
91. Lane, LuAnne	

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

To Establish & Organize Curriculum Materials & Build a Science Lab to be used for K-5 Students and Teachers – Bathgate Elem

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour  
09/25/2013-06/15/2014

121. Eberhart, Janis

To Provide Sign Language Classes to Parents & Students per IEP's – Crown Valley Elem

Not to exceed 22 hours instructional pay @ \$35.00 per hour  
10/01/2013-02/01/2014

122. Darling, Cimbire

124. Records, Lynn

123. Hemenway, Nancy

To Provide Leadership Time for Grade Level Planning – Las Palmas Elem

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour  
10/01/2013-06/20/2014

125. Brannam, Andrea

129. Loya, Imelda

126. Hogancamp, Yesenia

130. Morrison-Lantz, Catherine

127. Jiron, Laurel

131. Noguez, Veronica

128. Keehn, Stephanie

132. Rhodes, Mariela

To Teach After School Academic Club – San Juan Elem

Not to exceed 11 hours instructional pay @ \$35.00 per hour  
10/02/2013-12/18/2013

133. Camacho, Isis

143. Perez, Carmen

134. Cantoran, Rene

144. Porter, Jacqueline

135. De Lira, Veronica

145. Ramirez, Theresa

136. DeLoye, Lisette

146. Reyes, Maribel

137. Garcia-Serrato, Martha

147. Sabad, Bernardo

138. Gerson, Victoria

148. Sanchez, Lidia

139. Hamidi, Luz

149. Sandoval, Yohana

140. Jacques, Pierre

150. Torres, Cristina

141. Le, Leslie

151. Ward, Yesenia

142. Martinez, Saul

152. Weinstein, Marybel

Reassignment of Grade Levels Per Article 9.6 – Wood Canyon Elem

Not to exceed 6 hours non-instructional pay @ \$30.00 per hour  
09/23/2013-10/04/2013

153. Beyer, Quinn

155. Koutroulis, Eliana

154. Fyfe, Marian

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

To Teach After School Math Classes – Marco Forster MS  
Not to exceed 26 hours instructional pay @ \$35.00 per hour  
09/30/2013-02/07/2013

156. Martus, Larissa

157. Miller, Maggie

To Teach After School Math and ELA Classes – Marco Forster MS  
Not to exceed 36 hours instructional pay @ \$35.00 per hour  
09/30/2013-02/07/2014

158. Burbach, Ruth

164. Mulcahy-Olsen, Missy

159. Caruso, Heather

165. Passarelli, Kendra

160. Dinh, Ana

166. Rivadeneyra, Mark

161. Espinoza-Perez, Soraya

167. Romero, Debra

162. Frommholz, Eric

168. Sanabria, Sergio

163. Gries, Vern

169. Schroeder, Joanne

To Teach Homework Club – Niguel Hills MS  
Not to exceed 81 hours instructional pay @ \$35.00 per hour  
10/01/2013-02/07/2014

170. Brown, Rocky

172. Peterson, Susan

171. Fragassi, Joe

173. Steidle, Gwynne

To Teach After School Tutorial Program – Shorecliffs MS  
Not to exceed 145 hours instructional pay @ \$35.00 per hour  
10/08/2013-06/05/2014

174. Blair, Tammy

176. Morales, Tom

175. Hammons, James

177. Quinn, Cory

To Provide Additional Duties Needed in the Summer Months – Capistrano Valley HS  
Not to exceed 50 hours non-instructional pay @ \$30.00 per hour  
08/01/2013-09/05/2013

178. Addison, Chad

ELD Advisor – Capistrano Valley HS  
Not to exceed 100 hours non-instructional pay @ \$30.00 per hour  
09/09/2013-06/24/2014

179. Sweeney, Alba

To Proctor Saturday School – Tesoro HS  
Not to exceed 4 hours instructional pay @ \$35.00 per hour  
09/20/2013

180. Herwig, Christopher

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Common Core State Standard Task Force – Education Division  
Not to exceed 25 hours non-instructional pay @ \$30.00 per hour  
09/09/2013-06/24/2014

- |                                |                            |
|--------------------------------|----------------------------|
| 181. Adnams, Craig             | 204. Knutsen, Michelle     |
| 182. Anderson, Carol           | 205. Leon, Rosemary        |
| 183. Barnett, Laura            | 206. Lowy, Laurie          |
| 184. Belshe, Riki              | 207. Mannina, Laura        |
| 185. Brandt, Mike              | 208. Martus, Larissa       |
| 186. Bungartz, Melinda         | 209. McLaughlin, Heather   |
| 187. Burke, Shaun              | 210. Munsell, Joni         |
| 188. Cappello, Annalee         | 211. Olson, Stacey         |
| 189. Clem, Monica              | 212. Patterson, Susie      |
| 190. Cummings, Toni            | 213. Porzuczek, Karin      |
| 191. Dewees, Julia             | 214. Quest, Mark           |
| 192. England, Cherie           | 215. Royal, Sue            |
| 193. Finman, Marie             | 216. Sarigumba, Bernadette |
| 194. Friedland, Rebecca        | 217. Southall, Jackie      |
| 195. Garell, Nancy             | 218. Tahbaz, Marie         |
| 196. Gennaro, Diane            | 219. Tucker, Candice       |
| 197. Hammons, Jim              | 220. Votava, Christine     |
| 198. Hanley, Kim               | 221. Waizinger, Lisa       |
| 199. Hartje, Marian            | 222. Webster, Donna        |
| 200. Hatchel, Steve            | 223. Whitmore, Linda       |
| 201. Heavlin-Martinez, Johanna | 224. Wirtz, Nico           |
| 202. Jacobson, Lisa            | 225. Zerrer, Tony          |
| 203. Jindra, Kim               |                            |

To Prepare and Teach a Balls and Ramps Class – Education Division  
Not to exceed 10 hours non-instructional pay @ \$30.00 per hour  
11/01/2013-11/30/2013

226. Skyes, Marie

To Create CCSS STEM Balls and Ramps Curriculum – Education Division  
Not to exceed 10 hours non-instructional pay @ \$30.00 per hour  
08/01/2013-08/30/2013

227. Sykes, Marie

To Provide CCSS Planning, Electricity and Magnetism – Education Division  
Not to exceed 10 hours non-instructional pay @ \$30.00 per hour  
08/01/2013-08/30/2013

228. Hardos, Barbara

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**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
229. Almanza, Nadine	Director, Student Activities, MS	Marco Forster MS	\$ 3,521.00	09/09/2013- 06/24/2014
230. Alvarez, Sharon	Newspaper Advisor, HS	Aliso Niguel HS	\$ 3,521.00	09/09/2013- 06/24/2014
231. Backlin, Dai	ASB Elementary-50%	Tijeras Creek Elem	\$ 660.00	09/09/2013- 06/24/2014
232. Beitz, Kathy	Director, Student Activities	Hankey MS	\$ 3,521.00	09/09/2013- 06/24/2014
233. Bennett, Kathy	Outdoor Education, Elementary	Bergeson Elem	\$ 110.00 per night	10/08/2013- 10/11/2013
234. Blake, Roxane	ASB Elementary-50%	Reilly Elem	\$ 660.00	09/09/2013- 06/24/2014
235. Butterworth, Jennifer	Outdoor Education, Elementary ASB Elementary	Malcom Elem	\$ 110.00 per night \$ 1,320.00	10/14/2013- 10/18/2013 09/06/2013- 06/24/2014
236. Caestecker, Heidi	ASB Elementary-50%	Ambuehl Elem	\$ 660.00	09/09/2013- 06/24/2014
237. Calhoun, Judy	Drama, MS Choral, MS	Bernice Ayer MS	\$ 3,081.00  \$ 1,760.00	09/06/2013- 06/24/2014
238. Carter, Thomas	Outdoor Education, Elementary	Concordia Elem	\$ 110.00 per night	05/19/2014- 05/21/2014
239. Choi, Eun	Block Music, Elementary	Music	\$ 2,200.00	09/06/2013- 06/23/2014
240. Coghill, Molly	California Schools Federation	Dana Hills HS	\$ 1,320.00	09/09/2013- 06/24/2014
241. Cummings, Antoinette	Peer Assistance Leadership	Bernice Ayer MS	\$ 1,320.00	09/06/2013- 06/24/2014
242. Cutkomp, Carol	Outdoor Education, Elementary	Tijeras Creek Elem	\$ 110.00 per night	05/27/2014- 05/30/2014
243. Desiano, Ann Marie	Dance, HS	Aliso Niguel HS	\$ 2,200.00	09/09/2013- 06/24/2014
244. DiLeo, Tim	Tennis, Girls' Varsity (Head)	Tesoro HS	\$ 3,301.00	09/02/2013- 11/01/2013

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**APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
245. Evans, Stuart	ASB Elementary-50%	Castille Elem	\$ 660.00	09/09/2013-02/06/2014
246. Fleischer, Mary	ASB Elementary-50%	Ambuehl Elem	\$ 660.00	09/09/2013-06/24/2014
247. Forster, Jens	Safety Equipment HS	Capistrano Valley HS	\$ 7,041.00	09/09/2013-06/24/2014
248. Furlong, Adriana	ASB Elementary	Marblehead Elem	\$ 1,320.00	09/09/2013-06/24/2014
249. Garritson, Melanie	Outdoor Education, Elementary ASB Elementary-50%	Concordia Elem	\$ 110.00 per night \$ 660.00	05/19/2013-05/21/2014 09/09/2013-06/24/2014
250. Giacchino, Corinne	ASB Elementary-50%	Castille Elem	\$ 660.00	02/10/2014-06/24/2014
251. Gibson, Michael	Waterpolo, Girls' Varsity (Head)	Tesoro HS	\$ 3,301.00	09/02/2013-11/08/2013
252. Golden, Jeremy	Drama, HS	Aliso Niguel HS	\$ 3,521.00	09/09/2013-06/24/2014
253. Green, Justin	Tennis, Girls' Varsity (Head)	Dana Hills HS	\$ 3,301.00	08/21/2013-11/01/2013
254. Hammad, Sonja	Orchestra, HS	Dana Hills HS	\$ 1,320.00	09/09/2013-06/24/2014
255. Harney, Jason	Choral, HS	Aliso Niguel HS	\$ 3,521.00	09/09/2013-06/24/2014
256. Hornig, Sarah	Outdoor Education, Elementary	Malcom Elem	\$ 110.00 per night	10/10/2013-10/11/2013
257. Jax, Alison	California Schools Federation	Aliso Niguel HS	\$ 1,320.00	09/09/2013-06/24/2014
258. Jeung, Albert	Orchestra, HS	Aliso Niguel HS	\$ 1,320.00	09/09/2013-06/24/2014
259. Jones, Karyn	Outdoor Education, Elementary	Bergeson Elem	\$ 110.00 per night	10/08/2013-10/11/2013
260. Long, Jeff	Instrumental Music A, MS	Hankey MS	\$ 1,760.00	09/09/2013-06/24/2014
261. Mack, Doug	Auto Trouble Shooting	Aliso Niguel HS	\$ 440.00	09/09/2013-06/24/2014
262. Magana, Andy	Marching Band, HS	Tesoro HS	\$ 4,401.00	09/06/2013-06/25/2014

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**APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
263. Martin, Debra	Mock Trial/Speech Contest	Aliso Niguel HS	\$ 1,100.00	09/09/2013-06/24/2014
264. Mascio, Robert	Drama, MS	Marco Forster MS	\$ 3,081.00	09/09/2013-06/24/2014
265. McMurray, Mike	ASB Elementary-50%	Reilly Elem	\$ 660.00	09/06/2013-06/24/2014
266. Montgonery, Lori	ASB Elementary-50%	Canyon Vista Elem	\$ 1,320.00	09/09/2013-06/24/2014
267. Morgan, Diana	Outdoor Education, Elementary	Tijeras Creek Elem	\$ 110.00 per night	05/27/2014-05/30/2014
268. Nielsen, Noelle	Choral-50%, MS	Vista Del Mar MS	\$ 880.00	01/07/2014-06/24/2014
269. Novak, Isabel	National Honor Society	Aliso Niguel HS	\$1,320.00	09/09/2013-06/24/2014
270. Nufer, Colleen	Outdoor Education, Elementary ASB Elementary-50%	Concordia Elem	\$ 110.00 per night \$ 660.00	05/19/2014-05/21/2014
271. Nye, Kelli	ASB Elementary	Lobo Elem	\$ 1,320.00	09/09/2013-06/24/2014
272. O'Connell, Teresa	Peer Assistance Leadership	Marco Forster MS	\$ 1,320.00	09/09/2013-06/24/2014
273. Paine, Bill	Outdoor Education, Elementary	Bergeson Elem	\$ 110.00 per night	10/08/2013-10/11/2013
274. Perez, Richard	Instrumental Music A/B, MS Choral, MS Orchestra Music A, MS	Marco Forster MS	\$ 1,760.00	09/09/2013-06/24/2014
275. Pianta, Rebecca	ASB Elementary	Hankey Elem	\$ 1,320.00	09/09/2013-06/24/2014
276. Pinon, Ryan	Surfing, Varsity (Head)	Tesoro HS	\$ 3,301.00	08/24/2013-11/15/2013
277. Polk, Richard	Volleyball, Girls' Varsity (Head)	Tesoro HS	\$ 3,301.00	09/02/2013-11/06/2013
278. Ramirez, Gilbert	Safety/Equipment, HS	Tesoro HS	\$ 7,041.00	09/06/2013-06/24/2014



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**APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
279. Reimer, Nona	Outdoor Education, Elementary	Malcom Elem	\$ 110.00 per night	10/10/2013- 10/11/2013
280. Reischl, Virginia	Mock Trial/Speech	Dana Hills HS	\$ 1,100.00	09/09/2013- 06/24/2014
281. Rivadeneyra, Mark	Annual, MS	Marco Forster MS	\$ 3,081.00	09/09/2013- 06/24/2014
282. Robertson, Julie	ASB Elementary-50%	Canyon Vista Elem	\$ 1,320.00	09/09/2013- 06/24/2014
283. Rosien, Jennifer	Annual, MS	Bernice Ayer MS	\$ 3,081.00	09/06/2013- 06/24/2014
284. Ruhlen, Rich	Annual, HS	Aliso Niguel HS	\$ 3,521.00	09/09/2013- 06/24/2014
285. Schultz, Donald	Instrumental Music A, MS	Bernice Ayer MS	\$ 1,760.00	09/06/2013- 06/24/2014
286. Skaff, Don	Golf, Girls' Varsity (Head)	Tesoro HS	\$ 3,301.00	09/02/2013- 10/25/2013
287. Skelly, Barbara	ASB Elementary	Las Palmas Elem	\$ 1,320.00	09/09/2013- 06/24/2014
288. Stanley, Michael	Outdoor Education, Elementary	Tijeras Creek Elem	\$ 110.00 per night	05/27/2014- 05/30/2014
289. Suttles, Andrea	Choral-50%, MS	Vista Del Mar MS	\$ 880.00	09/09/2013- 12/20/2013
290. Thomas, Wendy	ASB Elementary	Bergeson Elem	\$ 1,320.00	09/09/2013- 06/24/2014
291. Wallace, Danielle	National Honor Society	Dana Hills HS	\$ 1,320.00	09/09/2013- 06/24/2014
292. Weinberg, Dave	Auxiliary Band Unit, HS Jazz Band, HS Marching Band, HS	Aliso Niguel HS	\$ 2,200.00  \$ 2,200.00  \$ 3,961.00	09/09/2013- 06/24/2014
293. Welter, Tracy	Director, Student Activities	Bernice Ayer MS	\$ 3,521.00	09/06/2013- 06/25/2014

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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
294. Arneson, Jim	Basketball, Girls' (Head)	Tesoro HS	\$ 3,500.00	06/13/2013- 08/01/2013
295. Brooks, Michael	Lacrosse, Girls'	Dana Hills HS	\$ 3,300.00	10/01/2013- 12/19/2013
296. Hulse, Mike	Basketball, Girls'	Dana Hills HS	\$ 1,000.00	09/09/2013- 11/14/2013
297. Kucera, Lee	Event Chaperone	Capistrano Valley HS	\$ 500.00	09/09/2013- 06/24/2014
298. Lynch, Erick	Waterpolo, Girls' (Head)	Aliso Niguel HS	\$ 3,000.00	10/07/2013- 11/11/2013
299. Nagano, Warren	Basketball, Girls' (Asst)	Tesoro HS	\$ 800.00	06/13/2013- 08/01/2013
300. Polk, Richard	Volleyball, Boys' (Head)	Tesoro HS	\$ 3,500.00	06/15/2013- 08/15/2013
301. Schofield, Nicholas	Golf, Varsity (Asst)	Tesoro HS	\$ 2,174.05	09/02/2013- 10/25/2013
302. Werner, Danny	Football, (Asst)	Aliso Niguel HS	\$ 1,800.00	09/26/2013- 11/07/2013

**APPROVE LEAVES OF ABSENCE**

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
303. Guarino, Jody	Personal	10/25/2013- 06/30/2014

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**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Reemploy Laid Off Employee</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
26. Ortega, Carmen	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$17.55 hr	R23-4	10/24/2013
<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
27. Amy, Shawn	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	10/24/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
28. Baldwin, Laura	IF-Sp Ed	\$14.79 hr	R22-1	10/24/2013
29. Billington, Heather	Inst Asst-Sp Ed	\$14.08 hr	R20-1	10/24/2013
30. Brier-Capps, Lisa	Personnel Asst	\$17.16 hr	R28-1	10/24/2013
31. Deracat, Emily	Inst Asst	\$13.74 hr	R19-1	09/09/2013
32. Fisher, Sonya	Student Supvr	\$10.00 hr		10/24/2013
33. Godinez, Rodolfo	FS Worker	\$12.14 hr	R14-1	10/24/2013
34. Konrad, Danette	Student Supvr	\$10.00 hr		10/24/2013
35. Ljoka, Quinn	Student Supvr	\$10.00 hr		10/24/2013
36. Rampf, Solveig	Student Supvr	\$10.00 hr		10/24/2013
37. Taylor, William	Sch Bus Driver	\$17.48	R28-1	10/24/2013
38. Torres, Francisco	Custodian I	\$16.33 hr	R26-1	10/24/2013
<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>		<u>Effective Date</u>
39. Allison, Linda	School Bus Driver	\$ 8.00 hr		07/15/2013-
	Trainee			07/18/2013
40. Del Torro, Michelle	Student Supvr	\$10.00 hr		09/30/2013
41. Flores Arteaga, Nataly	Student Supvr	\$10.00 hr		10/24/2013
42. Kibic, Gilda	Student Supvr	\$10.00 hr		09/09/2013-
				06/30/2014
43. Konrad, Danette	Student Supvr	\$10.00 hr		10/24/2013
44. Oakley, Ligia	Student Supvr	\$10.00		10/24/2013
45. Pastor, William	Student Worker	\$ 8.00 hr		09/09/2013-
				11/30/2013

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**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
46. Penner, Susan	AVID Tutor	\$10.00 hr	09/13/2013- 06/24/2014
47. Rodriguez, Annette	Student Supvr	\$10.00 hr	10/24/2013
48. Vanatta, Olivia	Student Supvr	\$10.00 hr	09/09/2013- 06/30/2014

**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
49. Allinson, Carly	Trainer, HS	Aliso Niguel HS	\$ 3,521.00	09/09/2013- 06/24/2014
50. Draper, Dylan	Waterpolo, Boys' Varsity (Asst)	Aliso Niguel HS	\$ 2,641.00	11/12/2013- 01/30/2014
51. Eaton, Patrick	Volleyball, Girls' Varsity (Asst)	Tesoro HS	\$ 2,641.00	09/02/2013- 11/06/2013
52. Fasola, Patty	Cross Country, Girls' (Head)	Tesoro HS	\$ 3,301.00	09/02/2013- 11/08/2013
53. Mashburn, Andrew	Football, Varsity (Asst)	Tesoro HS	\$ 3,521.00	08/30/2013- 11/08/2013
54. Pacek, Kristina	Waterpolo, Boys' Varsity (Asst)	San Juan Hills HS	\$ 2,641.00	08/01/2013- 11/07/2013
55. Post, Randy	Volleyball, Girls' Varsity (Asst)	Dana Hills HS	\$ 2,641.00	08/21/2013- 11/06/2013
56. Royle, Michael	Tennis, Girls' Varsity (Head)	San Juan Hills HS	\$ 3,301.00	08/01/2013- 11/07/2013
57. Sherman, Rocky	Safety/Equipment	Aliso Niguel HS	\$ 7,041.00	09/09/2013- 06/24/2014
58. Taylor, Carrie	Soccer, Girls' Varsity (Head)	Dana Hills HS	\$ 3,301.00	11/12/2013- 01/30/2014
59. Wire, Greg	Safety Epuipment	San Clemente HS	\$ 7,041.00	09/09/2013- 06/24/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of October 23, 2013  
Classified 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>
60. Barker, Leonardo	Football, (Asst)	San Clemente HS	\$ 3,500.00	08/12/2013- 11/08/2013
61. Campbell, Dorie	Lacrosse, Girls'	Dana Hills HS	\$ 2,000.00	10/01/2013- 12/19/2013
62. Chang, Wan-Chin	SOCSA, HS	Dana Hills HS	\$ 1,000.00	09/12/2013- 06/24/2014
63. Conrad, Todd	Waterpolo, Girls' (Asst)	Tesoro HS	\$ 3,200.00	09/02/2013- 11/08/2013
64. Durst, Tracy	Athletic Trainer, HS	Tesoro HS	\$ 2,500.00	08/12/2013- 11/15/2013
65. Eaton, Patrick	Volleyball, Boys' (Asst)	Tesoro HS	\$ 3,500.00	06/15/2013- 08/15/2013
	Volleyball, Girls' (Asst)		\$ 2,608.00	09/02/2013- 11/06/2013
66. Gelgur, Lauren	Tennis, Girls' (Asst)	San Juan Hills HS	\$ 2,500.00	10/01/2013- 11/07/2013
67. Hoffman, William	Ticket Taker	Capistrano Valley HS	\$ 500.00	08/30/2013- 06/25/2014
68. Holbrook, Randall	Softball, (Asst)	San Juan Hills HS	\$ 4,500.00	07/01/2013- 02/28/2014
69. Janko, Robert	Event Chaperone	Capistrano Valley HS	\$ 1,500.00	08/30/2013- 06/24/2014
70. Martinez, Marlyse	Orchestra, HS	Aliso Niguel HS	\$ 500.00	09/01/2013- 06/30/2014
71. McPhee, Kaely	Dance Choreographer	San Clemente HS	\$ 2,600.00	09/01/2013- 07/30/2014
72. Owens, John	Wrestling	San Clemente HS	\$ 2,000.00	09/30/2013- 11/16/2013
73. Parry, Karine	Cross Country, Girls'	Aliso Niguel HS	\$ 2,500.00	09/23/2013- 11/07/2013
74. Perez, Elias	Volleyball, Girls' (Asst)	Tesoro HS	\$ 2,608.00	09/02/2013- 11/06/2013
75. Rizzo, Kaitlyn	Dance, HS	Dana Hills HS	\$ 5,000.00	09/12/2013- 06/24/2014
76. Simone, Santino	Football, JV (Asst)	Dana Hills HS	\$ 1,500.00	08/30/2013- 11/08/2013
77. Sucamele, Jordan	Tennis, Girls' (Asst)	Dana Hills HS	\$ 2,800.00	08/21/2013- 11/08/2013
78. Terusa, Vince	Marching Band, HS	Aliso Niguel HS	\$ 1,200.00	07/01/2013- 06/30/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of October 23, 2013  
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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>
79. Wagner, Benjamin	Volleyball, Girls' (Asst)	Tesoro HS	\$ 2,608.00	09/02/2013- 11/06/2013
80. Ward, Austen	Tennis, (Asst)	Tesoro HS	\$ 2,100.00	09/02/2013- 11/01/2013
81. Weed, Ted	Marching Band, HS	Aliso Niguel HS	\$ 700.00	07/01/2013- 06/30/2014
82. Yoder, Curtis	Volleyball, Girls' JV	San Juan Hills HS	\$ 2,500.00	08/01/2013- 11/07/2013

**APPROVE EMPLOYMENT PENDING CLEARANCES**

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
83. Soydinc, Melisa	Sch Receptionist (10.75mo/40hpw)	\$15.16 hr	R23-1	10/24/2013

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
84. Bartik, Lisa	Inst Asst-Sp Ed Presch (9.5mo/17.5hpw)	\$13.74 hr	R19-1	10/24/2013
85. Benner, Angel	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	10/24/2013
86. Coleman, Meghan	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	10/24/2013
87. Fazio, Suzanne	Health Asst (9.5mo/17.5hpw)	\$16.74 hr	R27-1	10/24/2013
88. Hunter, Christina	Inst Asst-Sp Ed Presch (9.5mo/17.5hpw)	\$13.74 hr	R19-1	10/24/2013
89. Illig, Morgan	IF-Autism (9.5mo/30hpw)	\$14.79 hr	R22-1	10/24/2013
90. Khatib, Jacqueline	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.78 hr	R20-2	10/24/2013
91. Marchant, Dana	FS Worker (9.5mo/15hpw)	\$12.14 hr	R14-1	10/24/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT  
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**APPROVE EMPLOYMENT PENDING CLEARANCES (Cont.)**

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
92. Moore, Sara	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	\$20-1	10/24/2013
93. Oshiro, Dianna	IF-Autism (9.5mo/30hpw)	\$14.79 hr	R22-1	10/24/2013
94. Rothschild, Nicole	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	10/24/2013
95. Scrinscher, Anatasiya	IF-Sp Ed (9.5mo/32.5hpw)	\$14.79 hr	R22-1	10/24/2013
96. Sehgal, Pooja	Presch Teacher (9.5mo/30hpw)	\$18.48 hr	R31-1	10/24/2013
97. Short, MacKenzie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	10/24/2013
98. Todisco, Michael	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	10/24/2013	10/24/2013
99. Tran, Ruth	Presch Teacher (9.5mo/30hpw)	\$18.48 hr	R31-1	10/24/2013

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
100. Garrett, Brianna	Tennis, Girls' (Asst)	\$ 2,300.00		09/02/2013- 11/01/2013
101. Hildebrand, Brian	Football, Varsity (Asst)	\$ 3,521.00		08/30/2013- 11/08/2013
102. Lepe, Emmanuel	Waterpolo, Boys' (Asst)	\$ 2,641.00		09/02/2013- 11/08/2013
103. McCormick, Chris	Football, Frosh (Asst)	\$ 2,200.00		08/30/2013- 11/08/2013
104. Westling, Wayne	Golf, Girls'	\$ 3,500.00		08/26/2013- 11/01/2013

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**APPROVE PROMOTION**

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
105. Gaffney, Lanett	Presch Tchr (9.5mo/30hpw)	Presch Site Facilitator (9.5mo/30hpw)	R33-4	10/24/2013
106. Scarola, Denice	Benefits Technician (12mo/40hpw)	Insurance/Risk Mgmt Specialist (12mo/40hpw)	CONF R21-5	10/24/2013

**APPROVE REASSIGNMENTS**

<u>Name</u>	<u>Former Position</u>	<u>Reassignment</u>	<u>Range Step</u>	<u>Effective Date</u>
107. Adams, Kara	IF-Autism (9.5mo/32.5hpw)	IF-Autism (9.5mo/30hpw)	R22-4	10/24/2013

**APPROVE ASSIGNMENT ADJUSTMENTS**

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
108. Abrams, Russell	Student Supvr (9.5mo/11.25hpw)	Student Supvr (9.5mo/9.2hpw)		09/09/2013
109. Adams, Stephanie	Student Supvr (9.5mo/5hpw)	Student Supvr (9.5mo/7.5hpw)		10/24/2013
110. Bergman, Linnay	Student Supvr (9.5mo/5.5hpe)	Student Supvr (9.5mo/7hpw)		10/24/2013
111. Cameron, Susan	IF-Sp Ed (9.5mo/17.5hpw)	IF-Autism (9.5mo/30hpw)	R22-1	10/24/2013
112. Escherich, Ellen	IF-SpEd (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/32.5hpw)	R22-1	10/24/2013
113. Gutierrez, Laura	Student Supvr (9.5mo/12.5hpw)	Student Supvr (9.5mo/13.4hpw)		09/09/2013
114. Mihalich, Kelli	Student Supvr (9.5mo/6hpw)	Student Supvr (9.5mo/4hpw)		10/24/2013
115. Peper, Missi	Student Supvr (9.5mo/5hpw)	Student Supvr (9.5mo/4hpw)		10/24/2013
116. Wykoff, Patricia	Student Supvr (9.5mo/11.25hpw)	Student Supvr (9.5mo/13.4hpw)		09/09/2013



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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT**

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
117. Diaz, Margo	Lead FS Worker II TAA NTE 14 hrs (Provide additional help)	R31-1	05/17/2013- 06/11/2013

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT**  
**PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
118. Abaroa Avila, Luz	Blngl Inst Asst TAA NTE 30 hrs (Assist with interpreting during parent conferences)	09/09/2013- 06/24/2014
119. Abrams, Russell	Student Supvr TAA NTE 2 hrs (Provide supervision for back to school night)	10/02/2013
120. Aguirre, Maria	Inst Asst TAA NTE 5 hrs (Provide help with updating CAL SAFE classroom)	09/16/2013- 10/31/2013
121. Alvarez, Carmen	Blngl Comm Svcs Liaison TAA NTE 50 hrs (Provide parenting classes)	10/02/2013- 06/06/2014
122. Bolokowicz, Joanne	Health Asst TAA NTE 10 hrs (Assist with the preparation of health conditions due to increased enrollment)	09/25/2013- 01/30/2014
123. Boulgarides, Gabriela	Blngl Comm Svcs Liaison TAA NTE 30 hrs (Assist with interpreting during parent conferences)	09/09/2013- 06/24/2014
124. Diaz, Martha	Blngl Inst Asst TAA NTE 30 hrs (Assist with interpreting during parent conferences)	09/09/2013- 06/24/2014
125. Gruden, Norman	Blngl Comm Svcs Liaison TAA NTE 120 hrs (Assist with State Funded Program)	10/01/2013- 11/08/2013
126. Heesch, Jennifer	Presch Tchr TAA NTE 30 hrs (Assist with set-up day, back to school night, teachers meeting, tear down and sep training)	08/01/2013- 06/30/2014
127. Kaczmarczyk, Heatherann	Inst Asst-Sp Ed TAA NTE 3 hrs (Assist with Leadership Transition Team processing)	09/30/2013
128. Larkin, Nancy	Inst Asst TAA NTE 5 hrs (Provide help with updating CAL SAFE classroom)	09/16/2013- 10/31/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of October 23, 2013  
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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>
129. Marinez, Zonia	Blngl Comm Scvs Liaison TAA NTE 40 hrs (Provide support to EL populations needs during school day meetings)	09/09/2013- 10/31/2013
130. Pavahnejad, Sophie	LVN TAA NTE 4.5 hrs (Provide medical care training to preschool staff)	09/09/2013- 09/20/2013
131. Razzazzian, Mahpareh	Student Supvr TAA NTE 20 hrs (Provide additional supervision of students)	09/19/2013- 06/15/2014
132. Rodriguez, Nascina	Testing Asst TAA NTE 300 hrs (Assist with CELDT, LAS and misc testing at various school sites)	01/06/2014- 06/25/2014
133. Rogers, Mark	Inst Asst TAA NTE 18 hrs (Provide additional time for collaboration and planning)	09/20/2013- 06/20/2014
134. Siracusa, Andrea	Blngl Inst Asst TAA NTE 30 hrs (Assist with interpreting during parent conferences)	09/09/2013- 06/24/2014
135. Wykoff, Patricia	Student Supvr TAA NTE 2 hrs (Provide supervision for back to school night)	10/02/2013

**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>
136. Calahan, Michael	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Health Asst Opportunity Asst	R27-2 R24-2	09/09/2013- 06/24/2013
137. Cherone, Elizabeth	Health Asst (9.5mo/17.5hpw)	Opportunity Asst	R24-15	09/09/2013- 06/24/2014
138. Colburn, Marion	Health Asst (9.5mo/17.5hpw)	Elem Sch Clerk Elem Sch Office Mgr	R26-2 R33-1	10/10/2013
139. Gascon, Yolanda	Blngl Elem Sch Clerk (10.5mo/17.5hpw)	Blngl Elem Sch Office Mgr	R34-4	09/09/2013
140. Harris, Christine	MS Campus Supvr (9.5mo/17.5hpw)	Health Asst Opportunity Asst	R27-3 R24-3	09/09/2013- 06/24/2014
141. Herbolt, Michael	MS Campus Supvr (9.5mo/15.0hpw)	Health Asst Opportunity Asst	R27-5 R24-5	09/09/2013- 06/24/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of October 23, 2013  
Classified Employees

**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED  
FOR VACANT POSITION OR ABSENT EMPLOYEE (Cont.)**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
142. Inskeep, Nancy	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Inst Asst	R19-6	09/09/2013- 10/24/2013
143. Langford, Diana	MS Campus Supvr (9.5mo/17.5hpw)	Health Asst Opportunity Asst	R27-4 R24-4	09/09/2013- 06/24/2014
144. Penny, Fabiane	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	Health Asst Opportunity Asst	R27-2 R24-2	09/09/2013- 06/24/2014
145. Peshek, Patty	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-4	09/09/2013- 06/24/2014
146. Simonelli, Rorie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Health Asst Opportunity Asst	R27-15 R24-15	09/09/2013- 06/24/2014
147. Sullivan, Elizabeth	MS Campus Supvr (9.5mo/17.5hpw)	Health Asst Opportunity Asst	R27-5 R24-5	09/09/2013- 06/24/2014
148. Wadsworth, Maria	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Health Asst Opportunity Asst	R27-1 R24-1	09/09/2013- 06/24/2014
149. Wexelberg, Kirsten	IF-Sp Ed (9.5mo/17.5hpw)	Health Asst Opportunity Asst	R27-1 R24-1	09/09/2013- 06/24/2014

**APPROVE UNPAID LEAVES OF ABSENCE**

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
150. Villanueva, Jr., Ramiro	MS Campus Supvr (9.5mo/10hpw)	09/09/2013- 12/10/2013

# 2013-2014 Quarterly Report on Williams Uniform Complaints (Required by Education Code Section 35186)

**District:** Capistrano Unified School District

**Person completing this form:** Leona Olson



**Title:** Executive Director, Personnel/Compliance

- |  |                                |                                       |
|--|--------------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> Quarter #1 | July 1 to September 30, 2013   | <b>Report due by October 31, 2013</b> |
| <input type="checkbox"/> Quarter #2            | October 1 to December 31, 2013 | <b>Report due by January 31, 2014</b> |
| <input type="checkbox"/> Quarter #3            | January 1 to March 31, 2014    | <b>Report due by April 30, 2014</b>   |
| <input type="checkbox"/> Quarter #4            | April 1 to June 30, 2014       | <b>Report due by July 31, 2014</b>    |

Date information will be reported publicly at governing board meeting: October 23, 2013

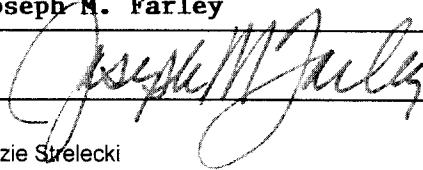
**Please check the box that applies:**

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancies or Misassignments	0	0	0
Facility Conditions	0	0	0
CAHSEE Intensive Instruction & Services (High school districts only)	0	0	0
<b>TOTALS</b>	0	0	0

Print name of Superintendent: **Joseph M. Farley**

Signature of Superintendent:



Date: 10/11/13

**Please submit to:**

Suzie Sirelecki  
Senior Administrative Assistant  
200 Kalmus Drive, B-1009  
P.O. Box 9050, Costa Mesa, CA 92628-9050  
(714) 966-4336 or fax to: (714) 549-2657



**Authorization of Coaches to Provide PE Credit – First Semester  
October 23, 2013**

<b>ALISO NIGUEL HIGH SCHOOL</b>	
<b>Teacher</b>	<b>Assignment</b>
Lynch, Erick	Girls Water Polo
Middlebrook, Stacy	Girls' Cross Country
Barnett, Keith	Boys' Basketball
Puffer, Jon	Boys' Water Polo
Weinberg, David	Marching Band
Hanson, Craig	Baseball
Colwell, Greg	Wrestling
Schreiman, Courtney	Drill
Butler, Peter	Girls' Volleyball
Westling, Kurt	Football
Jeung, Albert	Power Walking
Walsh, John	Boys' Cross Country

<b>CAPISTRANO VALLEY HIGH SCHOOL</b>	
<b>Teacher</b>	<b>Assignment</b>
Addison, Chad	Girls Soccer, Tennis, and Volleyball, Boys Cross Country
Ahlberg, Mark	Girls Basketball
Bedrosian, Jason	Baseball
Bordner, Rich	Wrestling
Bucher, Ernie	Football
Clark, Brian	Football
Gustafson, Ryan	Football
Higginson, Pat	Girls Water Polo
Minier, Mike	Girls Golf
Mulligan, Brian	Boys Basketball
Sayles, Ken	Girls Cross Country
Schultz, Brian	Surfing
Sorrell, Jason	Boys Soccer
Waldukat, Andy	Marching Band
Yancey, Steve	Boys Water Polo

<b>DANA HILLS HIGH SCHOOL</b>	
<b>Teacher</b>	<b>Assignment</b>
Compean, Leonardo	Boys Soccer
Cullinan, Robert	Girls Basketball
Brooks, Mike	Girls Lacrosse
Consenza, Brandon	Softball
Desiano, Tom	Boys Basketball
Georgia, David	Girls Soccer, Girls Waterpolo, Girls Swimming, Boys Tennis, Boys Lacrosse
Rosa, Matthew	Boys Water Polo
Ortiz, Ashley	Cheer
Forster, Glen	Golf
Skinner, Phil	Football
Rusinkovich, Todd	Surfing
Degen, Mark	Surfing

<b>SAN CLEMENTE HIGH SCHOOL</b>	
<b>Teacher</b>	<b>Assignment</b>
Calentino, Mark	Ath Wrestling
Compean, Laura	Pep Squad
Conlon, Mike	Dance Prod/PE
Dill, Doug	Ath Football
Finnerty, Stacey	Ath Soccer – Girls
Gellatly, Dave	Ath Baseball
Goldstone, Ken	Ath Volleyball – Boys
Hamro, Jon	Ath Water Polo – Girls TOR, Ath Basketball – Girls TOR
Johnson, Dan	Ath X-Country – Boys
Hurlbut, Mike	Ath Golf – Boys, Girls
O'Rear, Rob	Ath Volleyball – Girls
Popovich, Mark	Ath Basketball – Boys
Proodian, Dave	Ath X Country – Girls
Soto, Antonio	Marching Band/Aux Group
Stephens, John	Ath Tennis – Girls

<b>SAN JUAN HILLS HIGH SCHOOL</b>	
<b>Teacher</b>	<b>Assignment</b>
Beilstein, Cambria	Musical Comedy
Briggs, Charlie	Football
Flowers, Aaron	Football
Gonzalez, Armando	Football
Koehler, Courtney	Pep Squad
McElroy, Dean	Marching Band
Moore, Farrell	Soccer
Nolan, Catherine	Cross Country/Track
Roberts, Nathan	Surf/Golf
Summers, Rob	Track
Wooten, Jeremy	Baseball

<b>TESORO HIGH SCHOOL</b>	
<b>Teacher</b>	<b>Assignment</b>
DiLeo, Tim	Ath Tennis-G
Garrett, Steve	Ath Basketbl-B
Polk, Rich	Ath Volleybl-G
Polk, Rich	Ath Volleybl-B
Poston, Matt	Ath Football
Pinon, Ryan	Ath Surfing
Skaff, Don	Ath Soccer-B
Woodward, Richard	Team Sport 9
Seale, John D.	Ath Football

