

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

REVISED
8-26-13

BOARD OF TRUSTEES
Regular Meeting

August 28, 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 LABOR NEGOTIATORS

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

Employee Organizations:

1) Capistrano School Employees Association (CSEA)

2) Teamsters

3) Unrepresented Employees (CUMA)

(Pursuant to Government Code §54957.6)

B. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

EXHIBIT 3B

Middle School Assistant Principal

(Pursuant to Government Code §54957)

C. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

EXHIBIT 3C

(Pursuant to Government Code §54957)

D. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION EXHIBIT 3D

Number of Cases – One

Informal Dispute Resolution Case Number 065813

(Pursuant to Government Code §54956.9)

E. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

EXHIBIT 3E

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

Parcel on the west side of La Pata due east from San Juan Hills High School

(Pursuant to Government Code §54956.8)

PUBLIC HEARING:

Agenda Item #1 Instructional Materials Recommended for Adoption-HS High School World Language

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

Morgan Finelt and Kent Baker - Asian Elephant Project

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

PUBLIC HEARINGS

- 1. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL WORLD LANGUAGE – AP SPANISH LANGUAGE IV:** INFORMATION/
DISCUSSION

The Board will conduct a public hearing on instructional materials recommended for adoption: high school world language – AP Spanish Language IV.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Michelle Le Patner, Assistant Superintendent, Education Services, Secondary

Staff Recommendation

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

- 2. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL WORLD LANGUAGE – AP SPANISH LANGUAGE IV:** DISCUSSION/
ACTION

San Clemente High School is requesting the adoption of *Temas: AP* Spanish Language & Culture* and *AP* Spanish Language & Culture Exam Preparation* published by Vista Higher Learning ©2014 for high school world language – AP Spanish Language IV. These titles would be adopted for a seven-year period. Purchase of the basic textbook (*Temas*) would be paid with Lottery funds at an estimated cost of \$38,000. Purchase of the supplemental title (*Exam Preparation*) would be paid with site funds.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Michelle Le Patner, Assistant Superintendent, Education Services, Secondary

Staff Recommendation

It is recommended the Board President recognize Michelle Le Patner, Assistant Superintendent, Education Services, Secondary, to present this item.

Following discussion, it is recommended the Board of Trustees approve the adoption of *Temas: AP* Spanish Language & Culture* and *AP* Spanish Language & Culture Exam Preparation* published by Vista Higher Learning ©2014 for high school world language – AP Spanish Language IV.

Motion by _____ Seconded by _____

DISCUSSION/ACTION ITEMS

3. UPDATE ON REFUNDING OF THE COMMUNITY FACILITIES DISTRICTS SPECIAL TAX BONDS:

INFORMATION/
DISCUSSION

The Board will receive an update on the District's refinancing with respect to outstanding bonds of two Community Facilities Districts (CFDs). Specifically, there were savings by refinancing bonds issued for CFD No. 90-2 Talega Improvement Area No. 2002-1 and CFD No. 92-1 Las Flores. The update will describe how the sale of bonds for these two CFDs utilized Government Finance Officers Association Recommended Best Practices.

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, who will provide information on this item and answer any questions Trustees may have. This is an information item and no Board action is necessary.

4. AMENDED AND RESTATED RESOLUTION NO. 1314-03 AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 87-1:

DISCUSSION/
ACTION
Page 1
EXHIBIT 4

The Board will be provided with a revised report prepared by David Taussig & Associates (DTA) for Community Facilities District (CFD) No. 87-1. This updated resolution reflects the Board's direction to consider the option that the annual special tax rates previously contained in the original DTA 2013-2014 Administration Report submitted to the Board on August 14, 2013, be reduced for Fiscal Year 2013-2014. The Amended and Restated Resolution No. 1314-03 Authorizing the Levy of Special Taxes in Community Facilities District No. 87-1 authorizes the levy of special taxes in CFD No. 87-1 (Mission Viejo/Aliso Viejo) for fiscal year 2013-2014. In order to secure the tax roll for CFD No. 87-1 in fiscal year 2013-2014, the District must notify the County of Orange Auditor-Controller no later than August 30, 2013, or other duly authorized date, with a certified copy of the Amended and Restated Resolution No. 1314-03, along with a copy of the annual levy of special taxes for fiscal year 2013-2014. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.

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 this item.

Following discussion, it is recommended the Board of Trustees consider the Amended and Restated Resolution No. 1314-03 Authorizing the Levy of Special Taxes in Community Facilities District No. 87-1.

Motion by _____	Seconded by _____
ROLL CALL:	
Trustee Addonizio _____	Trustee Hatton _____
Trustee Bryson _____	Trustee Pritchard _____
Trustee Hanacek _____	Trustee Reardon _____
	Trustee Alpay _____

5. RESOLUTION NO. 1314-14, CLASSIFIED LAYOFF NON-MANAGEMENT EMPLOYEES:

On April 24, 2013, the Board approved classified layoff Resolution No. 1213-40. Since that time, three elementary schools have determined site funds will no longer support existing positions for the upcoming school year. As a result, positions in three service areas have been identified for elimination. In accordance with Education Code §45117, classified employees may be laid off due to a bona fide reduction, elimination of a service being performed, or lack of funds. The layoff process considers length of service (e.g. seniority) and any other higher classifications, with no skipping permitted for special expertise. This agenda item proposes the elimination of positions due to a lack of funds. Classified employees must be given a 60 day notice prior to the effective date of any layoff. Individuals laid off shall be eligible for reemployment for a period of 39 months pursuant to Education Code §45298.

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 Resolution No. 1314-14, Classified Layoff Non-Management Employees, in the designated classifications.

Motion by _____	Seconded by _____
ROLL CALL:	
Trustee Addonizio _____	Trustee Hatton _____
Trustee Bryson _____	Trustee Pritchard _____
Trustee Hanacek _____	Trustee Reardon _____
	Trustee Alpay _____

6. SECOND READING – REVISIONS TO BOARD BYLAW 9100, ANNUAL ORGANIZATIONAL MEETING:

Board Bylaw 9100, *Annual Organizational Meeting*, is being revised to reflect the Board's current practices at its annual organizational meeting. At the first reading, President Alpay requested staff revise #7, Select Regional Occupational Program representatives by adding "to be effective January 1." Staff contacted ROP to confirm the date of their reorganization meeting and was informed it is always scheduled for their December meeting, which requires new District representatives to be present at the meeting. Therefore, the item is the same as presented at the first reading. Proposed additions to the Board policy are underlined; deletions are struck through.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Joseph M. Farley, Superintendent

DISCUSSION/
ACTION

Page 7

EXHIBIT 5

DISCUSSION/
ACTION

Page 9

EXHIBIT 6

Staff Recommendation

It is recommended the Board President recognize Joseph M. Farley, Superintendent, to present this item.

Following discussion, it is recommended the Board of Trustees approve the revisions to Board Bylaw 9100, *Annual Organizational Meeting*.

Motion by _____ Seconded by _____

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

7. SCHOOL BOARD MINUTES:

Approval of the minutes of the August 14, 2013, regular Board meeting.

Contact: Jane Boos, Manager, Board Office Operations

Page 11

EXHIBIT 7

8. RESOLUTION NO. 1314-16 ACCEPTANCE OF 2013-2014 ASSISTANCE LEAGUE CONTRACT FOR OPERATION SCHOOL BELL; KIDS ON THE BLOCK; HANDS ON LITERACY; AND LINKS TO LEARNING:

Approval of Resolution No. 1314-16, Acceptance of the 2013-2014 Assistance League Contract for Operation School Bell; Kids on the Block; Hands on Literacy; and Links to Learning. Each year, the District partners with the Assistance League of Capistrano Valley (ALCV) to provide programs for students in San Clemente, Aliso Viejo, San Juan Capistrano, Laguna Niguel, Capistrano Beach, and Dana Point schools. Operation School Bell provides appropriate new school clothing, free of charge, to District students, as referred by authorized school personnel. Kids on the Block encourages diversity and sensitivity to disabilities and various social issues through the use of life-size puppets in skits performed by the ALCV puppeteers; Hands on Literacy offers reading assistance for hearing and communication disabled students in Special Day Classes at appointed schools; and Links for Learning provides middle school teachers opportunities to enhance and develop new or different approaches to teaching that will stimulate creative thought and expand existing curriculum. There is no financial impact.

CUSD Strategic Plan Pillar 1: Community Relations

Contact: Marcus Walton, Chief Communications Officer

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EXHIBIT 8

CURRICULUM & INSTRUCTION

9. EXPULSION READMISSIONS:

Approval to readmit students from expulsion. Due to the confidential nature of student expulsion readmissions, the supporting information is provided to Trustees under separate cover.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

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

10. EXPUNGING OF EXPULSION RECORD:

Approval of expunging a student record. Due to the confidential nature of this item, the supporting information for this item is provided to Trustees under separate cover.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

Contact: Julie Hatchel, Assistant Superintendent, Education Services

11. PROPOSED SCHOOL START AND DISMISSAL TIMES FOR THE 2013-2014 SCHOOL YEAR:

Page 29
EXHIBIT 11

Approval of the start and dismissal times for the 2013-2014 school year. Per Board Policy 6111, this item seeks approval of the start and dismissal times for each school site for the 2013-2014 school year. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

12. AMENDMENT NUMBER 1 TO MEMORANDUM OF UNDERSTANDING WITH OXFORD PREPARATORY ACADEMY:

Page 33
EXHIBIT 12

Approval of Amendment Number 1 to the Memorandum of Understanding (MOU) with the District and Oxford Preparatory Academy (OPA). As directed by the Board of Trustees at its meeting on August 14, 2013, this MOU stipulates the conditions of approval for OPA's material revision of its charter petition increasing enrollment of its independent study and seat-based programs. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

BUSINESS & SUPPORT SERVICES

13. PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:

Page 35
EXHIBIT 13

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 \$4,803,162.39 and the commercial warrants total \$7,253,844.03. 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

14. DONATION OF FUNDS AND EQUIPMENT:

Page 57
EXHIBIT 14

A number of gifts have been donated to the District, including \$70,000 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

15. INDEPENDENT CONTRACTOR, MASTER CONTRACT, AND PROFESSIONAL SERVICES AGREEMENTS:

Page 59
EXHIBIT 15

Approval of the District standardized Independent Contractor, Professional Services and Master Contract Agreements. Due to state budget cuts to schools over the last several years, staff requests contractors to reduce their fees for services by ten percent. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The exhibit shows one new agreement totaling \$20,380, and three extensions to existing agreements totaling \$132,952.94.

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

16. SPECIAL EDUCATION SETTLEMENT AGREEMENT:

Approval of special education Settlement Agreement Case #2013061056. 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

17. SPECIAL EDUCATION SETTLEMENT AGREEMENTS:

Approval of the ratification of special education Settlement Agreement Case #2013060844 and Informal Dispute Resolution Case #045113. 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

18. RESOLUTION NO. 1314-15 AUTHORIZING THIRD-PARTY ADMINISTRATOR TO CHANGE BANK ACCOUNTS FOR TRUST ACCOUNT FOR PAYMENTS RELATING TO PROPERTY AND LIABILITY CLAIMS:

Approval of Resolution No. 1314-15 Authorizing Third-Party Administrator to Change Bank Accounts for Trust Account for Payments Relating to Property and Liability Claims. CorVel Enterprise Comp, Incorporated (CorVel) is the third-party administrator for the District's Property and Liability Fund. This resolution permits CorVel to change bank accounts from Bank of America to Wells Fargo. This bank account will be used for the payment of claims on behalf of the District. There is no financial impact.

CUSD Strategic Plan Pillar 5: Effective Operations

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

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EXHIBIT 18

19. MEMORANDUM OF UNDERSTANDING WITH THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:

Approval of the Memorandum of Understanding with the Orange County Superintendent of Schools will allow Orange County Department of Education (OCDE) to conduct special education programs and services for eligible District students from July 1, 2013, through June, 30, 2014. The OCDE Division of Special Education Services operates a special schools program for pupils with exceptional needs who require intensive educational services. These students are referred by their Individualized Education Program (IEP) teams when it is jointly determined by the District and OCDE that the student's educational needs, as specified in the IEP, can be appropriately met by OCDE programs and services. Approximately 100 District students are currently enrolled in OCDE programs. There are three cost categories for OCDE programs: classroom cost, transportation cost, and special circumstance aide cost. The average classroom cost per student is \$43,633. Based on current enrollment, the estimated District cost for students attending OCDE classes for the 2013-2014 school year is approximately \$4,400,000. The estimated District cost for transportation provided by OCDE is approximately \$510,000. The estimated District cost for required special circumstance aides in classrooms or on buses is approximately \$970,000. Annual expenditures under this agreement are paid by special education funds.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

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EXHIBIT 19

20. **MEMORANDUM OF UNDERSTANDING WITH THE CAPISTRANO-LAGUNA BEACH REGIONAL OCCUPATION PROGRAM FOR TECHNICAL SERVICES:** Page 105
EXHIBIT 20
Approval of the Memorandum of Understanding (MOU) with the Capistrano-Laguna Beach Regional Occupation Program (ROP) for technical services. The District Technology Information Services Department provides technical support to the ROP computers located on District campuses. The purpose of this agenda item is to formalize a mutually agreed upon technical support plan as outlined in the exhibit. The MOU has been reviewed by legal counsel and was developed in close partnership with ROP Superintendent Kim Thomason.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
21. **AGREEMENT FOR PARTICIPATION INSIDE THE OUTDOORS FIELD PROGRAM - ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:** Page 109
EXHIBIT 21
Approval of the Agreement for Participation Inside the Outdoors Field Program No. 60045 with Orange County Superintendent of Schools to provide field trips for various schools, as requested by the District. Costs will be paid from site funds or locally generated revenue.
CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
22. **AGREEMENT FOR USE OF RESIDENT OUTDOOR SCIENCE SCHOOL FACILITIES, SUPPLIES, EQUIPMENT, AND SERVICES - ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:** Page 121
EXHIBIT 22
Approval of the Agreement for Use of Resident Outdoor Science School Facilities, Supplies, Equipment, and Services No. 60079 with Orange County Superintendent of Schools to provide the Outdoor Science School Program for various schools as requested by the District. Costs will be paid from site funds or locally generated revenue.
CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
23. **AGREEMENT FOR PARTICIPATION INSIDE THE OUTDOORS SCHOOL PROGRAM - ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:** Page 143
EXHIBIT 23
Approval of the Agreement for Participation Inside the Outdoors School Program No. 60085 with Orange County Superintendent of Schools to provide the Traveling Scientist Programs to various schools, as requested by the District. Costs will be paid from site funds or locally generated revenue.
CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
24. **ADVERTISE BID NO. 1314-09, CO-CURRICULAR BUS SERVICE:**
Approval to advertise for bids to provide contracted buses and drivers for co-curricular trips, and District sponsored trips when District buses are not available. The bid process allows the District to secure the lowest possible prices and enter into annual contracts with vendors that meet all of the legal requirements to enable the services to be available on an as-needed basis. The total annual expenditures under this contract are estimated to be \$400,000, funded by the general fund, ASB funds, and parent support groups.
- Due to the size of the documentation, the exhibit 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

25. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:

Page 151
EXHIBIT 25

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

26. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:

Page 157
EXHIBIT 26

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

27. RECOMMENDATION OF EMPLOYMENT AGREEMENT WITH CAPISTRANO UNIFIED MANAGEMENT ASSOCIATION, JULY 1, 2013-JUNE 30, 2014:

Page 163
EXHIBIT 27

Approval of the Employment Agreement with the Capistrano Unified Management Association (CUMA). The purpose of this agenda item is to seek approval of the employment agreement between the District and CUMA. The total estimated fiscal impact of this agreement is an estimated savings to the District of approximately \$820,880 for the 2013-2014 fiscal year which represents CUMA's portion of targeted budget reductions.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Motion by _____

Seconded by _____

ROLL CALL:

Trustee Addonizio _____

Trustee Hatton _____

Trustee Bryson _____

Trustee Pritchard _____

Trustee Hanacek _____

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, SEPTEMBER 11, 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

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

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

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

AMENDED AND RESTATED RESOLUTION NO. 1314-03

**AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES
DISTRICT NO. 87-1 (MISSION VIEJO/ALISO VIEJO) FOR FISCAL YEAR 2013-2014**

WHEREAS, the Capistrano Unified School District ("District") previously established Community Facilities District No. 87-1 of the Capistrano Unified School District (Mission Viejo/Aliso Viejo) ("CFD No. 87-1"), annexed additional territory thereto and designated Improvement Area No. 1 of CFD No. 87-1 ("Improvement Area"), all pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended ("Act"); and

WHEREAS, CFD No. 87-1 issued its Series 1989 Special Tax Bonds in the amount of \$44,370,000 pursuant to Resolution No. 89-56, adopted by the Board of Trustees ("Board") of the District acting as the legislative body of CFD No. 87-1 ("Series 1989 Special Tax Bonds") and its Series 1990 Special Tax Bonds in the amount of \$36,170,000 pursuant to Resolution No. 90-103, adopted by the Board acting as the legislative body of CFD No. 87-1 ("Series 1990 Special Tax Bonds") and issued its Series 1996A and Series 1996B Special Tax Refunding Bonds in the respective principal amounts of \$42,640,000 and \$38,910,000 pursuant to Resolution No. 9697-06, adopted by the Board acting as the legislative body of CFD No. 87-1 (collectively, "Series 1996 Bonds") to refund the Series 1989 Special Tax Bonds and the Series 1990 Special Tax Bonds; and

WHEREAS, on June 8, 2006, CFD No. 87-1 issued its Series 2006 Special Tax Refunding Bonds in the amount of \$71,810,000 pursuant to Resolution No. 0506-74, adopted by the Board acting as the legislative body of CFD No. 87-1 ("Series 2006 Bonds") to refund the Series 1996 Bonds; and

WHEREAS, the Board, acting as the legislative body of CFD No. 87-1 and the Improvement Area, pursuant to the Act has adopted its Resolution No. 94-82 calling for a public hearing and such public hearing was duly held on November 21, 1994, to consider the annexation of certain territory to the District and to the Improvement Area, as described in Resolution No. 94-82 and the maps of such territory recorded on November 4, 1994, as Instrument Nos. 94-0649221 and 94-0649222, respectively, in the "Book of Maps and Assessments and Community Facilities Districts" maintained in the office of the County Recorder for the County of Orange ("Annexed Territory"); and

WHEREAS, the Board called and duly held an election on November 21, 1994 in CFD No. 87-1 and the Improvement Area for the purpose of presenting to the qualified electors within the Annexed Territory Propositions A and B authorizing the levy of a "Special Tax" within the Annexed Territory, which Propositions were approved by more than two-thirds of the votes cast at said election, thereby authorizing the Board to levy the Special Taxes described in Propositions A and B, respectively, for the purposes described therein and to take the necessary steps to levy the Special Taxes authorized by Propositions A and B; and

WHEREAS, the Board acting as the legislative body of CFD No. 87-1 and the Improvement Area is authorized pursuant to Resolution Nos. 87-38 and 87-39 and Ordinance No. 87-1-1 (“Ordinance”) to levy a Special Tax on property in CFD No. 87-1, including the Annexed Territory, which shall be sufficient, together with certain Special Taxes levied within CFD No. 87-1, to pay principal, interest and administrative expenses with respect to all “Bonds” of CFD No. 87-1, which include the Series 2006 Bonds, to pay for the construction, acquisition and rehabilitation of certain public facilities authorized to be financed by the levy of Special Taxes of CFD No. 87-1 and to pay all expenses incidental thereto; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2013-2014, for the purpose specified in the Ordinance, by the adoption of a “Resolution” as specified by the Act and the Ordinance; and

WHEREAS, on August 14, 2013, this Board adopted Resolution 1314-03 (“Original Fiscal Year 2013-2014 Annual Special Tax Levy Resolution for CFD No. 87-1”) authorizing the levy and collection of Special Taxes for Fiscal Year 2013-2014, at the tax rates set forth in the report prepared by David Taussig and Associates for CFD No. 87-1 entitled “Capistrano Unified School District Community Facilities District No. 87-1” (“DTA 2013-2014 Administration Report”) submitted therewith, with additional direction that a revised report be prepared by David Taussig & Associates setting forth amended special tax levy rates lower than those originally contained in DTA 2013-2014 Administration Report; and

WHEREAS, this Amended and Restated Resolution No. 1314-03 (“Amended and Restated Fiscal Year 2013-2014 Annual Special Tax Levy Resolution for CFD No. 87-1”) will supersede, in its entirety, the Original Fiscal Year 2013-2014 Annual Special Tax Levy Resolution for CFD No. 87-1; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Capistrano Unified School District, acting in its capacity as the legislative body of the Community Facilities District No. 87-1, does hereby resolve, determine, and order as follows:

Section 1. The above recitals are true and correct. This Amended and Restated Resolution Fiscal Year 2013-2014 Annual Special Tax Levy Resolution for CFD No. 87-1 supersedes the Original Fiscal Year 2013-2014 Annual Special Tax Levy Resolution for CFD No. 87-1, in its entirety.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 87-1, which are not otherwise exempt from taxation under the Act or the Ordinance, or from and after the date of Resolution No. 9697-10, which are owned by a religious institution and used primarily as a place of worship, the Special Taxes for Fiscal Year 2013-2014 at the tax rates set forth in the report prepared by David Taussig and Associates for CFD No. 87-1 entitled “Revised Capistrano Unified School District Community Facilities

District No. 87-1" ("Revised DTA 2013-2014 Administration Report") submitted herewith. The Revised DTA 2013-2014 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services, of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Orange County Auditor-Controller.

Section 4. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolution No. 87-38. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 87-38.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. If and when Bonds are issued or such Special Taxes are pledged as to Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Series 2006 Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any Bonds issued on behalf of CFD No. 87-1.

[The remainder of this page intentionally left blank.]

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2013-2014 on or before August 20, 2013, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED AND APPROVED this 28th day of August, 2013.

BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY
FACILITIES DISTRICT NO. 87-1 OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
(MISSION VIEJO/ALISO VIEJO)

By:

John M. Alpay, President of the Board of
Trustees of the Capistrano Unified School
District

By:

Anna Bryson, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 28th day of August, 2013, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Anna Bryson, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District at a regular meeting of said Board held on the 28th day of August, 2013.

Anna Bryson, Clerk of the Board of Trustees of the
Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 28, 2013

RESOLUTION NO. 1314-14
CLASSIFIED LAYOFF
NON-MANAGEMENT EMPLOYEES

WHEREAS, it is necessary to eliminate or reduce certain positions in the District; and

WHEREAS, it is due to a bona fide reduction in funding and/or lack of work that the District will reduce or discontinue certain services being provided directly or indirectly to programs and services (vacant/outstanding positions); and

WHEREAS, the elimination or reduction of these positions/or services will result in the layoff of classified personnel.

NOW, THEREFORE, BE IT RESOLVED that the District eliminates or reduces the following positions due to a bona fide reduction, elimination of a service being performed, or lack of funds:

Position Elimination/Classified	Number of Full Time Equivalents	Number of Positions Eliminated	Positions Currently Vacant
Bilingual Instructional Assistant	.4375	1	0
Instructional Assistant-Science	.375	1	1
Instructional Assistant	.75	2	0
TOTAL	1.5625	4	1

AND BE IT FURTHER RESOLVED the Superintendent of the District is hereby authorized and directed to give notice of termination/reduction of employment to such classified employees of the District pursuant to District rules and regulations, the collective bargaining agreement, and applicable provisions of the Education Code of the State of California, to take effect no earlier than 60 days prior to the effective day of layoff as set forth above.

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District on August 28, 2013, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

I, Joseph M. Farley, Ed.D., Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on August 28, 2013, by a roll call vote.

**BOARD OF TRUSTEES OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT,
COUNTY OF ORANGE, STATE OF CALIFORNIA**

By: _____
Anna Bryson
Clerk of the Board of Trustees

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

c: Superintendent, Orange County Department of Education

ORGANIZATION

Annual Organizational Meeting

The Board of Trustees shall meet annually on a day within a 15-day period beginning with the last Saturday in November for the purpose of reorganizing the Board. (Education Code 35143)

The Superintendent will open the meeting as presiding officer and oversee the election of the Board President. The gavel will then be turned over to the President who will preside over the remaining of the meeting.

Order of Business

This order of business following election of the Board President shall be:

1. Elect vice president.
2. Elect clerk.
3. Set meeting time, place and day.
4. ~~Select~~ Elect representative to the nominating committee of the Orange County Committee on School District Organization.
5. ~~Select~~ Elect Orange County School Boards Political Action Committee representatives.
6. ~~Elect Orange County Traffic Committee representative.~~
7. ~~Select~~ Elect Regional Occupational Program representatives.
8. ~~Select~~ Elect representatives to serve on ~~selected~~ various boards and committees.
9. ~~Select~~ Elect representatives to serve on the Capistrano Unified School District Foundation.
10. ~~Select~~ Elect representative to serve on the District Restructuring Council.
11. ~~Readopt in resolution form District policy on Role and Responsibilities of Members of the Board of Trustees.~~
12. Such other business as may be determined by the Board of Trustees.
13. ~~Adjournment.~~

Legal Reference:

EDUCATION CODE

35143 Annual organizational meeting date, and notice

35145 Public meetings

GOVERNMENT CODE

54953 Meetings to be open and public; attendance

68 OPS. CAL. ATTY. GEN. 65 (1985) 59 OPS. CAL. ATTY. GEN. 619, 621-622 (1976)

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
AUGUST 14, 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 Labor Negotiators and discuss Public Employee Performance Evaluation.

The regular meeting of the Board reconvened to open session and was called to order by President Alpay at 7:05 p.m.

The Pledge of Allegiance was led by Assistant Superintendent Julie Hatchel.

Present: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton, Pritchard, and Reardon

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

Permanent Record

It was moved by Trustee Hatton, seconded by Trustee Bryson, and motion carried by a 7-0 vote to adopt the Board agenda.

Adoption of the Board Agenda

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

President Alpay reported the following action taken during closed session:

President's Report From Closed Session Meeting

Agenda Item #3 A – Conference with Labor Negotiators:

No action was taken.

Agenda Item #3 B– Public Employee Performance Evaluation: Superintendent

President Alpay read the following statement on behalf of the Board of Trustees:

The Board acknowledges Dr. Farley's successful completion of his third year as Superintendent and the instructional focus and stability that he has brought to the District. The Board appreciates Dr. Farley's excellent leadership and looks forward to his continued success during the 2013-2014 school year. Dr. Farley's experience and knowledge has had a significant impact on virtually every aspect of our school system.

Trustee Bryson shared she has received many positive comments and compliments from the community regarding Dr. Farley's leadership in the District.

Board and Superintendent Comments

Dr. Farley responded that it is an honor to be the superintendent of this District, acknowledged District staff and teachers for his success, and thanked the Board for their supportive comments.

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:

- *Michael Dunbar asked the Board to assist him in resolving an issue, from June, with a teacher regarding a correction to his son's final report card grade.*
- *Stan Wasbin asked the Board to write a letter to the governor requesting a waiver from implementing Assembly Bill 1266 which forces schools to allow students to participate in sex-segregated school programs, sports activities, and to be allowed access to bathroom and locker room of the student's choice consistent with his or her opinion of their gender.*
- *Shauna Hull, Pam Klevit, and Gillian Perry asked the Board to support the arts at San Clemente High School by building a performing arts center as the facility students currently use for performances is unsafe and inadequate.*
- *Martha McNicholas thanked Board members who participated in Relay for Life events throughout the District and presented Dr. Farley with a certificate of appreciation and a Relay for Life t-shirt for the District's support of the events.*

DISCUSSION/ACTION

President Alpay announced the Public Hearing open at 7:24 p.m. regarding the recommendation of Tentative Agreement with Capistrano Unified Education Association for July 1, 2013 – June 30, 2014. The following speakers addressed the Board:

**Public Hearing:
Tentative
Agreement with
CUEA
Agenda Item 1**

- Terri Mostert and Dawn Urbanek shared their dissatisfaction that the teachers' tentative agreement was good for teachers but not students.

President Alpay declared the Public Hearing closed at 7:30 p.m.

Assistant Superintendent Jodee Brentlinger began by announcing CUEA ratified this agreement this afternoon. Mrs. Brentlinger stated the District is receiving additional funding this year due to increased state revenues and a restructured funding model for California public schools. The agreement adds two additional instructional days and incrementally reduces class sizes.

**Tentative
Agreement with
CUEA
Agenda Item 2**

Following discussion, it was moved by Trustee Reardon, seconded by Trustee Addonizio, to continue this item to the August 28, 2013, Board meeting and directed staff to go back and review the budget to find \$2.8 million so the District can operate at 180 days of instruction this school year.

Following further discussion, President Alpay made a substitute motion, seconded by Trustee Pritchard, and motion carried by a 4-3 vote to approve the Tentative Agreement with CUEA for July 1, 2013 – June 30, 2014.

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

President Alpay announced the Public Hearing open at 8:02 p.m. regarding the recommendation of the Material Revision of Oxford Preparatory Academy Charter Petition. The following speaker addressed the Board:

**Public Hearing:
Material Revision
of OPA Charter
Petition
Agenda Item 3**

- *Erin Piller asked the Board to approve Oxford Preparatory Academy's request for increased enrollment.*

President Alpay declared the Public Hearing closed at 8:07 p.m.

Assistant Superintendent Julie Hatchel stated the District received the Oxford Preparatory Academy (OPA) Charter Petition on October 31, 2010. The District granted an initial material revision to the Petition on January 25, 2012, to increase its total enrollment from 628 to 772 for 2012-2013, and subsequent school years. On May 28, 2013, the District received OPA's request for further material revision of its Charter Petition seeking an increase of its independent study enrollment by 60 students, from 100 to 160. A revised request was submitted on July 19, 2013, requesting an increase of enrollment of the OPA classroom-based program by 32 students from 672 to 704. In total, OPA requested to increase student enrollment to 864.

**Material Revision
of OPA Charter
Petition
Agenda Item 4**

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried unanimously to approve staff recommendations as follows:

1. Grant the material revision increasing enrollment of OPA's Independent Study program by 60 students, providing the charter abide by its commitment to adequate housing, materials, and staffing to accommodate the increased Independent Study enrollment.
2. Grant conditional approval of the increase of enrollment of OPA's seat-based program by 32 students. Recommended conditions of approval are that the charter sign a memorandum of understanding to commit to the following conditions:
 - a. Cap the total enrollment of the OPA program at the Barcelona site to the enrollment configurations proposed in the Combined Material Revision. This cap would remain in place throughout the duration of OPA's use of the Barcelona campus.
 - b. OPA will implement a traditional AM/PM kindergarten program, requiring the use of only one classroom for two kindergarten classes.
 - c. OPA will house the proposed increase classroom-based enrollment within the existing space currently allocated to OPA on the Barcelona campus.
3. A stipulation be made that if a signed memorandum is not executed by the time set forth in the staff report, the Board postpone approval or denial of OPA's request for material revision to increase its seat-based program to allow District staff adequate time to discuss concerns regarding the conditions of approval. If postponed, the Board would need to reconsider approval/denial of the material revision

President Alpay requested the Board address Agenda Item 6 prior to Agenda Item 5. There was no objection by Board members.

President Request

Deputy Superintendent Clark Hampton explained his PowerPoint presentation incorporated both Agenda Items 5 and 6 and during the discussion of Item 6 he would focus on the aspects of CFD 90-1. President Alpay explained he requested the change in the order of these two items because he will recuse himself from Agenda Item 5 as he lives within Community Facilities District 90-2. President Alpay requested Trustees restrict their discussion to CFD 90-1 following Mr. Hampton's presentation. Following the presentation, Mr. Hampton informed the Board that Andrea Roess from David Taussig & Associates, Inc. and Lynh Nguyen from Bowie, Arneson, Wiles & Giannone were present to answer questions. (The PowerPoint is available for viewing on the District website at www.capousd.org).

**CFD 90-1
Agenda Item 6**

It was moved by Trustee Reardon, seconded by Trustee Addonizio, and motion carried unanimously for Scenario 4 (reduce levy, levy additional \$120,000 to account for lost reserve fund interest earnings) and approve Resolution No. 1314-08, authorizing the levy of Special Taxes in CFD 92-1 (Las Flores) for fiscal year 2013-2014.

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

President Alpay recused himself from this item and left the Board room. Vice President Hatton called upon Deputy Superintendent Clark Hampton to continue the PowerPoint presentation for this item. (The PowerPoint is available for viewing on the District website at www.capousd.org).

**CFD 90-2,
Improvement Area
No. 2002-1
Agenda Item 5**

It was moved by Trustee Addonizio, seconded by Trustee Bryson, to approve Scenario 1 (reduce levy) and approve Resolution No. 1314-07 authorizing the levy of Special Taxes in Improvement Area No. 2002-1 of CFD No. 90-2.

Following further discussion, Trustee Hanacek made a substitute motion, seconded by Trustee Pritchard, and motion carried by a 6-0 vote to approve Scenario 2 (facilities) and approve Resolution No. 1314-07 authorizing the levy of Special Taxes in Improvement Area No. 2002-1 of CFD No. 90-2.

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

Following the vote, President Alpay returned to the Board room.

Assistant Superintendent Julie Hatchel stated changes to the adopted calendar are necessary to align the calendar with the Capistrano Unified Education Association agreement.

**Revised 2013-2014
School Calendar
Agenda Item 7**

It was moved by Trustee Pritchard, seconded by Trustee Bryson, and motion carried by a 5-2 vote to approve the proposed 2013-2014 final revised school calendar.

AYES: Trustees Alpay, Bryson, Hanacek, Hatton, and Pritchard
NOES: Trustees Addonizio and Reardon

Assistant Superintendent Sara Jocham stated Board Policy 5160.1, *Release of Special Education Pupils by Bus Driver*, is being revised to require the presence of an adult at the drop-off location for preschool and elementary students receiving curb-to-curb transportation. Mrs. Jocham requested the Board waive the second reading so the policy may be implemented and parents informed prior to the start of the 2013-2014 school year.

**Revisions to Board
Policy 5160.1
Agenda Item 8**

It was moved by Trustee Reardon, seconded by Trustee Addonizio, and motion carried unanimously to waive the second reading and approve the revisions to Board Policy 5160.1, *Release of Special Education Pupils by Bus Driver*.

Superintendent Joseph Farley stated Board Bylaw 9100, *Annual Organizational Meeting*, is being revised to reflect the Board's current practices at its annual organizational meeting. President Alpay requested staff revise #7, Select Regional Occupational Program representatives, by adding "to be effective January 1." This policy will be brought back to the August 28 Board meeting for a second reading.

**Revisions to Board
Bylaw 9100
Agenda Item 9**

President Alpay asked Trustees for items they wished to pull from the Consent Calendar. Agenda items 20, 29, 30, and 35 were pulled.

**Items Pulled from
the Consent
Calendar**

CONSENT CALENDAR

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried by a 7-0 vote to approve the following Consent Calendar items:

Minutes of the July 24, 2013, regular Board meeting.

**Minutes
Agenda Item 10**

Amendment to the Conflict of Interest Code Designated Filers.

**Conflict of Interest
Code
Agenda Item 11**

Athletic Training Affiliate/Allied Site Agreement to allow Concordia University to send athletic training students to San Juan Hills High School to receive education experience working under a Certified Athletic Train.

**Agreement with
Concordia
University
Agenda Item 12**

Student teaching agreement with Western Governors University.

**Agreement with
Western Governors
University
Agenda Item 13**

Proposed 2014 Extended School Year (ESY) program.

**ESY Proposal
Agenda Item 14**

Purchase orders, warrants, and previously Board-approved bids and contracts as listed.

**Purchase
Orders/Warrants
Agenda Item 15**

Donation of Equipment.

**Donations
Agenda Item 16**

Ratification of the District standardized Professional Services and Master Contract Agreements.

**Professional
Services
Agreements
Agenda Item 17**

Special education Informal Dispute Resolution Agreement Case #065713, Case #066613, and Case #067013.

**Informal Dispute
Resolution
Agreement
Agenda Item 18**

Special education Informal Dispute Resolution Agreement Case #013113.

**Informal Dispute
Resolution
Agreement
Agenda Item 19**

Resolution No. 1314-04 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 88-1 (Rancho Santa Margarita) for fiscal year 2013-2014.

**CFD 88-1
Agenda Item 21**

Resolution No. 1314-05 affirming, ratifying, and authorizing the levy of a Special Tax in Community Facilities (CFD) No. 90-1 (Coto de Caza), for fiscal year 2013-2014.

**CFD 90-1 15
Agenda Item 22**

Resolution No. 1314-06 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 90-2 (Talega) for fiscal year 2013-2014.	CFD 90-2 Agenda Item 23
Resolution No. 1314-09 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 94-1 (Rancho Santa Margarita) for fiscal year 2013-2014.	CFD 94-1 Agenda Item 24
Resolution No. 1314-10 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 98-1A (Pacifica San Juan) for fiscal year 2013-2014.	CFD 98-1A Agenda Item 25
Resolution No. 1314-11 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 98-2 (Ladera) for fiscal year 2013-2014.	CFD 98-2 Agenda Item 26
Resolution No. 1314-12 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 2004-1 (Rancho Madrina) for fiscal year 2013-2014.	CFD 2004-1 Agenda Item 27
Resolution No. 1314-13 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 2005-1 (Whispering Hills) for fiscal year 2013-2014.	CFD 2005-1 Agenda Item 28
Ratification of Change Order No. 20 related to the construction of the Capistrano Valley High School Performing Arts Center.	Change Order # 20 CVHS Performing Arts Center Agenda Item 31
Ratification of the AVID (Advancement Via Individual Determination) Implementation Agreement with the AVID Center to provide membership, materials, and training for 12 schools listed in the exhibit.	AVID Implementation Agreement Agenda Item 32
Master Services and License Agreement with Accelerate Education to provide online curriculum for fifth grade students in math, language arts, science, and social studies for Capistrano Virtual School.	Master Services/License Agreement Agenda Item 33
Ratification of a Professional Services Contract for Curriculum and Services with National Network of Digital Schools Management Foundation.	Professional Services Contract Agenda Item 34
Ratification of an Income Agreement No. 39535 with the Orange County Superintendent of Schools to provide the services of Jane Vogel for functional vision assessments and consultation for District students.	Income Agreement Agenda Item 36
Ratification of a lease/rental agreement with the Orange County Fire Authority.	Lease/Rental Agreement Agenda Item 37
Award of Request for Qualifications No. 3-1314, Mass Notification System to SchoolMessenger by Reliance Communications, LLC.	RFQ Award-Mass Notification System Agenda Item 38
Submission of the Labor Compliance Program Annual Report for the period of July 1, 2012, through June 30, 2013, to the Department of Industrial Relations (DIR) in accordance with Assembly Bill 1506.	Labor Compliance Program Annual Report Agenda Item 39

Declaration of surplus items listed and described as surplus, and approval of the public and private disposition of the surplus items in accordance with Education Code §§17545-17546 and Board Policy 3270.

**Declaration of
Surplus Items
Agenda Item 40**

Extension of School Bus Service Agreement No. C1011065 with JSERRA Catholic High School.

**Extension of School
Bus Service
Agreement
Agenda Item 41**

Advertise for Request for Proposal (RFP) No. 5-1314 for consultant services related to school developer fees.

**Advertise RFP for
Consulting Services
Agenda Item 42**

Resignations, retirements, and employment of classified personnel.

**Resignations/
Retirements/
Employment
(Classified
Personnel)
Agenda Item 43**

Resignations, retirements, and employment of certificated personnel.

**Resignations/
Retirements/
Employment
(Certificated
Personnel)
Agenda Item 44**

ROLL CALL: AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton, Pritchard, and Reardon

NOES: None

ABSENT: None

ABSTAIN: None

Trustee Addonizio stated she wanted to confirm the item contains an automatic increase of 2.88 percent. Andrea Roess from David Taussig & Associates, Inc. responded the tax rate did escalate by 2 percent due to some new development within the district, so the total increased greater than the basic 2 percent.

**CFD 87-1
Agenda Item 20**

It was moved by Trustee Reardon, seconded by Trustee Addonizio, to approve Resolution No. 1314-03 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 87-1 (Mission Viejo/Aliso Viejo) for fiscal year 2013-2014 subject to the elimination of the 2 percent increase.

President Alpay stated Trustees Reardon's motion involves a reduction with a direct financial impact and there are two Trustees who reside in Mission Viejo. Trustee Alpay requested Trustees Addonizio and Hatton verify, for the record, if they live within CFD 87-1. Trustee Addonizio responded she resides in Mission Viejo but does not live within CFD 87-1. Trustee Hatton stated she did not know if she lives within CFD 87-1.

To allow counsel time to review the current resolution regarding adoption of levy without an escalation, it was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried unanimously to continue this item following the discussions for Agenda Items 29, 30, and 35.

At 9:50 p.m., following the discussion/action on Agenda Items 29, 30, and 35, the Board returned to this item. Believing that she resided in CFD 87-1 Trustee Hatton recused herself and left the Board room.

Following counsel's report and further discussion, President Alpay made a substitute motion, seconded by Trustee Hanacek, and motion carried by a 5-1 vote to approve Resolution No. 1314-03 authorizing the levy of Special Taxes in Community Facilities District No. 87-1 (Mission Viejo/Aliso Viejo) for fiscal year 2013-2014.

Trustees directed staff to place CFD 87-1 on the August 28, 2013, agenda for further Board discussion. Staff's presentation is to be an amendment to this resolution, without the increase, for the purpose of discussion and Brown Act compliance.

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

Trustee Reardon stated he would be addressing both Agenda Items 29 and 30 together. Trustee Reardon stated the agreements give the District priority use of the parks during school hours but not exclusive use of the parks during those hours. He is concerned about elementary students using the park when community members are using it. Deputy Superintendent Clark Hampton responded elementary students are kept separate and do not interact with others using the park during school hours.

**Limited Use
License Agreement
with SAMLARC
Agenda Item 29
Agenda Item 30**

It was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried unanimously to approve renewal of the Limited Use License Agreement with Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) for student use of Arroyo Vista Park and renewal of the Limited Use License Agreement with SAMLARC for student use of Tijeras Creek Park.

Trustee Reardon asked staff to explain what student data is being used and who is accessing the data. Assistant Superintendent Michelle Le Patner stated the District submits demographic data. StudentTracker partners with 98 percent of public and private universities in the United States and provides information to the District regarding the persistence rate of our students, when student's apply, are admitted, and then graduate. The District sets the parameter for what student information is submitted and who can access the information.

**StudentTracker for
High Schools
Agreement
Agenda Item 35**

Following discussion, it was moved by Trustee Reardon, seconded by Trustee Hatton, and motion carried unanimously to approve StudentTracker for High Schools Agreement with National Student Clearinghouse to provide a nationwide, central repository of information on student enrollment, degrees, diplomas, certificates, and other educational achievements for the District.

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried by a 6-0 to adjourn the meeting.

Adjournment

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

President Alpay announced the meeting adjourned at 9:58 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1314-16

**ACCEPTANCE OF THE 2013-2014 ASSISTANCE LEAGUE CONTRACT FOR
OPERATION SCHOOL BELL; KIDS ON THE BLOCK; HANDS ON LITERACY;
AND LINKS TO LEARNING**

BE IT RESOLVED the Capistrano Unified School District Board of Trustees authorizes entering into the local agreement Resolution No. 1314-16 with the Assistance League of Capistrano Valley for the purpose of providing assistance to children in need through the philanthropic programs to the students in the District: Operation School Bell; Kids on the Block; Hands on Literacy; and Links to Learning, and the person who is listed below is authorized to sign the transaction for the Board of Trustees for the Fiscal Year 2013-2014.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Marcus E. Walton	Chief Communications Officer	_____

AYES: ()
NOES ()
ABSENT ()
ABSTAIN ()

I, Joseph M. Farley, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 28th day of August 2013, by a roll call vote.

Anna Bryson
Clerk

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

**AGREEMENT BETWEEN
ASSISTANCE LEAGUE™ OF CAPISTRANO VALLEY
A CHAPTER OF NATIONAL ASSISTANCE LEAGUE
and the
CAPISTRANO UNIFIED SCHOOL DISTRICT**

This agreement is entered into by Assistance League™ of Capistrano Valley (ALCV),
P. O. Box 133, San Juan Capistrano, CA 92693, and the Capistrano Unified School
District (CUSD), located at 33122 Valle Rd., San Juan Capistrano, CA 92675.

Assistance League of Capistrano Valley will provide the following philanthropic programs
to the students in Capistrano Unified School District:

Operation School Bell®

Kids on the Block®

Hands on Literacy Program

Links to Learning

OPERATION SCHOOL BELL® is a philanthropic project designed to provide suitable new school clothing to school children in need.

OBLIGATIONS OF ALCV

- A. ALCV will partner with a local department store, Walmart of Laguna Niguel, 27470 Alicia Parkway, Laguna Niguel, 92677, to implement their Operation School Bell program.
- B. At the beginning of the school year, ALCV will provide a schedule of dates for late September through October. Shopping events will be held at Walmart, Laguna Niguel, on a Tuesday, Wednesday, or Thursday between 5:00pm – 8:00 pm. Designated school officials can obtain all necessary information (staff information, parent letters and permission slips, procedure sheets, appointment schedules, and evaluation forms) to refer students online at our official website: www.CapistranoValley.AssistanceLeague.org
- C. Assistance League shall furnish funds for the purchase of new school clothing, socks, underwear, and jackets to students in grades K-8, who have been identified by designated school officials, up to a predetermined budget amount approved by ALCV. A shoe gift card and Personal Care Kits will also be given to each child participating in the program. ALCV currently serves CUSD schools in San Clemente, Aliso Viejo, San Juan Capistrano, Laguna Niguel, Capistrano Beach, and Dana Point.
- D. Assistance League shall provide member volunteers for each shopping event to help check in the recipients, assist with the shopping, and help with the checkout procedure
- E. All financial obligations relative to the purchase of the clothing will be assumed by ALCV. No funds will be provided to the schools or children.
- F. ALCV shall maintain liability insurance coverage for this program. ALCV shall defend, indemnify, and hold CUSD harmless against all claims and damages that are the fault of ALCV.
- G. ALCV shall review project annually with input from school personnel.

OBLIGATIONS OF CUSD

- A. Each school principal will appoint a contact person to interface with ALCV.
- B. Screening and referral of a child in need shall be made by authorized school personnel. Appointments shall be made on the appointment sheet which will be supplied to each school on the ALCV official website.
- C. CUSD shall maintain liability insurance coverage. CUSD shall defend, indemnify and hold ALCV harmless against all claims and damages that are the fault of CUSD.

KIDS ON THE BLOCK® (KOB) is a philanthropy that encourages diversity and sensitivity to handicaps and various social issues through the use of life-size puppets in skits performed by ALCV puppeteers.

OBLIGATIONS OF ALCV

- A. Volunteers of the ALCV shall present the puppet shows to elementary students (K-5th grade). Each presentation contains an interactive discussion with the students.
- B. Presentations shall be arranged at the request of the individual schools and/or their representatives, e.g., PTA.
- C. The puppets and props shall be supported financially by, and will remain the sole property of, ALCV.
- D. ALCV retains the right to make KOB presentations to other school districts and groups.
- E. ALCV shall maintain liability insurance coverage for this program. ALCV shall defend, indemnify and hold CUSD harmless against all claims and damages that are the fault of ALCV.
- F. ALCV will review the project annually with input from school personnel.

OBLIGATIONS OF CUSD

- A. Each school shall provide a suitable location for the presentation.
- B. CUSD is in no way financially responsible for this project.
- C. CUSD shall not hold ALCV responsible for any problems that may arise.
- D. CUSD shall maintain liability insurance for its own personnel and its students. CUSD shall defend, indemnify and hold ALCV harmless against all claims and damages that are the fault of CUSD.

HANDS ON LITERACY PROGRAM (HOLP) is a philanthropic project that provides reading assistance for learning and communication handicapped students in Special Day Classes at appointed schools.

OBLIGATIONS OF ALCV

- A. ALCV volunteer members shall staff this project and will assist the students where one-on-one help is useful.
- B. Reading books and reference materials may be provided for the students at the discretion of ALCV and with the approval of the Special Day Class teacher.
- C. Any and all materials provided by ALCV to the program shall remain with the Special Day Classes should the teacher leave the district.

- D. ALCV will review project annually with input from school personnel.
- E. ALCV shall maintain liability insurance coverage for this program. ALCV shall defend, indemnify and hold CUSD harmless against all claims and damages that are the fault of ALCV.

OBLIGATIONS OF CUSD

- A. CUSD is in no way financially responsible for this program.
- B. CUSD shall not hold ALCV responsible for any problems that may arise.
- C. CUSD shall maintain liability insurance for its students and personnel. CUSD shall defend, indemnify and hold ALCV harmless against all claims and damages that are the fault of CUSD.
- D. CUSD's principals and teachers shall be responsible for selecting students in need of reading assistance.

LINKS TO LEARNING is a philanthropic project of money grants provided to middle school teachers to enhance and develop new or different approaches to teaching that will stimulate creative thought and expand existing curriculum.

OBLIGATIONS OF ALCV

- A. ALCV will provide application packets for each school; CUSD may reproduce the contents. Deadlines and terms of the application process and grants are included.
- B. ALCV will select recipients from applications until designated project funds are exhausted. Selection will be made by voting members of ALCV of at least one year.
- C. Financial contributions by ALCV to this project will be awarded in the amount of \$50 to \$500 per project.
- D. ALCV shall maintain liability insurance coverage for this program. ALCV shall defend, indemnify, and hold CUSD harmless against all claims and damages that are the fault of CUSD.
- E. ALCV will provide liaisons for the schools that will be members of ALCV.
- F. ALCV will review project annually with input from school personnel.

OBLIGATIONS OF CUSD

- A. CUSD shall maintain its own liability insurance. CUSD shall defend, indemnify and hold ALCV harmless against all claims and damages that are the fault of CUSD.
- B. The school will duplicate additional application forms from a packet provided by ALCV.
- C. Liaisons may accompany project leaders on field trips, if appropriate, provided they register as a school volunteer.
- D. At the conclusion of the project, an evaluation form and a financial report must be completed by each grant recipient and returned to ALCV, P. O. Box 133, San Juan Capistrano, CA 92675.

PUBLIC RELATIONS

- A. ALCV shall have sole identification with OPERATION SCHOOL BELL®, KIDS ON THE BLOCK®, LINKS TO LEARNING, and HANDS ON LITERACY PROGRAM.
- B. ALCV shall have complete control of all publicity releases, brochures and other written material connected with these projects.
- C. Photos and names of students will not be used without written permission of those directly involved (photo release).

RENEWAL AND TERMINATION OF AGREEMENT

This agreement will be renewed at the start of each school year. It is in the intention of the Assistance League of Capistrano Valley to continue these projects for an indefinite period of time. If either party determines it can no longer abide by the terms of this agreement, it may terminate this project by giving sixty days' notice to the other party. In the case of termination, all assets shall return to the rightful owners as set forth in this agreement and neither party shall have any further obligation thereafter.

Karen Gaffney
President, ALCV
Karen Gaffney
Printed Name

7-13-13
Date

Joan Nielsen
(Recording) Secretary, ALCV
Joan Nielsen
Printed Name

7-11-13
Date

Pat Redden
Vice President, Philanthropy, ALCV
Pat Redden
Printed Name

7-22-13
Date

Superintendent of Schools, CUSD

Printed Name

Date

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California
2013-2014
Elementary Start/Dismissal Times

<u>ELEMENTARY SCHOOL</u>	<u>TIMES START/DISMISSAL Gr. 1-5</u>	<u>ACE LATE START/EARLY OUT TIME</u>
Ambuehl	7:45 - 2:05	Tuesday 12:50 Dismissal
Arroyo Vista	8:15 - 2:35	Wednesday 1:20 Dismissal
Don Juan Avila	7:45 - 2:05	Thursday 12:50 Dismissal
Bathgate	8:00 - 2:20	Wednesday 1:05 Dismissal
Benedict	7:45 - 2:05	Tuesday 12:50 Dismissal
Bergeson	7:45 - 2:05	Thursday 12:50 Dismissal
Canyon Vista	7:45 - 2:05	Thursday 12:50 Dismissal
Castille	7:45 - 2:05	Wednesday 12:50 Dismissal
Chaparral	8:00 - 2:20	Wednesday 1:05 Dismissal
Concordia	7:45 - 2:05	Tuesday 12:50 Dismissal
Crown Valley	7:45 - 2:05	Thursday 12:50 Dismissal
R. H. Dana	7:45 - 2:05	Thursday 12:45 Dismissal
R. H. Dana ENF	8:25 - 2:30	Thursday 1:15 Dismissal
Del Obispo	7:45 - 2:05	Tuesday 12:50 Dismissal
Carl Hankey	8:00 - 2:20	Wednesday 1:05 Dismissal
Hidden Hills	7:45 - 2:05	Thursday 12:50 Dismissal
Kinoshita	7:45 - 2:05	Tuesday 12:50 Dismissal
Ladera Ranch	8:00 - 2:20	Wednesday 9:00 - 2:05 Dismissal
Laguna Niguel	7:45 - 2:05	Thursday 12:50 Dismissal
Las Flores	7:45 - 2:05	Wednesday 12:50 Dismissal
Las Palmas	8:00 - 2:20	Tuesday 1:00 Dismissal
Lobo	7:45 - 2:05	Tuesday 12:50 Dismissal
Malcom	7:45 - 2:05	Thursday 12:50 Dismissal
Marblehead	7:45 - 2:05	Tuesday 12:50 Dismissal
Moulton	7:45 - 2:05	Thursday 12:50 Dismissal
Oak Grove	7:45 - 2:05	Thursday 12:50 Dismissal
Oso Grande	8:00 - 2:20	Wednesday 1:05 Dismissal
Palisades	7:45 - 2:05	Tuesday 12:50 Dismissal
Philip Reilly	8:00 - 2:20	Wednesday 1:05 Dismissal
San Juan	7:45 - 2:05	Tuesday 12:45 Dismissal
Tijeras Creek	7:45 - 2:05	Wednesday 12:50 Dismissal
Viejo	7:45 - 2:05	Wednesday 12:50 Dismissal
Vista del Mar	8:15 - 2:35	Tuesday 1:20 Dismissal
Wagon Wheel	7:45 - 2:05	Wednesday 12:50 Dismissal
George White	7:45 - 2:05	Thursday 12:50 Dismissal
Wood Canyon	7:45 - 2:05	Thursday 12:50 Dismissal

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

**2013-2014 SECONDARY SCHOOL
START/DISMISSAL TIMES**

MIDDLE SCHOOLS: 8:45 a.m. – 3:25 p.m., (ACE Time Day 9:45-3:25)

Ladera Ranch 8:15-2:55 (Mon., Tues., Thur., Fri.) 9:15-2:55 (Wed.)

Vista del Mar 8:10-2:55 (Mon., Wed., Thurs., Fri.) 8:10-1:55 (Tues.)

Arroyo Vista 8:00-2:40 (Mon., Tues., Thur., Fri.) 8:00-1:25 (Wed.)

Carl Hankey: 8:00-2:35 (Mon., Tues., Thur., Fri.) 8:00 - 12:15 (Wed.)

ANHS	Mondays	ANHS	Block Days
Period	Time	Period	Time
Collab	7:45-8:35	0	6:50-7:52
1	8:45-9:31	1/2	8:00-9:43
2	9:41-10:27	Tutorial	9:53-10:28
3	10:37-11:23	3/4	10:38-12:21
4	11:33-12:19	Lunch	12:21-12:52
Lunch	12:19-12:53	5/6	1:02-2:45
5	1:03-1:49		
6	1:59-2:45		

Block Days

Periods 1, 3, and 5 meet on Wednesday and Friday.

Periods 2, 4, and 6 meet on Tuesday and Thursday.

Period 0 meets Monday through Friday.

CVHS	Mondays	CVHS	Block Days
Period	Time	Period	Time
PLC	7:45-8:28	0	6:40-7:47
1	8:38-9:25	1/2	7:57-9:39
2	9:35-10:22	Tutorial	9:49-10:21
Break	10:22-10:27	Break	10:21-10:26
3	10:37-11:24	3/4	10:36-12:18
4	11:34-12:21	Lunch	12:18-12:53
Lunch	12:21-12:51	5/6	1:03-2:45
5	1:01-1:48		
6	1:58-2:45		

Block Days

Periods 1, 3, and 5, meet on Wednesday and Friday.

Periods 2, 4, and 6 meet on Tuesdays and Thursday.

Period 0 meets Tuesday through Friday.

Monday-Late Start no zero period.

DHHS	Mondays	DHHS	Block Days
Period	Time	Period	Time
1	8:40-9:28	0	6:42-7:47
3	9:37-10:24	1/2	7:56-9:42
Break	10:24-10:30	Tutorial	9:51-10:19
2	10:39-11:26	Break	10:19-10:24
4	11:35-12:22	3/4	10:33-12:19
Lunch	12:22-12:52	Lunch	12:19-12:49
5	1:01-1:48	5/6	12:58-2:44
6	1:57-2:44		

Block Days

Periods 1, 3, and 5 meet on Tuesday and Thursday.

Periods 2, 4, and 6 meet on Wednesday and Friday.

Period 0 meets Tuesday, Wednesday, Thursday, and Friday.

Monday-Late Start no zero period.

SCHS	Monday	SCHS	Block Days	SCHS	Traditional Tues./Fri.
Period	Time	Period	Time	Period	Time
1	8:20-9:10	0	6:40-7:46	0	6:40-7:46
2	9:19-10:09	1/2	7:55-9:39	1	7:55-8:49
Break	10:09-10:14	Tutorial	9:48-10:18	2	8:58-9:52
3	10:23-11:13	Break	10:18-10:23	Break	9:52-9:57
4	11:22-12:12	3/4	10:32-12:17	3	10:06-11:01
Lunch	12:12-12:47	Lunch	12:17-12:52	4	11:10-12:04
5	12:56-1:46	5/6	1:01-2:45	Lunch	12:04-12:39
6	1:55-2:45			5	12:48-1:42
				6	1:51-2:45

Block Days

Periods 1, 3, and 5 meet on Wednesday.

Periods 2, 4, and 6 meet on Thursday.

Periods 1 through 6 meet on Monday, Tuesday, and Friday.

Monday-Late Start no zero period.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

SJHHS	Mondays	SJHHS	Block Days
Period	Time	Period	Time
0	6:54-7:44	0	6:54-7:44
1	7:54-8:42	1/2	7:54-9:36
2	8:52-9:40	Tutorial	9:46-10:21
Break	9:40-9:45	Break	10:21-10:26
3	9:55-10:43	3/4	10:36-12:18
4	10:53-11:41	Lunch	12:18-12:53
Lunch	11:41-12:16	5/6	1:03-2:45
5	12:26-1:14		
6	1:24-2:12		
Teachers:PLC	2:12-3:00		

Block Days

Periods 1, 3, and 5 meet on Wednesday and Friday.
 Periods 2, 4, and 6 meet on Tuesday and Thursday.
 Period 0 meets Monday, Tuesday, Wednesday, Thursday, and Friday.

THS	Mondays	THS	Block Days
Period	Time	Period	Time
0	6:40-7:42	0	6:40-7:42
1	7:52-8:41	1/2	7:52-9:35
2	8:51-9:40	Tutorial	9:45-10:18
Homeroom	9:50-10:10	Break	10:18-10:24
Break	10:10-10:14	3/4	10:34-12:17
3	10:24-11:13	Lunch	12:17-12:52
4	11:23-12:12	5/6	1:02-2:45
Lunch	12:12-12:47		
5	12:57-1:46		
6	1:56-2:45		

Block Days

Periods 1, 3, and 5 meet on Wednesday and Friday.
 Periods 2, 4, and 6 meet on Tuesday and Thursday.
 Period 0 meets Monday, Tuesday, Thursday, and Friday.

Wednesday-Late Start
 Period 1 8:36-10:19
 Break 10:19-10:24
 Period 3 10:34-12:17
 Lunch 12:17-12:52
 Period 5 1:02-2:45

<u>Serra High School:</u>	<u>8:30 a.m. – 1:26 p.m.</u>
Period	Time
1	8:30-9:30
Break	9:30-9:35
2	9:37-10:42
Break	10:42-10:47
3	10:49-12:04
Nutrition	12:04-12:24
4	12:26-1:26

AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING

THIS AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this ____ day of August, 2013, by and between CAPISTRANO UNIFIED SCHOOL DISTRICT, a municipal corporation ("District"), and OXFORD PREPARATORY ACADEMY, INC. ("OPA"), a California nonprofit public benefit corporation (collectively referred to as "the Parties").

RECITALS

WHEREAS, on or about May 28, 2013, OPA submitted a request for a material revision to its Charter seeking an increase in enrollment of its Independent Study Program ("IS Program") from 100 to 160 students; and

WHEREAS, on or about July 15, 2013, the District advised OPA that it had insufficient information to adequately evaluate the request for increased enrollment; and

WHEREAS, on or about July 19, 2013, OPA provided additional information to the District regarding the proposed increased enrollment of the IS Program, and requested an additional material revision which would increase the enrollment of its classroom-based program by 32 Kindergarten students; and

WHEREAS, the District's governing board ("Board") considered OPA's requests for material revisions at its regularly scheduled board meeting on August 14, 2013 and approved the requests conditioned upon OPA agreeing to: (1) cap the total enrollment at the Barcelona site to 864 (704 classroom and 160 IS), which cap would remain in place for the duration of OPA use of Barcelona; (2) implement a traditional AM/PM kindergarten program requiring the use of a single classroom for two kindergarten classes (one AM class and one PM class), and (3) house the proposed increased classroom-based enrollment within the existing space allocated to OPA at the Barcelona site;

WHEREAS, the Parties desire to more specifically memorialize the proposed enrollment increases and conditions required by the Board; and

WHEREAS, Section II.A.2 of the MOU provides for amendments to the MOU by written agreement of the Parties.

NOW, THEREFORE, in light of the foregoing facts, it is mutually agreed as follows:

Section 1: Section N of the MOU is amended as follows:

N. Facilities.

1. The Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with Title 24 of the Building Standards Code, as enforced by the local planning jurisdiction, or the Field Act. The facilities shall also meet the requirements of the Americans with Disabilities Act and shall be approved by the local fire marshal for the use intended. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms

Amendment No. 1 to Memorandum of Understanding between Capistrano Unified School District and Oxford Preparatory Academy, Inc.

EXHIBIT 12

Page 1 of 2

annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills monthly and shall maintain records of such drills.

2. The Charter School shall not establish more than one site or facility without seeking material revision of its Charter document from the District's Board.
3. Should the Charter School wish to utilize District facilities, the Charter School understands and acknowledges that a separate, annual request and agreement will be required.
4. The Charter School shall cap its total enrollment at the Barcelona site at 864 (704 classroom and 160 IS). This cap shall remain in place for the duration of the Charter School's use of the Barcelona site.
5. Beginning in the 2013-2014 school year, the Charter School shall implement a traditional AM/PM kindergarten program requiring the use of a single classroom for two kindergarten classes (one AM class and one PM class).
6. The Charter School shall house the increased classroom-based enrollment contemplated by this Amendment and approved by the Board in August 2013 within the existing space allocated to the Charter School at the Barcelona site.

Section 2: All other provisions of the MOU, as amended, remain in full force and effect.

ACCEPTED AND AGREED on the date indicated below:

Dated: August __, 2013

Dated: August 15, 2013

**CAPISTRANO UNIFIED SCHOOL
DISTRICT**

OXFORD PREPARATORY ACADEMY, INC.

By: _____
Name: Dr. Joseph M. Farley
Title: Superintendent

By: Sue Roche
Name: Sue Roche
Title: Executive Director

Amendment No. 1 to Memorandum of Understanding between Capistrano Unified School District and Oxford Preparatory Academy, Inc.

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....SEPTEMBER 11, 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
5274	87	DELL COMPUTER	CompTech/Fac Acq /CVHS	1,175.89
5275	87	APPLE COMPUTER INC	CompTech/Fac Acq /CVHS	6,291.12
5276	87	GUIDA SURVEYING INC.	BI:CTest/Fac Acq /CVHS	80,000.00
5277	98	DIVISION OF STATE ARCHITECT	BI:DSA /Fac Acq /SJHHS	4,917.67
4 Purchase Orders				\$92,384.68

EXHIBIT 13

Attachment 1

PO BOARD LISTING

Board of Trustees Purchase Order Listing

===== Fiscal Year: 2012-13 =====

Board of Trustees Meeting.....SEPTEMBER 11, 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
325260	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	540.00
325261	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	360.00
325262	1	DISCOVERING SCIENCE COMPANY	CnsltSvs/Instrctn/GrgWhite	2,805.00
3 Purchase Orders				\$3,705.00

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....SEPTEMBER 11, 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
5273	98	COUNTY OF ORANGE	Serv& Op/Fac Acq /SJHHS	2,898.92
5274		VOID	VOID	0.00
5275		VOID	VOID	0.00
5276		VOID	VOID	0.00
5277		VOID	VOID	0.00
5278	87	ARC	BI:Other/Fac Acq /CVHS	901.30
2 Purchase Orders				\$3,800.22

Board of Trustees Purchase Order Listing
----- Fiscal Year: 2013-14 -----
Board of Trustees Meeting.....SEPTEMBER 11, 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
330922	1	REBECCA CALLAGHAN ROMO dba	Serv& Op/Instrctn/Capo Ch	9,000.00
330923	1	YMCA OF ORANGE COUNTY	CnsltSvs/Instrctn/RH Dana	25,000.00
			Subagmt/Instrctn/RH Dana	75,500.00
330924	1	HOROWITZ, DEBRA L	CnsltNon/GuiDcnsl/Dstrctwd	300.00
330925	1	CULVER-NEWLIN INC	SpplsNonI/RR:Bldgs/Dstrctwd	4,222.89
330926	1	CARREN J. STIKA	CnsltNon/PsychSer/Dstrctwd	3,000.00
330927	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Concordi	6,680.00
330928	1	PACIFIC MH CONSTRUCTION INC.	Serv& Op/Enterprs/Dstrctwd	20,538.00
330929	1	AMS.NET INC	Serv& Op/TIS /Dstrctwd	61,877.52
330930	1	APPLE COMPUTER INC	InstMtIs/SE0thIns/Dstrctwd	433.92
330931	1	PC MALL GOV	Serv& Op/SupvAdmn/Dstrctwd	68.91
330932	1	NATIONAL GEOGRAPHIC SCHOOL PUB	InstMtIs/Instrctn/OsoGrand	708.00
330933	1	STAPLES ADVANTAGE	SpplsNonI/Purch /Dstrctwd	72.57
330934	1	STAPLES ADVANTAGE	SpplsNonI/Sch Adm /Dstrctwd	292.90
330935	1	SUPER DUPER INC.	SpplsNonI/Spch Aud/Dstrctwd	123.04
330936	1	WESTERN PSYCHOLOGICAL SERVICES	SpplsNonI/Spch Aud/Dstrctwd	556.76
330937	1	ACADEMIC THERAPY PUBL	SpplsNonI/Spch Aud/Dstrctwd	708.00
330938	1	LINGUI SYSTEMS INC	SpplsNonI/Spch Aud/Dstrctwd	116.76
330939	1	PEARSON ASSESSMENTS	SpplsNonI/Spch Aud/Dstrctwd	2,587.90
330940	14	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Dstrctwd	22,280.00
330941	1	YORK INDUSTRIES	SpplsNonI/Op:Grnds/Dstrctwd	8,000.00
330942	1	VANGUARD FLOORING INC	Rntl:Oth/RR:Bldgs/RH Dana	3,744.80
330943		VOID	VOID	0.00
330944	1	TANDUS FLOORING INC.	SpplsNonI/RR:Bldgs/RH Dana	5,000.88
330945	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/ANHS	8,575.00
330946	14	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Concordi	24,181.00
330947	1	BATTERY SYSTEMS OF ANAHEIM	Ppl Tran/PuplTran/Dstrctwd	7,200.00
			SpplsNonI/Dist Veh/Dstrctwd	1,800.00
330948	1	TANDUS FLOORING INC.	SpplsNonI/RR:Bldgs/Dstrctwd	43,362.87
330949	1	MAIER INTERNATIONAL INC	Rntl:Oth/RR:Bldgs/LFMS	4,867.80
330950	1	MAIER INTERNATIONAL INC	Rntl:Oth/RR:Bldgs/Palisade	3,783.00
330951	1	IMAGE WORKS	Rnt&Repr/Libr&Med/Dstrctwd	760.00
330952	1	YALE CHASE EQUIPMENT AND	Rntl:Oth/RR:Bldgs/Dstrctwd	20,000.00
330953	1	NEW MANAGEMENT	SpplsNonI/RR:Bldgs/Dstrctwd	7,884.00
330954	1	PREMIERE WATER SERVICES	Rntl:Oth/RR:Bldgs/Dstrctwd	782.00
330955	1	PREMIERE WATER SERVICES	Rntl:Oth/RR:Bldgs/DHHS	268.00
330956	1	FOLLETT EDUCATIONAL SERVICES	9-12Text/Instrctn/Dstrctwd	1,968.30
330957	1	HOUGHTON MIFFLIN HARCOURT	9-12Text/Instrctn/Dstrctwd	12,160.26
330958	1	PEARSON EDUCATION	K-12Text/Instrctn/LRMS	977.43
330959	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	3,996.00
330960	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	4,095.90
330961	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	3,996.00
330962	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	4,145.85
330963	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	1,498.50
330964	1	BETTERCHINESE	K-8Textb/Instrctn/Dstrctwd	875.00

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PO No.	Fund	Vendor	Description	Amount
330965	1	BETTERCHINESE	K-8Textb/Instrctn/Dstrctwd	275.00
330966	1	BETTERCHINESE	K-8Textb/Instrctn/Dstrctwd	3,928.51
330967	1	DELL COMPUTER	SplsNonI/SupvAdmn/Dstrctwd	311.68
330968	1	CORONA-NORCO UNIFIED SCH	Serv& Op/TIS /Dstrctwd	400.00
330969	1	AMS.NET INC	Serv& Op/RR:Bldgs/Dstrctwd	38,973.09
330970	1	DELL COMPUTER	NonCapEq/TIS /Dstrctwd	1,404.00
330971	25	NETWORK HARDWARE RESALE	NonCapEq/Fac Acq /Dstrctwd	257,826.00
330972	1	AMS.NET INC	Serv& Op/TIS /Dstrctwd	6,377.55
330973	1	FRIEHLING, JAY AND BERNICE	Residtl /NPS /Dstrctwd	1,200.00
330974	1	CASTO	Dues&Mmb/PuplTran/Dstrctwd	150.00
330975	1	SWEETMAN SYSTEMS	NonCapEq/SEOthIns/Dstrctwd	7,133.80
330976	1	AMERICAN RED CROSS	Serv& Op/PuplTran/Dstrctwd	190.00
330977		VOID	VOID	0.00
330978	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/San Juan	500.00
330979	70	ASCIP	Serv& Op/Enterprs/Dstrctwd	1,836,962.00
330980	12	WELCH ALLYN PRODUCT SERVICE	SplsNonI/HlthServ/Dstrctwd	504.23
330981	1	MAIER INTERNATIONAL INC	Rntl:Oth/RR:Bldgs/Bergeson	38,107.80
330982	1	AVID CENTER	Dues&Mmb/Instrctn/Dstrctwd	37,140.00
			CnfrNonI/StDev In/Dstrctwd	4,000.00
330983	12	OFFICE DEPOT	InstMtls/Instrctn/Dstrctwd	779.06
330984	12	UNIVERSITY OF IDAHO	SplsNonI/Sch Adm /Dstrctwd	99.55
330985		VOID	VOID	0.00
330986	1	PROFESSIONAL TUTORS OF AMERICA	CnsltSvs/Instrctn/Dstrctwd	25,410.00
330987		VOID	VOID	0.00
330988		VOID	VOID	0.00
330989	12	CHINA SPROUT INC	InstMtls/Instrctn/Dstrctwd	246.82
330990	1	THERAPEUTIC EDUCATION CENTER	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	19,776.00
330991	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	4,868.00
330992	1	MOBILE COMMUNICATION REPAIR	Rntl:Oth/PuplTran/Dstrctwd	21,000.00
330993	1	MAGNETIC ATTRACTIONS	SplsNonI/Sch Adm /Dana ENF	500.00
330994	1	CINDY CUMMINGS AND/OR	Serv& Op/NPS /Dstrctwd	28,472.50
			Serv& Op/PuplTran/Dstrctwd	5,144.00
			Legal /SupvAdmn/Dstrctwd	5,383.50
330995	1	SAMUELIAN, ROBERT AND SHERI	Serv& Op/NPS /Dstrctwd	84,000.00
			Serv& Op/PuplTran/Dstrctwd	7,000.00
330996	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/PuplTran/Dstrctwd	768.96
330997	1	FOREST LANES BOWL CNTR	FieldTrp/SEOthIns/Dana ENF	1,000.00
330998	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SDCInstr/Dana ENF	3,000.00
330999	1	MNJ TECHNOLOGIES DIRECT INC	SplsNonI/TIS /Dstrctwd	2,290.18
331000	1	ECS IMAGING INCORPORATED	Serv& Op/TIS /Dstrctwd	4,140.00
			Serv& Op/Pup Serv/Dstrctwd	4,140.00
331001	1	ECS IMAGING INCORPORATED	NonCapEq/Pup Serv/Dstrctwd	1,722.60
331002	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/TIS /Dstrctwd	498.00
331003	1	DELL COMPUTER	NonCapEq/TIS /Dstrctwd	1,585.11
331004	1	J.F.SHEA THERAPEUTIC RIDING	FieldTrp/SEOthIns/Dana ENF	2,000.00
331005	1	ENABLEMART	InstMtls/SEOthIns/Dstrctwd	62.64
331006	1	FASTENATION	InstMtls/SEOthIns/Dstrctwd	369.41
331007	1	ELAN PUBLISHING CO INC	St Rcpts/Undesig /Dstrctwd	249.57
331008	1	EAGLE	St Rcpts/Undesig /Dstrctwd	2,268.00

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PO No.	Fund	Vendor	Description	Amount
331009	1	WAXIE	St Rcpts/Undesig /Dstrctwd	417.96
331010	1	SHAMROCK SUPPLY CO INC	St Rcpts/Undesig /Dstrctwd	951.48
331011	1	COSTCO S.J.C.	St Rcpts/Undesig /Dstrctwd	2,335.28
331012	1	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/CVHS	8,525.80
331013	1	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/Benedict	2,410.95
331014	1	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/CanViste	1,993.80
331015	1	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/LRMS	175.10
331016	1	SMART & FINAL IRIS #399	InstMtls/SDCInstr/Dana ENF	2,000.00
331017	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/Tesoro	764.33
331018	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SDCInstr/Dstrctwd	139.19
331019	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SDCInstr/Dstrctwd	91.76
331020	1	GRANDINETTE, SHARON M.	CnsltNon/SupvAdmn/Dstrctwd	5,000.00
331021	1	FREY SCIENTIFIC CO	InstMtls/Enterprs/NHMS	305.95
331022	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/Tesoro	567.13
331023	1	SPARKLETTS	SpplsNonI/Sch Adm /Dana ENF	350.00
331024	1	SPARKLETTS	SpplsNonI/Sch Adm /Dana ENF	900.00
331025	1	SIGNS BY CREATIONS UNLIMITED	Rntl:Oth/RR:Bldgs/DHHS	10,397.88
331026	1	SIGNS BY CREATIONS UNLIMITED	Rntl:Oth/RR:Bldgs/Concordi	5,151.08
331027	1	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/LRMS	5,886.40
331028	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/Dstrctwd	4,400.00
331029	1	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/Bergeson	3,402.20
331030	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/Dstrctwd	3,575.00
331031	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/CVHS	6,675.50
331032	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/Tesoro	10,897.00
331033	1	BESAM ENTRANCE SOLUTIONS	Rntl:Oth/RR:Bldgs/Reilly	438.76
331034	1	BESAM ENTRANCE SOLUTIONS	Rntl:Oth/RR:Bldgs/Reilly	210.70
331035		VOID	VOID	0.00
331036	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/SuppSvcs/Dstrctwd	175.00
			CnfrNonI/Bus/Fisc/Dstrctwd	525.00
331037	1	STAPLES ADVANTAGE	SpplsNonI/SupvAdmn/Dstrctwd	156.60
331038	13	SANTA MARGARITA FORD	LrgeEquip/FoodServ/Dstrctwd	53,067.96
331039	1	KAPLAN SCHOOL SUPPLY	InstMtls/Instrctn/San Juan	431.42
331040		VOID	VOID	0.00
331041	1	CALIFORNIA WESTERN VISUALS	F&EInstl/Instrctn/Benedict	56,972.78
331042	1	IPC USA	Ppl Tran/PuplTran/Dstrctwd	693,000.00
			SpplsNonI/Dist Veh/Dstrctwd	207,000.00
331043	1	LARMAC	Serv& Op/RR:Grnds/Dstrctwd	34,800.00
331044	1	ORANGE COUNTY REGISTER	Serv& Op/Pub Info/Dstrctwd	2,000.00
331045	1	ORANGE COUNTY REGISTER	Serv& Op/Enterprs/Dstrctwd	140.52
331046	1	MOBILE COMMUNICATION REPAIR	Rntl:Oth/PuplTran/Dstrctwd	9,225.00
331047	1	STAPLES ADVANTAGE	SpplsNonI/Libr&Med/Dstrctwd	2,000.00
331048	1	BIOMETRICS4ALL INC	Serv& Op/Prsnl:HR/Dstrctwd	960.00
331049	1	COX COMMUNICATIONS	Cmmnctns/DW Unrst/Dstrctwd	550,000.00
331050		VOID	VOID	0.00
331051	11	EDUCATIONAL TESTING SERVICE	Serv& Op/Instrctn/Dstrctwd	3,207.98
331052	1	WAL MART L.N.	InstMtls/Instrctn/Dstrctwd	7,560.00
331053	11	OFFICE DEPOT	InstMtls/Instrctn/Dstrctwd	3,000.00
331054	1	WAYSIDE PUBLISHING	9-12Text/Instrctn/Dstrctwd	436.71
331055	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	1,561.86
331056	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	3,996.00

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PO No.	Fund	Vendor	Description	Amount
331057	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	3,996.00
331058	1	DENISE JACQUES	Residtl /NPS /Dstrctwd	600.00
331059	1	CINDY CUMMINGS AND/OR	Residtl /NPS /Dstrctwd	2,100.00
331060	1	FARIBORZ, SURUR FAZELI	NPS /NPS /Dstrctwd	1,990.00
331061	1	LISA AND/OR TOM BLAKELY	Residtl /NPS /Dstrctwd	600.00
331062	1	WELLS, STEPHANIE	Residtl /NPS /Dstrctwd	2,100.00
331063	1	OFFICE DEPOT	InstMtls/Instrctn/ArroyoMS	159.22
331064	1	MANION, MAUREEN	Serv& Op/Instrctn/St Anne	2,251.02
331065	1	SADDLEBACK COLLEGE	Serv& Op/SEOthIns/Dstrctwd	400.00
331066	1	WESTERN ASSOC SCH & COL	Dues&Mmb/SupvAdmn/VarSites	810.00
331067	1	WESTERN ASSOC SCH & COL	Dues&Mmb/SupvAdmn/VarSites	810.00
331068	1	WESTERN ASSOC SCH & COL	Dues&Mmb/SupvAdmn/VarSites	810.00
331069	1	WESTERN ASSOC SCH & COL	Dues&Mmb/SupvAdmn/VarSites	810.00
331070	1	WESTERN ASSOC SCH & COL	Dues&Mmb/SupvAdmn/VarSites	810.00
331071	1	WESTERN ASSOC SCH & COL	Dues&Mmb/SupvAdmn/VarSites	810.00
331072	1	WESTERN ASSOC SCH & COL	Dues&Mmb/SupvAdmn/VarSites	810.00
331073	1	WESTERN ASSOC SCH & COL	Dues&Mmb/SupvAdmn/VarSites	810.00
331074	1	SOCIAL THINKING PUBLISHING	InstMtls/SDCInstr/Dstrctwd	478.76
331075	1	STAPLES ADVANTAGE	SpplsNonI/Sch Adm /Dstrctwd	432.73
331076		VOID	VOID	0.00
331077	1	PERMA-BOUND	9-12Text/Instrctn/Dstrctwd	1,373.44
331078	1	PERMA-BOUND	9-12Text/Instrctn/Dstrctwd	9,088.20
331079	1	FOLLETT EDUCATIONAL SERVICES	9-12Text/Instrctn/Dstrctwd	1,356.48
331080	1	PSYCHOLOGICAL ASSESSMENT RES	SpplsNonI/PsychSer/Dstrctwd	76.20
331081	1	ORANGE COUNTY DEPT OF EDUC	SpplsNonI/SupvAdmn/Dstrctwd	174.00
331082	1	WESTERN PSYCHOLOGICAL SERVICES	SpplsNonI/PsychSer/Dstrctwd	292.30
331083	1	RIVERSIDE PUBLISHING CO	SpplsNonI/PsychSer/Dstrctwd	85.22
331084	1	PEARSON ASSESSMENTS	SpplsNonI/PsychSer/Dstrctwd	2,837.40
331085	1	MERCURY DISPOSAL SYSTEM INC.	Serv& Op/Saf&Trng/Dstrctwd	10,000.00
331086	1	BRIDGES TRANSITIONS CO.	Serv& Op/Instrctn/Dstrctwd	17,110.00
331087	1	MOREY'S MUSIC	Rnt&Repr/Instrctn/Dstrctwd	150.00
331088	1	HANDWRITING W/O TEARS	InstMtls/Instrctn/Del Obis	126.56
331089	1	KNORR POOL SYSTEMS INC	Rntl:Oth/RR:Bldgs/CVHS	27,111.80
331090	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/Tesoro	242.37
331091	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Dstrctwd	450.00
331092	1	APPLE COMPUTER INC	NonCapEq/SupvAdmn/Dstrctwd	7,583.04
331093	1	PC MALL GOV	Serv& Op/SupvAdmn/Dstrctwd	68.91
331094		VOID	VOID	0.00
331095	1	COUNTY OF RIVERSIDE	CnfrNonI/Purch /Dstrctwd	99.00
331096	1	ORANGE COUNTY REGISTER	Serv& Op/Enterprs/Dstrctwd	133.44

165 Purchase Orders \$4,703,272.49

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Warrant Number	Name of Payee	Reference Number	Amount
188795	ALL GREEN ELECTRONICS	CL-131787	55.50
188796	BEACH CITIES GLASS	CL-131785	278.45
188797	CAPO-LAGUNA BEACH ROP	CL-131210	34,853.42
		CL-131211	6,053.38
188798	CINTAS DOCUMENT MANAGEMENT	CL-131790	252.00
188799	COPPER HILLS YOUTH CENTER	CL-131332	13,851.00
188800	CRARY, BRENDA	CL-130848	1,530.00
188801	EDUCATIONAL TESTING AND	CL-130852	4,500.00
188802	FOLLETT EDUCATIONAL SVC	CL-131789	40.26
		PO-324963	135.66
188803	GARCIA, IRMA R.	CL-130858	2,001.60
188804	JANNEY, MICHAEL & VANESSA	CL-131348	1,200.00
		CL-131349	135.60
188805	JOCHAM, SARA	PV-140179	336.62
188806	JOHNSON, CONSTANCE	PV-140176	225.00
188807	KRANTZ, TRICIA	CL-130869	1,362.60
188808	LEDERMAN, SUE	PV-140177	225.00
188809	ORANGE CTY DEPT EDUC	CL-130877	2,058.75
		CL-130878	333,264.75
		CL-130879	117,813.95
		CL-130880	271,885.38
		CL-131788	8,593.92
188810	SCHOOL SERVICES OF CALIF	PV-140180	350.00
188811	SHACK-LAPPIN, CAROL	CL-130885	451.35
		CL-130886	861.15
188812	SLIPAKOFF, ROBIN	PV-140178	399.00
188813	STEPPING STONES SPEECH	CL-131355	11,340.00
188814	WESTSHIELD ADOLESCENT SERVICES	CL-130854	730.15
		CL-130855	5,193.41
188815	CORVEL CORPORATION	PO-330313	100,915.69
188816	CORVEL CORPORATION	PO-330400	26,697.58
188817	A Z BUS SALES INC	CL-131314	44.65
188818	B & H PHOTOGRAPHY	CL-130183	893.90
188819	COMPLETE OFFICE OF CA	PO-330384	55.63
188820	DAVID TAUSSIG ASSOC INC	CL-130810	257.80
		PO-330012	21,429.01
188821	GOV PLACE	CL-130630	1,438.80
188822	MOULTON NIGUEL WATER	CL-131803	6,561.44
188823	SAN DIEGO GAS & ELECTRIC	CL-131793	92,245.34
		CL-131806	34,199.00
188824	SANTA MARGARITA WATER	CL-131792	4,034.08
		CL-131804	13,670.37
188825	SO CAL GAS CO	CL-130108	6,094.40
188826	SO COAST WATER DIST	CL-130110	9,494.55
188827	SOUTHERN CALIFORNIA EDISON	CL-131805	1,543.78

Attachment 2

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
188828	WESTGROUP MANAGEMENT INC	CL-131740	1,715.00
		CL-131741	1,500.00
		CL-131750	13,285.00
188829	VANGUARD FLOORING INC	PO-325025	2,686.60
		PO-325036	1,966.75
		PO-325037	2,641.00
		PO-325039	2,297.50
188830	MOBILE COMM REPAIR INC	PO-330992	9,225.00
188831	ORANGE COUNTY REGISTER	CL-131717	134.00
188832	SIGNS BY CREATIONS UNLIMITED	PO-330532	2,934.36
188833	SMART & FINAL	PO-330323	131.24
188834	SOUTH COAST MEDICAL GROUP	PO-330715	1,304.00
188835	TEACHING STRATEGIES	FV-140202	134.34
188836	THERAPRO	CL-131639	59.80
188837	VERIZON WIRELESS	CL-130431	1,406.64
		PO-330161	1,407.00
188838	DORN, MICHELE	FV-140183	72.00
188839	EXWORTHY, MARK	FV-140185	72.00
188840	GEIGER, PHILIPPA	FV-140186	20.00
188841	NESTOR, GREGORY	FV-140191	97.68
188842	OLSON, LEONA	FV-140192	50.52
188843	SCOTT, CONNIE	FV-140193	7.54
188844	WALDERS, BRANNON	FV-140196	72.00
188845	VERMEULEN, DONALD	FV-140195	102.08
188846	CONTE, MEGAN	FV-140181	110.00
188847	ELLSTROM, ANNE MARIE	FV-140184	220.00
188848	GIBSON, ROGER	FV-140187	815.00
188849	HYNDMAN, GINGER	FV-140188	334.00
188850	KEELER, DEBRA	FV-140189	60.00
188851	MOTUS-HAIK, CHRISTINE	FV-140190	110.00
188852	TITIZIAN, ALEXANDRA	FV-140194	110.00
188853	CULP, KATHERINE	FV-140182	129.04
188854	OLSON, LEONA	FV-140192	6.00
188855	A Z BUS SALES INC	PO-330865	5,091.44
188856	AMERICAN RED CROSS	CL-131657	95.00
		CL-131658	95.00
188857	APPLE COMPUTER INC	PO-330707	433.92
188858	BAYSCAN	PO-330613	283.40
188859	BEACH CITIES GLASS	PO-330234	168.35
188860	COMPLETE OFFICE OF CA	PO-330102	497.62
		PO-330718	3.88
188861	CORONA-NORCO UNIFIED SCH	PO-330968	400.00
188862	DANIELS TIRE SERVICE	PO-330869	13,222.38

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
188863	DELL MARKETING L P	PO-330103	1,705.78
		PO-330104	3,411.59
		PO-330454	5,083.69
		PO-330458	1,494.76
		PO-330462	852.90
		PO-330467	933.44
		PO-330472	623.36
		PO-330519	1,377.76
		PO-330524	1,297.22
188864	EVERYTHING MEDICAL LLC	PO-330427	691.20
188865	HIRSCH PIPE & SUPPLY	PO-330166	297.69
188866	KELLY PAPER COMPANY	PO-330151	1,019.31
188867	LA HABRA FENCE CO INC	CL-131583	14,866.00
		CL-131584	9,406.00
188868	BLAND, LISA	PV-140197	40.68
188869	EATON, ANDREA	PV-140198	26.56
188870	JENSEN, KENNETH	PV-140199	163.85
188871	KERINS, TRACY	PV-140200	60.46
188872	MCMORRAN-MAUS, KRISTA	PV-140201	114.70
188873	CAPISTRANO UNIFIED SCHOOL DIST	CL-130941	6,741.22
		PO-330320	75,216.60
188874	MERCER HEALTH & BENEFITS LLC	PO-325062	8,333.33
188875	METROPOLITAN EMPLOYEES	PO-330327	20,952.00
		PO-330340	3,677,851.30
188876	CORVEL CORPORATION	PO-330400	16,774.69
188877	CASTO	PO-330974	150.00
188878	CENTER FOR LEARNING AND	CL-130845	5,000.00
188879	MINGUS MOUNTAIN ACADEMY	CL-131367	5,250.00
		CL-131368	13,388.00
		CL-131369	2,677.85
		CL-131370	1,233.47
		CL-131371	669.00
		CL-131372	192.36

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
188880	OCEANVIEW SCHOOL	CL-131373	4,296.00
		CL-131374	3,180.00
		CL-131375	2,996.00
		CL-131376	2,696.00
		CL-131377	2,576.00
		CL-131378	3,034.00
		CL-131379	2,756.00
		CL-131380	3,604.00
		CL-131381	3,276.00
		CL-131383	4,868.00
		CL-131384	2,724.00
		CL-131771	480.00
		CL-131772	540.00
		CL-131773	300.00
188881	SCIENCE@OC	CL-131057	540.00
188882	YELLOWSTONE BOYS & GIRLS RANCH	CL-131412	746.25
		CL-131413	4,410.00
		CL-131414	1,806.00
		CL-131415	592.00
		CL-131416	592.00
		CL-131723	199.00
188883	ONE STOP BINDERY	PO-330150	3,862.50
188884	ORANGE CO SCH BRDS ASSN	PO-330818	125.00
188885	ORANGE COUNTY REGISTER	PO-330406	505.14
188886	PITNEY BOWES/PRESORT SERVICES	PO-330153	459.15
188887	PRIORITY MAILING SYSTEMS	PO-330526	3,385.00
188888	PRUDENTIAL OVERALL SUP	PO-330144	65.72
188889	SCHOOL TRANSPORTATION	PO-330382	1,000.00
188890	SMART & FINAL	PO-330323	97.41
188891	SOUTH COAST MEDICAL GROUP	PO-330715	525.00
188892	SOUTHWEST SCHOOL SUPPLY	PO-330383	15.11-
		PO-330421	7,017.84
		PO-330424	8,660.52
		PO-330500	26,840.16
188893	THE WARE GROUP	PO-330092	3,000.00
188894	THOMSON REUTERS/BARCLAYS	PO-330389	345.00
188895	TIFCO INDUSTRIES	PO-330872	1,723.01
188896	TRUCPAR CO	PO-330873	930.37
188897	VERIZON WIRELESS	CL-131643	276.28
188898	WESTERN PSYCH SERVICES	PO-330142	324.32
188899	THOMSON REUTERS/BARCLAYS	PO-330839	140.00
188900	SAMUELIAN, ROBERT AND SHERI	PO-330995	91,000.00
188901	BYERS, VICKI	PV-140204	15.00
188902	FRIEHLING, JAY AND BERNICE	PO-330973	99.02
		PV-140203	198.06

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....AUGUST 28, 2013

Warrant Number	Name of Payee	Reference Number	Amount
188903	KENNEY, ROBERT AND MARIE	CL-130868	2,742.00
188904	LOYER, LAW OFFICES OF KATHLEEN	PO-330778	40,000.00
188905	MINA NAWABI & SARWAR ASLAMAYAR	CL-130876	1,390.00
188906	PATTERSON, PAMELA	CL-130882	425.00
188907	WINGARD, RICHARD AND LORENA	CL-131066	1,000.00
188908	BARBER & GONZALES CONSULTING	PO-330761	5,182.23
188909	DANNIS WOLIVER KELLEY	CL-131578	8,319.70
188910	EAGLE SOFTWARE	CL-131579	2,400.00
		CL-131708	93.79
188911	SYLVAN LEARNING CTR OF LAGUNA	CL-131395	1,620.22
		CL-131547	1,726.37
		CL-131553	1,125.26
188912	AIS SPECIALTY PRODUCTS INC	CL-131656	536.14
188913	DEWEYS HOME APPLIANCES	CL-130624	4,230.36
188914	ELAN PUBLISHING CO INC	PO-330425	1,495.00
		PO-331007	249.57
188915	CAPISTRANO UNIFIED SCHOOL DIST	CL-130941	560.00
		PO-330320	64,037.98
188916	ASCIP	PO-330979	1,836,962.00
		122 Warrants	\$7,253,844.03

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

VENDOR	TITLE	BOARD APPROVAL DATE
A&R Wholesale Distributors, Inc.	Bid No. 1011-14 Grocery Products	5/9/2011
A&R Wholesale Distributors, Inc.	Bid No. 1011-13 Snack and Beverage Products	5/9/2011
A&R Wholesale Distributors, Inc.	Bid No. 1314-02 Frozen Food Products	6/26/2013
Above All Names Construction Services, Incorporated	Bid No. 1112-11, Concrete Maintenance & Repair	10/26/2011
Advantage Imaging Supply, Inc.	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
American Logistics Co., LLC	Bid No. 1112-04 - Outsource Transportation Service	7/27/2011
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
AMS.NET Inc.	Western State Contracting Alliance (WSCA) WSCA 7-08-70-13, CA Participating Addendum AR-233 Cisco Networking Communications and Maintenance	11/9/2010
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
AMS.NET Inc.	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No. 1011-10, Roofing Repairs and Maintenance	3/8/2011
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 10-0809 General Legal Services	12/15/2009
AVES Audio Visual Systems, Inc.	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Barrett-Robinson, Inc.	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
B&H Foto & Electronics Corp. dab B&H Photo Video	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Ben's Asphalt, Inc.	Bid No. 1213-03 Asphalt Paving, Seal coating and Repair	5/22/2013
Bergman Dacey Goldsmith	RFQ No. 10-0809 General Legal Services	12/15/2009
Bowie, Arneson, Wiles, and Giannone	RFQ No. 10-0809 General Legal Services	12/15/2009
CA Track & Engineering	CMAS 4-09-78-0048A - Advanced Polymer Playground Surface Rubberized Sport Surface, Synthetic Track	9/12/2011
California Western Visuals	CMAS 3-08-70-2515A, GSA No GS-35F-0087U, Smart Technologies Interactive Shite Boards Hardware and Software	6/12/2013
California Western Visuals	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Camcor, Inc	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Campus Foods	Bid 1011-14 Grocery Products	5/9/2011
CDWG	Western State Contracting Alliance (WSCA) Contract No. 7-08-70-13 Cisco Networking Communications and Maintenance	11/9/2010

Attachment 3

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

VENDOR	TITLE	BOARD APPROVAL DATE
CDWG	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
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**

VENDOR	TITLE	BOARD APPROVAL DATE
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-12-70-2070E, General Services Administration Schedule No. GS-35F-0563U, Resale of Cisco Products and Cisco Branded Service	1/23/2013
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
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
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
Network Hardware Resale, Inc.	U.S. General Services Administration Contract No. GS-35F-0717R, Pre-Owned and Refurbished Cisco Systems Networking Equipment	11/9/2010

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

VENDOR	TITLE	BOARD APPROVAL DATE
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
NvLS Professional Services, LLC	RFQ No. 2-1213, E-Rate Consultant	6/27/2012
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Newport-Mesa Unified School District Bid No. 109-12 Office & School Supplies and Equipment	7/9/12
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
P&R Paper Supply Co.	Bid No. 1213-03 Paper and Plastic Products for Food and Nutrition Services	7/25/2012
Pacific Coast Sightseeing Tours & Charters	Bid No. 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 3-1213 Mass Communications System	7/25/2012
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

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

VENDOR	TITLE	BOARD APPROVAL DATE
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
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 PAYMENT OVER 250K AS OF 8/7/13**2013-14**

112173 ASCIP	1,836,962.00
120141 CAPISTRANO UNIFIED SCHOOL DIST	326,321.51
122828 CORVEL ENTERPRISE COMP INC	350,693.11
120832 METROPOLITAN EMPLOYEES	7,395,038.88
113144 OPPORTUNITY FOR LEARNING	400,570.24
066570 ORANGE COUNTY DEPT OF EDUC	746,629.72
078255 SAN DIEGO GAS & ELECTRIC	741,539.17
147868 US BANK	2,446,710.56

AUGUST 28, 2013

DONATED BY	AMOUNT	PURPOSE	SCHOOL
CUSD Foundation/Friends of Malcom	\$50,000.00	Instructional Aides Salaries	John Malcom Elementary School
Truman Benedict Elementary School PTA	\$20,000.00	14 Smart Boards	Truman Benedict Elementary School
Mrs. Sally Brick		Aeolian Weber Baby Grand Piano	Capistrano Valley High School
	Total	\$70,000.00	

AUGUST 28, 2013 BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, AND MASTER CONTRACT AGREEMENTS

NEW AGREEMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	INITIAL CONTRACT TERM	NOT TO EXCEED
ICA	1314060	3	PTA	Campco Day Camps	After School Education and Safety Program	9/5/13-9/04/14	\$ 20,380.00

TOTAL \$ 20,380.00

EXTENSIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	INITIAL CONTRACT TERM	NOT TO EXCEED
ICA	1213107	3	Indian Education	Professional Tutors of America, Inc.	Individualized Tutoring Instruction for CUSD Students	9/05/12-9/04/13	\$ 25,410.00
ICA	1213108	2	ASES	Campco Day Camps	After school education and safety program	9/05/12-9/04/13	\$ 103,742.94
ICA	1213113	5	Worker's Compensation	AON Risk Solutions	Actuarial services for its self-insured workers compensation program.	9/11/12-9/10/13	\$ 3,800.00

TOTAL \$ 132,952.94

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.



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 8-29-13, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

CAMPCO DAY CAMPS

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 "Contracting 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 \$20,380 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 9/05/13-9/04/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: _____

Signature: _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date: _____

Address: _____

Email Address: _____

FEIN/SSN: _____



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

Physical Education Program Proposal For Las Palmas Elementary School, 2013/2014

Page 3 of 3, Updated on 5/30/2013; 7:15pm

"Total Expenses" below include staff arriving at 10:15am for set-up and planning hours. Las Palmas is not charged for CampCo's 30-minute lunch break.

OPTION 3

Weekly, October 2 – April 3, on Wednesdays or Thursdays depending on grade level (see chart below). No program on Conference Weeks. Benefits: Students get P.E. EVERY week. Teachers get meeting/training time EVERY week. Challenges: Would need to raise budget for the program. The MPR would not be available during inclement weather on Thursdays.

Program dates: 42 Program Days (21 Program days for each grade level). October 2, 3, 9, 10, 16, 17, 23, 24, 30 & 31. November 13, 14, 20 & 21. December 4, 5, 11 & 12. January 8, 9, 15, 16, 22, 23, 29 & 30. February 5, 6, 12, 13, 19, 20, 26 & 27. March 5, 6, 12, 13, 19 & 20. April 2 & 3.

Total Fees: \$20,380 (~~-\$2000 for equipment~~)

Payments: 1/7 of total fees due on or before the 1st of each month beginning November 1, 2013.
 Last payment due on or before May 1, 2014.

DAY: Wednesdays

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

DAY: Thursdays

Time	Grade	Notes
10:15am-10:30am	No Classes	Staff set-up & prep
10:30am-11:15am	1 st	
11:30am-12:15pm	Kindergarten	
12:25pm-1:25pm	2 nd	
1:25pm-1:40pm	No Classes	Staff clean-up



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

May 30, 2013

Kristen Nelson, Principal
LAS PALMAS ELEMENTARY SCHOOL
1101 Calle Puente
San Clemente, CA 92672

Re: Physical Education Program, 2013/2014

Dear Kristen,

Thank you for inviting CampCo to offer a P.E. Program at Las Palmas Elementary School for the 2013/2014 school year. Per our discussion, I have listed a few different options below. The proposed program dates listed below are based on the school calendar approved on 5/8/2013.

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

Most activities would be held outdoors on the field and blacktop. We expect to only move indoors during inclement weather or for an occasional classroom activity. As we are hoping to offer most classes adjacent to student lunch periods, we will need to have assigned space for this program.

CampCo staffing fees include staff time for planning & preparation of the lesson plans, daily set-up and clean-up, leading of the program, workers' comp, employee and employer taxes, liability insurance, management mileage, new hires, initial staff training, staff trainings, background checks, fingerprinting, TB testing and uniforms.

For this proposal, we have included a small budget of \$2000 for equipment. Per our discussion, ideally the equipment to be used in this program will be new equipment that is purchased for the ASES Piper Club Program. If those arrangements are made, then the budget for this P.E. Program can be reduced by \$2000 for the year.

Attached, please find two suggested options/budgets for this P.E. Program. Please let me know your thoughts.

Sincerely,

Sylvia N. Rosenthal

Sylvia N. Rosenthal

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213107**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PROFESSIONAL TUTORS OF AMERICA, INC.

Independent Contractor Agreement No. ICA 1213107 called for an original contract period of September 5, 2012 , through September 4, 2013.

The agreement with Professional Tutors of America, Inc. shall be extended an additional 12 months, for the period September 5, 2013, through September 4, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$25,410.

Except as set forth in this Amendment, and Board approved on August 20, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Professional Tutors of America, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

PROFESSIONAL TUTORS
OF AMERICA INC.**FEE SCHEDULE****Capistrano USD – Indian Education 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@professional tutors.com

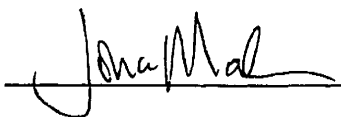
Description of Services:

We provide individualized tutoring instruction (always One-to-One) in all subjects. We serve students in all grade levels (from K-12th grade). Tutoring is done at the student's home or at a local library, whichever the parent prefers. Each student must have a 506 form on file with CUSD. 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: July 1, 2013 – June 30, 2014.

Signature:



Date:

JULY 9, 2013

Name: Jonas Maceda, Program Manager



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of 8/21/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

PROFESSIONAL TUTORS OF AMERICA

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 "Contracting 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 \$31,304.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 9/01/12-8/31/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett
 Name: Terry Fluett
 Title: Director, Purchasing
 Board Approval Date: 9/20/12

CONTRACTOR

Signature: Robert Harraka
 Name: Robert Harraka
 Title: CEO
 Address: 3350 E. Birch St. Ste. 108
Brea, CA 92821
 Email Address: robert@professionalutours.com
 FEIN/SSN 33-0015574



FEE SCHEDULE

Capistrano USD – Indian Education 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@professional tutors.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-12th grade). Tutoring is done at the student's home or at a local library, whichever the parent prefers. Each student must have a 506 form on file with CUSD. We have been providing one-to-one tutoring for over 28 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 250 school districts, improving academic skills, motivating students, and building self-confidence.

Terms of Payment: \$52.00 per hour

Rates will be in effect: July 1, 2012 – June 30, 2013.

Signature: Jonas Maceda Date: 7/23/12

Name: Jonas Maceda, Program Manager

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213108**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CAMPCO DAY CAMPS

The Independent Contractor Agreement ICA 1213108 with Capistrano Unified School District and Campco Day Camps called for an original contract period of September 5, 2012, through September 4, 2013.

The contract with Capistrano Unified School District and CampCo Day Camps shall be extended an additional twelve (12) months, covering the period September 5, 2013, through September 4, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, for a not to exceed amount of \$103,742.94.

Except as set forth in this Extension Agreement, and Board approved on August 20, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

DISTRICT

Campco Day Camps

By: _____
Signature

Print Name

Title

Date: _____

EXHIBIT A



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

Las Palmas Elementary School After-school Program Agreement

Page 1 of 2, Updated on 5/30/2013; 5:30pm

CampCo Day Camps agrees to offer an "After-school Program" at Las Palmas Elementary School, 1011 Calle Puente, San Clemente, CA 92672, for the 2013/2014 School-year. Below are details of items that CampCo would provide and the items that the School will provide.

CampCo Will Provide:

- Leading and Supervision of After-school Program on school days during the 2013/2014 school year (per the District Calendar approved on 5/8/13, plus two additional "minimum days" on 11/22/13 & 4/4/14) at Las Palmas Elementary School in San Clemente, for grades Kindergarten through 5th.
- Program to begin on Monday, September 9, 2013 and end on Monday, June 23, 2014, on schooldays, Mondays, Wednesdays, Thursdays and Fridays from 2:20pm-6pm and on Tuesdays and minimum days from 1pm-6pm.
- Ratio of 1 Staff per 20 children, with a maximum of 4 staff and 80 registered children per day.
- A minimum of 2 staff working at all times that children are present.
- Staff will be scheduled 15-20 minutes prior to the end of the school day to prepare for the day's activities and 15 minutes after the end of the program for clean-up time.
- Overall supervision of program by on-site Director or Sr. Recreation Leader (included in the 1:20 ratio), overseeing program, staff and participants.
- Handling of children's behaviors and discipline, with notification of major issues being forwarded to school administrators.
- Program planning including daily activities, preparation and set up.
- Staff will lead library time, math and reading games, active and quiet games, computer lab, crafts, sports, homework support, snack time supervision and more. Special or themed activities may be scheduled around Red Ribbon Week, holidays or other appropriate times. Activities will incorporate self-esteem building, good sportsmanship, sense of pride, confidence, life skills, conflict resolution, positive attitude towards education and opportunities to express creativity. CampCo will adjust activities based on the interest, participation, weather & needs of the school.
- Balls, jump ropes, parachutes, sports equipment & new P.E. Equipment. Copies of worksheets, sign-in sheets and Incident Reports/Parent Notification Forms, First Aid Kit and replacement supplies, and other items related to a Recreation/Afterschool Program.
- Copies of Parent Info Letters, Registration Packet and Emergency Cards for the first 80 participants enrolled. (Las Palmas will make copies for any registrations after the initial 80 are enrolled).
- Participant Sign-in/out Sheets to be stored by CampCo for future ASES audits.
- Staff training, CPR, First Aid, Basic Water Rescue, Games, Crafts, Handling Behaviors & More
- Regular Visits to Programs by Day Camp Director or a CampCo Manager.
- CampCo hourly fees include workers' comp, employee and employer taxes, liability insurance, management mileage, new hires, initial staff training, annual trainings, background checks, fingerprinting, TB testing and uniforms.

Las Palmas Elementary School After-school Program Agreement

Page 2 of 2, Updated on 5/30/2013; 1:45pm

CampCo Will Provide, continued:

- Supervision of participants who are picked up after 6pm. CampCo will charge a \$1 per minute late fee beginning at 6:10pm, to be collected directly from the parents at pick-up.
- Once-monthly Invoices to Las Palmas Elementary School/CUSD for the services provided. Total Fees will be divided into 10 equal payments for the months of September through June. Payment is due to CampCo on or before the 15th of each month beginning on September 15, 2013 with the last payment due on or before June 15, 2014.

Las Palmas Elementary School Will Provide:

- Meetings with School & CampCo Management to discuss the program, policies, facilities, etc...
- Adequate and safe space for the program. Classroom/multi-purpose room for Homework Support. Crafts & inclement weather. Secure Storage. on-site. near the main program meeting area.
- Snack items for all participants.
- Emergency telephone numbers of school staff and/or administrators.
- Prompt payment to CampCo per the Payment Schedule below.

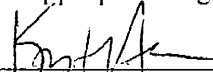
Cost Breakdown for the 2013/2014 School-year:

131 Days of School x 4 Staff x 4 hours per day	\$59,212.00
48 Days of School x 4 Staff x 5.25 hours per day	\$28,476.00
131 Hours for Prep/Planning Hours x 1 Staff	\$3700.75
179 Days x 1 CampCo Office Staff x 0.25	\$1264.19
160 Management Hours for CampCo supervisor visits, ASES meetings, ASES trainings, school meetings, site-specific Trainings, annual registration process and similar management duties	\$4520.00
Supplies & equipment, copies (sign-in sheets, lesson plans, worksheets...), books, games, balls, homework supplies (paper, pencils, flashcards, learning tools). New Physical Education equipment.	\$4350.00
37 Weeks x 80 Crafts x \$.75/pp	\$2220.00
Total Program Fees:	\$103,742.94

Monthly Fees Due to CampCo: \$10,374.29

Payment due dates:	MONTH	DUE ON OR BEFORE	MONTH	DUE ON OR BEFORE
	September:	September 15	February:	February 15
	October:	October 15	March:	March 15
	November:	November 15	April:	April 15
	December:	December 15	May:	May 15
	January:	January 15	June:	June 15

With the appropriate signatures below, both parties agree to the above.

✓ 

Las Palmas/CUSD Representative

6-4-13

Date

Sylvia N. Rosenthal, CampCo Owner

Date



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 8-21-12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

CAMPCO DAY CAMPS

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 "Contracting 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 \$99,970.25 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 9/05/12-9/04/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

☒ General Conditions ☐ Special Conditions ☒ Required Documents and Certification ☒ Purchase Order(s)

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

DISTRICT

By: Terry Fluent
 Name: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date: 8/20/12

CONTRACTOR

Signature: [Signature]
 Name: Sylvia N. Rosenthal
 Title: Owner
 Address: 26861 Trabuco Rd. Ste E-121
Mission Viejo CA 92691
 Email Address: Sylvia @ campcodaycamps.com
 FEIN/SSN: 485-94-6422

CampCo

Day Camps


26861 Trabuco Road, E, #121
Mission Viejo, CA 92691
(949) 643-9008 Fax (949) 666-9008
Sylvia@CampCoDayCamps.com

FEE SCHEDULE 2012/2013 SCHOOL-YEAR

Updated 7/23/2012, 11:30am

127 Days of School x 4 Staff x 4 hours per day	\$57,404.00
45 Days of School x 4 Staff x 5.25 hours per day	\$26,696.25
127 Hours for Prep/Planning Hours x 1 Staff	\$3587.75
176 Days x 1 CampCo Office Staff x 0.25	\$1243.00
160 Management Hours for CampCo supervisor visits, ASES meetings, ASES trainings, school meetings, site-specific Trainings, annual registration process and similar management duties	\$4520.00
Supplies & equipment, copies (sign-in sheets, lesson plans, worksheets...), books, games, balls, homework supplies (paper, pencils, flashcards, learning tools...)	\$2350.00
37 Weeks x 80 Crafts x \$.75/pp	\$2220.00
Total Program Fees:	\$98,021.00
Monthly Fees Due to CampCo:	\$9,802.10

Payment due dates:	MONTH	DUE ON OR BEFORE	MONTH	DUE ON OR BEFORE
	September:	September 15	February:	February 15
	October:	October 15	March:	March 15
	November:	November 15	April:	April 15
	December:	December 15	May:	May 15
	January:	January 15	June:	June 15


Sylvia N. Rosenthal, CampCo Owner

7/23/12
Date

CampCo

Day Camps

26861 Trabuco Road, E. #121

Mission Viejo, CA 92691

(949) 643-9008 Fax (949) 666-9008

Las Palmas Elementary School After-school Program Agreement

Page 1 of 2, Updated on 7/23/2012; 11:30am

CampCo Day Camps agrees to offer an "After-school Program" at Las Palmas Elementary School, 1011 Calle Puente, San Clemente, CA 92672, for the 2012/2013 School-year. Below are details of items that CampCo would provide and the items that the School will provide.

CampCo Will Provide:

- Leading and Supervision of After-school Program on school days during the 2012/2013 school year (per the District Calendar approved on 7/9/12, plus two additional "minimum days" on 11/16/12 & 4/5/13) at Las Palmas Elementary School in San Clemente, for grades Kindergarten through 5th.
- Program to begin on Monday, September 10, 2012 and end on Tuesday, June 11, 2013, on schooldays, Mondays, Wednesdays, Thursdays and Fridays from 2:20pm-6pm and on Tuesdays and minimum days from 1pm-6pm.
- Ratio of 1 Staff per 20 children, with a maximum of 4 staff and 80 registered children per day.
- A minimum of 2 staff working at all times that children are present.
- Staff will be scheduled 15-20 minutes prior to the end of the school day to prepare for the day's activities and 15 minutes after the end of the program for clean-up time.
- Overall supervision of program by on-site Director or Sr. Recreation Leader (included in the 1:20 ratio), overseeing program, staff and participants.
- Handling of children's behaviors and discipline, with notification of major issues being forwarded to school administrators.
- Program planning including daily activities, preparation and set up.
- Staff will lead library time, math and reading games, active and quiet games, computer lab, crafts, sports, homework support, snack time supervision and more. Special or themed activities may be scheduled around Red Ribbon Week, holidays or other appropriate times. Activities will incorporate self-esteem building, good sportsmanship, sense of pride, confidence, life skills, conflict resolution, positive attitude towards education and opportunities to express creativity. CampCo will adjust activities based on the interest, participation, weather & needs of the school.
- Balls, jump ropes, parachutes, and other sports equipment. Copies of worksheets, sign-in sheets and Incident Reports/Parent Notification Forms, First Aid Kit and replacement supplies, and other items related to a Recreation/Afterschool Program.
- Copies of Parent Info Letters, Registration Packet and Emergency Cards for the first 80 participants enrolled. (Las Palmas will make copies for any registrations after the initial 80 are enrolled).
- Participant Sign-in/out Sheets, forwarded to Las Palmas Office weekly.
- Staff training, CPR, First Aid, Basic Water Rescue, Games, Crafts, Handling Behaviors & More.
- Regular Visits to Programs by Day Camp Director or a CampCo Manager.
- CampCo hourly fees include workers' comp, employee and employer taxes, liability insurance, management mileage, new hires, initial staff training, annual trainings, background checks, fingerprinting, TB testing and uniforms.
- Supervision of participants who are picked up after 6pm. CampCo will charge a \$1 per minute late fee beginning at 6:10pm, to be collected directly from the parents at pick-up.
- Once-monthly Invoices to Las Palmas Elementary School/CUSD for the services provided. Total Fees will be divided into 10 equal payments for the months of September through June. Payment is due to CampCo by the 15th of each month for that month's fees.

Page 1 of 2

Las Palmas Elementary School After-school Program Agreement

Page 2 of 2, Updated on 7/23/2012: 11:30am

Las Palmas Elementary School Will Provide:

- Meetings with School & CampCo Management to discuss the program, policies, facilities, etc...
- Adequate and safe space for the program. Classroom/multi-purpose room for Homework Support, Crafts & inclement weather. Secure Storage, on-site, near the main program meeting area.
- Snack items for all participants.
- Emergency telephone numbers of school staff and/or administrators.
- Prompt payment to CampCo per the Payment Schedule below.

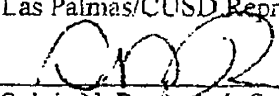
Cost Breakdown for the 2012/2013 School-year:

127 Days of School x 4 Staff x 4 hours per day	\$57,404.00
45 Days of School x 4 Staff x 5.25 hours per day	\$26,696.25
127 Hours for Prep/Planning Hours x 1 Staff	\$3587.75
176 Days x 1 CampCo Office Staff x 0.25	\$1243.00
160 Management Hours for CampCo supervisor visits, ASES meetings, ASES trainings, school meetings, site-specific Trainings, annual registration process and similar management duties	\$4520.00
Supplies & equipment, copies (sign-in sheets, lesson plans, worksheets...), books, games, balls, homework supplies (paper, pencils, flashcards, learning tools...)	\$2350.00
37 Weeks x 80 Crafts x \$.75/pp	\$2220.00
Total Program Fees:	\$98,021.00

Monthly Fees Due to CampCo: **\$9,802.10**

Payment due dates:	MONTH	DUE ON OR BEFORE	MONTH	DUE ON OR BEFORE
	September:	September 15	February:	February 15
	October:	October 15	March:	March 15
	November:	November 15	April:	April 15
	December:	December 15	May:	May 15
	January:	January 15	June:	June 15

With the appropriate signatures below, both parties agree to the above.

Las Palmas/CUSD Representative


Sylvia N. Rosenthal, CampCo Owner

Date
7/23/2012

Date

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213113**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

AON RISK SOLUTIONS

Independent Contractor Agreement No. ICA 1213113 called for an original contract period of September 11 2012, through September 10, 2013.

The agreement with Aon Risk Solutions shall be extended an additional 12 months, for the period September 11, 2013, through September 10, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$3,800.

Except as set forth in this Amendment, and Board approved on September 10, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Aon Risk Solutions

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

EXHIBIT A

**Capistrano Unified School District
Fee for June 30, 2013 Actuarial Study**

Project	2013 Fixed Fee
June 30, 2013 workers compensation actuarial study	\$3,800

Fees include all fees and expenses. An invoice is to be submitted with the draft report and is due in 30 days.



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of 9-11-12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

AON RISK SOLUTIONS

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 \$3800.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 9/11/12-9/10/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

☒ General Conditions ☐ Special Conditions ☒ Required Documents and Certification ☒ Purchase Order(s)

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

DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 9/10/12

CONTRACTOR

Signature: Steven P. Kahn

Name: Steven P. Kahn

Title: Managing Director

Address: 100 Bayview Cr, #100

Newport Beach, CA 92660

Email Address: Steven.Kahn@aon.com

FEIN/SSN: 95-3252415

Capistrano Unified School District

V. Fee

We propose the fee shown in Table V-1.

Table V-1
Annual Fixed Fee

Project (1)	Annual Fixed Fee (2)
Workers Compensation Actuarial Study	\$3,800

The proposed fixed fees include telephone, postage and photocopying expenses. An invoice for the actuarial study will be submitted when the draft report is completed and is due upon presentation.

The fees do not include the optional services. These will be developed after further discussion with the District.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1314-15

**AUTHORIZING THIRD-PARTY ADMINISTRATOR TO CHANGE BANK ACCOUNTS
FOR TRUST ACCOUNT FOR PAYMENTS RELATING TO PROPERTY
AND LIABILITY CLAIMS**

WHEREAS, Education Code 42800 provides authority to the Governing Board to create a separate trust account to provide payments relating to property and liability claims, and

WHEREAS, the District has created a trust account to provide payment for claims relating to the property and liability program within the Capistrano Unified School District self-insured retention, and

WHEREAS, the District uses a third party to administer claims relating to the property and liability program, and

WHEREAS, the Alliance of Schools for Cooperative Insurance Programs (ASCIP) is the District's property and liability program provider and CorVel Enterprise Comp, Incorporated (CorVel) is their third-party claims administrator, and

WHEREAS, CorVel, ASCIP's Claims Administrator, desires to change the bank it uses for the trust account for the District from Bank of America to Wells Fargo, and

WHEREAS, CorVel will make payments for losses relating to property and liability claims on behalf of the District, balance statements, and provide District with copies of monthly check register,

NOW THEREFORE BE IT RESOLVED the Board of Trustees of Capistrano Unified School District hereby authorizes staff to authorize CorVel to change banks for the District's Property and Liability Trust Account.

AYES: ()

NOES ()

ABSENT ()

ABSTAIN ()

I, Joseph M. Farley, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 28th day of August 2013, by a roll call vote.

Anna Bryson
Clerk

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

DESIGNATION OF AGENT
(Management Company Accounts)

Client Information

- A. Client's Legal Name: Capistrano Unifed (the "Client"), doing business as: Capistrano Unified School District
- B. Client's Business Address: 33122 Valle Road, San Juan Capistrano, CA 92675
- C. Business Entity Type: ☐ Corporation ☐ General Partnership ☐ Limited Partnership ☐ Joint Venture
(check box) ☐ Limited Liability Company ☐ Limited Liability Partnership
☐ Professional Limited Liability Partnership ☐ Non-Profit Association
☐ Business Trust ☐ Unincorporated Association ☐ Professional Association
☒ Other School District
- D. Client organized under the laws of (check one): ☐ _____
☒ Not Applicable
- E. Client's Taxpayer Identification Number: 95-2321055
- F. Client's Annual Gross Revenue: \$360,000,000
- G. NAIC Industry Code: N/A

I, the undersigned, as _____ of the Client, certify to Wells Fargo Bank, National Association ("Bank"), that all of the information provided above is true and correct and that the governing body of the Client has, by resolution, agreement or other appropriate means, appointed CorVel Enterprise Comp (the "Agent") as its agent; and that the Agent is authorized to make the agreements herein contained:

The Client authorizes the Agent to open or cause to be opened one or more accounts with the Bank in the name of the Client or in the name of the Agent as agent for the Client, on such terms, conditions and agreements as the Bank may now or hereafter require (the "Account(s)") and to make any other agreements deemed advisable in regard to the foregoing.

The Client certifies that the Agent is authorized to supply any necessary endorsement of the Client and that checks, drafts or other orders for the payment, transfer or withdrawal of the funds or other property of the Client on deposit in the Account(s) are binding on the Client when signed by the Agent or deposited to the Account(s) and the Bank is hereby authorized to pay and charge to the Account(s) any such checks, drafts or other orders so signed or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same. In particular and not in limitation of the foregoing, the Agent may authorize payment, transfer or withdrawal by mail, telephonic or electronic directions to the Bank complying with such rules and regulations relating to such authorization as the Bank may communicate to the Agent from time to time.

The Client agrees that the Bank, in dealing with the Agent need not request but shall be entitled to accept and rely on any representations by the Agent that the purpose of exercising the authority hereby granted is within the scope of the purposes of the agency, and the Bank shall not be obligated to make any inquiries in order to verify or confirm any such representation or to assure that any funds or other properties of the Client are in fact applied or used for any purposes so represented or for any other proper purpose; and the Bank shall in no event be responsible or held liable for any misapplication or misuse of any funds or other property of the Client acquired, encumbered or disposed of pursuant to any authority herein granted.

The Client ratifies, approves and confirms any and all transactions with the Bank done by the Agent or otherwise done on behalf of the Client, prior to the execution of this Certificate.

The terms and provisions of this Certificate, and the authority herein granted, shall be and shall continue to be binding upon the Client and its successors and assigns until the Bank shall have received written notice to the contrary signed by a duly authorized officer of the Client.

The Client acknowledges that the rights and authority herein granted are in addition to and not in limitation of the rights, authority or powers otherwise available to any trustee or any other person by law or agreement.

The Client understands that to help the government fight the funding of terrorism and money laundering activities, U.S. federal law requires financial institutions such as Bank to obtain, verify, and record information that identifies each person (individual or business) who opens an account at such institution. The Client further understands that this means that when an account is opened for the Client, or any additional service is obtained for the Client, Bank will request the Client's name, address, taxpayer identification number and other information that will allow Bank to identify the Client, and Bank may also seek additional identifying documents.

If the Client is controlled by or affiliated with any "Senior Foreign Political Figure", or controlled by or affiliated with any immediate family member or close personal/professional associate of a Senior Foreign Political Figure, then such Senior Foreign Political figure, family member, or associate is hereby identified on the following line: _____. If the line at the end of the preceding sentence is left blank, the Client hereby certifies that the Client is not a business controlled by or affiliated with either a Senior Foreign Political Figure or an immediate family member or close personal/professional associate of a Senior Foreign Political Figure.

Date: _____

Certified/Agreed to by:

Name: _____

Name: _____

Title: _____

Title: _____

Memorandum of Understanding Between
The Orange County Superintendent of Schools
And
"Capistrano School District"
2013-2014

The Orange County Superintendent of Schools, which operates the Division of Special Education Services within the Orange County Department of Education, hereinafter referred to as "OCDE" and the "Capistrano School District," herein referred to as "District," and collectively referred to herein as the "Parties," mutually agree as follows (Agreement):

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, OCDE may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2013, and ending June 30, 2014.

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA). It is further acknowledged that the SELPA base year calculations for special education funding under Assembly Bill 602 (AB 602) include a dollar amount that is transferred back to the SELPA of residence for pupils served in special education programs prior to implementation of AB 602. The Parties acknowledge that both the distribution of these special education funds and the District's fiscal responsibility for students served outside the SELPA of residence are determined by the Local Plan of the SELPA of residence.

4. Scope of Program and Referral Process to OCDE

OCDE shall conduct special education programs and services for those eligible pupils of the District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the District and OCDE that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by OCDE. Prior to offering placement in any OCDE Special Schools Program, the District shall contact the appropriate OCDE Special Schools Principal to discuss a possible referral and the appropriateness of the OCDE Special Schools Program placement. If the referral seems appropriate, the District shall obtain from the parent authorization to release information to OCDE and submit an OCDE referral packet to the appropriate OCDE Special Schools Principal

as well as schedule a visitation with the parent. OCDE referral packets are available on-line at <http://www.ocde.us/sped/Pages/referral.process.aspx>

Upon review of the referral packet and site visit by parent, the OCDE Special Schools Principal and District representative will coordinate an IEP team meeting for purposes of discussing possible placement in an OCDE Special Schools Program. OCDE shall maintain and provide special education programs for District pupils during the 2013-2014 school year within the administrative parameters established by the Special Education Fiscal Advisory Committee. Class size ranges and student-adult ratios shall be maintained in a manner which allows OCDE to meet the programmatic, health and safety needs of the pupils.

5. Responsibility of School District of Residence

The District and OCDE acknowledge that the District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil participating in an OCDE Special Schools Program moves out of the District, the District shall immediately provide OCDE written notice of the pupil's change in residence, including the new school district of residence, if known. Similarly, OCDE shall immediately notify District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The District shall be notified of annual reviews scheduled for its pupils participating in an OCDE Special Schools Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, recommendation for

home instruction, or a change in eligibility or services specified on the current IEP, a District representative who is authorized to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For pupils enrolled in an OCDE Special Schools Program who are participating in a general education program on the school site in the school district where the Special Schools Program is located ("Host District") OCDE will work with the Host District to provide a general education teacher at IEP team meetings. In the event the Host District is unable to provide a general education teacher for the IEP team meeting, the District agrees to provide a general education teacher unless otherwise waived in writing by the pupil's parent in accordance with the Individuals with Disabilities Education Act (IDEA) and State law. For all other pupils enrolled in an OCDE Special Schools Program, the District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by OCDE to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the District upon request. When requested by District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in OCDE is terminated.

7. Integration/Mainstreaming Opportunities

The Host District where OCDE Special Schools Programs operate often provide opportunities for pupils enrolled in an OCDE Special Schools Program to integrate with non-disabled typical peers during the school day. These opportunities are typically in non-core curriculum areas such as physical education, art, music, assemblies, recess and lunch. Some pupils enrolled in an OCDE Special Schools Program will participate in core curriculum activities for a portion of the school day in a program operated by the Host District, however, such pupils are supervised by OCDE staff at all times during such activities. In the event a pupil enrolled in an OCDE Special Schools Program is participating in core curriculum activities in a program operated by the Host District for more than 50% of the school day, the Host District will be reimbursed for any costs incurred resulting from such pupil's participation, upon OCDE's receipt of appropriate documentation of such costs.

8. Assessments/Independent Educational Evaluations

OCDE and District shall coordinate and collaborate in conducting assessments for pupils participating in an OCDE Special Schools Program. In the event OCDE staff is not available to conduct a requested assessment, OCDE shall notify the District and/or District's SELPA to assist in conducting such assessment(s).

In the event a request is made for an independent educational evaluation (IEE), OCDE shall immediately forward such request to the District and the District, in collaboration with OCDE, shall determine how to respond to the request for an IEE. If the District receives a request for assessment or IEE for a student referred to or enrolled in an OCDE Special Schools Program, the District shall immediately notify OCDE of the request and collaborate with OCDE as to how to

respond. OCDE and/or the District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

9. Pupil Count

A count shall be taken of the number of pupils enrolled in OCDE's Special Schools Program as of the first day of each calendar month, July 1, 2013 through June 1, 2014. A pupil shall be counted as "enrolled" in an OCDE Special Schools Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in an OCDE Special Schools Program, whichever occurs sooner. Pupils continuing in an OCDE Special Schools Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or district of residence. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, OCDE shall notify the district of residence and a determination shall be made regarding continuing enrollment. In the event either OCDE or District are informed that a pupil has been withdrawn by the parent from an OCDE Special Schools Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from an OCDE Special Schools Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.

10. Definitions

a. "Special Education Fiscal Advisory Committee" shall be a committee comprised of the Orange County Special Education Local Plan Area Directors, Chief Business Officials

representing each SELPA and OCDE representatives including the Chief of Special Education Services Division, Director of Special Schools and Programs, Business Administrator, and the Assistant Superintendent of Business Services, or designee.

b. "Regional Special Education Programs" are the special education classes and support services operated by OCDE for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

c. "Regional Deaf/Hard of Hearing (D/HH) Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through total communication, utilizing sign language, note-takers, oral speech and residual hearing.

d. "Regional Oral Deaf Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through oral and written communication using oral speech, speech reading, residual hearing, auditory devices and cochlear implants.

e. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by OCDE Special School Programs under this Agreement. For the purposes of this Agreement:

f. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of Special Schools Programs.

g. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

h. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

11. Funding

In consideration of the enrollment of pupils in special education programs conducted by OCDE, the SELPA and/or the school district transferring pupils to the regional programs operated by OCDE agree to pay the average cost per pupil based on expenditure categories and ratios reviewed by the Special Education Fiscal Advisory Committee and shall provide for program funding as follows:

a. The District shall be responsible for the Average Cost per Pupil in an OCDE Special Schools Program, including the Regional Deaf/Hard of Hearing Program, multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds. The District shall be responsible for the Average Cost Per Pupil in the Regional Oral Deaf Program multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds.

b. Special Circumstance Assistant (SCA). The District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the District.

c. The following documents shall be used as a basis for all figures reported:

- (1) Various Program Cost Reports
- (2) State Form 01
- (3) In-House Accounting Reports

d. OCDE Special Schools Program income and expenditures shall be listed in accordance with The California School Accounting Manual Standardized Account Code Structure for Special Education as of April 19, 1999, with a summary page as shown in Appendix A, incorporated herein.

e. Indirect cost for Special Education Programs operated by OCDE shall be at the State approved rate not to exceed 7.5% of total Program expenditures.

f. OCDE shall bill the District on a monthly basis and forward invoices to the District's accounting department.

12. Related Services/Designated Instructional Services (DIS)

OCDE provides the following related services as part of its Special Schools Programs: Speech-Language Pathology Services, Adapted Physical Education, Physical Therapy, Occupational Therapy, Health and Nursing, Specialized Physical Health Care, Vocational Counseling, Adult Transition, Assistive Technology, Vision Training, Orientation and Mobility, Behavior Management/Intervention and Psychological Counseling. In addition to the above, as part of its Regional D/HH Program and Regional Oral Deaf Program, OCDE provides Audiological services and Sign Language Interpreters. Any other related services necessary for the pupil to benefit from the special education program shall be provided by the District or as

otherwise agreed to by OCDE and the District, including translator services at IEP team meetings and/or translation of documents. In addition, OCDE shall separately bill the District for the services provided by an SCA as required by the pupil's IEP.

13. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A District representative who is authorized by the District's Director of Special Education to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the District or as otherwise agreed to by OCDE and the District. In the event the pupil is hospitalized in a facility located outside of the District, it is the District's responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from OCDE in order for the District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event OCDE and the District agree that OCDE will provide

in-home or hospital instruction to the pupil, OCDE shall separately bill the District for such services.

14. Transportation

a. Transportation by the Orange County Department of Education

The District shall provide transportation for its pupils participating in an OCDE Special Schools Program unless otherwise agreed between the District and OCDE. In the event OCDE agrees to transport a pupil, the District shall be responsible for the difference between the Direct and Direct Support Cost of home-to-school transportation as shown on the annual State Transportation Report plus one percent (1%) indirect support costs and the State transportation allocation received by the OCDE on a per pupil basis pursuant to Appendix B, incorporated herein. The District shall pay for the full cost of one-on-one transportation assistants as specified in the pupil's IEP. In the event OCDE is transporting five or more District pupils from one Special Schools Program site, the District shall provide OCDE written notice on or before December 1 of each year of any proposed changes in the number of students requiring OCDE transportation for the following school year. Absent appropriate notice from the District of any proposed change in transportation for the following school year, the District may be solely responsible for funding the costs related to such change in transportation. Similarly, OCDE shall provide the District written notice on or before December 1 of each year of any proposed changes in OCDE's transportation services, not including cost projections, for the following school year.

b. Transportation by District

Districts transporting pupils to an OCDE Special Schools Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the District for additional costs incurred by OCDE related to such delays.

15. Due Process and Complaints

OCDE and District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in an OCDE Special Schools Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event OCDE is named as the sole LEA in a due process complaint, OCDE and District agree that District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

OCDE and District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

16. Estimated Billing

The estimated billing for 2013-2014 will be based on actual information for 2012-2013 plus COLA as set forth in the most current State Budget plus any budgeting projections for step and column, and salary and benefit increases.

17. Final Accounting

An accounting accompanied by completed Appendices A and B with appropriate supporting documentation shall be sent to each District by September 15 of the following year. In addition, OCDE shall provide a quarterly expenditure report to the District's Director of Special Education. Corrections to prior year OCDE Special Schools Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the District affected by the correction or adjustments.

18. Projected Enrollment/Facilities and Staffing Needs

In order to assist OCDE in planning for both facilities and staffing needs for its programs, each District shall submit to OCDE, in writing, on or before December 1 of each year, the projected number of pupils expected to be transferred to OCDE programs for special education and support services in the following school year. Absent a projection, the number of District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by OCDE for the following school year. In the event the District intends to withdraw five (5) or more pupils from a specific OCDE Special Schools Program site or enroll five (5) or more pupils in a specific OCDE Special Schools Program site for the following school year, the District shall notify OCDE in writing of such intention on or before

December 1 of each year. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration. Absent appropriate notice from the District of any proposed change in enrollment in an OCDE Special Schools Program site for the following school year, the District may be solely responsible for funding the costs related to such change in enrollment.

If the District is a Host District for any OCDE Special Schools Program, the District shall submit to OCDE, in writing, on or before December 1 of each year, notice of any proposed facilities projects, including but not limited to modernization or new construction projects at the school site where the OCDE Special Schools Program is located, as well as any potential impact such projects may have on the operation of an OCDE Special Schools Program, including opportunities for integration with typical peers at the Host District school site. In the event any such project would require relocation of an OCDE Special Schools Program, the District shall provide OCDE with at least one (1) year prior written notice to allow OCDE sufficient time to plan accordingly. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration.

In the event OCDE intends to close a Special Schools Program in which District pupils are enrolled, OCDE shall notify the District in writing of such intention on or before December 1 of each year.

19. Program Cost for 2013-2014

On or before fifteen (15) days after the release of the May revise each year, the Orange County Superintendent of Schools shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average

Cost per Pupil for pupils enrolled in Special Schools Programs based on the Projected Enrollment data, and provide it to District Student Services and Business Directors.

20. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the United States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

OCDE:

Orange County Department of Education
Special Education Division
200 Kalmus Drive
Costa Mesa, CA 92626
Attn: **Dennis Roberson**
Chief, Special Education Services
Fax: (714) 545-6312
Phone: (714) 966-4133

District:

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Sara Jocham, Ed.D., Asst. Superintendent,
Special Education Services
Fax: (949) 240-9047
Phone: (949) 234-9275

21. No Waiver

The failure of OCDE in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

22. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the District, OCDE agrees to hold harmless, indemnify and defend the District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with OCDE's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of OCDE, the District agrees to hold harmless, indemnify and defend OCDE and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the District's performance of services during the term of this Agreement.

23. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

24. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

25. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

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

APPROVED BY:

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
OCDE - [NAME]

CAPISTRANO UNIFIED SCHOOL DISTRICT
DISTRICT - [NAME]

BY: _____
(Authorized Agent)

BY: _____
(Authorized Agent)

DATE: _____

DATE: August 29, 2013

DATE APPROVED BY COUNTY
SUPERINTENDENT OR DISTRICT BOARD:

cc: SELPA

APPROVED AS TO FORM:

DATE: 5/17/13

LYSA M. SALTZMAN, COUNSEL
ORANGE COUNTY DEPARTMENT OF EDUCATION

BY Lysa M. Saltzman ATTORNEY

**Orange County Department of Education
Special Schools Program**

APPENDIX A

2013-14 Preliminary 1 Budget	Object	2011-12	2012-13	2012-13	2013-14
2012-13 average enrollment of 493					
2013-14 average enrollment of 463					
	Code	Unaudited Actuals	Estimated Actuals Budget	Actual as of 5/28/13	Preliminary 1 Budget
Restricted Fund Balance Low Incidence	9791	456,057	494,538	494,538	450,496
Reserve for Economic Uncertainty	9791	893,194	882,512	882,512	886,322
Adjustment to ending balance					
Refund to districts					
Categorical Flexibility					
Categorical Sweep					
Total Beginning Balance	9791	1,349,251	1,377,050	1,377,050	1,336,818
Revenue					
Revenue Limit	8091&8099	2,926,576	2,834,886	0	2,979,250
AB602 Allocation	8097	1,761,492	1,732,131	0	1,777,867
AB602 Allocation		4,688,068	4,567,017	0	4,757,117
Prior Year Apportionment	8319	7,188	0	0	0
Other State Revenue	8590	0	0	0	0
Other State Revenue		7,188	0	0	0
Interagency Fees Bill Back to Districts	8677	20,543,473	21,665,689	20,003,098	20,201,859
Interagency Fees Special Circumstance Aid	8677	3,672,677	4,270,915	3,131,971	4,200,000
Other revenue	8631	6,000	0	0	0
Other Local Revenue/EE contract	8699	1,125	80,625	0	80,625
Other Local Revenue		24,223,275	26,017,229	23,135,069	24,482,484
Transfer in from Other Fund	8919				
Contribution from Unrestricted	8980				
Contribution for Indirect	8981	504,222	433,938	0	437,370
Contribution from Restricted	8990	157,992	23,316	23,316	0
Contribution to Restricted Routine Maint.	8991	-210,390	-208,260	0	-208,260
Contribution to Food Services	8992	-107,911	-136,829	0	-122,287
Contribution to Special Ed	8993	0	0	0	0
Total Contributions		343,912	112,165	23,316	106,823
Total Revenue		30,794,123	32,073,462	24,535,435	30,683,243

**Orange County Department of Education
Special Schools Program**

APPENDIX A

2013-14 Preliminary 1 Budget	Object	2011-12	2012-13	2012-13	2013-14
2012-13 average enrollment of 493					
2013-14 average enrollment of 463	Code	Unaudited Actuals	Estimated Actuals Budget	Actual as of 5/28/13	Preliminary 1 Budget
Expenditures					
Teachers Salaries	1100	6,682,175	6,515,945	5,335,441	6,012,795
Pupil Support Salaries	1200	1,271,682	1,334,729	1,077,869	1,354,300
Supervisor/Administrators	1300	971,379	910,323	763,116	955,859
Other Certificated	1900	1,016,617	1,046,890	874,832	1,074,143
Total Certificated		9,941,853	9,807,887	8,051,258	9,397,097
Instructional Assistants	2100	6,617,258	6,786,227	5,575,481	6,767,326
Classified Support Salaries	2200	543,820	548,592	438,800	598,523
Supervisors/Managers	2300	465,028	442,325	358,141	520,911
Clerical/Technical	2400	779,317	708,100	618,772	736,924
Short term Sub	2900	0	0	0	0
Total Classified		8,405,422	8,485,244	6,991,194	8,623,684
STRS/PERS	3100-3200	1,709,404	1,665,157	1,442,622	1,646,693
Medicare and PARS	3300	235,996	247,687	198,418	235,611
Health and Welfare	3400	4,300,792	4,444,476	3,707,381	4,818,399
Unemployment	3500	289,513	204,428	164,383	8,753
Worker's Comp	3600	260,588	302,929	246,809	285,404
PERS Reduction	3800	187,190	136,977	120,170	149,076
Life Insurance/Other	3900	30,753	45,026	37,436	43,671
Total Benefits		7,014,236	7,046,680	5,917,220	7,187,607
Federal ARRA/Jobs Expenditures	site 625	182,429	-	-	-
Textbooks	4100	0	0	0	516
Other Books	4200	564	1,400	820	900
Materials and Supplies	4300	199,566	250,783	160,160	505,377
NonCapitalized Equipment	4400	71,723	51,889	37,393	96,253
Total Books and Supplies		271,852	304,072	198,373	603,046
Travel and Conference	5200	104,089	112,360	91,316	122,750
Dues and Membership	5300	1,149	1,295	1,065	1,630
Utilities	5500	147,031	179,519	129,386	180,100
Rents/Leases	5640	430,529	521,575	42,928	457,682
Repairs/Maintenance	5600	30,008	46,753	23,075	108,035
Transfer of Direct Costs	5700	16,766	19,796	5,335	19,732
Professional/Consulting Services	5800	129,627	162,825	62,843	146,358
Communications	5900	76,294	76,415	57,687	77,278
Total		935,490	1,120,538	413,635	1,113,565
Improvement on Sites	6100	0	300,000	-170,072	0
Buildings	6200	170,072	0	0	0
Capitalized Equipment	6400/6500	5,237	44,100	6,581	8,000
Total		175,309	344,100	-163,490	8,000
Support Costs	7340	1,986,260	2,001,624	0	2,010,112
Support Contributions	7341	504,222	433,938	0	437,370
IFT out-other authorized IFT	7619	0	0	0	0
Total Support		2,490,482	2,435,562	0	2,447,482
Total Expenditures		29,417,073	29,544,083	21,408,189	29,380,481
Restricted Fund Balance Low Incidence	9780/9740	494,538	450,496		421,347
Reserve for Economic Uncertainty	9780/9740	882,512	2,078,882		881,414
Ending Fund Balance		1,377,050	2,529,378	3,127,245	1,302,761
Total bill back		20,543,473	21,665,689		20,201,859
Average enrollment		506.67	493.00		463.00
Estimated Bill Back per pupil		40,546.06	43,947		43,633
Proposed Refund to District		-	2,419		-
Actual billing		40,546	41,528		43,633

ORANGE COUNTY DEPARTMENT OF EDUCATION
SPECIAL EDUCATION TRANSPORTATION

2013-14 Pupil Transportation Budget (B1)

	2013-14 (B1)
1. Average number of pupils transported	273
2. Maximum number of billable days	202
3. Classified Salaries	88,047
4. Employee Benefits	28,632
5. Supplies	50
6. Travel/Conferences/Dues/Memberships	1,384
7. Other Expenses	-
8. Contracts with Private Contractors (5100)	3,360,300
9. Payments to Private Carriers (5830)	25,000
10. Other Services/Operating Expenses	100
11. Equipment/Replacement	-
12. Therapy Transportation	
Subtotal Direct Costs	3,360,300
13. Direct Support costs	143,213
14. Total Direct/Direct Support Costs	4.26%
15. Indirect Support Costs @ 1%	1,432
16. Total Transportation Cost Allocation	3,504,945
17. State Transportation Entitlement	1,626,235
Projected Reduction	(190,274)
18. Beginning Fund Balance	-
Total Revenue	1,435,961
19. Excess Transportation Cost	2,068,984
19a. *Per Pupil Excess Cost Line19/Line1	7,583
19b. *Per Day/Pupil Excess Cost Line19a/Line2	37.54



Memorandum of Understanding

Between

**Capistrano–Laguna Beach Regional Occupation Program
and Capistrano Unified School District**

1. Scope of MOU

This Technical Support Memorandum of Understanding (MOU) documents Capistrano Unified School District (CUSD) Technology and Information Services Department (TIS) commitment to providing IT desktop and customer support to Capistrano-Laguna Beach Regional Occupational Program ("ROP" or "Client").

2. Agreement Overview

This MOU between CUSD and Capistrano-Laguna Beach ROP for the provisioning of technical services from CUSD TIS is required to support and sustain the ROP's computer equipment and services. This agreement describes the technical services to be provided by CUSD TIS and commitments required to successfully meet ROP's technology-related needs within mutually agreed upon time and resources. CUSD TIS will strive to partner with ROP to achieve the highest level of affordable technology-enabled service delivery to the organization. The services to be provided by CUSD TIS to ROP are described in Section 9 below.

3. Terms

The term of the MOU shall be from the date of signature through the life of the program renewal term, unless either party gives notice of its intent to terminate or to seek modification of the MOU. Both parties agree to meet and discuss the terms of this and future agreements in good faith and in a timely fashion so that an MOU is in force throughout the term of the program and has been reviewed and updated annually. This agreement will remain the operative agreement until parties take action to renew, amend or terminate the agreement.

4. CUSD TIS Department MOU Conditions

The term of this MOU is for a minimum of one year. This MOU will automatically renew each July 1 unless and until either party terminates based upon the termination clause in this document. The MOU limits service to those tasks described in Section 9 for which between CUSD TIS department has qualified personnel to provide a necessary level of expertise for providing desktop support and customer service.

Aspects of support provided in each of following areas are provided as a complete package. This condition exists to ensure that use of services under the CUSD domain are supported in the most consistent, efficient and effective method as possible.

5. General Service Information & Hours of Operation

Availability: ROP can report any service problem to the CUSD TIS Help Desk by submitting a web RADAR ticket and/or by calling (949) 234-5500. ROP can request the status of a ticket at any time by contacting RADAR.

EXHIBIT 20

The TIS RADAR Help Desk is staffed from 7am to 4:00pm, Monday through Friday to assist with any service problems that may occur to ROP during traditional business hours. Issues that occur after hours, weekend, and during holiday can be reported to the Help Desk via a web RADAR ticket; these issues will be addressed during normal working hours.

Scheduled Maintenance: Planned downtimes of the CUSD network will occur on a scheduled basis. Prior notice will be provided whenever possible. TIS will endeavor to provide 48 hours' notice for any planned outages for those services and / or ROP being affected.

Emergency Maintenance: When emergency maintenance is required, TIS will provide the greatest amount of reasonable lead-time and arrange, with client management or IT contact, a solution that minimizes the impact on ROP.

6. Service Availability Commitment

TIS services are typically available 5 days a week, taking into consideration scheduled and emergency maintenance times. Systems are monitored and managed from our RADAR Help Desk to ensure an annual committed level of availability during business hours. TIS designed and built its infrastructure with redundancy to maximize reliability and network availability.

Service availability commitment summary

Exceptions

Availability

CUSD TIS Department business hours:
Monday - Friday,

7:00 a.m. – 4:30 p.m.,
Pacific Standard Time (PST)

Client will provide, in advance, a calendar of critical events so to avoid scheduled downtime during critical activities.

Emergency service coverage; clients may contact the Help Desk.
TIS RADAR: 949-235-5500

Maintenance Window

Automated Monitoring & Security Patching

Microsoft & Virus-ware security patching will be done on an as needed basis.

Passwords

Passwords must be reset annually

Notification of password reset will be sent out by TIS at least 2 weeks prior to deadline. At the deadline the account will be disabled if not reset by the designated ROP user.

Employee Acceptable Use Policy (AUP)

All ROP staff on CUSD devices and/or the CUSD network will need to agree to and sign the Employee AUP. Signed records should be kept on site. AUP can be found at: <http://tis-capousd-ca.schoolloop.com/guide>
Per the AUP, users will not be made admins of the CUSD donated computers.

7. Escalation/notification procedure:

If a response has not been received from TIS technical support within five working days, or if a satisfactory resolution is not provided within a reasonable timeframe, Client should contact RADAR to inquire about the problem and to report that no contact has been made.

In the event that satisfactory service is not received from TIS staff, please escalate the problem as follows:

- Contact the TIS Manager, Bobbi Sue Yslas, at 234-5520 or email byslas@capousd.org

8. Client Responsibilities and Requirements:

Client responsibilities and/or requirements in support of this MOU include:

- Adherence to any policies, processes, and procedures outlined in the MOU.
- Completing necessary security updates and password resets when prompted.
- Any computer relocation requests must be submitted through web RADAR.
- Advanced scheduling of service related requests and other special services with TIS.
- Commitment to report service gaps with a constructive approach to solving the problem.
- Payment for all service-related setup and / or configuration costs according to agreed upon schedule.

9. TIS Services and Requirements

TIS's responsibilities and/or requirements in support of this agreement include:

Meeting response times associated with service related incidents in a manner that reflects TIS's commitment to provide customer-focused services to their clients.

- Generating periodic reports on service levels for clients, upon request.
- Adequately resourcing support and system services provided through this agreement.
- Training required staff on appropriate service support tools.
- Appropriate notification to the client for all scheduled maintenance.
- Facilitation of all service support activities.
- Demonstrating accountability by resolving service incident issues in a timely manner; ideally within 1 day.

10. Service Assumptions

Assumptions related to in-scope services and / or components include:

- Services are provided to CUSD clients/affiliates only.
- Communications involving changes to production services will be communicated with clients using **TIS Bulletins**.
- Upon client request, meetings will be scheduled between TIS and ROP to provide an opportunity for planning and to raise issues with services provided. ROP may request meetings at any time.
- Computers will be purchased by ROP, meeting CUSD TIS technical standards, and will be donated to CUSD via the District donation policy. Computers residing on the CUSD network will

be recorded in the CUSD Asset Inventory database. Any changes to systems or users should be notified to TIS via web RADAR ticket. On ROP donated computers, TIS will support the software drivers necessary to support the ROP provided local printers. Support for the physical printer will fall under ROP domain.

11. Issuance of Future MOUs/Payment Expectations

TIS will charge ROP for services based on a cost-recovery methodology. TIS will provide technical support to the program on request. These support services may be provided at an hourly rate and will be billed to the ROP monthly or quarterly based on the actual number of staff hours accrued during the previous month or quarter. The hourly rate charged to the program shall represent the District's payroll and benefit cost for the employee(s) providing the service to the ROP.

Cancellation of services must be submitted and acknowledged in writing at least thirty days in advance of the requested effective date. In the event of not renewing the support services agreement, TIS will return the equipment to ROP. At that time, the computers will be reconfigured back to manufacture settings, the CUSD tags removed and the devices removed from the network per District Administrative Regulation 3.30.

Contents of the document may be amended as required, and all subsequent revisions are incorporated, providing mutual agreements / approvals from CUSD and client are attained.

CAPISTRANO UNIFIED SCHOOL DISTRICT

CAPISTRANO-LAGUNA BEACH ROP

Clark Hampton
Deputy Superintendent
Business & Support Services

Patricia Carroll
Director, Business Services

Date

Date

AGREEMENT FOR PARTICIPATION
INSIDE THE OUTDOORS
FIELD PROGRAM
PUBLIC SCHOOLS 2013 - 2014

This AGREEMENT is hereby entered into this 1st day of September, 2012, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Capistrano Unified School District, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

TERMS, CONDITIONS, AND RESPONSIBILITIES

1.0 SUPERINTENDENT shall provide a one hour to two day Inside the Outdoors - Field Program, hereinafter referred to as PROGRAM, more specifically described in Exhibit "A", which is attached hereto and incorporated by reference herein.

2.0 This AGREEMENT shall be in full force and effect for the period commencing September 1, 2013 and ending August 31, 2014. **This AGREEMENT must be fully executed by the Parties and be on file with the SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.**

3.0 In compliance with Education Code Section 35330 DISTRICT hereby declares that no student has been denied the opportunity to participate in the PROGRAM because of the inability to pay the required fee. DISTRICT has made every effort to acquire the financial support from fund-raising efforts, parents, and the community to assist those pupils who are unable to pay the required fee.

1 4.0 SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S
2 school(s) pursuant to Exhibit "A". Transportation and food are not
3 included and shall be the sole responsibility of DISTRICT.

4 5.0 DISTRICT shall provide one (1) certificated employee and one (1)
5 adult aide or parent to participate in the PROGRAM with each group of
6 25-30 students.

7 5.1 A certificated employee shall ride with and supervise
8 students on the bus.

9 5.2 All participating certificated employees and adult
10 aides, in cooperation with the PROGRAM staff, shall
11 be expected to take an active role in the supervision
12 of students. All guests must be eighteen (18) years
13 of age or older.

14 6.0 Should a DISTRICT group exceed two (2) classrooms on a given day
15 (approximately sixty (60) students), the additional classroom(s) may
16 be scheduled to participate on another day.

17 7.0 It is recommended that at least one (1) adult accompanying each
18 DISTRICT group hold a valid California driver's license and maintain
19 appropriate insurance coverage to drive a vehicle and have the
20 DISTRICT'S authority to transport sick or injured students requiring
21 medical attention (a district vehicle may be provided).

22 8.0 DISTRICT shall be responsible for the supervision and care of
23 its students from the time of departure from home or school to the
24 time of arrival back at the home or school. DISTRICT shall also be
25 responsible for the actions of its students and employees while
participating in the PROGRAM.

1 9.0 Hold Harmless/Insurance coverage shall be as follows:

2 A. DISTRICT shall hold harmless, defend, and indemnify the
3 Orange County Superintendent of Schools, the Orange County
4 Board of Education, and their officers, agents, and
5 employees from any and all claims for damages resulting
6 from the acts or omissions of DISTRICT, its officers,
7 agents, employees, and students with respect to the Inside
8 the Outdoors - Field Program.

9 B. SUPERINTENDENT shall hold harmless, defend, and indemnify
10 the DISTRICT, its Governing Board, officers, agents,
11 employees, and students from any and all claims for damage
12 resulting from the acts or omissions of the Orange County
13 Superintendent of Schools, the Orange County Board of
14 Education and its officers, agents, and employees with
15 respect to the Inside the Outdoors - Field Program.

16 C. DISTRICT must furnish to SUPERINTENDENT a certificate of
17 insurance evidencing all coverages and additional insured
18 endorsements required **no less than fourteen (14) business**
19 **days, excluding holidays, prior to DISTRICT'S first day of**
20 **participation. DISTRICT shall not participate in the**
21 **Inside The Outdoors - Field Program until SUPERINTENDENT**
22 **has received a valid certificate of insurance evidencing**
23 **the insurance coverage required.**

24 D. DISTRICT'S insurance must be with an insurance company
25 admitted and licensed by the Insurance Commissioner of the

1 State of California or a program of self-insurance
2 approved by the SUPERINTENDENT.

3 E. If the DISTRICT is either partially or fully self-insured
4 for its liability exposures, DISTRICT must notify the
5 SUPERINTENDENT in writing fourteen (14) business days,
6 excluding holidays, prior to DISTRICT'S first day of
7 participation and provide the SUPERINTENDENT with a
8 statement signed by an authorized representative of
9 DISTRICT which states that DISTRICT agrees to protect the
10 Orange County Superintendent of Schools, the Orange County
11 Board of Education, and its officers, employees, and
12 agents as if the insurance requirements in Section 9.0
13 were in full effect.

14 F. DISTRICT agrees to maintain Comprehensive General
15 Liability Insurance, including bodily injury, property
16 damage, premises-operations, products-completed operations
17 and personal injury, in the amount of not less than one
18 million dollars (\$1,000,000) per occurrence or a program
19 of self-insurance approved by SUPERINTENDENT.

20 G. The following two (2) policy endorsements must be included
21 and written as follows:

22 (a) "The Orange County Superintendent of Schools, the
23 Orange County Board of Education, and their officers,
24 agents and employees shall be added as an additional
25 insured to the policy."

1 (b) "Such insurance as is afforded by this policy for the
2 Orange County Superintendent of Schools, the Orange
3 County Board of Education, and its officers, agents,
4 and employees shall be primary, and any insurance
5 carried by the Orange County Superintendent of
6 Schools, or the Orange County Board of Education, for
7 the Orange County Superintendent of Schools and the
8 Orange County Board of Education and its officers,
9 agents, and employees shall be excess and
10 non-contributory."

11 H. DISTRICT shall, at DISTRICT'S sole cost and expense, take
12 out prior to participation in the Inside the Outdoors -
13 Field Program, and maintain in full force and effect, from
14 the first day of participation through the last day of
15 participation, a policy or policies of insurance covering
16 DISTRICT'S participation in the Inside the Outdoors -
17 Field Program.

18 I. Insurance certificate description should read as
19 "Participation in the Inside the Outdoors Programs."

20 J. In addition, DISTRICT shall provide a thirty (30) day
21 cancellation or reduction of coverage clause.

22 K. Insurance certificate holder shall be named proper as
23 "Orange County Superintendent of Schools, 200 Kalmus
24 Drive, P.O. Box 9050, Costa Mesa, California 92628-9050,
25 Attn: Contracts Department."

10.0 Any notice of **cancellation** by DISTRICT must be received in writing by SUPERINTENDENT at least **twenty (20)** business days, excluding holidays, prior to the scheduled PROGRAM date. In the event of a cancellation, the District is responsible to find an equivalent replacement no later than (10) business days prior to the cancelled program date; SUPERINTENDENT may also attempt to find an equivalent replacement if possible. **If DISTRICT or SUPERINTENDENT is unable to find an equivalent replacement, DISTRICT will be charged ninety percent (90%) of the full cost of the scheduled PROGRAM. If DISTRICT'S School wishes to reschedule a scheduled PROGRAM date, DISTRICT'S School may be charged an additional fee of seventy-five dollars (\$75.00).**

11.0 Cancellation of a PROGRAM due to inclement weather conditions may be made by the SUPERINTENDENT'S designated staff (no charge will be incurred for those days). DISTRICT groups will be rescheduled at a later date, upon request of DISTRICT and when space is available. If DISTRICT decides to participate in the PROGRAM in inclement weather conditions, DISTRICT will be charged the full fee regardless of weather conditions.

12.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM more specifically described in Exhibit "B", which is attached hereto and incorporated by reference herein. **Payment shall be made based on the number of students that actually attend, but not less than ninety percent (90%) of the number of students identified in Exhibit "A".**

If school is designated as sponsored, a minimum enrollment requirement is ninety percent (90%) of the contracted number of

1 students, and is paid by sponsorship. If the number of students who
2 attend is less than ninety percent (90%) of the contracted enrollment
3 number, SCHOOL will be charged a per student fee for all students
4 that fall below ninety percent (90%).

5 13.0 DISTRICT agrees to send to PROGRAM the number of students
6 indicated in Exhibit "A". DISTRICT agrees to pay a fee to
7 SUPERINTENDENT pursuant to Section 12.0, for each student of DISTRICT
8 participating in the PROGRAM. If the number of students described in
9 Exhibit "A" should change, DISTRICT will notify SUPERINTENDENT no
10 less than twenty (20) business days prior to the scheduled date.

11 14.0 Full payment of fees by DISTRICT or school must be received by
12 SUPERINTENDENT within thirty (30) calendar days of billing postmark.

13 15.0 DISTRICT agrees to bear the expense of repairs and/or breakage
14 resulting from unreasonable wear or abuse to property and/or
15 equipment caused by its students and/or teachers.

16 16.0 DISTRICT hereby delegates, by approval of this AGREEMENT, to the
17 District Superintendent or the District Superintendent's designee,
18 pursuant to Education Code Section 39656, the authority to allow
19 additional schools or students to participate in the Inside the
20 Outdoors - Field Program during the term of AGREEMENT.

21 17.0 In the interest of public health, SUPERINTENDENT provides a
22 tobacco-free environment. Smoking or the use of any tobacco products
23 are prohibited in buildings and vehicles, and on any property owned,
24 leased or contracted for by the SUPERINTENDENT pursuant to
25 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of
this policy could result in the termination of this AGREEMENT.

1 18.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
2 unlawful discrimination in employment of persons because of race,
3 color, religious creed, national origin, ancestry, physical handicap,
4 medical condition, marital status, or sex of such persons.

5 19.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
6 construed and entered into in accordance with the laws of the State
7 of California, through California state courts with venue in Orange
8 County, California.

9 20.0 NOTICE. All notices or demands to be given under this AGREEMENT
10 by either party to the other, shall be in writing and given either
11 by: (a) personal service or (b) by U.S. Mail, mailed either by
12 registered or certified mail, return receipt requested, with postage
13 prepaid. Service shall be considered given when received if
14 personally served or if mailed on the third day after deposit in any
15 U.S. Post Office. The address to which notices or demands may be
16 given by either party may be changed by written notice given in
17 accordance with the notice provisions of this section. As of the
18 date of this AGREEMENT, the addresses of the parties are as follows:

19 DISTRICT: Capistrano Unified School District
33122 Valle Road
20 San Juan Capistrano, California 92675
Attn: _____

21 SUPERINTENDENT: Orange County Superintendent of Schools
22 200 Kalmus Drive
P.O. Box 9050
23 Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

24 21.0 If any term, covenant, condition or provision of this AGREEMENT
25 is held by 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 thereby.

22.0 The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

23.0 This AGREEMENT contains the entire agreement between SUPERINTENDENT and DISTRICT regarding the services and any agreement hereafter 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 SUPERINTENDENT and DISTRICT. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.


[THIS SECTION INTENTIONALLY LEFT BLANK.]

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

3 DISTRICT: CAPISTRANO UNIFIED SCHOOL
4 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____
6 Authorized Signature

BY:  _____
Authorized Signature

7 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

8 TITLE: _____

TITLE: Coordinator

9 DATE: _____

DATE: July 25, 2013

Capistrano Unified School District

School	Site/Program	Schedule Date	Grade	Number of Students	Fee Per Student	Price per Event or Flat Fee	Comments
Oak Grove School	ALISO WATERSHED - 9:00-11:00 AM	10/9/2013	3	69	no charge		Grant
Oak Grove School	ALISO WATERSHED - 9:00-11:00 AM	10/15/2013	3	69	no charge		Grant
Tijeras Creek	SHIPLEY -GABRIELINO WALK - 9:00 AM TO 11:00 AM	4/3/2014	3	80	\$7.75		

Note:

- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
- (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 10.0 and Section 11.0 of the Agreement.

AGREEMENT FOR USE OF RESIDENT OUTDOOR SCIENCE SCHOOL
FACILITIES, SUPPLIES, EQUIPMENT, AND SERVICES
PUBLIC SCHOOL DISTRICTS
SCHOOL YEAR 2013-2014

This AGREEMENT is entered into this 1st day of September, 2013,
by and between the Orange County Superintendent of Schools,
hereinafter referred to as SUPERINTENDENT, and Capistrano Unified
School District, hereinafter referred to as DISTRICT.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1.0 Under the authority of Section 8760, et seq. of the California
Education Code, SUPERINTENDENT shall provide a program and classes in
Outdoor Science and Environmental Education for students of DISTRICT.

1.1 SUPERINTENDENT shall make available to DISTRICT one (1)
or more of its Resident Outdoor Science School sites,
hereinafter referred to as OUTDOOR SCHOOL, to be
determined based upon the number of DISTRICT students
participating in the program.

1.2 DISTRICT agrees to cooperate with SUPERINTENDENT in
every reasonable way to enable SUPERINTENDENT as Lessee
to carry out its obligations to the Lessor(s) of
OUTDOOR SCHOOL.

2.0 This AGREEMENT shall be in full force and effect for the period
commencing September 1, 2013 and ending June 30, 2014. This AGREEMENT
must be fully executed by the Parties and be on file with the
SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.

1 3.0 The authority and responsibility with respect to the conduct of
2 the OUTDOOR SCHOOL and its program shall rest with SUPERINTENDENT,
3 acting through its authorized representative, the OUTDOOR SCHOOL
4 Administrator or his/her designee.

5 4.0 DISTRICT shall leave the OUTDOOR SCHOOL in the same condition as
6 when it arrived, reasonable wear and tear excepted. DISTRICT agrees
7 to bear the expense of repair or replacement of Lessor's or
8 SUPERINTENDENT'S property or equipment due to damage and/or
9 unreasonable wear to such property or equipment by DISTRICT'S
10 students and/or staff.

11 5.0 Hold Harmless/Insurance coverage shall be as follows:

12 A. DISTRICT shall hold harmless, defend, and indemnify the
13 Orange County Superintendent of Schools, the Orange County
14 Board of Education, and their officers, agents, and
15 employees from any and all claims for damages resulting
16 from the acts or omissions of DISTRICT, its officers,
17 agents, employees, and students with respect to the
18 OUTDOOR SCHOOL.

19 B. SUPERINTENDENT shall hold harmless, defend, and indemnify
20 the DISTRICT, its Governing Board, officers, agents,
21 employees, and students from any and all claims for damage
22 resulting from the acts or omissions of the Orange County
23 Superintendent of Schools, the Orange County Board of
24 Education and its officers, agents, and employees with
25 respect to the OUTDOOR SCHOOL.

1 C. DISTRICT must furnish to SUPERINTENDENT a certificate of
2 insurance evidencing all coverages and additional insured
3 endorsements required no less than fourteen (14) business
4 days, excluding holidays, prior to DISTRICT'S first day of
5 participation. DISTRICT shall not participate in the
6 OUTDOOR SCHOOL program until SUPERINTENDENT has received a
7 valid certificate of insurance evidencing the insurance
8 coverage required.

9 D. DISTRICT'S insurance must be with an insurance company
10 admitted and licensed by the Insurance Commissioner of the
11 State of California or a program of self-insurance
12 approved by the SUPERINTENDENT.

13 E. If the DISTRICT is either partially or fully self-insured
14 for its liability exposures, DISTRICT must notify the
15 SUPERINTENDENT in writing and provide the SUPERINTENDENT
16 with a statement signed by an authorized representative of
17 DISTRICT'S governing board which states that DISTRICT
18 agrees to protect the Orange County Superintendent of
19 Schools, the Orange County Board of Education, and its
20 officers, employees, and agents as if the insurance
21 requirements in Section 8.0 were in full effect.

22 F. DISTRICT agrees to maintain Comprehensive General
23 Liability Insurance, including bodily injury, property
24 damage, premises-operations, products-completed operations
25 and personal injury in the amount of not less than One

1 million dollars (\$1,000,000) per occurrence or a program
2 of self-insurance approved by Superintendent.

3 G. The following two (2) policy endorsements must be included
4 and written as follows:

5 (a) "The Orange County Superintendent of Schools, the
6 Orange County Board of Education, and their
7 officers, agents and employees shall be added as
8 an additional insured to the policy."

9 (b) "Such insurance as is afforded by this policy for
10 the Orange County Superintendent of Schools, the
11 Orange County Board of Education, and their
12 officers, agents, and employees shall be primary,
13 and any insurance carried by the Orange County
14 Superintendent of Schools, or the Orange County
15 Board of Education, and its officers, agents, and
16 employees shall be excess and non-contributory."

17 H. DISTRICT shall, at DISTRICT'S sole cost and expense, take
18 out prior to participation in the OUTDOOR SCHOOL, and
19 maintain in full force and effect, from the first day of
20 participation through the last day of participation, a
21 policy or policies of insurance covering DISTRICT'S
22 participation in the OUTDOOR SCHOOL program.

23 I. Insurance certificate description should read as
24 "Participation in the Inside the Outdoors Programs."

25 J. It is further agreed that DISTRICT shall provide a thirty
(30) day cancellation or reduction of coverage clause.

1 K. Insurance certificate holder shall be named proper as
2 "Orange County Superintendent of Schools, 200 Kalmus
3 Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050, Attn:
4 Contracts Department."

5 6.0 The authorized DISTRICT representative for each class at the
6 OUTDOOR SCHOOL shall be a certificated employee.

7 6.1 DISTRICT shall provide a certificated employee to
8 participate in the OUTDOOR SCHOOL program for every 25-35
9 students. This provision may require adjustment for
10 special education students at the discretion of the
11 OUTDOOR SCHOOL Principal or his/her designee.

12 6.2 DISTRICT shall inform SUPERINTENDENT in writing at least
13 thirty (30) days prior to the attendance of DISTRICT'S
14 first school, current DISTRICT certificated staff
15 contract provisions related to participation in the
16 OUTDOOR SCHOOL program.

17 6.3 A DISTRICT certificated employee shall ride with and
18 supervise students on the bus to and from the OUTDOOR
19 SCHOOL.

20 6.4 All DISTRICT certificated employees are expected to
21 remain at the OUTDOOR SCHOOL site throughout the entire
22 period of the program, unless other arrangements have
23 been made with the OUTDOOR SCHOOL Principal or his/her
24 designee.

25 6.5 All participating DISTRICT certificated employees, in
cooperation with the OUTDOOR SCHOOL staff, shall be

1 expected to take an active role in teaching and
2 supervising students.

3 6.6 Due to unpredictable weather conditions, high elevations,
4 strenuous activity, slippery and/or steep trails, and
5 limited first aid services, a DISTRICT certificated
6 employee with a special medical need or condition,
7 including but not limited to pregnancy, may be physically
8 at risk at the OUTDOOR SCHOOL. To insure the health and
9 safety of such participating certificated employees and
10 their students, the following procedures shall be
11 followed by the DISTRICT:

12 6.6.1 A participating certificated employee with
13 a special need or condition must sign the
14 required "Release For A Teacher With A
15 Special Need/Condition" incorporated by
16 reference herein, and must discuss the
17 OUTDOOR SCHOOL site conditions with his/her
18 physician who must also consent by
19 signature on the form to said employee's
20 participation in the program. DISTRICT'S
21 Risk Manager must also approve the
22 participation of such employee by signature
23 on form.

24 6.6.2 The "Release For A Teacher with A Special
25 Need/Condition" must be submitted to the
OUTDOOR SCHOOL Principal or his/her

designee at SUPERINTENDENT'S program office
six (6) weeks before DISTRICT school's
participation.

6.6.3 SUPERINTENDENT hereby reserves the right to
deny the participation of a DISTRICT'S
certificated employee with a special need
or condition if the OUTDOOR SCHOOL
principal deems the conditions at the
outdoor school site unsafe for said
employee. SUPERINTENDENT hereby reserves
the right to request the DISTRICT provide
an alternate certificated employee if the
conditions are deemed unsafe for an
employee with a special need or condition
to participate in the OUTDOOR SCHOOL
program.

6.7 Certificated employees may be required to provide
their own bedroll or sleeping bag and towels and to
provide all clothing and personal needs required by
the employees.

6.8 At least six (6) weeks prior to each date of
attendance, DISTRICT'S school(s) shall complete and
fax/email the "Six Week Checklist" incorporated by
reference herein, which shall state the number of
students and how many certificated employees will be
participating in the program, as well as a list of

1 students and/or certificated employees who have
2 special needs or conditions.

3 7.0 DISTRICT shall require the following for each student
4 participating in the OUTDOOR SCHOOL:

5 7.1 The parent(s) of each student participating in the
6 OUTDOOR SCHOOL program shall be required to complete a
7 "Student Registration", incorporated by reference
8 herein, which is to be submitted by DISTRICT staff
9 upon arrival at the OUTDOOR SCHOOL site.

10 7.2 Parent(s) of a student requiring prescribed and/or
11 non-prescribed medication(s) shall be required by
12 DISTRICT to complete a "Medication Authorization
13 (Prescription and Non-Prescription)", incorporated by
14 reference herein, and return it to the student's
15 school. This form shall be submitted to the OUTDOOR
16 SCHOOL health services technician upon the student's
17 arrival at the OUTDOOR SCHOOL site. If a signature
18 from a legal guardian cannot be obtained within
19 twenty-four (24) hours, DISTRICT may be required to
20 transport student home.

21 7.3 Each student attending the OUTDOOR SCHOOL program
22 shall be required by the DISTRICT'S schools to furnish
23 a bedroll or sleeping bag, and all clothing and
24 personal needs for student as per clothing list
25 provided by SUPERINTENDENT in the brochure for
parents.

1 8.0 SUPERINTENDENT shall be responsible for:

2 8.1 Arranging for the facilities, food services, and
3 maintenance of the OUTDOOR SCHOOL site for students,
4 certificated employees, and staff.

5 8.2 Providing a Camper's Sickness and Accident Insurance
6 Program. SUPERINTENDENT shall carry a Camper's
7 Sickness and Accident Insurance Policy covering
8 SUPERINTENDENT'S employees and DISTRICT students while
9 they are participating in the OUTDOOR SCHOOL program.
10 The Camper's Sickness and Accident Insurance Program
11 shall also cover DISTRICT students while being
12 transported from the home school to the OUTDOOR SCHOOL
13 site and while returning to home school.

14 8.3 Providing for the participation of students with
15 special needs. A student with special needs is defined
16 as one who may, due to emotional or physical
17 condition, require individualized care or medical
18 attention. Examples include, but are not limited to:
19 diabetics, mobility challenged students, students in
20 casts, students who regularly use a nebulizer,
21 emotionally challenged students, and students with
22 sever food allergies.

23 8.3.1 A "Release For A Student With A Special
24 Need/Condition" incorporated by reference
25 herein, shall be completed for each student
with special needs and submitted to the

1 OUTDOOR SCHOOL health services technician
2 upon arrival at the OUTDOOR SCHOOL site.

3 8.3.2 Due to unique environmental conditions,
4 active learning, and social programs,
5 students with special needs may be required
6 by SUPERINTENDENT to be accompanied by an
7 aide provided by DISTRICT. SUPERINTENDENT
8 hereby reserves the right to deny
9 participation of a student with a special
10 need or condition if the OUTDOOR SCHOOL
11 Principal or his/her designee deems the
12 conditions at the OUTDOOR SCHOOL site to be
13 unsafe for said student or if DISTRICT
14 fails to provide an aide required by the
15 SUPERINTENDENT for such a student.

16 8.4 Furnishing suitable staff to conduct the OUTDOOR
17 SCHOOL instructional program.

18 8.5 Furnishing limited first aid services to care for
19 minor injuries or illnesses.

20 8.6 Furnishing a "Teacher's Guide", incorporated by
21 reference herein, covering the curriculum, policies
22 and procedures for the OUTDOOR SCHOOL program and a
23 "Coordinator's Guide", incorporated by reference
24 herein.

25 9.0 DISTRICT understands and agrees that SUPERINTENDENT is not
responsible for the loss, damage, or theft of personal possessions of

DISTRICT employees or students, or DISTRICT'S equipment, materials, or supplies.

10.0 DISTRICT agrees to send to OUTDOOR SCHOOL each week the number of students indicated in Exhibit "A." DISTRICT agrees to pay a fee to SUPERINTENDENT pursuant to Section 10.4, for each student of DISTRICT participating in the OUTDOOR SCHOOL program, unless a school is designated in Exhibit "A" as fully or partially funded by the sponsor, in which case the details of sponsorship shall be noted on Exhibit "A", up to the number of students listed in Exhibit "A." Students in excess of that number will be added if space and funding are available. The sponsor will pay SUPERINTENDENT directly for the fees of designated school(s) as detailed in Exhibit "A". All student fees, whether paid by DISTRICT or by the sponsor, shall cover: Room, facilities and maintenance services, food and related services, sickness and accident insurance, instructional services and materials.

10.1 Each DISTRICT shall be billed and agrees to pay on the basis of the number of students that actually participate, but no less than eighty percent (80%) of the number of students indicated in Exhibit "A".

10.2 A DISTRICT school may withdraw from the OUTDOOR SCHOOL program provided that a replacement school can be located with an enrollment equal to or better than ninety percent (90%) of the enrollment of the school requesting to withdraw. Should the provisions of this section not be adhered to, SUPERINTENDENT shall bill

1 and DISTRICT agrees to pay SUPERINTENDENT the full per
2 student fees on the basis of the number of students
3 indicated on Exhibit "A".

4 10.3 Should DISTRICT'S schools' enrollment in the OUTDOOR
5 SCHOOL change from the number of students indicated on
6 Exhibit "A", after this AGREEMENT has been fully
7 executed, DISTRICT shall inform SUPERINTENDENT in
8 writing, as soon as possible. A significant increase
9 or decrease in a school's enrollment may result in the
10 SUPERINTENDENT'S inability to adjust the schedule to
11 accommodate DISTRICT school's students at a particular
12 site, on particular dates, or at all.

13
14 10.4 The fee schedule, attached as Exhibit "B" to this
15 AGREEMENT and reference herein, represents the maximum
16 per student charge per week. Depending on
17 circumstances during a particular week, the per
18 student fee may be reduced. All student fee reductions
19 will be factored into the final billing. In no
20 instance shall the student fee exceed the fee schedule
21 referenced above.

22 10.5 A week of OUTDOOR SCHOOL is defined as a period
23 beginning with lunch following the student's arrival
24 on the first (1st) day of the OUTDOOR SCHOOL week and
25 extending through the last day of the same OUTDOOR

SCHOOL week, with departure from OUTDOOR SCHOOL on or before 11:00 a.m.

10.6 A day of attendance is defined as a student being present during any portion of the day, 12:01 a.m. through 12:00 midnight.

10.7 Cost of room (on a shared occupancy basis) and food for each certificated employee is included in student fees.

10.8 If, in addition to the certificated employee required for every 25-35 students, the DISTRICT sends additional certificated or non-certificated staff or student teachers, the prevailing per person site rates for room and food shall apply for each additional staff member. Visiting school personnel, parents, and friends will be charged the prevailing rates for all meals and snacks eaten and for overnight accommodations, if available.

10.9 Pro-rated fees shall be charged for students arriving late and/or departing early due to illness, or other reasons deemed necessary or appropriate by the OUTDOOR SCHOOL Administrator or his/her designee. The following fee schedule will apply under such circumstances:

10.9.1 5 days/4 nights/12 meals weeks
If student arrives late any time on the:

1 1st day-DISTRICT pays full fee

2 2nd day-DISTRICT pays 80% of normal fee

3 3rd day-DISTRICT pays 60% of normal fee

4 4th day-DISTRICT pays 40% of normal fee

5 If student departs early at any time on:

6 1st day-DISTRICT pays 20% of normal fee

7 2nd day-DISTRICT pays 40% of normal fee

8 3rd day-DISTRICT pays 60% of normal fee

9 4th day-DISTRICT pays 80% of normal fee

10 5th day-DISTRICT pays full fee

11 10.9.2 4 days/3 nights/9 meals weeks

12 If student arrives late any time on the:

13 1st day-DISTRICT pays full fee

14 2nd day-DISTRICT pays 75% of normal fee

15 3rd day-DISTRICT pays 50% of normal fee

16 If student departs early at any time on:

17 1st day-DISTRICT pays 25% of normal fee

18 2nd day-DISTRICT pays 50% of normal fee

19 3rd day-DISTRICT pays 75% of normal fee

20 4th day-DISTRICT pays full fee

21 10.10 DISTRICT'S students departing from and returning to
22 the OUTDOOR SCHOOL for any reason during a week will
23 be charged the full student fee for that week.

24 10.11 In the event of any condition, including emergencies
25 and late arrival of school buses, which would prohibit
the safe departure of DISTRICT students and DISTRICT

1 staff after 12:00 p.m. on the last day of the week,
2 SUPERINTENDENT shall charge DISTRICT for additional
3 costs related to feeding students and staff, and the
4 supervision of students until such time of departure.

5 10.12 DISTRICT shall pay SUPERINTENDENT the actual cost of
6 any miscellaneous items, including but not limited to
7 first-aid supplies, photocopy or duplicating service,
8 phone services, miscellaneous food items, bedding, or
9 any breakage or damage.

10 10.13 DISTRICT'S payment of all fees, according to the
11 provisions of this AGREEMENT shall be made to
12 SUPERINTENDENT within thirty (30) days of postmark on
13 invoice from SUPERINTENDENT.

14 11.0 In compliance with Education Code Section 35330, DISTRICT hereby
15 declares that no student has been denied the opportunity to
16 participate in the OUTDOOR SCHOOL because of the inability to pay the
17 required fee. DISTRICT shall make every effort to obtain the
18 financial support from fund-raising activities and voluntary
19 contributions made by parents and the community, to assist those
20 students who are unable to pay the required fee.

21 12.0 Responsibility for transportation to and from the OUTDOOR SCHOOL
22 shall be as follows:

23 12.1 Transportation of DISTRICT students, certificated
24 employees, other DISTRICT staff members, and luggage
25 to and from the OUTDOOR SCHOOL is the responsibility

1 of DISTRICT, and is not included in the OUTDOOR SCHOOL
2 fee pursuant to Section 10.4.

3 12.2 It is the DISTRICT'S responsibility to arrange for
4 transportation of a student in a timely manner if the
5 student needs to be picked up due to behavior problems
6 or illness, as deemed necessary by OUTDOOR SCHOOL
7 Principal or his/her designee. DISTRICT shall retain
8 responsibility for its students from time of departure
9 from home school to time of return to home school.

10 12.3 It is the DISTRICT'S responsibility for providing and
11 arranging buses equipped with snow chains in the event
12 that the Highway Patrol has posted snow chain
13 requirements on mountain highways. Information
14 regarding snow chain requirements is available on the
15 Caltrans website at [http://www.dot.ca.gov/cgi-](http://www.dot.ca.gov/cgi-bin/roads.cgi)
16 [bin/roads.cgi](http://www.dot.ca.gov/cgi-bin/roads.cgi).

17 13.0 DISTRICT hereby delegates, by approval of this AGREEMENT, to the
18 DISTRICT Superintendent or his/her designee, pursuant to Education
19 Code Section 39656, the authority to allow additional schools or
20 students to participate in the OUTDOOR SCHOOL during the term of this
21 AGREEMENT on a space available basis. If DISTRICT wishes to add (a)
22 school(s) to this AGREEMENT, SUPERINTENDENT shall generate an
23 addendum to this AGREEMENT indicating the name(s) of the school(s),
24 the number of students for each school, and the date(s) of
25 participation. The addendum shall be signed by DISTRICT'S
Superintendent or his/her designee and returned to SUPERINTENDENT.

1 14.0 SUPERINTENDENT reserves the right to change or cancel DISTRICT'S
2 location and/or date of participation in the OUTDOOR SCHOOL program
3 under the following conditions: repair of grounds or facilities;
4 threat of fire, flood, storm or other natural or man-made
5 disturbance; lack of sufficient SUPERINTENDENT staff; or other
6 condition(s) which would make the operation of the OUTDOOR SCHOOL
7 imprudent, unsafe or unhealthy. SUPERINTENDENT will make every effort
8 to provide reasonable advance written notice to DISTRICT, when
9 possible, of such changes or cancellations in the OUTDOOR SCHOOL
10 schedule, attached hereto and incorporated by reference herein as
11 Exhibit "A".

12 15.0 If DISTRICT wishes to cancel all or a portion of a DISTRICT
13 school's week of participation due to a real or perceived emergency
14 condition such as fire, flood, earthquake, or severe weather
15 conditions, SUPERINTENDENT shall follow the procedures outlined
16 below:

17 15.1 SUPERINTENDENT shall communicate with the appropriate
18 governmental agency(ies) having jurisdiction over the
19 particular site (U.S. Forest Service, California
20 Highway Patrol, San Bernardino County Sheriff, and the
21 San Bernardino County Health and Safety Department) to
22 ascertain the accessibility and safe operation of the
23 OUTDOOR SCHOOL site in question.

24 15.2 Based on the recommendations made by the agency(ies)
25 referenced in Section 15.1, SUPERINTENDENT and
DISTRICT'S Principal, or his/her designee, or Outdoor

1 Science School Principal, or his/her designee, shall
2 mutually agree on a course of action regarding the
3 health and safety of students and staff at the site in
4 question.

5 15.2.1 If the site in question is deemed
6 inaccessible and/or considered to be unsafe
7 for student use and instruction by both
8 SUPERINTENDENT and DISTRICT, students and
9 staff will be evacuated or participation
10 will be postponed or cancelled.
11 SUPERINTENDENT will pro-rate the DISTRICT'S
12 fees and will attempt to reschedule
13 DISTRICT school(s) at another date and/or
14 location. If the inaccessible and/or unsafe
15 condition prohibits participation on the
16 first (1st) day of the week, no fees shall
17 be charged to DISTRICT by SUPERINTENDENT
18 until the site is safe, accessible and
19 open.

20 15.2.2 In the event of severe weather such as
21 rain, snow, flood or other acts of nature,
22 SUPERINTENDENT, in cooperation with the
23 agency(ies) referenced in Section 15.1,
24 shall make a good faith effort to determine
25 the safe condition of roads and sites on
the first (1st) day and throughout the week

1 of participation. Final determination as
2 to safe use of roads and site by students
3 and staff will be made by the
4 SUPERINTENDENT as soon as possible on the
5 first (1st) day of participation, and at
6 any time throughout the week of
7 participation. If the roads and site are
8 determined by SUPERINTENDENT to be safe and
9 accessible, but DISTRICT for whatever
10 reason disagrees and DISTRICT does not
11 participate as scheduled, all provisions of
12 this AGREEMENT including the full payment
13 of applicable fees shall apply.

14 15.2.3 It shall be the responsibility of DISTRICT
15 to update parents and DISTRICT personnel of
16 such decisions and procedures.

17 16.0 In the event SUPERINTENDENT, for any reason, fails to maintain a
18 master lease for an OUTDOOR SCHOOL site during the period September
19 1, 2013 through June 30, 2014 this AGREEMENT shall become of no force
20 or effect.

21 17.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
22 unlawful discrimination of persons because of race, color, religious
23 creed, national origin, ancestry, physical handicap, medical
24 condition, marital status, age, or sex of such persons.

25 18.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
construed and entered into in accordance with the laws of the State

1 of California, through California state courts with venue in Orange
2 County, California.

3 19.0 NOTICE. All notices or demands to be given under this AGREEMENT
4 by either party to the other, shall be in writing and given either by:
5 (a) personal service or (b) by U.S. Mail, mailed either by registered
6 or certified mail, return receipt requested, with postage prepaid.
7 Service shall be considered given when received if personally served
8 or if mailed on the third day after deposit in any U.S. Post Office.
9 The address to which notices or demands may be given by either party
10 may be changed by written notice given in accordance with the notice
11 provisions of this section. As of the date of this AGREEMENT, the
12 addresses of the parties are as follows:

13 DISTRICT: Capistrano Unified School District
33122 Valle Road
14 San Juan Capistrano, California 92675
Attn: _____

15 SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
16 P.O. Box 9050
17 Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

18 20.0 In the interest of public health, SUPERINTENDENT provides a
19 tobacco-free environment. Smoking or the use of any tobacco products
20 are prohibited in buildings and vehicles, and on any property owned,
21 leased or contracted for by the SUPERINTENDENT pursuant to Policy
22 400.15. Failure to comply with conditions of this policy may result
23 in the termination of this AGREEMENT.

24 21.0 ALCOHOL ON SCHOOL PROPERTY. In the interest of public health,
25 the SUPERINTENDENT provides an alcohol-free environment. Consuming,
possessing, selling, giving, or distributing any alcohol beverage or

product are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to Business & Professions Code 25608. Failure to abide with these conditions could result in the termination of this AGREEMENT.

22.0 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 thereby.

23.0 This AGREEMENT contains the entire agreement between SUPERINTENDENT and DISTRICT regarding the services and any agreement hereafter 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 SUPERINTENDENT and DISTRICT. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

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

DISTRICT: CAPRISTRANO UNIFIED
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

PRINT NAME: _____

PRINT NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: July 23, 2013

Capistrano Unified School District

School	de	Students	Start Day	Days	Site	Fee	Comments
Castille School	5	130	3/31/2014	5	Calvary	\$395.00	
Chaparral School	5	170	4/29/2014	4	Creekside	\$360.00	
Hidden Hills	6	76	5/13/2014	4	Cedar Crest	\$360.00	
Las Palmas School	5	110	4/1/2014	4	Cedar Crest	\$180.00	sponsorship
Oak Grove School	5	110	5/20/2014	4	Cedar Crest	\$360.00	
Reilly School	5	100	5/20/2014	4	Cedar Crest	\$360.00	
San Juan School	5	100	2/4/2014	4	Cedar Crest	\$180.00	sponsorship

Sponsorship is detailed above (partial) according to established criteria, and is available up to the number of students noted on this exhibit. Additional students, if they can be accommodated at Outdoor Science School site(s), may be charged the full fees if funding for the increase is not available.

Note:

- 1) The Orange County Superintendent of Schools shall have final approval on all revisions/modifications made to Exhibit A.
- 2) Cancellations and/or modifications to the number of students indicated in Exhibit A are subject to the terms and conditions of Section 10.1 and Section 10.2 of the Agreement.

2 AGREEMENT FOR PARTICIPATION
3 INSIDE THE OUTDOORS
4 SCHOOL PROGRAM
5 PUBLIC SCHOOLS 2013 - 2014

6 This AGREEMENT is hereby entered into this 1st day of September,
7 2012, by and between the Orange County Superintendent of Schools, 200
8 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to
9 as SUPERINTENDENT, and Capistrano Unified School District,
10 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT
11 shall be collectively referred to as the Parties.

12 TERMS, CONDITIONS, AND RESPONSIBILITIES

13 1.0 SUPERINTENDENT shall provide a forty-five minute to seventy-five
14 minute Inside the Outdoors - School Program, hereinafter referred to
15 as PROGRAM, more specifically described in Exhibit "A", which is
16 attached hereto and incorporated by reference herein.

17 2.0 This AGREEMENT shall be in full force and effect for the period
18 commencing September 1, 2013 and ending August 31, 2014. This
19 AGREEMENT must be fully executed by the Parties and be on file with
20 the SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.

21 3.0 In compliance with Education Code Section 35330 DISTRICT hereby
22 declares that no student has been denied the opportunity to
23 participate in the PROGRAM because of the inability to pay the
24 required fee. DISTRICT has made every effort to acquire the
25 financial support from fund-raising efforts, parents, and the
community to assist those students who are unable to pay the required
fee.

1 4.0 SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S
2 school(s) pursuant to Exhibit "A".

3 5.0 DISTRICT shall provide one (1) certificated employee to
4 participate in the PROGRAM with each group of 25-30 students.

5 5.1 All participating certificated employees and adult aides,
6 in cooperation with the PROGRAM staff, shall be expected
7 to take an active role in the supervision of students.

8 6.0 Should a DISTRICT group exceed four (4) classrooms on a given
9 day (approximately one hundred twenty (120) students), the additional
10 classroom(s) may be scheduled to participate on another day.

11 7.0 DISTRICT shall be responsible for the supervision and care of
12 its students. DISTRICT shall also be responsible for the actions of
13 its students and employees while participating in the PROGRAM.

14 8.0 DISTRICT shall hold harmless, defend, and indemnify the Orange
15 County Superintendent of Schools, the Orange County Board of
16 Education, and its officers, agents, and employees from any and all
17 claims for damages resulting from the acts or omissions of DISTRICT,
18 its officers, agents, employees, and students with respect to the
19 Inside the Outdoors - School Program.

20 SUPERINTENDENT shall hold harmless, defend, and indemnify the
21 DISTRICT, its Governing Board, officers, agents, employees, and
22 students from any and all claims for damage resulting from the acts
23 or omissions of the Orange County Superintendent of Schools, the
24 Orange County Board of Education and its officers, agents, and
25 employees with respect to the Inside the Outdoors - School Program.

1 9.0 Any notice of **cancellation** by DISTRICT must be received in
2 writing by SUPERINTENDENT at least **twenty (20)** business days,
3 excluding holidays, prior to the scheduled PROGRAM date. In the
4 event of a cancellation, the District is responsible to find an
5 equivalent replacement no later than (10) business days prior to the
6 cancelled program date; SUPERINTENDENT may also attempt to find an
7 equivalent replacement if possible. **If DISTRICT or SUPERINTENDENT is**
8 **unable to find an equivalent replacement, DISTRICT will be charged**
9 **ninety percent (90%) of the full cost of the scheduled PROGRAM.** If
10 DISTRICT'S School wishes to **reschedule** a scheduled PROGRAM date,
11 DISTRICT'S School may be charged an additional fee of seventy-five
12 dollars (\$75.00).

13 10.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM
14 more specifically described in Exhibit "B", which is attached hereto
15 and incorporated by reference herein. **Payment shall be based on the**
16 **number of students that actually attend, but no less than ninety**
17 **percent (90%) of the number of students identified in Exhibit "A".**

18 If DISTRICT'S SCHOOL is designated as sponsored, a minimum enrollment
19 requirement is ninety percent (90%) of the contracted number of
20 students, and is paid by sponsorship. If the number of students who
21 attend is less than ninety percent (90%) of the contracted enrollment
22 number, SCHOOL will be charged a per student fee for all students
23 that fall below ninety percent (90%).

24 10.1 A day of participation is defined as a student being
25 present during any part of a scheduled PROGRAM day.

10.2 Should the scheduled attendance from any given school in a

DISTRICT change by more than ten percent (10%), the DISTRICT shall inform SUPERINTENDENT in writing at least twenty (20) business days prior to the first (1st) day of attendance.

10.3 Schools may be charged an additional transportation fee of \$35.00 - \$125.00 per day.

11.0 Full payment of fees by DISTRICT must be received by SUPERINTENDENT within thirty (30) calendar days of billing postmark.

12.0 DISTRICT agrees to bear the expense of repairs and/or breakage resulting from unreasonable wear or abuse to property and/or equipment caused by its students and/or teachers participating in the PROGRAM.

13.0 DISTRICT hereby delegates, by approval of this AGREEMENT to the District Superintendent or the District Superintendent's designee, pursuant to Education Code Section 17604, the authority to allow additional schools or students to participate in the Inside the Outdoors - School Program during the term of AGREEMENT.

14.0 NOTICE. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in

1 accordance with the notice provisions of this section. As of the
2 date of this AGREEMENT, the addresses of the parties are as follows:

3 DISTRICT: Capistrano Unified School District
33122 Valle Road
4 San Juan Capistrano, California 92675
Attn: _____

5 SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
6 P.O. Box 9050
7 Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

8 15.0 In the interest of public health, SUPERINTENDENT provides a
9 tobacco-free environment. Smoking or the use of any tobacco products
10 are prohibited in buildings and vehicles, and on any property owned,
11 leased or contracted for by the SUPERINTENDENT pursuant to
12 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of
13 this policy could result in the termination of this AGREEMENT.

14 16.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
15 unlawful discrimination in employment of persons because of race,
16 color, religious creed, national origin, ancestry, physical handicap,
17 medical condition, marital status, or sex of such persons.

18 17.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
19 construed and entered into in accordance with the laws of the State
20 of California, through California state courts with venue in Orange
21 County, California.

22 18.0 If any term, covenant, condition or provision of this AGREEMENT
23 is held by court of competent jurisdiction to be invalid, void or
24 unenforceable, the remainder of the provisions shall remain in full
25

1 force and effect and shall in no way be affected, impaired or
2 invalidated thereby.

3 19.0 The failure of SUPERINTENDENT or DISTRICT to seek redress for
4 violation of, or to insist upon, the strict performance of any term
5 or condition of this AGREEMENT, shall not be deemed a waiver by that
6 party of such term or condition, or prevent a subsequent similar act
7 from again constituting a violation of such term or condition.

8 20.0 This AGREEMENT contains the entire agreement between
9 SUPERINTENDENT and DISTRICT regarding the services and any agreement
10 hereafter made shall be ineffective to modify this AGREEMENT in whole
11 or in part unless such agreement is embodied in an amendment to this
12 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.
13 This AGREEMENT supersedes all prior negotiations, understandings,
14 representations and agreements.


15
16
17
18 [THIS SECTION INTENTIONALLY LEFT BLANK]
19
20
21
22
23
24
25

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

3 DISTRICT: CAPISTRANO UNIFIED
4 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____
6 Authorized Signature

BY:  _____
Authorized Signature

7 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

8 TITLE: _____

TITLE: Coordinator

9 DATE: _____

DATE: July 24, 2013

Capistrano Unified School District

School	Site/Program	Schedule Date	Grade	Number of Students	Fee Per Student	Price per Event or Flat Fee	Comments
Ambuehl School	Mileage	4/25/2014				\$60.00	
Ambuehl School	TRAVELING SCIENTIST 1 - SURVIVING OUR STANDARDS	4/25/2014	5	85	\$5.75		
Oak Grove School	Mileage	5/22/2014				\$60.00	
Oak Grove School	TRAVELING SCIENTIST 1 - MORE THAN ONE PROGRAM	5/22/2014	5	30		\$345.00	
Palisades School	Mileage	1/13/2014				\$60.00	
Palisades School	TRAVELING SCIENTIST 1 - FEATHER FUN	1/13/2014	3	95	\$5.75		
Tijeras Creek	Mileage	4/17/2014				\$60.00	
Tijeras Creek	TRAVELING SCIENTIST 2 - SURVIVING OUR STANDARDS	4/17/2014	5	80	\$5.75		

Note:

- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
- (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 9.0 and Section 10.0 of the Agreement.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 28, 2013
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ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Austin, Susan	Sch Receptionist	Retirement	09/09/1992	08/30/2013
2. Avan, Katy	IF-Sp Ed	Voluntary	11/01/2010	08/20/2013
3. Bochenek, Jennifer	Presch Teacher	Other Employment	10/29/2009	08/21/2013
4. Christman, Meredith	Inst Asst	Personal	09/25/2006	08/19/2013
5. Clark, Tiffany	Occupational Therapist	Voluntary	03/19/2012	08/16/2013
6. Hatcher, Jason	IF-Sp Ed	Other Employment	01/03/2011	08/19/2013
7. Lee, Karen	Sub Inst Asst	Voluntary	06/12/2013	08/08/2013
8. Monicatti, Debbie	Inst Asst-Sp Ed	Voluntary	10/26/1998	07/11/2013
9. Parker, Lorraine	Inst Asst-Sp Ed	Relocation	10/29/2012	08/15/2013
10. Postigo, Amy	Inst Asst-Presch	Personal	09/08/2008	06/30/2013
11. Ranallo, Mallory	Inst Asst-Sp Ed	Voluntary	11/07/2011	08/21/2013
12. Robleto, Sergio	BIngl Comm Svcs Liaison	Voluntary	01/14/2011	08/14/2013
13. Schneider, Kari	FS Worker	Voluntary	02/14/2012	08/14/2013
14. Schuck, Carol	Sch Clerk I	Voluntary	10/03/1988	08/20/2013
15. Sidler, Barry	Student Supvr	Relocation	02/16/2011	08/12/2013
16. Smith, Linda	Sch Clerk I	Retirement	09/01/1987	06/13/2013
17. Spring, Elizabeth	Inst Asst-Sp Ed	Other Employment	02/15/2012	06/12/2013
18. Springer, Mary	Inst Asst-Sp Ed	Voluntary	01/31/2012	08/19/2013
19. Verdugo, Wendy	Sub IF-Sp Ed Speech Language Pathologist Asst	Voluntary	08/23/2004	08/12/2013

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
20. Florentino, Osvaldo	Custodian I (12mo/40hpw)	\$2,830.36 mo	R26-1	08/29/2013
21. Manjarrez, Gerardo	Custodian I (12mo/40hpw)	\$2,830.36 mo	R26-1	08/29/2013
22. Nowak, Alan	Custodian I (12mo/40hpw)	\$2,830.36 mo	R26-1	08/29/2013
<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
23. Barnar, Zeynep	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/09/2013

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
24. Goyzueta, Leslie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/09/2013
25. Gravatt, Shelly	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013
26. Lakshminarayana, Namitha	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013
27. Martinez, Yobany	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013
28. Migliaccio, Violette	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013
29. Peleaux, Candy	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013

<u>Name</u>	<u>Recall from Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
30. Hunstein, Ellen	Presch Teacher (9.5mo/30hpw)	\$20.37 hr	R31-3	09/09/2013

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
31. Postigo, Amy	Inst Asst-Presch	\$15.16 hr	R23-1	09/09/2013
32. Robleto, Sergio	Bling Comm Svcs Liaison	\$15.16 hr	R23-1	08/29/2013
33. Schneider, Kari	FS Worker	\$12.14 hr	R14-1	09/09/2013

APPROVE EMPLOYMENT PENDING CLEARANCES

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
34. Barios, Alex	Custodian I (12mo/40hpw)	\$2,830.36 mo	R26-1	08/29/2013
35. Gutierrez, Rafeal	Custodian I (12mo/40hpw)	\$2,830.36 mo	R26-1	08/29/2013
36. Villanueva, Ricardo	Custodian I (12mo/40hpw)	\$2,830.36 mo	R26-1	08/29/2013

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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>
37. Agrawal, Michelle	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/09/2013
38. Amdahl, Patsy	FS Worker (9.5mo/15hpw)	\$12.14 hr	R14-1	09/09/2013
39. Atkinson, Jodie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/09/2013
40. Barnes, Laura	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013
41. Bass, Sarah	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/09/2013
42. Billington, Heather	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/09/2013
43. Bottom, Sarah	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013
44. Bywater, Dutcharee	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.78 hr	R20-1	09/09/2013
45. Carlos Vera, Joan	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013
46. Conlon, John	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013
47. Dohn, Amy	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013
48. Jaeger, Ingrid	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/09/2013
49. Kunert, Meagan	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013
50. Lesko, Karen	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013
51. Linderorth, Ramona	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/09/2013
52. Luna Alvarez, Evelin	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/09/2013
53. Michelle, Bill	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/09/2013
54. Mikhaylovna, Irina	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/09/2013
55. Miller, Yvonne	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013

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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>
56. Morganstern, Susie	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013
57. Porter, Robert	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013
58. Scrimsher, Anastasiya	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013
59. Smith, Kristin	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013
60. Snyder, Sarah	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013
61. Wadsworth, Maria	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/09/2013

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
62. Deacon, Cheryl	Student Supvr	\$10.00 hr		09/09/2013
63. Holt, Polly	Student Supvr	\$10.00 hr		09/09/2013
64. Price, Christine	Student Supvr	\$10.00 hr		09/09/2013

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
65. Iverson, John	Game Worker	San Clemente HS	\$1,000.00	09/02/2013- 06/24/2014
66. Iverson, Susie	Game Worker	San Clemente HS	\$1,000.00	09/02/2013- 06/24/2014
67. Light, Kimberly	Ticket Seller	San Clemente HS	\$1,000.00	09/02/2013- 06/23/2014

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APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
68. Churchfield, Lynne	Sch Secretary II (10.75mo/40hpw)	Academic Advisor (10.75mo/40hpw)	R35-10	08/29/2013
69. Flaherty, Valerie	Inst Asst-Sp Ed Presch (9.5mo/17.5hpw)	Inst Asst-Sp Ed (9.5mo/17.5hpw)	R20-1	09/09/2013
70. Gerard, Marzi	Caregiver (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/17.5hpw)	R22-1	09/09/2013
71. Gonzalez, Hugo	Custodian I (12mo/40hpw)	Custodian II (12mo/40hpw)	R28-6	08/29/2013
72. Hannouche, Coralia	Blngl Presch Teacher (9.5mo/15hpw)	Blngl Presch Teacher (9.5mo/30hpw)	R32-2	09/09/2013
73. Herrera, Peter	Custodian I (12mo/40hpw)	Storekeeper/Delivery Driver (9.5mo/40hpw)	R28-15	09/09/2013
74. Lerum, Michelle	Personnel Asst (12mo/40hpw)	Sr. Staff Secretary (12mo/40hpw)	R37-10	08/29/2013
75. Mattera III, Ralph	MS Campus Supvr (9.5mo/15hpw)	HS Campus Supvr (9.5mo/17.5hpw)	R25-2	09/09/2013
76. Mushnick, Larissa	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-2	09/09/2013
77. Rusniaczek, Malia	Account Clerk II (12mo/40hpw)	Account Clerk III (12mo/40hpw)	R31-10	08/29/2013
78. Saaremagi-Mynes, Mari-Liis	Account Clerk II (12mo/40hpw)	Payroll Specialist (12mo/40hpw)	R32-1	08/29/2013

APPROVE REASSIGNMENTS

<u>Name</u>	<u>Former Position</u>	<u>Reassignment</u>	<u>Range Step</u>	<u>Effective Date</u>
79. Keniston, Kelsey	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/32.5hpw)	R22-1	08/29/2013
80. Trainer, Josephine	Health Asst (9.5mo/17.5hpw)	Intermediate Office Asst (12mo/40hpw)	R25-1	09/03/2013

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APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
81. Bernstein, Alexandra	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-1	09/09/2013

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
82. Casarrubias-Quin, Olivia	BIngl Clerk TAA NTE 120 hrs (Provide translation support for the transportation department)	R25-10	08/12/2013- 08/30/2013

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
83. Avila, Andrea	IF-Sp Ed TAA NTE 7.25 hrs (Attend CAT classes)	07/08/2013- 07/25/2013
84. Brierley, Magdalena	Presch Teacher TAA NTE 2 hrs (Attend community care licensing training)	07/15/2013- 09/30/2013
85. Centeno, Celina	Presch Site Facilitator TAA NTE 18 hrs (Attend Scholastic's "Big Day" curriculum planning meeting)	08/01/2013- 08/16/2013
86. Cervantes, Martha	Presch Site Facilitator TAA NTE 2 hrs (Attend community care licensing training)	07/15/2013- 09/30/2013
87. Denn, Anne	Inst Asst-Sp Ed TAA NTE 14 hrs (Attend CAT classes)	07/08/2013- 07/25/2013
88. Deracat, Emily	Inst Asst-Sp Ed TAA NTE 7.75 hrs (Attend CAT classes)	07/08/2013- 07/25/2013
89. Dillbeck, Stephanie	Elem Library Tech TAA NTE 20 hrs (Assist in organizing library after flood damage)	08/15/2013- 09/30/2013
90. Dodson, Penny	Inst Asst-Sp Ed TAA NTE 15.25 hrs (Attend CAT classes)	07/08/2013- 07/25/2013
91. Eden, Cristin	Presch Resource Teacher TAA NTE 8 hrs (Assist with classroom set up)	08/05/2013- 08/30/2013
92. Fogarty, Beth	Inst Asst-Sp Ed TAA NTE 14.25 hrs (Attend CAT classes)	07/08/2013- 07/25/2013

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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>
93. Garau, Kathleen	Inst Asst-Sp Ed TAA NTE 15.25 hrs (Attend CAT classes)	07/08/2013- 07/25/2013
94. Glesener, Patricia	Presch Teacher TAA NTE 2 hrs (Attend Scholastic's "Big Day" curriculum planning meeting)	08/01/2013
95. Goette, Jessica	IF-Sp Ed TAA NTE 11 hrs (Attend CAT classes)	07/08/2013- 07/25/2013
96. Grady, Sharon	IF-Sp Ed TAA NTE 4.25 hrs (Attend CAT classes)	07/08/2013- 07/25/2013
97. Gruden, Norma	BIngl Comm Svcs Liaison TAA NTE 40 hpw (Assist with state funded preschool registration)	08/05/2013- 08/23/2013
98. Guillen, Maria	Inst Asst-Sp Ed TAA NTE 15.25 hrs (Attend CAT classes)	07/08/2013- 07/25/2013
99. Hamidi, Zoila	Presch Teacher/Site Facilitator TAA NTE 13 hrs (Move to new classroom/site and curriculum planning) TAA NTE 2 hrs (Attend community care licensing training)	07/15/2013- 09/30/2013
100. Hannouche, Patty	PreschTeacher TAA NTE 20 hrs (Move to new classroom/site and curriculum planning)	07/15/2013- 08/30/2013
101. Harwood, Melinda	IF-Sp Ed TAA NTE 15.25 hrs (Attend CAT classes)	07/08/2013- 07/25/2013
102. Johnson, Karen	IF-Sp Ed TAA NTE 15 hrs (Attend CAT classes)	07/08/2013- 07/25/2013
103. Kane, Patty	School Clerk II TAA NTE 40 hrs (Assist with state funded preschool registration)	08/05/2013- 08/30/2013
104. Knowles, Gloria	IF-Sp Ed TAA NTE 15.25 hrs (Attend CAT classes)	07/08/2013- 07/25/2013
105. Kobel, Karen	Inst Asst-Sp Ed TAA NTE 15.25 hrs (Attend CAT classes)	07/08/2013- 07/25/2013
106. Lewis, Therese	Elem Library Tech TAA NTE 20 hrs (Assist in organizing library after flood damage)	08/15/2013- 09/30/2013
107. Lopez, Laura	Presch Teacher TAA NTE 20 hrs (Prepare classroom) TAA NTE 8 hrs (Attend Scholastic's "Big Day" curriculum planning meeting)	06/28/2013- 06/30/2013 08/01/2013- 08/16/2013

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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>
108. Norman, Ellesse	IF-Sp Ed TAA NTE 22.75 hrs (Attend CAT classes)	07/08/2013- 07/25/2013
109. Rios, Amada	Presch Site Facilitator TAA NTE 2 hrs (Attend community care licensing training)	07/15/2013- 09/30/2013
110. Romagnano, Catherine	Inst Asst-Sp Ed TAA NTE 9 hrs (Attend CAT classes)	07/08/2013- 07/25/2013
111. Sanders, Lorna	Presch Resource Teacher TAA NTE 8 hrs (Assist with school set up)	08/05/2013- 08/19/2013
112. Schwartz, Shelly	IF-Sp Ed TAA NTE 15.25 hrs (Attend CAT classes)	07/08/2013- 07/25/2013
113. Soto, Marta	Inst Asst-Sp Ed TAA NTE 15.25 hrs (Attend CAT classes)	07/08/2013- 07/25/2013
114. Stewart, Laura	IF-Sp Ed TAA NTE 30hpw (Continue work in July)	07/01/2013- 07/26/2013
115. Tye, Cynthia	Inst Asst-Sp Ed TAA NTE 15.25 hrs (Attend CAT classes)	07/08/2013- 07/25/2013
116. Vargas, Estrella	Presch Teacher TAA NTE 2 hrs (Attend community care licensing training)	07/15/2013- 09/30/2013
117. Villemaire, Lynne	Inst Asst-Presch TAA NTE 8 hrs (Assist with classroom set up)	08/05/2013- 08/30/2013
118. Ybarra, Gigi	Preschool Teacher TAA NTE 4 hrs (Conduct curriculum planning)	07/15/2013- 08/30/2013

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>
119. Dishno, Karen	MS Campus Supvr (9.5mo/17.5hpw)	Opportunity Asst	R24-5	09/09/2013
120. Vermillion, Diana	MS Campus Supvr (9.5mo/17.5hpw)	Opportunity Asst	R24-10	09/09/2013

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APPROVE SUMMER EMPLOYMENT

<u>Name</u>	<u>Current Position</u>	<u>Summer Position</u>	<u>Range Step</u>	<u>Effective Date</u>
121. Ames, Sharon	Sch Clerk II	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-15 R20-15	07/01/2013- 07/26/2013
122. Bacopulos, Dana	Inst Asst-Sp Ed	Sub IF-Sp Ed	R22-2	07/01/2013- 07/26/2013
123. Bianco, Vera	IF-Sp Ed	Sub Inst Asst-Sp Ed	R20-5	07/01/2013- 07/26/2013
124. Blanco, Margaret	BIngl Elem Sch Clerk	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-2 R20-2	07/01/2013- 07/26/2013
125. Bran, Cara	IF-Sp Ed	Sub Inst Asst-Sp Ed	R20-1	07/01/2013- 07/26/2013
126. Darakjian, Carole	Behavior Intervention Asst	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-14 R20-14	07/01/2013- 07/26/2013
127. Eiler, Christine	IF-Sp Ed	Sub Inst Asst-Sp Ed	R20-3	07/01/2013- 07/26/2013
128. Erickson, Neena	Inst Asst-Sp Ed	Sub IF-Sp Ed	R22-10	07/01/2013- 07/26/2013
129. Eyre, Ann	Sub Inst Asst	Sub Inst Asst-Sp Ed	R20-1	07/01/2013- 07/26/2013
130. Ferber, Marilyn	Sub Teacher	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-1 R20-1	07/01/2013- 07/26/2013
131. Fogarty, Beth	Inst Asst-Sp Ed	Sub IF-Sp Ed	R22-1	07/01/2013- 07/26/2013
132. Forino, Paula	Health Asst	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-6 R20-6	07/01/2013- 07/26/2013
133. Fuller, Diana	Health Asst	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-15 R20-15	07/01/2013- 07/26/2013
134. Gebauer, Gillian	Inst Asst-Sp Ed	Sub IF-Sp Ed	R22-2	07/01/2013- 07/26/2013
135. Gervais, Karen	IF-Sp Ed	Sub Inst Asst-Sp Ed	R20-10	07/01/2013- 07/26/2013
136. Goellner, Robin	Inst Asst-Sp Ed Presch	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-6 R20-6	07/01/2013- 07/26/2013
137. Gonzales, Monica	IF-Sp Ed	Sub Inst Asst-Sp Ed	R20-10	07/01/2013- 07/26/2013
138. Gunderson, Lisa	Health Asst	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-14 R20-14	07/01/2013- 07/26/2013
139. Herrscher, Janis	Sch Clerk II	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-9 R20-9	07/01/2013- 07/26/2013
140. Higi, Michelle	Inst Asst-Sp Ed	Sub IF-Sp Ed	R22-9	07/01/2013- 07/26/2013

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APPROVE SUMMER EMPLOYMENT (Cont.)

<u>Name</u>	<u>Current Position</u>	<u>Summer Position</u>	<u>Range Step</u>	<u>Effective Date</u>
141. Johnstone, Taylor	IF-Sp Ed	Sub Inst Asst-Sp Ed	R20-2	07/01/2013- 07/26/2013
142. Kelsey, Petah	Interpreter Hearing Impaired	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-4 R20-4	07/01/2013- 07/26/2013
143. Kimmell, Julie	IF-Sp Ed	Sub Inst Asst-Sp Ed	R20-10	07/01/2013- 07/26/2013
144. King, Jennifer	Sch Clerk II	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-4 R20-4	07/01/2013- 07/26/2013
145. Luna, Evette	Blnl Inst Asst- Presch	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-10 R20-10	07/01/2013- 07/26/2013
146. Marandi, Betty	Health Asst	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-1 R20-1	07/01/2013- 07/26/2013
147. Mattera, Ralph	MS Campus Supvr	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-2 R20-2	07/01/2013- 07/26/2013
148. Micalizzi, Tracy	Sub Inst Asst-Sp Ed	Sub IF-Sp Ed	R22-1	07/01/2013- 07/26/2013
149. Ohlinger, Susan	IF-Sp Ed	Sub Inst Asst-Sp Ed	R20-1	07/01/2013- 07/26/2013
150. Quam, Kira	IF-Sp Ed	Sub Inst Asst-Sp Ed	R20-1	07/01/2013- 07/26/2013
151. Rose, Maryanne	IF-Sp Ed	Sub Inst Asst-Sp Ed	R20-1	07/01/2013- 07/26/2013
152. Schauer, Ofilia	Inst Asst-Sp Ed	Sub Inst Asst-Sp Ed	R22-10	07/01/2013- 07/26/2013
153. Sheehan, Donna	Inst Asst-Sp Ed	Sub Inst Asst-Sp Ed	R22-9	07/01/2013- 07/26/2013
154. Shumate, Dagmar	Literacy Intervention Asst	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-20 R20-20	07/01/2013- 07/26/2013
155. Simpson, Gloria	IF-Sp Ed	Sub Inst Asst-Sp Ed	R20-10	07/01/2013- 07/26/2013
156. Simpson, Pat	IF-Sp Ed	Sub Inst Asst-Sp Ed	R20-10	07/01/2013- 07/26/2013
157. Webber, Wendy	Inst Asst-Sp Ed	Sub IF-Sp Ed	R22-2	07/01/2013- 07/26/2013
158. Weinell, Katie	IF-Sp Ed	Sub Inst Asst-Sp Ed	R20-2	07/01/2013- 07/26/2013
159. Wittman, Justin	Sub Teacher	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-1 R20-1	07/01/2013- 07/26/2013
160. Wright, Pam	IF-Sp Ed	Sub Inst Asst-Sp Ed	R20-19	07/01/2013- 07/26/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 28, 2013
Classified Employees

APPROVE SUMMER EMPLOYMENT (Cont.)

<u>Name</u>	<u>Current Position</u>	<u>Summer Position</u>	<u>Range Step</u>	<u>Effective Date</u>
161. Yamamoto, Laura	Inst Asst- Sp Ed	Sub IF-Sp Ed	R22-19	07/01/2013- 07/26/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 28, 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. Canelakes, Amanda	Teacher	Other Employment	09/01/2011	08/14/2013
2. Converse, Mary	Teacher	Retirement	09/02/1986	06/12/2013
3. Falcon, Maygualida	Teacher	Temp Contract Expired	10/02/2006	08/28/2013
4. Norman, Mary	Teacher	Deceased	09/01/1995	08/17/2013
5. Nowell, Diana	Teacher	Personal	09/01/1989	06/12/2013
6. Ryan, Catherine	Substitute Teacher	Relocation	10/15/2012	06/30/2013
7. Sundell, Patricia	Teacher	Other Employment	08/20/2004	07/30/2013
8. Wahl, Sharon	Teacher	Retirement	08/30/2002	06/30/2013

APPROVE EMPLOYMENT

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
9. Biggs, Robin	Teacher	\$48,312	A-1	09/05/2013
10. Bradshaw, Jolene	Teacher-Sp Ed	\$48,312	A-1	09/05/2013
11. Burke, Bridget	Teacher	\$48,312	A-1	09/05/2013
12. Cowan-Ruhlen, Ada	Teacher	\$48,312	A-1	09/05/2013
13. Flint, Danielle	Teacher	\$48,312	A-1	09/05/2013
14. Gustafson, Douglas	Teacher	\$54,341	B-3	09/05/2013
15. Horrigan, Rebecca	Teacher	\$48,312	A-1	09/05/2013
16. Klingbeil, Katie	Teacher	\$48,312	A-1	09/05/2013
17. Kulek, Julie	Speech Pathologist-80%	\$70,892	SP-1	09/03/2013
18. Parr, Linda	ETAP-II	\$81,258		08/29/2013
19. Primer, Marina	Teacher	\$48,312	A-1	09/05/2013
20. Ridley, Jeffrey	Teacher-Sp Ed	\$48,312	A-1	09/05/2013
21. Sanabria, Sergio	Teacher	\$48,312	A-1	09/05/2013
22. Stephens, Dara	ETAP-II	\$73,290	D-8	08/29/2013
23. Thompson, Scott	Teacher-40%	\$48,312	A-1	09/05/2013
24. Moser, Nathan	Teacher	\$48,312	A-1	09/05/2013
25. Wanders, Michelle	Teacher	\$48,312	A-1	09/05/2013
<u>Name</u>	<u>1st Year Probationary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
26. Bartaluzzi, Samuel	Intervention Specialist	\$57,605	D-1	08/29/2013
27. Kaufman, Joan	Intervention Specialist	\$48,312	A-1	08/29/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 28, 2013
Certificated Employees

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

28. Peek, Lisa

29. Tibbits, Therese

APPROVE 6/5th ASSIGNMENT 1st SEMESTER

30. Cahill, Stephen

33. Waldukat, Andreas

31. Porzuczek, Karin

34. Yancey, Steven

32. Shults-Amon, Leesa

APPROVE SPECIAL EDUCATION 6/5th ASSIGNMENT-FULL YEAR

35. Puccinelli, Sue

37. Williams, Pamela

36. Tapper, Joel

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
38. Andersen, Shari	Teacher-100%	Teacher-80%	07/01/2013
39. Dunn, Camille	Teacher-80%	Teacher-60%	07/01/2013
40. Gerken, Stacy	Teacher-100%	Teacher-80%	07/01/2013
41. Hine, Patricia	Teacher-100%	Teacher-80%	07/01/2013
42. Kluck, Jane	Leave of Absence	Teacher-80%	07/01/2013
43. Lindberg, Erica	Teacher-100%	Teacher-80%	07/01/2013
44. Love, Errin	TOSA-50%	TOSA-60%	07/01/2013
45. Martin, Angela	Teacher-100%	Teacher-60%	07/01/2013
46. Massaro, Charles	ETAP-II	Full-Time Release ETAP-II	
47. Rosien, Jennifer	Teacher-100%	Teacher-80%	07/01/2013
48. Signer, Jeffrey	Teacher-100%	Teacher-60%	07/01/2013

APPROVE PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
49. Signer, Jeffrey	Teacher-100%	Teacher-60%	07/01/2013

APPROVE ADULT EDUCATION TEACHERS

Pay @ \$32.00 per hour

50. Abedi, Lora

52. Leveque, Maryly

51. Dempsey, Patrice

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 28, 2013
Certificated Employees

APPROVE SUMMER SCHOOL

Extended School Year – Administrator – Special Education

Not to exceed 1 hour pay @ \$55.00 per hour
07/01/2013-07/31/2013

53. Dore, Judy

Extended School Year – Administrator Substitute – Special Education

Not to exceed 5 hours pay @ \$55.00 per hour
07/01/2013-07/31/2013

54. Sabol, Amy

Extended School Year – Preparation – Special Education

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour
07/01/2013-07/31/2013

55. Exworthy, Mark

Extended School Year – Preschool Teacher – Special Education

Not to exceed 4 hours instructional pay @ \$35.00 per hour
07/01/2013-07/26/2013

56. Mannaert, Stephanie

59. Sadler, Rachel

57. Morrill, Leah

60. Waldron, April

58. Radley, Kirstee

Extended School Year – Substitute Teacher – Special Education

Not to exceed 30 hours pay @ \$18.00 per hour
07/01/2013-07/31/2013

61. Beechen, Martin

62. McIvor, Laurie

Extended School Year – Teacher – Special Education

Not to exceed 9 hours instructional pay @ \$35.00 per hour
07/01/2013-07/31/2013

63. Tayne, Julie

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 28, 2013
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS

Cooperative Learning Training – Viejo Elem

Not to exceed 12 hours non-instructional pay @ \$30.00 per hour
09/03/2013-09/04/2013

64. Acero, Teresa
65. Becerra, Jesus
66. Belmont, Kim
67. Farias, Sandra
68. Fernandez, Irma

69. Garcia, Monica
70. Guite, Lauren
71. Jalalian, Denyve
72. Mackay, Frances
73. Ramirez, Leslie

Assist in Closing out the Federal Grant Program – Adult Education

Not to exceed 19.5 hpw @ \$32.00 per hour
08/01/2013-08/15/2013

74. Ibbotson, Jill

Coordinate and Teach ESL Program – Adult Education

Not to exceed 29.5 hpw @ \$32.00 per hour
09/06/2013-06/24/2014

75. Ibbotson, Jill

Coordinate and Teach HSD/GED Program – Adult Education

Not to exceed 29.5 hpw @ \$32.00 per hour
09/06/2013-06/24/2014

76. McPhillips, Nancy

Teach ESL Program – Adult Education

Not to exceed 19.5 hpw @ \$32.00 per hour
09/06/2013-06/24/2014

77. Beron, Ron
78. Cooney, Bill
79. Corrales, Javier
80. Daggett, Georgette
81. Futami, Kimberly
82. Lewis, Jane
83. Lu, Jenni
84. McDevitt, Nicole

85. Skarinm Deborah
86. Smith, Kathryn
87. Sommerville, Nancy
88. Thomas, Meredith
89. Tomlinson, Kristen
90. Waterbury, Linda
91. Weaver Bogusiewicz, Kelley

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 28, 2013
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Teach HSD/GED – Adult Education

Not to exceed 19.5 hpw pay @ \$31.00 per hour
09/06/2013-06/24/2014

92. Brotherton, Jill	95. Hansen, Ivan
93. Corrales, Javier	96. Unzueta, Gabriell
94. Danielle Wallace	

Not to exceed 19.5 hpw pay @ \$32.00 per hour
09/06/2013-06/24/2014

97. Ambrosini, Linda	104. Melberg, Nadine
98. Fenstermaker, Mary	105. Mulligan, Shawn
99. Hanson, Kathryn	106. Olsen, Susan
100. Hillabrant, Jill	107. Rice, Janet
101. Hochgesang, Barbara	108. Unzueta, Gabriell
102. Leveque, Maryly	109. Vermeulen, Don
103. Lopata, Kelley	110. Woolley, Dianne

Teach the Parent and Me Program – Adult Education

Not to exceed 19.5 hpw @ \$32.00 per hour
09/06/2013-06/24/2014

111. Arman, Carrie	114. McCartney, Kristen
112. Lawson, Walter	115. Peviani, Patti
113. Marcot, Wendy	116. Weller, Debra

Teach the Parent and Me/HSD Program – Adult Education

Not to exceed 19.5 hpw @ \$32.00 per hour
09/06/2013-06/24/2014

117. Moe, Lori

Teach the Vocational Education Program – Adult Education

Not to exceed 19.5 hpw @ \$32.00 per hour
09/06/2013-06/24/2014

118. Costa, Ross	122. Lawson, Walter
119. Easley, Mary Ann	123. Luttrell, John
120. Istrate, Lavinia	124. Vartanian, Laurie
121. Klein, Ann	

Teach the Vocational Education Program/HSD Program – Adult Education

Not to exceed 19.5 hpw @ \$32.00 per hour
09/06/2013-06/24/2014

125. Miertschin, Lauren

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 28, 2013
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

CCSS Writing Team – Education Services

Not to exceed 15 hours each non-instructional pay @ \$30.00 per hour
07/10/2013-07/11/2013

- | | |
|------------------------|-------------------------|
| 126. Anderson, Cindy | 140. Martin-Wilson, Liz |
| 127. Beninga, Rita | 141. Ortiz, Ryan |
| 128. Campbell, Maria | 142. Paz Soldan, Paola |
| 129. Carney, Teri | 143. Pitkin, Bonny |
| 130. Gorney, Debbie | 144. Platt, Caroline |
| 131. Guite, Lauren | 145. Ramirez, Leslie |
| 132. Hemenway, Nancy | 146. Reimer, Nona |
| 133. Heuer, Tracey | 147. Schild, Natalie |
| 134. Hunner, Megan | 148. Slee, Elisa |
| 135. Iverson, Brandy | 149. Swanson, Celeste |
| 136. Johnson, Carter | 150. Takacs, Lynn |
| 137. Johnson, Marsha | 151. Thibault, Bobbie |
| 138. Josephson, Shonna | 152. White, Sally |
| 139. Love, Errin | 153. Wiseman, Holly |

Serving on the SBRC Task Force – Education Services

Not exceed 3 hours non-instructional pay @ \$30.00 per hour
07/08/2013

- | | |
|----------------------|---------------------|
| 154. Johnson, Carter | 156. White, Sally |
| 155. Skyes, Marie | 157. Wiseman, Holly |

Additional Speech Pathology Service Hours – Special Education

Not to exceed 4 hours instructional pay @ hourly per diem rate
07/01/2013-07/26/2013

158. Blinn, Jim

Complete Federally Mandated Assessment for an Early Start Referral – Special Education

Not to exceed 10 hours non-instructional pay @ hourly per diem rate
07/10/2013-07/31/2013

159. Cross, Melinda

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 28, 2013
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
160. Puccinelli, Sue	Activities Director	Vista Del Mar MS	\$3,478.00	09/09/2013-06/24/2014
161. Hobbs, Liner	Annual Yearbook	Vista Del Mar MS	\$3,044.00	09/09/2013-06/24/2014
162. Guzman, Carla	Peer Assistance Leadership	Vista Del Mar MS	\$1,304.00	09/09/2013-06/24/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 28, 2013

**RECOMMENDATION OF EMPLOYMENT AGREEMENT
WITH CAPISTRANO UNIFIED MANAGEMENT ASSOCIATION
JULY 1, 2013 – JUNE 30, 2014**

BACKGROUND INFORMATION

On June 27, 2013, the State of California adopted a new state funding model for public schools. The Local Control Funding Formula (LCFF) is significantly different than the current base revenue system. As a result, the State has informed Districts actual funding formulas will not be available until the 2014-2015 school year. In addition, full implementation of LCFF is expected to occur over the next eight years. Increased revenues at the state level combined with this revised school funding formula marks a turning point for the District that has made over \$140 million dollars in budget cuts over the previous five years. Just as the State is transitioning into a new funding formula, this year will also be a transitional period for the District as it begins to restore programs and services for students and employees.

It is expected 2012-2013, will be remembered as the worst fiscal year school districts experienced across the state. While the District will receive additional revenue for 2013-2014, compensation cuts by employees remain necessary.

Therefore, the CUMA employment agreement for 2013-2014 achieves this objective by implementing:

- Seven furlough days for twelve month management positions
- Six furlough days for less than twelve month management positions
- A half-year salary schedule freeze

Certain certificated management positions are eligible for common core state standards funding for their participation in professional development. As a result, they will have three additional furlough days which will be bought back utilizing this restricted funding source. The end result is each CUMA member will have the compensation reductions as outlined above.

CURRENT CONSIDERATIONS

The purpose of this agenda item is to seek approval of the 2013-2014 employment agreement between CUMA and the District.

FINANCIAL IMPLICATIONS

The total estimated fiscal impact of this agreement is a savings to the District of approximately \$820,880 for the 2013-2014 fiscal year. This amount represents CUMA's portion of the targeted budget reductions.

STAFF RECOMMENDATION

It is recommended the Board approve the Employment Agreement with CUMA.

