

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

REVISED  
5-9-14

BOARD OF TRUSTEES  
Regular Meeting

May 14, 2014

Closed Session 5:30 p.m.  
Open Session 7:00 p.m.

**AGENDA**

**CLOSED SESSION AT 5:30 P.M.**

**1. CALL TO ORDER**

**2. CLOSED SESSION COMMENTS**

**3. CLOSED SESSION (as authorized by law)**

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

Dr. Joseph M. Farley/Jodee Brentlinger/Isabel C. Safie  
Significant Exposure to Litigation – One Case  
(Pursuant to Government Code §54956.9)

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

Number of Cases – One  
Office of Administrative Hearings  
Case Number 2014010758  
(Pursuant to Government Code §54956)

**C. CONFERENCE WITH LABOR NEGOTIATORS**

Dr. Joseph M. Farley/Jodee Brentlinger/Clark Hampton  
Employee Organizations:  
1) Capistrano Unified Education Association (CUEA)  
2) California School Employees Association (CSEA)  
3) Teamsters  
4) Unrepresented Employees (CUMA)  
(Pursuant to Government Code §54957.6)

**D. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**

Superintendent  
(Pursuant to Government Code §54957)

**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**

*Karen Gauthier, Yeon Choi, and Anthony Tubbs – CUSD Teachers of the Year  
Student Body President's Report – Adult Transition*

### **BOARD AND SUPERINTENDENT COMMENTS**

### **ORAL COMMUNICATIONS (Non-Agenda Items)**

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

## **DISCUSSION/ACTION ITEMS**

### **1. DISTRICT ENGLISH LEARNER ADVISORY COMMITTEE ANNUAL REPORT :**

California Education Code §52176 specifies that each California public school district, grades kindergarten through 12, with 51 or more English learners must form a District English Learner Advisory Committee (DELAC), who is responsible for advising the district's local governing board on programs and services for English learners. Parents or guardians of English learners not employed by the district must constitute a majority of membership of the committee. The DELAC is responsible for advising the district's local governing board on the development or revision of a district master plan of education programs and services for English learners, conducting a districtwide needs assessment on a school-by-school basis, and establishment of district programs, goals, and objectives for programs and services for English learners. The DELAC is also responsible for advising the local governing board on the development of a plan to ensure compliance with any applicable teacher and instructional aide requirements, administration of the annual language census, review and comment on the district's reclassification procedures, and review and comment on the written notifications required to be sent to parents and guardians. The DELAC is composed of a President, Vice President, Secretary, Parliamentarian, and one parent member from each school's English Learner Advisory Committee. English learner teacher advisors are encouraged to attend. This presentation will provide the DELAC highlights for 2013-2014, establish the DELAC goals for 2014-2015, and recommend English learner priorities for the District.

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

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

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

#### **Staff Recommendation**

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, Elementary, to present information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

INFORMATION/  
DISCUSSION  
Page 1  
**EXHIBIT 1**

2. **SELECTION OF A SCHOOL NAME FOR THE NEW K-8 CAMPUS IN RANCHO MISSION VIEJO:**

Rancho Mission Viejo is planning a multi-phased construction project in the District requiring the construction of one K-8 school in the near future and additional schools later. Initial plans are progressing for the K-8 campus so it is appropriate to begin the school name selection process. At the Board meeting of June 26, 2013, the Board decided that all Trustees would serve on the school naming committee, per Board Policy 7511. The exhibit to this item includes a summary of school names recommended to date for the campus.

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

***Contact: Joseph M. Farley, Superintendent***

Staff Recommendation

It is recommended the Board President recognize Joseph M. Farley, Superintendent, to present this item and answer any questions concerning the naming of the new school.

Following discussion, it is recommended the Board of Trustees provide direction to staff.

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

3. **LOCAL CONTROL ACCOUNTABILITY PLAN UPDATE:**

This item presents an update on the District's draft Local Control Accountability Plan (LCAP). The LCAP is designed to be a planning and accountability tool for the District, with a focus on low-income students, English learners, and foster youth. The State Board of Education has created an LCAP template that all districts must use, with the following three sections: Stakeholder Engagement; Goals and Progress Indicators; and Actions, Services, and Expenditures. The District's draft LCAP has been prepared based on consultation with stakeholder groups.

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

***Contacts: Julie Hatchel, Assistant Superintendent, Education Services, Elementary***  
***Michelle Le Patner, Assistant Superintendent, Education Services, Secondary***

Staff Recommendation

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, Elementary, and Michelle Le Patner, Assistant Superintendent, Education Services, Secondary, to present information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

4. **CONTINUUM OF OFFERINGS FOR DISTRICT IMMERSION PROGRAMS:**

The District currently offers four immersion programs, including three Two-Way Immersion Spanish programs (TWIS) and one Mandarin Immersion Program (MIP). The TWIS programs at San Juan and Las Palmas elementary schools have established a full continuum of learning from kindergarten through 12<sup>th</sup> grade. The District's newest programs at Viejo (TWIS) and Bergeson (MIP) Elementary Schools have not yet established a full continuum of learning through 12<sup>th</sup> grade, as students participating in these programs are still in their primary years of education. This item presents a staff recommendation to extend the learning continuums of the Viejo Elementary TWIS and Bergeson Elementary MIP programs through middle and high school.

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

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

DISCUSSION/  
ACTION

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**EXHIBIT 2**

INFORMATION/  
DISCUSSION

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**EXHIBIT 3**

INFORMATION/  
DISCUSSION

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**EXHIBIT 4**

Staff Recommendation

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, Elementary to present information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

**5. TEAMSTERS CONTRACT REOPENER PROPOSAL FOR THE 2014-2015 SCHOOL YEAR:**

The current collective bargaining agreement between the District and Teamsters Local 952 expires on June 30, 2014. On January 8, 2014, the Teamsters proposal requested reopening Article 4: Grievance Procedures. On March 26, 2014, the District proposal reopened Article 18: Transportation Provisions. On April 29, 2014, Teamsters provided the District another reopener proposal to discuss Article 17: Discipline. Board Policy 4143.1, Public Notice-Issues of Meeting and Negotiations describes the steps to be taken by the Board and its authorized representatives in order to enter into a new agreement with an exclusive bargaining unit.

***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 accept receipt of the Teamsters contract reopener proposal for the 2014-2015 school year.

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

**6. RESOLUTION NO. 1314-49, RESOLUTION AND ORDER OF BIENNIAL TRUSTEE ELECTION SPECIFICATIONS OF THE ELECTION ORDER:**

Adoption of Resolution No. 1314-49, pertaining to the election of Trustees to serve in Trustee Area 4 (Anna Bryson), Trustee Area 6 (Ellen Addonizio), and Trustee Area 7 (Lynn Hatton-Hodson) will consolidate the Trustee election with the federal, state, and municipal elections to be held on November 4, 2014. The financial impact for the election expenses will be included in the 2014-2015 budget.

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

***Contact: Joseph M. Farley, Superintendent***

Staff Recommendation

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1314-49, Resolution and Order of Biennial Trustee Election and Specifications of the Election Order.

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

ROLL CALL:

Student Advisor Leilah Rodriguez \_\_\_\_\_

Trustee Addonizio \_\_\_\_\_

Trustee Bryson \_\_\_\_\_

Trustee Hanacek \_\_\_\_\_

Trustee Hatton-Hodson \_\_\_\_\_

Trustee Pritchard \_\_\_\_\_

Trustee Reardon \_\_\_\_\_

Trustee Alpay \_\_\_\_\_

DISCUSSION/  
ACTION

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**EXHIBIT 5**

DISCUSSION/  
ACTION

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**EXHIBIT 6**



## 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. <b>SCHOOL BOARD MINUTES:</b><br>Approval of the minutes of the April 23, 2014, special Board meeting.<br><i>Contact: Jane Boos, Manager, Board Office Operations</i>  | Page 25<br><b>EXHIBIT 7</b>  |
| 8. <b>SCHOOL BOARD MINUTES:</b><br>Approval of the minutes of the April 23, 2014, regular Board meeting.<br><i>Contact: Jane Boos, Manager, Board Office Operations</i>  | Page 27<br><b>EXHIBIT 8</b>  |
| 9. <b>SCHOOL BOARD MINUTES:</b><br>Approval of the minutes of the April 25, 2014, special Board meeting.<br><i>Contact: Jane Boos, Manager, Board Office Operations</i>  | Page 39<br><b>EXHIBIT 9</b>  |
| 10. <b>SCHOOL BOARD MINUTES:</b><br>Approval of the minutes of the April 28, 2014, special Board meeting.<br><i>Contact: Jane Boos, Manager, Board Office Operations</i>   | Page 41<br><b>EXHIBIT 10</b> |
| 11. <b>SCHOOL BOARD MINUTES:</b><br>Approval of the minutes of the April 29, 2014, special Board meeting.<br><i>Contact: Jane Boos, Manager, Board Office Operations</i>   | Page 43<br><b>EXHIBIT 11</b> |
| 12. <b>SCHOOL BOARD MINUTES:</b><br>Approval of the minutes of the May 1, 2014, special Board meeting.<br><i>Contact: Jane Boos, Manager, Board Office Operations</i>  | Page 45<br><b>EXHIBIT 12</b> |
| 13. <b>RESOLUTION NO. 1314-47, CALIFORNIA DAY OF THE TEACHER:</b><br>Approval of Resolution No. 1314-47, recognition of May 14, 2014, as "California Day of the Teacher." This resolution serves as official notice to all employees, as well as all citizens of the District, of the Board's recognition of the excellent service provided by its certificated staff. There is no financial impact.<br><i>CUSD Strategic Plan Pillar 1: Community Relations</i><br><i>Contact: Stephen Nichols, Chief Communications Officer</i>        | Page 47<br><b>EXHIBIT 13</b> |
| 14. <b>RESOLUTION NO. 1314-48, CLASSIFIED SCHOOL EMPLOYEES WEEK:</b><br>Approval of Resolution No. 1314-48, recognition of May 18-24, 2014, as "Classified School Employees Week." This resolution serves as official notice to all employees, as well as all citizens of the District, of the Board's recognition of the excellent service provided by its classified staff. There is no financial impact.<br><i>CUSD Strategic Plan Pillar 1: Community Relations</i><br><i>Contact: Stephen Nichols, Chief Communications Officer</i> | Page 48<br><b>EXHIBIT 14</b> |

## **CURRICULUM & INSTRUCTION**

15. **AMENDMENT TO AGREEMENT NO. FCI-SD-04 WITH CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY:** Page 51  
EXHIBIT 15  
Ratification of Amendment 03 to Agreement No. FCI-SD-04 with Children and Families Commission of Orange County. Amendment 03 awards an additional \$135,000 to the contractor to provide additional services for the Early Development Index Project from July 1, 2012, to June 30, 2014, pursuant to the terms and conditions of the original agreement. This agreement facilitates the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development as set forth in the California Children and Families Act of 1998.  
*CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services, Elementary*
16. **RESOLUTION NO. 1314-46, ACCEPTANCE OF AGREEMENT FCI-SD-04 BETWEEN CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AND CAPISTRANO UNIFIED SCHOOL DISTRICT:** Page 65  
EXHIBIT 16  
Approval of Resolution No. 1314-46 will authorize the District to approve the Agreement FCI-SD-04 between Children and Families Commission of Orange County, with the California Department of Education, for the purpose of facilitating the creation and implementation of an integrated, comprehensive system of information and services to enhance optimal early childhood development as set forth in the California Children and families Act of 1998. Approval of the Agreement for the provision of services from Term 1 July, 1, 2011, through June 30, 2015, as identified in Amendment 03. The Children and Families Commission will provide the District the amount of \$581,550 for the provision of services.  
*CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services, Elementary*
17. **MEMORANDUM OF UNDERSTANDING WITH BIG BROTHERS BIG SISTERS OF ORANGE COUNTY:** Page 67  
EXHIBIT 17  
Approval of the Memorandum of Understanding (MOU) with Big Brothers Big Sisters of Orange County. This item presents an MOU between Big Brothers Big Sisters of Orange County and the District. The Acknowledgement of Services outlines roles and responsibilities for the development and growth of the Big Brothers Big Sisters program at Kinoshita Elementary School, pairing a maximum of 20 elementary students with high school mentors for the 2014-2015 school year.  
*CUSD Strategic Plan Pillar 1: Community Relations*  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services, Elementary*
18. **MEMORANDUM OF UNDERSTANDING WITH ORANGE COUNTY QUALITYSTART OC:** Page 71  
EXHIBIT 18  
Approval of the Memorandum of Understanding with Orange County QualityStart OC, for 2013-2014 and 2014-2015. The purpose of QualityStart OC Quality Rating and Improvement System is to design and implement a comprehensive quality rating system, and to support defined elements of quality improvement in early childhood educational programs in Orange County. There is no financial impact.  
*CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services, Elementary*

19. **MEMORANDUM OF UNDERSTANDING WITH SCHOOLS ON WHEELS, INCORPORATED:** Page 77  
**EXHIBIT 19**  
 Approval of the Memorandum of Understanding (MOU) with School on Wheels, Incorporated. This item presents an MOU between School on Wheels, Inc. and the District. School on Wheels, Inc. is a non-profit 501(c)(3) agency founded in 1993 by Agnes Stevens, a retired teacher. School on Wheels, Inc. volunteers enhance educational opportunities for K-12 students in homeless situations by providing one-on-one tutoring at a location convenient for the student. This MOU addresses the agreement to provide facilities.  
*CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services, Elementary*
20. **STUDENT TEACHING AGREEMENT – BIOLA UNIVERSITY:** Page 79  
**EXHIBIT 20**  
 Approval of student teaching agreement with Biola University. During the school year, master teachers are selected to work with student teachers to fulfill the requirements for student teaching at various institutes of higher education. Student teaching is the fieldwork experience necessary to earn a teaching credential. *CUSD Strategic Plan Pillar 1: Community Relations*  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services, Elementary*
21. **STUDENT TEACHING AGREEMENT – UNIVERSITY OF SOUTHERN CALIFORNIA:** Page 81  
**EXHIBIT 21**  
 Approval of student teaching agreement with University of Southern California. During the school year, master teachers are selected to work with student teachers to fulfill the requirements for student teaching at various institutes of higher education. Student teaching is the fieldwork experience necessary to earn a teaching credential.  
*CUSD Strategic Plan Pillar 1: Community Relations*  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services, Elementary*
22. **STUDENT TEACHING AGREEMENT – CALIFORNIA STATE UNIVERSITY FULLERTON:** Page 87  
**EXHIBIT 22**  
 Approval of student teaching agreement with California State University, Fullerton. During the school year, master teachers are selected to work with student teachers to fulfill the requirements for student teaching at various institutes of higher education. Student teaching is the fieldwork experience necessary to earn a teaching credential.  
*CUSD Strategic Plan Pillar 1: Community Relations*  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services, Elementary*
- BUSINESS & SUPPORT SERVICES**
23. **PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:** Page 91  
**EXHIBIT 23**  
 Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The expenditures related to the listed purchase orders and commercial warrants included in this item were previously authorized as part of the District's budget approval process. The purchase orders total \$1,422,913.07 and the commercial warrants total \$8,698,640.69. 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*

**24. DONATION OF FUNDS AND EQUIPMENT:**

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$152,918.71 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*

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**EXHIBIT 24**

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

Approval of the District standardized Independent Contractor, Professional Services, Master Contract, and Field Service Agreements. Due to state budget cuts to schools over the last several years, staff requests contractors to reduce their fees for services by ten percent. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The exhibit shows two new agreements totaling \$55,000, three new agreement ratifications totaling \$102,105, one extension to an existing agreement totaling \$30,000, one extension ratification to an existing agreement totaling \$114,225, and four amendment ratifications to an existing agreements totaling \$9,075.58. Due to the size of the contract documents, the General Conditions for each type of agreement are posted online on the District's Board Agendas and Supporting Documentation page.

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

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

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

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**EXHIBIT 25**

**26. SPECIAL EDUCATION SETTLEMENT AGREEMENT:**

Approval of the ratification of special education Settlement Agreement Case #2014030439. Due to the confidential nature of the agreement, supporting information is provided to Trustees under separate cover. Expenditures under this agreement are limited to \$21,740, funded by special education funds.

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

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

**27. RESOLUTION NO. 1314-45, TRANSITION PARTNERSHIP PROJECT INTERAGENCY AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF REHABILITATION:**

Approval of Resolution No. 1314-45, Transition Partnership Project Interagency Agreement with the California Department of Rehabilitation. This resolution authorizes staff to execute the Transition Partnership Project Interagency Agreement with the California Department of Rehabilitation. This Agreement provides funding to the District and the local Department of Rehabilitation office to transition students into competitive employment. Specifically, the funding provides for case management staff, pre-employment training, job placement, staff-development services, and clerical support. These services are conducted collaboratively between the District and the local Department of Rehabilitation office. In addition, the District will also receive the services of two state Department of Rehabilitation counselors to plan and coordinate the provision of support services. The District will receive a total of approximately \$746,322 per year. Due to the size of the document, a copy of the Agreement will be posted online on the District Board Agendas and Supporting Documentation page.

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

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**EXHIBIT 27**

28. **JOINT POWERS AGREEMENT – SUPPLEMENTAL LAW ENFORCEMENT SERVICES, COUNTY OF ORANGE:** Page 209  
**EXHIBIT 28**  
Approval of a Joint Powers Agreement with County of Orange Sheriff-Coroner Department to provide supplemental law enforcement services, as needed by the District. This Agreement covers services for the period of July 1, 2014, through June 30, 2015. The contractor will provide services at the rates indicated in the Agreement, paid by the general fund and various site funds, depending on the services requested. Expenditures are limited to \$20,000.  
*CUSD Strategic Plan Pillar 2: Safe and Healthy Schools*  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
29. **RATIFICATION OF INCOME AGREEMENT – ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:** Page 221  
**EXHIBIT 29**  
Ratification of the Income Agreement No. 40371 with the Orange County Superintendent of Schools to provide the services of Joselynn Jaques for speech and language assessments and consultations for District students. The contractor will provide services at the rate of \$125 per hour, not-to-exceed \$9,000, for the period of January 28, 2014, through June 30, 2014, funded by special education.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
30. **EXTENSION OF SOFTWARE LICENSE AND SUPPORT AGREEMENT FOR REQUEST FOR QUALIFICATIONS NO. 7-1011, STUDENT ASSESSMENT AND DATA ANALYSIS SYSTEM, ILLUMINATE EDUCATION, INCORPORATED:** Page 227  
**EXHIBIT 30**  
Approval of the Extension of Software License and Support Agreement with Illuminate Education, Incorporated to provide a software system and support for data and assessment management. The vendor has agreed to maintain the same pricing structure negotiated through the Request for Qualification process. Annual expenditures under this contract are limited to \$204,000, funded by Microsoft Voucher funds.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
31. **EXTENSION OF AGREEMENT JUVENILE COURT WORK PROGRAM SERVICES – COUNTY OF ORANGE:** Page 241  
**EXHIBIT 31**  
Approval of the extension of the Agreement for Juvenile Court Work Program Services with the County of Orange to provide weed abatement services on District slopes and grounds. The services are performed by juvenile probationers under the administration of the County of Orange Chief Probation Officer. The contractor will provide services at the rates indicated in the agreement, paid from the general fund. Expenditures are limited to \$20,000.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
32. **AMENDMENT TO AGREEMENT BID NO. 1314-21, PAINTING SERVICES, J. L. COBB COMPANY:** Page 257  
**EXHIBIT 32**  
Approval of the Amendment to Agreement Bid No. 1314-21 for painting services provided by J. L. Cobb Co. This contract shall be amended reducing the Faithful Performance Bond and the Payment Bond each to \$150,000 from \$250,000. Total annual expenditures utilizing this contract are estimated to be \$250,000, funded by the appropriate accounts.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*

**33. AWARD REQUEST FOR PROPOSAL NO. 12-1314, ABSENCE MANAGEMENT SYSTEM, FRONTLINE TECHNOLOGIES, INCORPORATED:**

Approval of the award of Request for Proposal No. 12-1314, Absence Management System to Frontline Technologies, Incorporated. The District received three proposals. Frontline Technologies, Incorporated was selected based on the company's automated substitute placement and absence management system, Aesop, and the time and attendance system, VeriTime. The program is the largest education-fulfillment system in the country, automating the process of absence management and substitute procurement using both telephone and Internet technologies. The terms and conditions of the contract are still being negotiated. Once the contract has been finalized, it will be brought forward for legal review and submitted to the Board for approval.

The estimated fiscal impact for the substitute management module will not exceed \$35,000 in year one, with an ongoing annual renewal fee of \$29,000. The time and attendance module will not exceed \$35,000 in year one, with an ongoing annual renewal fee of \$28,000. The time and attendance module is still under consideration pending further evaluation and may not be implemented until late in the 2014-2015 school year. The proposals, evaluation criteria, and rating sheets are available in the Purchasing Department for review. For more information, please contact Terry Fluent, Director, Purchasing, at (949) 234-9436.

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

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

**34. AWARD REQUEST FOR PROPOSAL NO. 11-1314, CENTRALIZED LIBRARY, TEXTBOOK, AND ASSET MANAGEMENT SYSTEM, FOLLETT SCHOOL SOLUTIONS, INCORPORATED:**

Approval of the award of Request for Proposal No. 11-1314, Centralized Library, Textbook, and Asset Management System to Follett School Solutions, Incorporated. The District received four proposals. Follett School Solutions, Incorporated was selected based on the company's resource management system, Destiny Resource Management. The program is a K-12 complete, turnkey educational resource management solution. Follett offers three modules: Destiny Library Manager, Destiny Textbook Manager, and Destiny Asset Manager. The terms and conditions of the contract are still being negotiated. Once the contract has been finalized, it will be brought forward for legal review and submitted to the Board for approval. The estimated fiscal impact for the Destiny Library and Textbook Manager modules will not exceed \$150,000 in year one, with an ongoing annual renewal fee of \$65,000. The Destiny Asset Manager module will not exceed \$101,000 in year one, with an ongoing annual renewal fee of \$42,000. The Asset Manager module is still under consideration pending further evaluation and may not be implemented until late in the 2014-2015 school year. The proposals, evaluation criteria, and rating sheets are available in the Purchasing Department for review. For more information, please contact Terry Fluent, Director, Purchasing, at (949) 234-9436.

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

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

**35. GOVERNMENT CLAIM 14-16027 DP:**

Rejection of Claim Number 14-16027 DP filed against the District. This item pertains to a claim filed against the District by Solomon Mishkanian on behalf of his son, a minor student. The claim alleges the District should be held responsible for injuries allegedly sustained when the student fell from an inflatable device. This claim has been forwarded to Sassan Party On! Rentals, owner of the inflatable device which was allegedly faulty. This action establishes procedural timelines.

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

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

## **PERSONNEL SERVICES**

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

Page 271  
**EXHIBIT 36**

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***

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

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**EXHIBIT 37**

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***

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

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

ROLL CALL:

Student Advisor Leilah Rodriguez \_\_\_\_\_

Trustee Addonizio \_\_\_\_\_

Trustee Bryson \_\_\_\_\_

Trustee Hanacek \_\_\_\_\_

Trustee Hatton-Hodson \_\_\_\_\_

Trustee Pritchard \_\_\_\_\_

Trustee Reardon \_\_\_\_\_

Trustee Alpay \_\_\_\_\_

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

## **ADJOURNMENT**

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

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

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY,  
MAY 28, 2014, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE  
BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

For information regarding Capistrano Unified School District, please visit our website: [www.capousd.org](http://www.capousd.org)

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

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

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

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

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

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

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

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

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

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

### REASONABLE ACCOMMODATION

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



## District English Learner Advisory Committee **Annual Report 2014**



## **Role of DELAC**

The District English Learner Advisory Committee (DELAC) is a group of parents and staff that serve in an advisory capacity. One of the main roles of the DELAC is to assist in advising the District of the priorities of the students who currently receive English learner services.

## **About Our English Learners**

Of the 53,785 students in CUSD, 5,404 (10%) are identified as English learners and an additional 5,281 were English learners but reclassified or were initially designated as Fluent English Proficient (FEP), therefore, a total of 19.87% of CUSD's total student population come from bilingual families. These students come from diverse backgrounds with 46 languages other than English represented - the top five being Spanish, Farsi, Vietnamese, Korean, and Filipino.

## **Our Goal for English Learners**

English learners have two academic objectives; they must become proficient with academic English as well as master grade level content required of all students. This learning must occur simultaneously, which requires teachers to attend not only to the grade level content instruction, but the language needs of their students. Research tells us it takes 4-7 years for an English learner student to develop English language skills that equally match those of native English language speakers. Our goal is to ensure we support all CUSD English learners in reaching this level of English proficiency and meeting the reclassification criteria.

## **Successes of 2013-2014**

- Increased DELAC participation through training and enhanced communication with parents, Principals, and English learner Teacher Advisors
- Revised the ELAC Parent Survey to simplify the format and revised the content to make it more pertinent to current parent needs and interests
- Reviewed the Reclassification process to provide parents with an increased awareness of its importance towards academic achievement

- Data review and stakeholder engagement for the development of the Local Control Accountability Plan
- Reviewed Common Core State Standards (CCSS) and Smarter Balanced Assessment Consortium (SBAC) for better understanding of new expectations for student achievement and outlined strategies for parents to support their child
- DELAC was honored to have involvement from Trustee Jim Reardon and Assistant Superintendents Julie Hatchel and Michelle LePatner. Thank you for joining our meetings.
- Continued CUSD English Learner Task Force comprised of Principals, English learner Teacher Advisors, Bilingual Community Services Liaison, and parents
- 75 parents participated in the Padres Promotores parent training program in partnership with University of California, Irvine, Saddleback College, and Mission Hospital.



- 130 parents and their English learner children participated in and graduated from the Parent Institute for Quality Education (PIQE) 9-week parent education program.



### **Goals for the Coming Year**

- Update and revise the Master Plan for English Learners in collaboration with the CUSD English Learner Task Force
- Strengthen parent education programs by expanding PIQE, and establishing standardized parent presentations on topics such as a-g for school sites
- Enhance District/school/parent communication through translation of documents
- Strengthen partnership between ELAC and PTA
- Support schools with ELAC compliance requirements
- Revision of Reclassification process with new assessment in place of CST

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

May 14, 2014

**SELECTION OF A SCHOOL NAME FOR THE NEW K-8 CAMPUS IN  
RANCHO MISSION VIEJO**

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**BACKGROUND INFORMATION**

Rancho Mission Viejo is planning a multi-phased construction project in the District requiring the construction of one K-8 school in the near future and additional schools later. Initial plans are progressing for the K-8 campus so it is appropriate to select a new name now.

At the June 26, 2013, Board meeting, the Board decided that all Trustees would serve on the school naming committee, per Board Policy 7511. Also per Board policy, school names may include, but are not limited to, geographical locations within the District, or potential names significant to the District or the community.

**CURRENT CONSIDERATIONS**

Potential names for the new school were submitted by Trustees, staff, residents, community leaders, and others via e-mail. Some names recommended were subsequently removed from consideration, as ancestors and/or representatives asked that their names not be considered. The suggested names are summarized in the following two tables:

| Suggested School Name       | Nominator  | Notation  |
|-----------------------------|--|---|
| Acjachemen School           | Chairwoman Romero, Juaneño Band of Mission Indians, Acjachemen Nation                      | Indigenous People of Orange County  |
| Barbara L. Banda School     | Nathan K. Banda, City of San Juan Capistrano Cultural Heritage Commissioner                | California Native American Woman  |
| Escencia School             | Representatives of Rancho Mission Viejo  | Village name for new development, and “essence” in Spanish                |
| Gavilan K-8 School          | Trustee Amy Hanacek  | Spanish for sparrow hawk  |
| Glenn T. Seaborg School     | Trustee John Alpay   | American chemist and recipient of the Nobel Peace Prize                   |
| Helen Modjeska School       | Trustee Jim Reardon  | Prominent actress (1840-1909) who resided in Orange County                |
| Rancho Mission Viejo School | Representatives of Rancho Mission Viejo and via e-mail Kathleen Entezari, and Terisa Sharp | Historic name of the region of the planned Rancho Mission Viejo Community |

Selection of a School Name for the New K-8 Campus in RVM

May 14, 2014

Page 2

The District also solicited names for the new school by encouraging persons to submit e-mail nominations to the Communications Department ([communications@capousd.org](mailto:communications@capousd.org)). Some of those submissions were actually for the name of the school's mascot so those were eliminated. The following information is a list of the e-mailed submissions, with the name of the sender next to the suggestion.

| Suggested School Name or Names  | Nominator   |
|---|---|
| Mission Valley School<br>Mission Ranch School<br>Playa del Rancho School<br>Pacific Vista Capistrano School<br>Rancho Santiago School<br>Rancho Valley School<br>Rancho Vista Viejo School<br>Rancho Viejo School<br>Rancho Viejo Verde School<br>Santiago Valley School<br>Santiago Vista School<br>Valley Capistrano School<br>Viejo Vista School<br>Vista del Rancho School<br>Vista Santiago School | Debbie Bosse  |
| Rancho Vista Viejo School   | Andrea Richards   |
| Ortega Oaks School  | Connie Scott  |
| Rancho Ortega School  | Ken Graves  |
| Richard Johnson School  | Janice F. Thompson, Erica Thralls, Kristin McIntyre Kolasinski, Sherine Smith, Stephanie A. Garcia, Austin Buffum, Lynn Sillman Wegner, Stephanie Ettinger, Sue Flores, and the Richard W. Johnson Family |
| James Henderson School  | Andrew H. Herbold and Christine V. Abuharoon  |
| Ortega Rancho School  | Mita Fuchser  |
| Rancho Valley School  | Stephanie Greene  |
| Los Lobos School  | Tina Messineo   |
| Ortega Vista School   | Carolyn W. Dennington, Catalina Moreno  |
| Rio Rancho School   | Amy Ezquerro  |
| Rancho Mission Nuevo School   | Zachary Vos (4 <sup>th</sup> grade student at Malcom Elementary School)   |
| Ronald Reagan School  | Emil Tessin   |
| Los Ranchos School  | Sandy Zimmer  |

|  |                   |
|--|-------------------|
| The Pioneers School  | The Luster Family |
| Capistrano Tierra School<br>Capistrano Canyon School<br>Rancho Tierra School | Catalina Moreno   |
| Rancho Valley School   | Stephanie Greene  |

### **FINANCIAL IMPLICATIONS**

There is no financial impact.

### **STAFF RECOMMENDATION**

It is recommended the Board review the submitted names for the new school and either select one, narrow down the list for further consideration, or suggest an alternative name for the site.







# Local Control Accountability Plan (LCAP): Stakeholder Input and Preliminary 2014-15 Goals

May 14, 2014

# Tonight's Agenda

- Review the timelines and procedures regarding CUSD's LCAP Plan.
- Review the findings from stakeholder input.
- Share the draft goals created for the 2015-16 LCAP.
- Share progress-to-date on LCAP template.



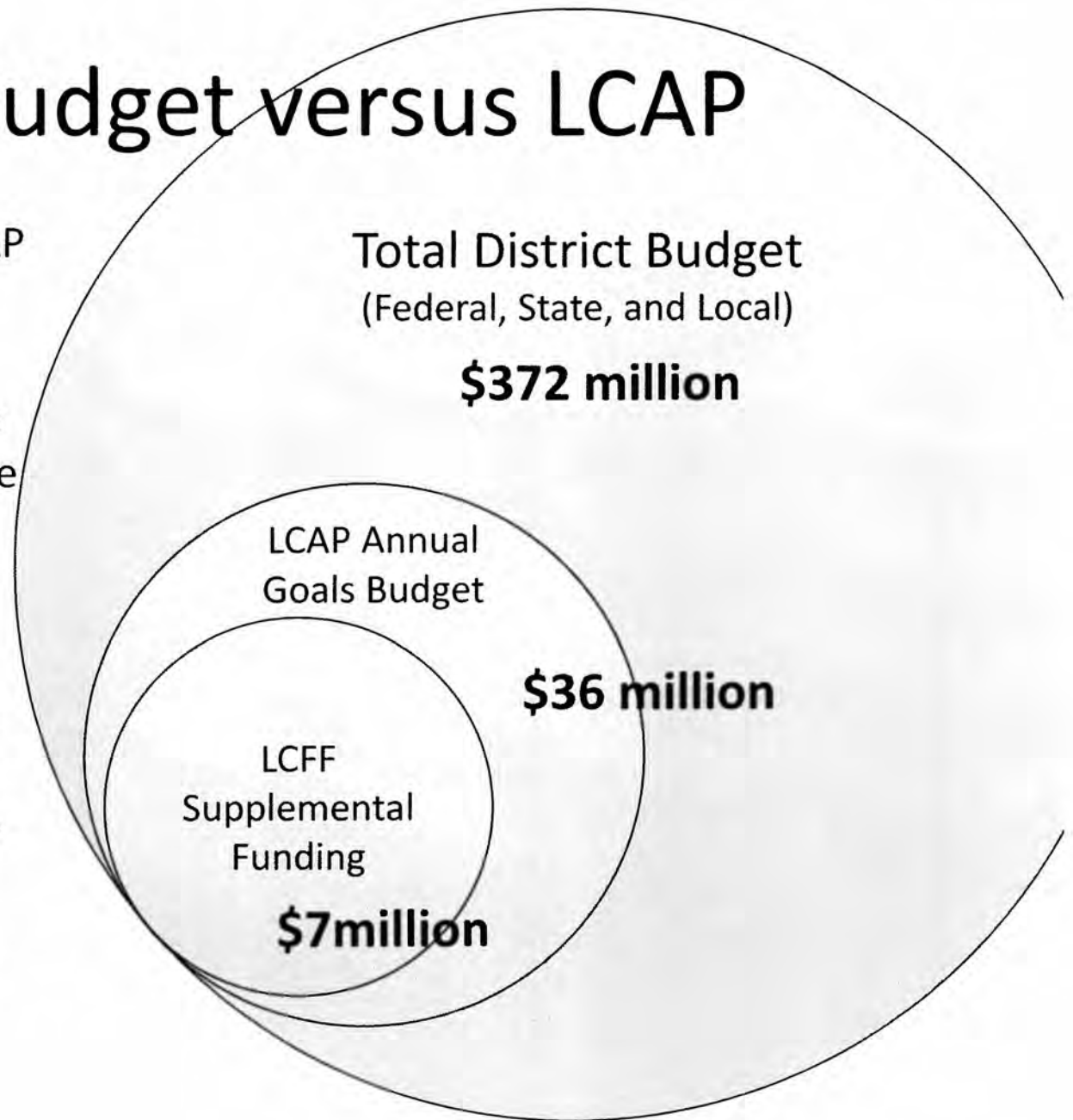
# Local Control Accountability Plan

- Addresses District needs based on an analysis of data and input of stakeholders.
- Develops an action plan to address needs.
- Aligns spending with goals.
- A 3-year working document that will be monitored and adjusted to meet goals.

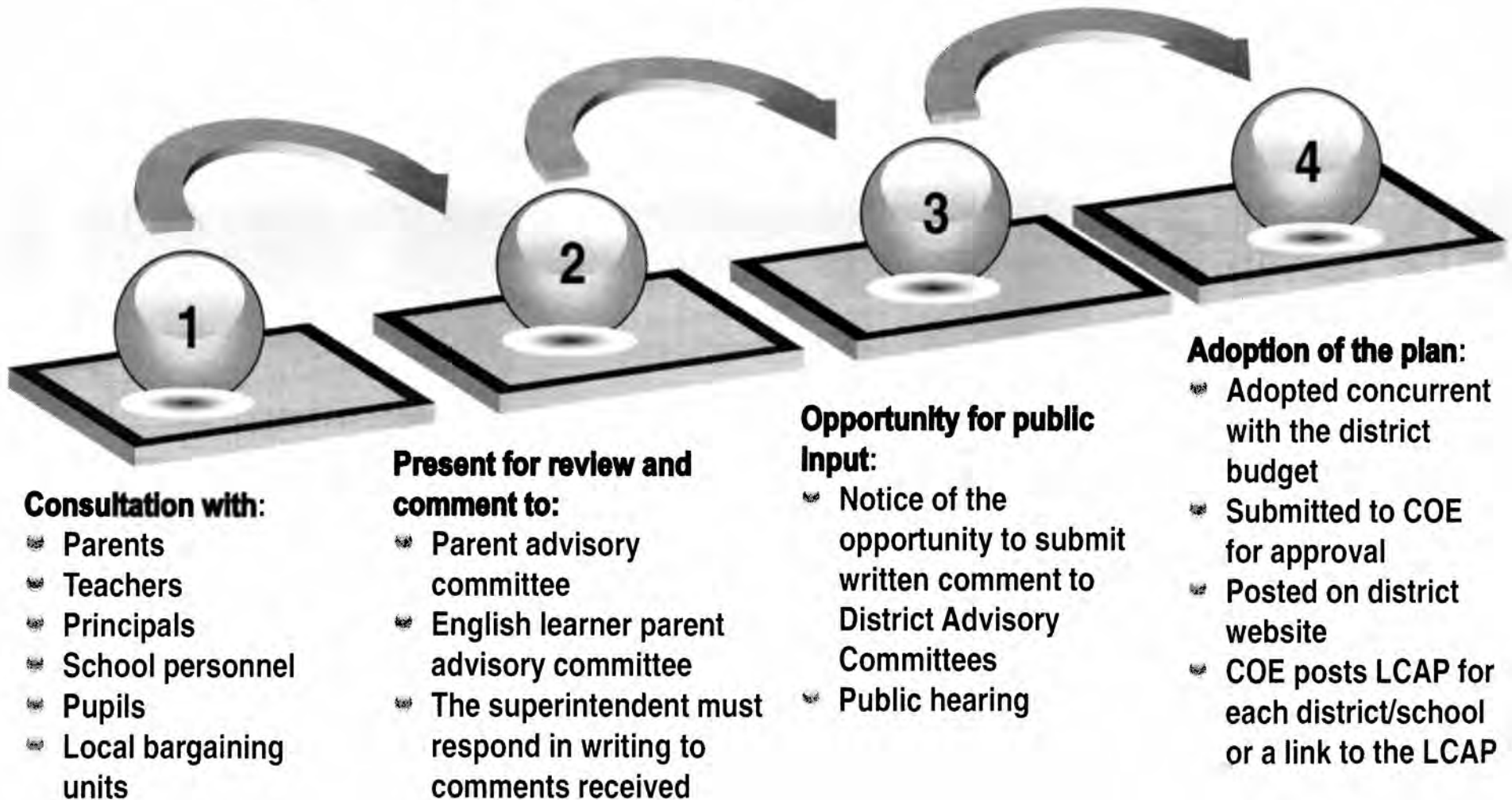


# Total Budget versus LCAP

- All expenditures in the LCAP must be contained in the District budget
- Not all expenditures of the District will be shown in the LCAP
- Supplemental Funds may be used District wide
- LCAP goals are to improve student performance and close the achievement gap
- \$36 million LCAP
  - \$7 million Supplemental
  - \$9 million Other
  - \$19 million Base



# Adopting and Updating the LCAP



# Consultation Groups

# FEEDBACK

## 65+ Group Meetings

- CSEA: 5/13 & meeting TBD
- Community Forums: 3/5 & 4/3
- CUCPTSA Legislative Team: 3/7
- DELAC: 2/6
- Capistrano Advisory Committee: 3/18
- CUEA: 3/11
- Classified Forum 2/10
- School Site SSC/PTA: 4/14
- K-12 Leadership team: 3/14- 4/14
- 56 SSC/Staff/PTA Meetings at School Sites: 4/14



# Findings from Consultation Groups, Forums, and School Site Meetings



\* A complete set of LCAP meeting notes are located in the CUSD Communications Office <sup>7</sup>



# Findings Stakeholder Input

## Conditions of Learning

Basic Services, Implementation of State Standards, and Course Access

### Working Well

- Great teachers and staff
- Assignments have been applicable to real-life
- High Graduation Rates
- High AP passage rates
- Students attending good colleges
- Offerings of AP, IB, Academies, Immersion Programs
- National Honors Society Tutors
- Communication
- Professional Development
- STEM education
- After school enrichment/ co-curricular offerings
- Updated curb appeal
- Increased access to technology
- CAHSEE results
- ADD/SIOP

### Focus Areas

- Basic services for EL Students
- Supplemental materials for instruction
- Class Size
- School year
- Facility needs
- Outdated technology
- Access to counselors
- Need for student interventions: academic, social-emotional & behavioral for at-risk students
- More STEM focus
- Number of students attending 4-year colleges and college readiness
- Professional Development
- Broadened course offerings (CTE)
- A-G course offerings





# Findings Stakeholder Input

## Pupil Outcomes

### Pupil Achievement and Other Pupil Outcomes

#### Working Well

- Character education
- Online offerings
- Student Achievement: CAHSEE, graduation rates, continuous improvement in District API
- Students enjoy coming to school
- Benchmark assessments
- AP Course Offerings
- Parents well-informed regarding student progress
- Academic growth
- Well-trained teachers; additional training days
- Increased focus on nonfiction reading
- Increased rigor of instruction

#### Focus Areas

- English learner achievement
- Long-term English learner designation
- Graduation requirements should align with a-g requirements
- Academic advisement/counselors for college/career readiness
- Newcomer programs/extended school year
- Extra periods/academic offerings to more students
- Broad course offerings before high school (extend pathways/electives at the middle school levels)
- Need for more technology for students
- Expository writing K-12
- Early benchmarks for student assessment



# Findings Stakeholder Input Engagement

Parent Involvement, Pupil Engagement, and School Climate

## Working Well

- Audio recordings of Board meetings
- District website
- School Loop and Parent Portal
- CapoTalk & Newsletters from District and sites
- Community forums and focus groups
- District advisory committees: parents, teachers, classified, DELAC & CAC
- Volunteer recognition
- Ample opportunities to give feedback
- Opportunities and accommodations are better than ever; environment to express concerns is more constructive

## Focus Areas

- Reach out to parents of “unduplicated students” through BCL support; many parents without internet/computer/language support at home
- More information regarding curriculum changes communicated to parents
- Need for more student engagement through technology, hands-on learning
- Desire for more parent education opportunities
- Parent involvement needs to be promoted at site level
- Annual parent surveys; online surveys for parent input
- Student behavior training for general education teachers
- Earlier intervention opportunities for at-risk and struggling students
- Lower class sizes



# Findings Stakeholder Input

## Local Priorities

### Working Well

- Retain outstanding educators
- Opportunities for high achieving students: AP, IB & GATE
- Great music and arts programs
- Active parent groups
- Bilingual Community Liaisons
- Character Education
- Community Events
- Athletics
- Emergency Preparedness
- Opportunities for parent choice programs
- Extracurricular activities

### Focus Areas

- School facilities
- Plan for EL students
- GATE
- Increase STEM & CTE pathways at all schools
- Technology
- Campus supervision
- Class sizes
- Full instructional year
- Rigor of graduation requirements (align to a-g)
- Professional development opportunities
- Advocacy at state for local funding





## Preliminary 2014-15 LCAP Goals

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# LCAP Categories and Priority Goals

## Conditions of Learning

- Implementation of State Standards, Basic Services, and Course Access

## Pupil Outcomes

- Pupil Achievement and Other Pupil Outcomes.

## Engagement

- Parent Involvement, Pupil Engagement, and School Climate.

## Local Priorities



# Goal 1: Pupil Achievement & Other Pupil Outcomes

## Goal:

**Students will demonstrate academic growth and proficiencies needed to ensure they leave the TK-12 system ready for college and career.**

## Identified Needs:

- Prepare students for success in college and career
- Prepare students to use digital tools
- Reduce class size
- Increase instructional days to 180

## As Measured By:

SBAC; EAP; District benchmark assessments; other accountability measures; class size; staffing ratios; instructional minutes

# Goal 2: Pupil Achievement & Other Pupil Outcomes

## Goal:

**Provide interventions and support for academically, behaviorally, and social/emotionally at-risk students.**

## Identified Needs:

- Develop a systematic approach for identifying at-risk students
- Develop appropriate interventions to meet the needs of at-risk students

## As Measured By:

Grade level/subject area assessments; suspension/expulsion data; credit recovery coursework data; attendance records; surveys

# Goal 3: Pupil Achievement & Other Pupil Outcomes

## Goal:

**Increase the number of English learners who achieve English fluency and decrease the number of long-term English learners.**

## Identified Needs:

- Increase the number of English learners who graduate meeting a-g requirements
- Increase the college-going rate of English learners
- Increase the college persistence rate of English learners
- Decrease the number of long term English learners
- Increase the number of fluent English learners

## As Measured By:

AMAO 1 & AMAO 2; reclassification rate; CELDT progress



# Goal 4: Pupil Achievement & Other Pupil Outcomes

## Goal:

**Increase the number of students on-track to graduate from high school who are college and career ready, reflecting a K-12 broad course of study.**

## Identified Needs:

- Increase a-g completion rates
- Refine course offerings to reflect rigor and a broad course of study that prepares students for college and career
- Expand CTE pathways
- Improve college readiness, enrollment, and persistence rates

## As Measured By:

College-going rate; a-g progress; on-track high school students; Senior Exit Survey; number of CTE pathways; number of AP and IB students; VAPA and electives data; college remediation rates.

# Goal 5: Engagement

## Goal:

**The District will expand parent and community engagement to include representation of all students.**

## Identified Needs:

- Increase parent engagement representative of the District's diverse student population
- Increase partnership engagement in educating CUSD students

## As Measured By:

Participation in District advisory meetings; site parent engagement in PTSA and local committees (SSC, DELAC)

# Goal 6: Conditions of Learning

## Goal

**Develop a multi-year plan to enhance facilities that are safe, healthy, and appropriate to foster academic achievement. Increase the number of student and staff technological devices required to support 21<sup>st</sup> century learning.**

## Identified Needs:

- Develop long-term facilities improvement program
- Prepare for short and long-term facilities needs
- Increase technological resources/devices for staff and students

## As Measured By:

Deferred maintenance plan; Williams Act data; number of digital devices for students and staff

# Structure of LCAP

## Required CDE Template

- **Section 1**

Description of Stakeholder Engagement

- **Section 2**

Goals and Progress Indicators

- **Section 3**

Actions, Services, and Expenditures



# Next Steps with the LCAP



- **TBD** - Conduct forum for Classified Input
- **May 19<sup>th</sup>** -Post draft LCAP on CUSD Webpage
- **May 28<sup>th</sup>** - Progress of LCAP draft to Board
- **June 11<sup>th</sup>**- Public Hearing of LCAP
- **June 25<sup>th</sup>** - Final Board Adoption of LCAP

# Questions or Comments



## § 15497. Local Control and Accountability Plan and Annual Update Template.

**Introduction:**LEA: Capistrano Unified School DistrictContact (Name, Title, Email, Phone Number): Dr. Joseph Farley, Superintendent, jfarley@capousd.org, (949) 234-9203

LCAP

Year: 2014-2015**Local Control and Accountability Plan and Annual Update Template**

The Local Control and Accountability Plan (LCAP) and annual update template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5.

For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.

For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.

Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.

The LCAP is intended to be a comprehensive planning tool. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.

For each section of the template, LEAs should comply with instructions and use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.

## State Priorities

The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.

### A. Conditions of Learning:

**Basic:** degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)

**Implementation of State Standards:** implementation of academic content and performance standards adopted by the state board for all pupils, including English learners. (Priority 2)

**Course access:** pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)

**Expelled pupils (for county offices of education only):** coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)

**Foster youth (for county offices of education only):** coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)

### B. Pupil Outcomes:

**Pupil achievement:** performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)

**Other pupil outcomes:** pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)

### C. Engagement:

**Parent involvement:** efforts to seek parent input in decision making, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)

**Pupil engagement:** school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)

**School climate:** pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)



### **Section 1: Stakeholder Engagement**

Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.

**Instructions:** Describe the process used to engage parents, pupils, and the community and how this engagement contributed to development of the LCAP or annual update. Note that the LEA's goals related to the state priority of parental involvement are to be described separately in Section 2, and the related actions and expenditures are to be described in Section 3.

#### **Guiding Questions:**

- 1) How have parents, community members, pupils, local bargaining units, and other stakeholders (e.g., LEA personnel, county child welfare agencies, county office of education foster youth services programs, court-appointed special advocates, foster youth, foster parents, education rights holders and other foster youth stakeholders, English learner parents, community organizations representing English learners, and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representative parents of pupils identified in Education Code section 42238.01?
- 6) In the annual update, how has the involvement of these stakeholders supported improved outcomes for pupils related to the state priorities?

| Involvement Process  | Impact on LCAP  |
|--|---|
| <p>Executive staff and site administrators engaged parents, teachers, classified staff, and students in forums, advisory group input sessions and School Site Council/Parent Committee meetings. Notices were sent through District listserves, website updates, and automated phone messaging.</p> <p>At each stakeholder engagement meeting, an overview was presented on LCFF, LCAP, and District and subgroup data. Input was gathered in rotating groups on what's working well and what needs to be targeted in the eight state priority areas. Comments and feedback were recorded on chart paper and later summarized into documents. This input was compiled and made available for examination on the District website.</p> <p>The District website was updated to include a featured section devoted to LCFF/LCAP, which provides stakeholders with information regarding the process for its development, relevant data, related events and activities, and schedule of associated</p> | <p>Input from all groups was taken into consideration when analyzing the needs/priorities within the priority areas. There was clear consensus that the goals addressed through the LCAP should address the needs of all students, including all subgroups:</p> <ul style="list-style-type: none"> <li>• English Learners (ELL)</li> <li>• Students with Disabilities (SWD)</li> <li>• Economically Disadvantaged/Foster youth (SED)</li> </ul> <p>Note: District and subgroup data is summarized in the attached addendum.</p> |

| Involvement Process   | Impact on LCAP  |
|---|---|
| actions.  |   |
| <p>List of Stakeholder Input Meetings:</p> <p>District English Learner Advisory Committee - February 6 , 2014 (Parents and Teachers of English Learners)</p> <p>Capistrano Unified Parent Teacher Student Association Legislation Committee - March 7, 2014 (Parents)</p> <p>Capistrano Unified Education Association (Certificated Bargaining Unit) - March 11, 2014 (Teachers)</p> <p>Community Advisory Committee (Special Education stakeholders) - March 18, 2014 (Parents of Students with Special Needs)</p> <p>LCAP Community Forums - March 5, 2014 and April 3, 2014 (Community At Large)</p> <p>56 School Site Council/Parent Committee Meetings (All Elementary, Middle, and High Schools) - April, 2014 (Parents, Teachers, Classified Staff, and Students (High School)</p> | <p>District staff identified the following priority areas of need that emerged from the stakeholder input and, in combination with essential data, incorporated them into the development of the LCAP goals:</p> <p>At-risk and struggling students<br/> English Learners<br/> Class size reduction<br/> Facilities<br/> Instructional Days<br/> Technology<br/> Music<br/> A-G<br/> Electives<br/> Science, Technology, Engineering, Math (STEM)<br/> Arts</p> <p>All goals were written to align directly with the interests and desires expressed during the stakeholder engagement process.</p> |

## **Section 2: Goals and Progress Indicators**

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, for **each** state priority and any local priorities and require the annual update to include a review of progress towards the goals and describe any changes to the goals.

**Instructions:** Describe annual goals and expected and actual progress toward meeting goals. This section must include specifics projected for the applicable term of the LCAP, and in each annual update year, a review of progress made in the past fiscal year based on an identified metric. Charter schools may adjust the chart below to align with the term of the charter school's budget that is submitted to the school's authorizer pursuant to Education Code section 47604.33. The metrics may be quantitative or qualitative, although LEAs must, at minimum, use the specific metrics that statute explicitly references as required elements for measuring progress within a particular state priority area. Goals must address each of the state priorities and any additional local priorities; however, one goal may address multiple priorities. The LEA may identify which school sites and subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or school site. The goals must reflect outcomes for all pupils and include specific goals for school sites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the school site level. To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, school site-level advisory groups (e.g., school site councils, English Learner Advisory Councils, pupil advisory groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

### **Guiding Questions:**

- 1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning"?
- 2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes"?
- 3) What are the LEA's goal(s) to address state priorities related to "Engagement" (e.g., pupil and parent)?
- 4) What are the LEA's goal(s) to address locally-identified priorities?
- 5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for subgroups as defined in Education Code sections 42238.01 and 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific predicted outcomes/metrics/noticeable changes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority and/or to review progress toward goals in the annual update?
- 9) What information was considered/reviewed for individual school sites?
- 10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
- 11) In the annual update, what changes/progress have been realized and how do these compare to changes/progress predicted? What modifications are being made to the LCAP as a result of this comparison?

| Identified Need and Metric<br>(What needs have been identified and what metrics are used to measure progress?)   | Goals  |   |   | Annual Update:<br>Analysis of Progress  | What will be different/improved for students? (based on identified metric)  |  |   | Related State and Local Priorities<br>(Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)            |
|--|--|---|---|---|---|--|---|---|
|  | Description of Goal  | Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.) | School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.) |   | LCAP YEAR<br>Year 1: 2014-15  | LCAP YEAR<br>Year 2: 2015-16   | LCAP Year<br>Year 3: 2016-17  |   |
| <ul style="list-style-type: none"> <li>Prepare students for success in college and career</li> <li>Prepare students to use digital tools</li> <li>Reduce class size</li> <li>Increase instructional days to 180</li> </ul> <p>As measured by:<br/>SBAC ELA Results<br/>SBAC Mathematics Results<br/>Lower class size/staffing ratios<br/>Number of instructional days<br/>EAP<br/>District benchmark assessments<br/>Other accountability measures<br/>Subgroup analysis (ELL, SWD, SED)</p> | Students will demonstrate academic growth and proficiencies needed to ensure they leave the TK-12 system ready for college and career. | All Students (including unduplicated)   | All schools   | <p>Yr. 1:<br/>End of Year 1/LCAP review Progress data will be collected during the 2014-15 school year. Baseline Data:<br/>2013: CAHSEE - ELA 93% pass/Math 93% pass Science CST - 5th Gr. 72% prof/adv 8th Gr. 88% prof/adv. 10th Gr. 76 prof/adv. EAP (conditional and ready) - ELA: 58% /Math: 69%</p> <p>2014 Data from Science CST, CAHSEE, and EAP will be analyzed when available.</p> <p>Yr. 2:</p> | Increased student proficiency in academic achievement measures by 3% in all grade bands (from previous year) and across subgroups. Students will attend 180 instructional days. Class size averages will be restored within Ed. Code (no waivers) Baseline SBAC data will be collected. Classroom instruction will reflect grade level standards, including integrated digital literacy skills. | Increased student proficiency in academic achievement measures (including SBAC) by 3% in all grade bands and subgroups. Maintained student instructional days of 180 days. Class size averages will be adjusted per negotiated agreement. Classroom instruction will reflect grade level standards, including integrated digital literacy skills. Baseline benchmark data collected. | Increased student proficiency in academic achievement measures (including SBAC) by 3% in all grade bands and subgroups. Maintained student instructional days of 180 days. Class size averages will be adjusted per negotiated agreement. | <p>State Priorities:<br/>Basic Pupil Achievement<br/>Other Pupil Outcomes<br/>Implementation of State Standards</p> <p>Strategic Goal Pillar 3:</p> <ul style="list-style-type: none"> <li>Academic Achievement and Enrichment</li> </ul> |

| Identified Need and Metric<br>(What needs have been identified and what metrics are used to measure progress?)  | Goals  |   |   | Annual Update:<br>Analysis of Progress  | What will be different/improved for students? (based on identified metric)  |  |   | Related State and Local Priorities<br>(Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.) |
|---|--|---|---|---|---|--|---|--|
|   | Description of Goal  | Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.) | School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.) |   | LCAP YEAR<br>Year 1: 2014-15  | LCAP YEAR<br>Year 2: 2015-16   | LCAP Year<br>Year 3: 2016-17  |  |
|   |  |   |   | Districtwide and site-level data will be analyzed at the end of the 2015-16 school year, and appropriate adjustments to the plan will be made.<br><br>Yr. 3: Districtwide and site-level data will be analyzed at the end of the 2016-17 school year, and appropriate adjustments to the plan will be made. |   |  |   |  |
| <ul style="list-style-type: none"> <li>Develop a systematic approach for identifying at-risk students</li> <li>Develop appropriate interventions to meet the</li> </ul> | Provide interventions for academically, behaviorally, and social/emotionally at risk students. | All Students, including all subgroups   | All schools   | Yr. 1: End of Year 1/LCAP review: Progress data from designated metrics will be collected during the 2014-15 school year.   | Establishment of districtwide MTSS plan and guiding principles. Decreased referrals to more restrictive programs and/or special education services. | Each site will have a defined MTSS plan in accordance with District guidelines to support student learners. Universal screening data will be gathered on an ongoing basis at all | Decreased referrals for more restrictive programs; reduced suspensions and expulsions; reduced referrals and placement in special education programs. | State Priorities:<br>Pupil Achievement<br>Other Pupil Outcomes<br>Pupil Engagement<br>School Climate<br><br>Strategic Goals:<br>Pillar 2: Safe and Healthy Schools<br>Strategic Goal   |

| Identified Need and Metric<br>(What needs have been identified and what metrics are used to measure progress?)  | Goals  |   |   | Annual Update:<br>Analysis of Progress   | What will be different/improved for students? (based on identified metric)   |   |  | Related State and Local Priorities<br>(Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.) |
|---|--|---|---|--|--|---|--|--|
|   | Description of Goal  | Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.) | School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.) |  | LCAP YEAR<br>Year 1: 2014-15   | LCAP YEAR<br>Year 2: 2015-16  | LCAP Year<br>Year 3: 2016-17   |  |
| needs of at-risk students<br><br>As measured by:<br>Grade level/subject area benchmark assessments<br>Suspension/Expulsion Data<br>Credit Recovery<br>Coursework Data<br>Attendance Data<br>California Healthy Kids Survey<br>SST data<br>Special Education referral and placement data |  |   |   | Yr. 2:<br>Districtwide and site-level data will be analyzed at the end of the 2015-16 school year, and appropriate adjustments to the plan will be made.<br><br>Yr. 3:<br>Districtwide and site-level data will be analyzed at the end of the 2016-17 school year, and appropriate adjustments to the plan will be made. |  | sites. Additional counseling support will be available for sites. Decreased referrals for more restricted programs. Decreased suspensions and expulsions and/or special education services. |  | Pillar 3: Academic Achievement and Enrichment  |
| <ul style="list-style-type: none"> <li>Increase the number of fluent English Learners</li> <li>Decrease the number of long-term English</li> </ul>  | Increase the number of English Learners who achieve fluency and decrease the number of long-term English Learners. | English Learners  | All schools   | Yr. 1:<br>Baseline Data:<br>2013 AMAO 1: 51%<br>2013 AMAO 2: Less than 5 years: 25%;<br>More than 5 years: 47%   | Increased reclassification rate by 3% over current baseline.<br>Number of LTEL students will decrease by 2% in Grades 5-12<br>AMAO 1: Increase | Increased reclassification rate by 3% over previous year.<br>Number of LTEL students will decrease by 2% over previous year in Grades 5-12  | Increased reclassification rate by 3% over previous year.<br>Number of LTEL students will decrease by 2% over previous year in Grades 5-12 | State Priorities:<br>Pupil Achievement<br>Other Pupil Outcomes<br><br>Strategic Goal:<br>Pillar 3: Academic Achievement and Enrichment   |

| Identified Need and Metric<br>(What needs have been identified and what metrics are used to measure progress?) | Goals               |   |   | Annual Update:<br>Analysis of Progress  | What will be different/improved for students? (based on identified metric) |   |  | Related State and Local Priorities<br>(Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.) |
|--|---------------------|---|---|---|--|---|--|--|
|  | Description of Goal | Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.) | School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.) |   | LCAP YEAR<br>Year 1: 2014-15   | LCAP YEAR<br>Year 2: 2015-16  | LCAP Year<br>Year 3: 2016-17   |  |
| Learners<br><br>As measured by:<br>AMAO 1<br>AMAO 2<br>Reclassification Rates<br>Percent of LTEL               |                     |   |   | <p>LTELS: 79.4% of CUSD ELs in grades 5-12 have been designated as EL for more than five years. 2013 Reclassification rate is 10.3% Progress data will be collected during the 2014-15 school year.</p> <p>Yr. 2: Districtwide and site-level data will be analyzed at the end of the 2015-16 school year, and appropriate adjustments to the plan will be made.</p> <p>Yr. 3: Districtwide and site-level data will be analyzed at the</p> | <p>by 3%<br/>AMAO 2: Increase by 3%</p>                                    | <p>AMAO 1: Meet target<br/>AMAO 2: Meet target and increase by 3%</p> | <p>AMAO 1: Meet target and increase by 2%<br/>AMAO 2: Meet target and increase by 3%</p> |  |

| Identified Need and Metric<br>(What needs have been identified and what metrics are used to measure progress?)   | Goals   |   |   | Annual Update:<br>Analysis of Progress   | What will be different/improved for students? (based on identified metric)   |   |  | Related State and Local Priorities<br>(Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.) |
|--|---|---|---|--|--|---|--|--|
|  | Description of Goal   | Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.) | School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.) |  | LCAP YEAR<br>Year 1: 2014-15   | LCAP YEAR<br>Year 2: 2015-16  | LCAP Year<br>Year 3: 2016-17   |  |
|  |   |   |   | end of the 2016-17 school year, and appropriate adjustments to the plan will be made.  |  |   |  |  |
| <ul style="list-style-type: none"> <li>• Increase a-g completion rates</li> <li>• Refine course offerings to reflect rigor and a broad course of study that prepare students for college and career</li> <li>• Expand CTE pathways</li> <li>• Improve college readiness, enrollment, and persistence rates</li> </ul> <p>As measured by:<br/>A-G Progress:</p> | Increase the number of students on-track to graduate from high school who are college and career ready reflecting a K-12 broad course of study. | All Students (including unduplicated)   | All schools   | <p>Yr. 1:<br/>Baseline Data:<br/>2013 CUSD Graduate A-G Completion Rate: 54%<br/>2013 CUSD Graduate AP Participation: 2013 CUSD EAP ELA Passrate:39%<br/>College-ready; 19%<br/>Conditional<br/>2013 CUSD EAP Math Passrate: 23%<br/>College-ready; 46%<br/>Conditional</p> <p>Progress data will be collected during the 2014-15 school year.</p> | Number of students completing a-g will increase by 3%. Additional CTE pathway will be integrated into course offerings. 95% of 8th grade students will complete Ready Step college readiness survey. EAP results will reflect a 3% increase over the prior year in students identified as "college ready". Baseline senior exit survey will be developed/conducted District Arts plan will be updated. | Number of students completing a-g will increase by 3% from previous year. Continued expansion of CTE pathways to reflect high wage/high demand industries/careers. 95% of 8th grade students will complete Ready Step college readiness survey. All 10th grade students will take the PSAT. EAP results will reflect a 3% increase over the prior year in students identified as "college ready". | Number of students completing a-g will increase by 3% from previous year. Continued expansion of CTE pathways to reflect high wage/high demand industries/careers. All 8th grade students will complete Ready Step college readiness survey. All 10th grade students will take the PSAT. Data regarding college-going and persistence will reflect an increase of 5% Increase in SAT/ACT | <p>Pupil Achievement<br/>Course Access<br/>Pupil Engagement<br/>Implementation of State Standards</p> <p>Strategic Goal:<br/>Pillar 3: Academic Achievement and Enrichment</p>   |



| Identified Need and Metric<br>(What needs have been identified and what metrics are used to measure progress?)  | Goals                       |   |   | Annual Update:<br>Analysis of Progress  | What will be different/improved for students? (based on identified metric) |                                 |  | Related State and Local Priorities<br>(Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.) |
|---|-----------------------------|---|---|---|--|---------------------------------|--|--|
|   | Description of Goal         | Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.) | School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.) |   | LCAP YEAR<br>Year 1: 2014-15   | LCAP YEAR<br>Year 2: 2015-16    | LCAP Year<br>Year 3: 2016-17   |  |
| On-track high school students<br>College-Going Rate (Nat'l. Clearinghouse)<br>Senior Exit Survey<br>Number of CTE Career Pathways<br>Number of Advanced Placement and IB students<br>VAPA and electives data<br>College Remediation data<br>Subgroup analysis (ELL, SWD, SED) |                             |   |   | Yr. 2:<br>Districtwide and site-level data will be analyzed at the end of the 2015-16 school year. This data will be used to examine the impact of actions related to this goal area, and adjustments to the plan will be made.<br><br>Yr. 3:<br>Districtwide and site-level data will be analyzed at the end of the 2016-17 school year, and appropriate adjustments to the plan will be made. |  |                                 | participation and average scores<br>Increase in student access to VAPA courses/instruction |  |
| • Increase parent   | Expand parent and community | All Students (including   | All schools   | Yr. 1: End of Year 1/LCAP   | Upgraded parent communications;  | Upgraded parent communications; | Upgraded parent communications;  | Parent Involvement Community   |

| Identified Need and Metric<br>(What needs have been identified and what metrics are used to measure progress?)  | Goals  |   |   | Annual Update:<br>Analysis of Progress  | What will be different/improved for students? (based on identified metric)  |   |   | Related State and Local Priorities<br>(Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.) |
|---|--|---|---|---|---|---|---|--|
|   | Description of Goal                                      | Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.) | School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.) |   | LCAP YEAR<br>Year 1: 2014-15  | LCAP YEAR<br>Year 2: 2015-16  | LCAP Year<br>Year 3: 2016-17  |  |
| <p>engagement representative of the District's diverse student population</p> <ul style="list-style-type: none"> <li>Increase partnership engagement in educating CUSD students</li> </ul> <p>As measured by:<br/>Participation in District advisory meetings<br/>Site parent engagement in PTSA and other activities<br/>Data from online communication tools, including Parent Portal</p> | engagement to include representation of all students.    | unduplicated)   |   | <p>review: Progress data will be collected during the 2014-15 school year</p> <p>Yr. 2: Districtwide and site-level data will be analyzed at the end of the 2015-16 school year, and appropriate adjustments to the plan will be made.</p> <p>Yr. 3: Districtwide and site-level data will be analyzed at the end of the 2016-17 school year, and appropriate adjustments to the plan will be made.</p> | increased participation in district advisories by 2%; increased participation by parents from underrepresented student groups in parent information and support activities. | increased participation in district advisories by 2%; increased participation by parents from underrepresented student groups in parent information and support activities. | increased participation in district advisories by 2%; increased participation by parents from underrepresented student groups in parent information and support activities. | <p>Engagement</p> <p>Strategic Goal:<br/>Pillar 1 : Community Relations</p>  |
| <ul style="list-style-type: none"> <li>Develop long-term facilities</li> </ul>  | Develop a multi-year plan to enhance facilities that are | All Students (including unduplicated)   | All schools   | Yr. 1: End of Year 1/LCAP   | Standards for facility maintenance will   | Standards for facility maintenance will   | Standards for facility maintenance will   | <p>Basic</p> <p>Strategic Goal Pillar 5: Effective Operations</p>  |

| Identified Need and Metric<br>(What needs have been identified and what metrics are used to measure progress?)   | Goals  |   |   | Annual Update:<br>Analysis of Progress  | What will be different/improved for students? (based on identified metric)   |  |  | Related State and Local Priorities<br>(Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.) |
|--|--|---|---|---|--|--|--|--|
|  | Description of Goal  | Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.) | School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.) |   | LCAP YEAR<br>Year 1: 2014-15   | LCAP YEAR<br>Year 2: 2015-16   | LCAP Year<br>Year 3: 2016-17   |  |
| <p>improvement program</p> <ul style="list-style-type: none"> <li>• Prepare for short and long-term facilities needs</li> <li>• Increase technological resources/devices for staff and students</li> </ul> <p>As measured by:<br/>Williams Act data<br/>Number of digital devices for students and staff</p> | safe, healthy, and appropriate to foster academic achievement. Increase the number of student and staff technological devices required to support 21st century learning. |   |   | <p>review:<br/>Progress data will be collected during the 2014-15 school year</p> <p>Yr. 2:<br/>Districtwide and site-level data will be analyzed at the end of the 2015-16 school year, and appropriate adjustments to the plan will be made.</p> <p>Yr. 3:<br/>Districtwide and site-level data will be analyzed at the end of the 2016-17 school year, and appropriate adjustments to the plan will be made.</p> | <p>be met.<br/>Williams Act facilities inspections will reflect compliance. Annual Tech Plan objectives will be met.<br/>Classroom 1:1 device program will be expanded (See Tech Plan).<br/>Site discretionary supply accounts will return to baseline levels.</p> | <p>be met.<br/>Williams Act facilities inspections will reflect compliance. Annual Tech Plan objectives will be met.<br/>Classroom 1:1 device program will be expanded (See Tech Plan).<br/>Site discretionary supply accounts will return to baseline levels.</p> | <p>be met.<br/>Williams Act facilities inspections will reflect compliance. Annual Tech Plan objectives will be met.<br/>Classroom 1:1 device program will be expanded (See Tech Plan).<br/>Site discretionary supply accounts will return to baseline levels.</p> |  |

### **Section 3: Actions, Services, and Expenditures**

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require the LCAP to include a description of the specific actions an LEA will take to meet the goals identified. Additionally Education Code section 52604 requires a listing and description of the expenditures required to implement the specific actions.

**Instructions:** Identify annual actions to be performed to meet the goals described in Section 2, and describe expenditures to implement each action, and where these expenditures can be found in the LEA's budget. Actions may describe a group of services that are implemented to achieve identified goals. The actions and expenditures must reflect details within a goal for the specific subgroups identified in Education Code section 52052, including pupils with disabilities, and for specific school sites as applicable. In describing the actions and expenditures that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01, the LEA must identify whether supplemental and concentration funds are used in a districtwide, schoolwide, countywide, or charterwide manner. In the annual update, the LEA must describe any changes to actions as a result of a review of progress. The LEA must reference all fund sources used to support actions and services. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

#### **Guiding Questions:**

- 1) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
  - 2) How do these actions/services link to identified goals and performance indicators?
  - 3) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?
  - 4) In the annual update, how have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
  - 5) In the annual update, how have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
  - 6) In the annual update, how have the actions/services addressed the identified needs and goals of specific school sites and did the provision of those actions/services result in the desired outcomes?
  - 7) In the annual update, what changes in actions, services, and expenditures have been made as a result of reviewing past progress and/or changes to goals?
- A. What annual actions, and the LEA may include any services that support these actions, are to be performed to meet the goals described in Section 2 for ALL pupils and the goals specifically for subgroups of pupils identified in Education Code section 52052 but not listed in Table 3B below (e.g., Ethnic subgroups and pupils with disabilities)? List and describe expenditures for each fiscal year implementing these actions, including where these expenditures can be found in the LEA's budget.

| Goal<br>(Include and identify all goals from Section 2)  | Related State and Local Priorities<br>(from Section 2)  | Actions and Services   | Level of Service<br>(Indicate if school-wide or LEA-wide) | Annual Update:<br>Review of actions/<br>services | What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source?   |  |  |
|--|---|--|---|--|---|--|--|
|  |   |  |   |  | LCAP YEAR 1: 2014-15  | LCAP YEAR 2: 2015-16   | LCAP YEAR 3: 2016-17   |
| Students will demonstrate academic growth and proficiencies needed to ensure they leave the TK-12 system ready for college and career. | State Priorities:<br>Basic<br>Pupil Achievement<br>Other Pupil Outcomes<br>Implementation of State Standards<br><br>Strategic Goal Pillar 3:<br><ul style="list-style-type: none"> <li>Academic Achievement and Enrichment</li> </ul> | Ensure effective learning conditions by reducing class size and providing adequate instructional days for students<br><br>Yr. 2: Ensure effective learning conditions by reducing class size and providing adequate instructional days for students<br><br>Yr. 3: Ensure effective learning conditions by reducing class size and providing adequate instructional days for students       | All schools   |  | Increase student days to 180: Base (\$2,479,200)<br><br>Increase student days to 180 : Supplemental (\$619,800)<br><br>Decrease class size per negotiated agreement: Base (\$3,949,600)<br><br>Decrease class size per negotiated agreement: Supplemental (\$987,400)                     | Maintain 180 instructional days for students.: Base (\$2,479,200)<br><br>Maintain 180 instructional days for students.: Supplemental (\$619,800)<br><br>Decrease class size per negotiated agreement: Base (\$3,949,600)<br><br>Decrease class size per negotiated agreement: Supplemental (\$987,400) | Maintain 180 instructional days for students: Base (\$2,479,200)<br><br>Maintain 180 instructional days for students: Supplemental (\$619,800)<br><br>Decrease class size per negotiated agreement: Base (\$3,949,600)<br><br>Decrease class size per negotiated agreement: Supplemental (\$987,400) |
|  |   | Professional Development for teachers and paraprofessionals on state standards and effective instructional practices<br><br>Yr. 2: Professional Development for teachers and paraprofessionals on state standards and effective instructional practices<br><br>Yr. 3: Professional Development for teachers and paraprofessionals on state standards and effective instructional practices |   |  | TOSAs, coaches: Supplemental (\$537,107)<br><br>Conferences/training: Supplemental (\$2,000)<br><br>Mileage: Supplemental (\$1,000)<br><br>Printing costs: Supplemental (\$1,200)<br><br>Site allocation for subs for PD release (including observations and coaching): Other (\$282,510) | TOSAs, coaches: Supplemental (\$537,107)<br><br>Conferences/training: Supplemental (\$2,000)<br><br>Mileage: Supplemental (\$1,000)<br><br>Printing costs: Supplemental (\$1,200)<br><br>Site allocation for subs for PD release (including observations and coaching): Other (\$282,510)              | TOSAs, coaches: Supplemental (\$537,107)<br><br>Conferences/training: Supplemental (\$2000)<br><br>Mileage: Supplemental (\$1,000)<br><br>Printing costs: Supplemental (\$1,200)<br><br>Site allocation for subs for PD release (including observations and coaching): Other (\$282,510)             |

| Goal<br>(Include and identify all goals from Section 2)  | Related State and Local Priorities<br>(from Section 2)  | Actions and Services   | Level of Service<br>(Indicate if school-wide or LEA-wide) | Annual Update:<br>Review of actions/<br>services | What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source? |  |   |
|--|---|--|---|--|---|--|---|
|  |   |  |   |  | LCAP YEAR 1: 2014-15  | LCAP YEAR 2: 2015-16   | LCAP YEAR 3: 2016-17  |
|  |   | State standards-aligned materials<br>Yr. 2: State standards-aligned materials.<br>Yr. 3: State standards-aligned materials   |   |  | State standards materials/textbooks:<br>Other (\$2,800,000)   | State standards materials/textbooks:<br>Other (\$1,550,000)  | State standards materials/textbooks:<br>Other (\$1,550,000)   |
|  |   | Technical support for elementary and secondary<br>Yr. 2: Technical support for elementary and secondary<br>Yr. 3: Technical support for elementary and secondary   |   |  | Technical support for elementary and secondary: Other (\$200,000)<br>Technical support for elementary and secondary: Other (\$80,000)   | Technical support for elementary and secondary: Other (\$200,000)<br>Technical support for elementary and secondary: Other (\$80,000)  | Technical support for elementary and secondary: Other (\$200,000)<br>Technical support for elementary and secondary: Other (\$80,000)                                     |
|  |   | Intervention classes<br>Yr. 2: Intervention classes<br>Yr. 3: Intervention classes   | All schools   |  | Additional sections for secondary sites:<br>Supplemental (\$121,480)  | Additional classes for secondary sites:<br>Supplemental (\$121,480)  | Additional sections for secondary sites:<br>Supplemental (\$121,480)  |
|  |   | Supplies and materials<br>Yr. 2: Supplies and Materials<br>Yr. 3: Supplies and materials   |   |  | Assessments:<br>Supplemental (\$10,000)   | Assessments:<br>Supplemental (\$10,000)  | Assessments:<br>Supplemental (\$10,000)   |
| Provide interventions for academically, behaviorally, and social/emotionally at risk students. | State Priorities:<br>Pupil Achievement<br>Other Pupil Outcomes<br>Pupil Engagement<br>School Climate<br><br>Strategic Goals:<br>Pillar 2: Safe and Healthy Schools<br>Strategic Goal<br>Pillar 3: Academic Achievement and Enrichment | Management and oversight of districtwide interventions, site support<br>Yr. 2: Management and oversight of districtwide interventions, site support<br>Yr. 3: Management and oversight of districtwide interventions, site support |   |  | Exec. director and coordinators:<br>Supplemental (\$370,000)<br><br>TOSAs and site coordination stipends:<br>Supplemental (\$338,800)<br><br>Statistician: Supplemental (\$95,000)                | Exec. director and coordinators:<br>Supplemental (\$370,000)<br><br>TOSAs and site coordination stipends:<br>Supplemental (\$338,800)<br><br>Statistician: Supplemental (\$95,000) | Exec. director and coordinators:<br>Supplemental (\$370,000)<br><br>TOSAs and site coordinators:<br>Supplemental (\$338,800)<br><br>Statistician: Supplemental (\$95,000) |

| Goal<br>(Include and identify all goals from Section 2)  | Related State and Local Priorities<br>(from Section 2)   | Actions and Services   | Level of Service<br>(Indicate if school-wide or LEA-wide) | Annual Update:<br>Review of actions/<br>services | What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source?   |   |   |
|--|--|--|---|--|---|---|---|
|  |  |  |   |  | LCAP YEAR 1: 2014-15  | LCAP YEAR 2: 2015-16  | LCAP YEAR 3: 2016-17  |
|  |  |  |   |  | Counselors (2 FTE):<br>Supplemental (\$220,000)   |   |   |
|  |  | Professional Development/Training for Certificated and Paraprofessional staff<br><br>Yr. 2: Professional Development/Training for Certificated and Paraprofessional staff<br><br>Yr. 3: Professional Development/Training for Certificated and Paraprofessional staff  |   |  | Substitutes for certificated and paraprofessional training : Supplemental (\$20,000)<br><br>Consultant: Supplemental (\$5,000)  | Substitutes for certificated and paraprofessional training: Supplemental (\$20,000)<br><br>Consultant: Supplemental (\$5,000)   | Substitutes for certificated and paraprofessional training : Supplemental (\$20,000)<br><br>Consultant: Supplemental (\$5,000)  |
| Increase the number of English Learners who achieve fluency and decrease the number of long-term English Learners. | State Priorities:<br>Pupil Achievement<br>Other Pupil Outcomes<br><br>Strategic Goal:<br>Pillar 3: Academic Achievement and Enrichment | Increase number of ELLs who reclassify as fully English proficient and therefore decrease the number of LTEL students.<br><br>Yr. 2: Increase number of ELLs who reclassify as fully English proficient and therefore decrease the number of LTEL students<br><br>Yr. 3: Increase number of ELLs who reclassify as fully English proficient and therefore decrease the number of LTEL students | All schools   |  | Summer CELDT Test Prep: Supplemental (\$12,000)<br><br>Testing Technicians: Supplemental (\$167,000)<br><br>Secondary ELD sections: Supplemental (\$289,000)<br><br>Supplemental instructional materials: Supplemental (\$102,000)<br><br>CELDT: Supplemental (\$2,000) | Summer CELDT Test Prep: Supplemental (\$12,000)<br><br>Testing Technicians: Supplemental (\$167,000)<br><br>Secondary ELD sections: Supplemental (\$289,000)<br><br>Supplemental instructional materials: Supplemental (\$102,000)<br><br>CELDT: Supplemental (\$2,000) | Summer CELDT Test Prep: Supplemental (\$12,000)<br><br>Testing Technicians: Supplemental (\$167,000)<br><br>Secondary ELD sections: Supplemental (\$289,000)<br><br>Supplemental instructional materials: Supplemental (\$102,000)<br><br>CELDT: Supplemental (\$2,000) |
|  |  | Provide newcomer support<br><br>Yr. 2: Provide newcomer support  |   |  | Newcomer instructional materials: Supplemental (\$24,000)   | Newcomer instructional materials: Supplemental (\$24,000)   | Newcomer instructional materials: Supplemental (\$24,000)   |



| Goal<br>(Include and identify all goals from Section 2) | Related State and Local Priorities<br>(from Section 2) | Actions and Services  | Level of Service<br>(Indicate if school-wide or LEA-wide) | Annual Update:<br>Review of actions/<br>services | What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source?  |   |  |
|---|--|---|---|--|--|---|--|
|   |  |   |   |  | LCAP YEAR 1: 2014-15   | LCAP YEAR 2: 2015-16  | LCAP YEAR 3: 2016-17   |
|   |  | Yr. 3: Provide newcomer support   |   |  |  |   |  |
|   |  | Provide program guidance, professional development, instructional coaching, and support for teachers and paraprofessionals serving ELL students<br>Yr. 2: Provide program guidance, professional development, instructional coaching, and support for teachers of ELL students<br>Yr. 3: Provide program guidance, professional development, instructional coaching, and support for teachers of ELL students |   |  | EL Instructional coach (TOSA): Supplemental (\$100,000)<br>EL Instructional coach (TOSA): Other (\$100,000)<br>ELD advisors: Supplemental (\$103,850)<br>Substitutes for task force, meetings, professional development, coaching: Supplemental (\$59,500)<br>Site allocation for pd: Supplemental (\$135,000)<br>PD consultants: Supplemental (\$160,000)<br>Conferences and workshops: Supplemental (\$10,000) | EL Instructional coach (TOSA): Supplemental (\$100,000)<br>EL Instructional coach (TOSA): Supplemental (\$100,000)<br>ELD advisors: Supplemental (\$103,850)<br>Substitutes for task force, meetings, professional development, coaching: Supplemental (\$59,500)<br>Site allocation for pd: Supplemental (\$135,000)<br>PD consultants: Supplemental (\$160,000)<br>Conferences and workshops: Supplemental (\$10,000) | EL Instructional coach (TOSA): Supplemental (\$100,000)<br>EL Instructional coach (TOSA): Other (\$100,000)<br>ELD advisors: Supplemental (\$103,850)<br>Substitutes for task force, meetings, professional development, coaching: Supplemental (\$59,500)<br>Site allocation for pd: Supplemental (\$135,000)<br>PD Consultants: Supplemental (\$160,000)<br>Conferences and workshops: Supplemental (\$10,000) |
|   |  | Program operations<br>Yr. 2: Program operations<br>Yr. 3: Program operations  |   |  | Director: Supplemental (\$71,362)<br>Staff secretary: Supplemental (\$54,000)<br>Office supplies: Supplemental (\$6,000)<br>Printing: Supplemental (\$2,000)<br>Account clerk: Supplemental (\$26,250)   | Director: Supplemental (\$71,362)<br>Staff secretary: Supplemental (\$54,000)<br>Office supplies: Supplemental (\$6,000)<br>Printing: Supplemental (\$2,000)<br>Account clerk: Supplemental (\$26,250)  | Director: Supplemental (\$71,362)<br>Staff secretary: Supplemental (\$54,000)<br>Office supplies: Supplemental (\$6,000)<br>Printing: Supplemental (\$2,000)<br>Account clerk: Supplemental (\$26,250)   |



| Goal<br>(Include and identify all goals from Section 2)   | Related State and Local Priorities<br>(from Section 2)  | Actions and Services   | Level of Service<br>(Indicate if school-wide or LEA-wide) | Annual Update:<br>Review of actions/<br>services | What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source? |  |  |
|---|---|--|---|--|---|--|--|
|   |   |  |   |  | LCAP YEAR 1: 2014-15  | LCAP YEAR 2: 2015-16   | LCAP YEAR 3: 2016-17   |
| Increase the number of students on-track to graduate from high school who are college and career ready reflecting a K-12 broad course of study. | Pupil Achievement<br>Course Access<br>Pupil Engagement<br>Implementation of State Standards<br><br>Strategic Goal:<br>Pillar 3: Academic Achievement and Enrichment | Supplemental materials for elective classes<br>Yr. 2: Supplemental materials for elective classes<br>Yr. 3: Supplemental materials for elective classes                | All schools   |  | Supplemental instructional materials: Supplemental (\$1,000)  | Supplemental instructional materials: Supplemental (\$1,000)   | Supplemental instructional materials: Supplemental (\$1,000)   |
|   |   | College readiness and support<br>Yr. 2: College readiness and support<br>Yr. 3: College readiness and support  |   |  | AVID participation fee: Supplemental (\$67,140)   | AVID participation fee: Supplemental (\$67,140)  | AVID participation fee: Supplemental (\$67,140)  |
|   |   | Teen parent support<br>Yr. 2: Teen parent support<br>Yr. 3: Teen parent support  |   |  | Childcare supplies: Supplemental (\$5,000)  | Childcare supplies: Supplemental (\$5,000)   | Childcare supplies: Supplemental (\$5,000)   |
|   |   | Expand electives<br>Yr. 2: Expand electives<br>Yr. 3: Expand electives   |   |  | Additional sections to promote broad course of study: Supplemental (\$120,000)  | Additional sections to promote broad course of study: Supplemental (\$120,000)   | Additional sections to promote broad course of study: Supplemental (\$120,000)   |
|   |   | Support for CTE, VAPA, and broad course of study<br>Yr. 2: Support for CTE, VAPA, and broad course of study<br>Yr. 3: Support for CTE, VAPA, and broad course of study |   |  | Additional K-12 offerings to support CTE, VAPA, and broad course of study: Supplemental (\$140,000)<br>VAPA/CTE Coordinator: Supplemental (\$110,000)<br>Equipment: Supplemental (\$100,000)      | Additional K-12 offerings to support CTE, VAPA, and broad course of study: Supplemental (\$140,000)<br>VAPA/CTE Coordinator: Supplemental (\$110,000)<br>Equipment: Supplemental (\$100,000) | Additional K-12 offerings to support CTE, VAPA, and broad course of study: Supplemental (\$140,000)<br>VAPA/CTE Coordinator: Supplemental (\$110,000)<br>Equipment: Supplemental (\$100,000) |
|   |   |  |   |  |   |  |  |

| Goal<br>(Include and identify all goals from Section 2  | Related State and Local Priorities<br>(from Section 2   | Actions and Services  | Level of Service<br>(Indicate if school-wide or LEA-wide | Annual Update: Review of actions/ services | What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source?  |   |   |
|---|---|---|--|--|--|---|---|
|   |   |   |  |  | LCAP YEAR 1: 2014-15   | LCAP YEAR 2: 2015-16  | LCAP YEAR 3: 2016-17  |
| Expand parent and community engagement to include representation of all students.                                       | Parent Involvement Community Engagement<br><br>Strategic Goal: Pillar 1 : Community Relations | Facilitate effective communications with CUSD families and stakeholders<br><br>Yr. 2: Facilitate effective communications with CUSD families and stakeholders<br><br>Yr. 3: Facilitate effective communications with CUSD families and stakeholders       | All schools  |  | Enhance online and other communication vehicles to support parent information: Base (\$161,000)<br><br>Staffing in Public Information/Community relations: Base (\$318,000)<br><br>Supplies: Base (\$9,000)<br><br>Services: Base (\$36,000)<br><br>Technical support: Base (\$90,000) | Enhance online and other communication vehicles to support parent information: Base (\$161,000)<br><br>Staffing in Public Information/Community relations: Base (\$370,000)<br><br>Supplies: Base (\$9000)<br><br>Services: Base (\$36,000)<br><br>Technical support: Base (\$90,000) | Enhance online and other communication vehicles to support parent information: Base (\$161,000)<br><br>Staffing in Public Information/Community relations: Base (\$378,000)<br><br>Supplies: Base (\$9000)<br><br>Services: Base (\$36,000)<br><br>Technical support: Base (\$36,000) |
|   |   | Increase representative engagement of parents in district advisory groups<br><br>Yr. 2: Increase representative engagement of parents in district advisory groups<br><br>Yr. 3: Increase representative engagement of parents in district advisory groups |  |  | Printing costs: Base (\$5,000)   | Printing costs: Base (\$5,000)  | Printing costs: Supplemental (\$5,000)  |
| Develop a multi-year plan to enhance facilities that are safe, healthy, and appropriate to foster academic achievement. | Basic Strategic Goal Pillar 5: Effective Operations   | Manage assets/inventory of instructional equipment and materials<br><br>Yr. 2: Manage assets/inventory of instructional equipment and materials   | All schools  |  | Online digital tracking and repository solution: Base (\$330,000)<br><br>Inventory baseline and maintenance (additional assignment): Base (\$60,000)   | Online digital tracking and repository solution: Base (\$330,000)<br><br>Inventory baseline and maintenance (additional assignment): Base (\$60,000)  | Online digital tracking and repository solution: Base (\$300,000)<br><br>Inventory baseline and maintenance (additional assignment): Base (\$60,000)  |

| Goal<br>(Include and identify all goals from Section 2)   | Related State and Local Priorities<br>(from Section 2) | Actions and Services   | Level of Service<br>(Indicate if school-wide or LEA-wide) | Annual Update:<br>Review of actions/<br>services | What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source? |   |   |
|---|--|--|---|--|---|---|---|
|   |  |  |   |  | LCAP YEAR 1: 2014-15  | LCAP YEAR 2: 2015-16  | LCAP YEAR 3: 2016-17  |
| Increase the number of student and staff technological devices required to support 21st century learning. |  | Yr. 3: Manage assets/inventory of instructional equipment and materials  |   |  |   |   |   |
|   |  | Provide digital tool access to teachers and students<br>Yr. 2: Provide digital tool access to teachers and students<br>Yr. 3: Provide digital tool access to teachers and students |   |  | Purchase of digital devices: Other (\$4,000,000)  | Purchase of digital devices: Other (\$4,000,000)  | Purchase of digital devices: Other (\$4,000,000)  |
|   |  | Ensure that facilities are safe and healthy.<br>Yr. 2: Ensure that facilities are safe and healthy<br>Yr. 3: Ensure that facilities are safe and healthy                           |   |  | Deferred Maintenance: Base (\$1,500,000)<br>Routine Maintenance: Base (\$10,072,000)<br>Implement Prop 39 energy grants to increase facility energy efficiency: Other (\$2,000,000)               | Deferred maintenance: Base (\$2,000,000)<br>Routine maintenance: Base (\$10,274,000)<br>Implement Prop 39 energy grants to increase facility energy efficiency: Other (\$2,098,000) | Deferred maintenance: Base (\$2,000,000)<br>Routine maintenance: Base (\$10,479,000)<br>Implement Prop 39 energy grants to increase facility energy efficiency: Other (\$2,098,000) |
|   |  | Site allocation for instructional resources<br>Yr. 2: Site allocation for instructional resources<br>Yr. 3: Site allocation for instructional resources                            |   |  | Baseline allocations for supplies/materials: Base (\$323,500)   | Baseline allocations for supplies/materials: Base (\$323,500)   | Baseline allocations for supplies/materials: Base (\$323,500)   |

- B. Identify additional annual actions, and the LEA may include any services that support these actions, above what is provided for all pupils that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01 and pupils redesignated as fluent English proficient. The identified actions must include, but are not limited to, those actions that are to be performed to meet the targeted goals described in Section 2 for low-income pupils, English learners, foster youth and/or pupils redesignated as fluent English proficient (e.g., not listed in Table 3A above). List and describe expenditures for each fiscal year implementing these actions, including where those expenditures can be found in the LEA's budget.

| Goal<br>(Include and identify all goals from Section 2)  | Related State and Local Priorities<br>(from Section 2)   | Actions and Services  | Level of Service<br>(Indicate if school-wide or LEA-wide) | Annual Update:<br>Review of actions/<br>services | What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source? |  |  |
|--|--|---|---|--|---|--|--|
|  |  |   |   |  | LCAP YEAR 1: 2014-15  | LCAP YEAR 2: 2015-16   | LCAP YEAR 3: 2016-17   |
| Students will demonstrate academic growth and proficiencies needed to ensure they leave the TK-12 system ready for college and career. | State Priorities:<br>Basic Pupil Achievement<br>Other Pupil Outcomes<br>Implementation of State Standards<br><br>Strategic Goal Pillar 3:<br><ul style="list-style-type: none"> <li>Academic Achievement and Enrichment</li> </ul> |   | All schools   |  |   |  |  |
| Provide interventions for academically, behaviorally, and social/emotionally at risk students.   | State Priorities:<br>Pupil Achievement<br>Other Pupil Outcomes<br>Pupil Engagement<br>School Climate<br><br>Strategic Goals:<br>Pillar 2: Safe and Healthy Schools<br>Strategic Goal Pillar 3: Academic Achievement and Enrichment | Provide interventions and support for non-proficient ELLs<br><br>Yr. 2: Provide interventions and support for non-proficient ELLs<br><br>Yr. 3: Provide interventions and support for non-proficient ELLs | All schools   |  | Site allocations: Supplemental (\$135,000)<br><br>Online leveled intervention in ELA and math: Supplemental (\$280,000)<br><br>Technical support for online programs: Other (\$7,000)             | Site allocations: Supplemental (\$135,000)<br><br>Online leveled intervention in ELA and math: Supplemental (\$280,000)<br><br>Technical support for online programs: Supplemental (\$7,000) | Site allocations: Supplemental (\$135,000)<br><br>Online leveled intervention in ELA and math: Supplemental (\$280,000)<br><br>Technical support for online programs: Supplemental (\$7,000) |
|  |  | Foster program needs assessment<br><br>Yr. 2: Foster program needs assessment   |   |  | Data collection and analysis: Supplemental (\$1,000)  | Data collection and analysis: Supplemental (\$1,000)   | Data collection and analysis: Supplemental (\$1,000)   |

| Goal<br>(Include and identify all goals from Section 2)  | Related State and Local Priorities<br>(from Section 2)   | Actions and Services  | Level of Service<br>(Indicate if school-wide or LEA-wide) | Annual Update:<br>Review of actions/<br>services | What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source? |   |   |
|--|--|---|---|--|---|---|---|
|  |  |   |   |  | LCAP YEAR 1: 2014-15  | LCAP YEAR 2: 2015-16  | LCAP YEAR 3: 2016-17  |
|  |  | Yr. 3: Foster program needs assessment  |   |  |   |   |   |
| Increase the number of English Learners who achieve fluency and decrease the number of long-term English Learners. | State Priorities:<br>Pupil Achievement<br>Other Pupil Outcomes<br><br>Strategic Goal:<br>Pillar 3: Academic Achievement and Enrichment | Increase the number of ELLs who reclassify as fully English proficient.<br>Yr. 2: Increase the number of ELLs who reclassify as fully English proficient.<br>Yr. 3: Increase the number of ELLs who reclassify as fully English proficient. | All schools   |  | See Part A: Goals 3 and LEA Plan for detailed plan of support : ( )   | See Part A: Goals 3 and LEA Plan for detailed plan of support : ( ) | See Part A: Goals 3 and LEA Plan for detailed plan of support : ( ) |
|  |  | Decrease the number of LTEL students.<br>Yr. 2: Decrease the number of LTEL students.<br>Yr. 3: Decrease the number of LTEL students  |   |  | See Part A: Goals 3 and LEA Plan for detailed plan of support : ( )   | See Part A: Goals 3 and LEA Plan for detailed plan of support : ( ) | See Part A: Goals 3 and LEA Plan for detailed plan of support : ( ) |
|  |  | Provide newcomer support<br>Yr. 2: Provide newcomer support<br>Yr. 3: Provide newcomer support  |   |  | See Part A: Goals 3 and LEA Plan for detailed plan of support : ( )   | See Part A: Goals 3 and LEA Plan for detailed plan of support : ( ) | See Part A: Goals 3 and LEA Plan for detailed plan of support : ( ) |
|  |  | Provide program guidance, professional development, instructional coaching, and support for teachers and paraprofessionals serving ELL students   |   |  | See Part A: Goals 3 and LEA Plan for detailed plan of support : ( )   | See Part A: Goals 3 and LEA Plan for detailed plan of support : ( ) | See Part A: Goals 3 and LEA Plan for detailed plan of support : ( ) |

| Goal<br>(Include and identify all goals from Section 2)   | Related State and Local Priorities<br>(from Section 2)  | Actions and Services   | Level of Service<br>(Indicate if school-wide or LEA-wide) | Annual Update:<br>Review of actions/ services | What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source? |   |   |
|---|---|--|---|---|---|---|---|
|   |   |  |   |   | LCAP YEAR 1: 2014-15  | LCAP YEAR 2: 2015-16  | LCAP YEAR 3: 2016-17  |
|   |   | Yr. 2: Provide program guidance, professional development, instructional coaching, and support for teachers and paraprofessionals serving ELL students<br><br>Yr. 3: Provide program guidance, professional development, instructional coaching, and support for teachers and paraprofessionals serving ELL students |   |   |   |   |   |
|   |   | Program operations<br>Yr. 2: Program operations<br>Yr. 3: Program operations   |   |   | See Part A: Goals 3 and LEA Plan for detailed plan of support : ( )   | See Part A: Goals 3 and LEA Plan for detailed plan of support : ( ) | See Part A: Goals 3 and LEA Plan for detailed plan of support : ( ) |
| Increase the number of students on-track to graduate from high school who are college and career ready reflecting a K-12 broad course of study. | Pupil Achievement<br>Course Access<br>Pupil Engagement<br>Implementation of State Standards<br><br>Strategic Goal:<br>Pillar 3: Academic Achievement and Enrichment |  | All schools   |   |   |   |   |
| Expand parent and community engagement to include   | Parent Involvement<br>Community Engagement<br><br>Strategic Goal:   | Ensure translation of school documents for schools with 15% or more ELLs   | All schools   |   | Contracted translation services: Supplemental (\$4,000)   | Contracted translation services: Supplemental (\$4,000)             | Contracted translation services: Supplemental (\$4,000)             |

| Goal<br>(Include and identify all goals from Section 2)  | Related State and Local Priorities<br>(from Section 2) | Actions and Services   | Level of Service<br>(Indicate if school-wide or LEA-wide) | Annual Update:<br>Review of actions/<br>services | What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source?                                    |  |  |
|--|--|--|---|--|--|--|--|
|  |  |  |   |  | LCAP YEAR 1: 2014-15   | LCAP YEAR 2: 2015-16   | LCAP YEAR 3: 2016-17   |
| representation of all students.  | Pillar 1 : Community Relations                         | Yr. 2: Ensure translation of school documents for schools with 15% or more ELLs<br><br>Yr. 3: Ensure translation of school documents for schools with 15% or more ELLs   |   |  | Translators: Supplemental (\$188,000)  | Translators: Supplemental (\$188,000)  | Translators: Supplemental (\$188,000)  |
|  |  | Facilitate communication, parent education, and engagement of parents of ELLs.<br><br>Yr. 2: Facilitate communication, parent education, and engagement of parents of ELLs.<br><br>Yr. 3: Facilitate communication, parent education, and engagement of parents of ELLs. |   |  | Bilingual community liaisons: Supplemental (\$1,277,044)<br><br>Parent education programs such as PIQE: Supplemental (\$30,000)<br><br>DELAC childcare: Supplemental (\$2,000)<br><br>Supplies and materials: Supplemental (\$1,000) | Bilingual community liaisons: Supplemental (\$1,277,044)<br><br>Parent education programs such as PIQE: Supplemental (\$30,000)<br><br>DELAC childcare: Supplemental (\$2,000)<br><br>Supplies and materials: Supplemental (\$1,000) | Bilingual community liaisons: Supplemental (\$1,277,044)<br><br>Parent education programs such as PIQE: Supplemental (\$30,000)<br><br>DELAC childcare: Supplemental (\$2,000)<br><br>Supplies and materials: Supplemental (\$1,000) |
| Develop a multi-year plan to enhance facilities that are safe, healthy, and appropriate to foster academic achievement. Increase the number of student and | Basic Strategic Goal Pillar 5: Effective Operations    |  | All schools   |  |  |  |  |

| Goal<br>(Include and identify all goals from Section 2)                | Related State and Local Priorities<br>(from Section 2) | Actions and Services | Level of Service<br>(Indicate if school-wide or LEA-wide) | Annual Update:<br>Review of actions/<br>services | What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source? |                      |                      |
|--|--|----------------------|---|--|---|----------------------|----------------------|
|  |  |                      |   |  | LCAP YEAR 1: 2014-15  | LCAP YEAR 2: 2015-16 | LCAP YEAR 3: 2016-17 |
| staff technological devices required to support 21st century learning. |  |                      |   |  |   |                      |                      |



- C. Describe the LEA's increase in funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5). Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496. For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a school site in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district's goals for unduplicated pupils in the state priority areas. (See 5 CCR 15496(b) for guidance.)

Capistrano Unified School District has budgeted \$3,578,787 of the \$6,893,933 LCFF Supplemental funds to address the priorities for all students through:

- Providing 180 days of instruction for students: Impacts all students, including unduplicated. (Goal 1)
- Decreasing class size for students: Impacts all students, including unduplicated. (Goal 1)
- Professional development for all teachers and paraprofessionals: Emphasis on providing high quality instruction, including Tier 1 interventions for all students, including unduplicated students. (Goal 1)
- Student access to interventions (academic, behavioral, and social): Through a multi-tiered system of support, all students, including unduplicated students will benefit from academic supports, and related interventions. (Goal 2)
- Preparation for College and Career through successful completion of a broad course of study: All students, including unduplicated, will benefit from a systematic process focused on meeting graduation requirements, entry requirements for college, and a broad course of study, including CTE and VAPA. (Goal 4)
- Enhanced parent communications and opportunities for engagement in school and district training, workshops, and activities: All parents will benefit from enhancements, including parents of unduplicated students. (Goal 5)

The District has determined these actions are the most effective to meet the goals.

- D. Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

Capistrano Unified School District has developed a plan to utilize LCFF Supplemental Funds specifically to meet the needs of English Learners, Low Income and Foster Youth Students by allocating \$3,315,146 for a variety of programs and services. The funds will be used to meet goals through targeted services for unduplicated pupils identified as English Learners, low income, or foster youth by:

- Professional development on strategies to support English Learners, including specific training on the English Language Development (ELD) Standards. (Goal 3)
- Targeted intervention programs designed to support unduplicated students' achievement in literacy and math with specific consideration to language and other needs. (Goals 1, 2, and 3)
- Increased support in assessment. (Goal 3)
- Increased support to ELL newcomer students. (Goal 3)
- Targeted actions to impact the number of students considered long-term English Learners. (Goal 3)
- Support to families of unduplicated students, including parent education, enhanced communications through community liaisons, increased translation services, and facilitation of engagement in school and district activities. (Goal 5)

NOTE: Authority cited: Sections 42238.07 and 52064, Education Code. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.5, 47606.5, 48926, 52052, 52060-52077, and 64001, Education Code; 20 U.S.C. Section 6312.

DRAFT

**DELAC LCAP Stakeholder Meeting Input**  
**February 6, 2014**

**A. Conditions of Learning**

**Basic Services, Implementation of State Standards, and Course Access**

| Working Well | Target                       |
|--------------|------------------------------|
|              | N/A – this was not discussed |

**B. Pupil Outcomes**

**Pupil Achievement and Other Pupil Outcomes**

| Working Well  | Target   |
|---|--|
| <ul style="list-style-type: none"> <li>• BCL at schools</li> <li>• ELD Advisors</li> <li>• Tutoring (Title III)</li> <li>• Intervention from Beginning EL to Intermediate EL</li> <li>• Lexia program</li> <li>• After School interventions in ELA and Math (not at all schools)</li> <li>• GRIP</li> <li>• Las Palmas “Dog Watch”</li> </ul> | <ul style="list-style-type: none"> <li>• Offer English Language Development to parents</li> <li>• Offer English Language Development to students at all levels</li> <li>• All students take A-G requirements</li> <li>• Parent education on requirements and grades</li> <li>• Promote programs</li> <li>• More training for parents on how to use Parent Portal and Schoolloop</li> <li>• More after school programs</li> <li>• Newcomer program (extend school year)</li> <li>• CAHSEE prep</li> <li>• 0 or 7 period classes – extend to more students</li> <li>• Notification of missing assignments via phone</li> <li>• Proactive – reaching out to parents</li> <li>• LTL by grade level</li> <li>• Better support for parents to understand programs</li> <li>• Parent participation – increase and volunteers</li> <li>• Intermediate EL support → redesignation FEP</li> <li>• More support for non-Title 1 schools</li> <li>• After school tutoring</li> <li>• Promoting safety</li> <li>• Counselors to help students – academic, guidance/career</li> <li>• Early intervention/identify Special Ed.</li> </ul> |

## C. Engagement

### Parent Involvement, Pupil Engagement, and School Climate

Data – revealed that English Learner subgroup has a high percentage of parents without Parent Portal accounts

Barriers Identified - No computer, No internet, Language barrier

| Working Well | Target  |
|--------------|---|
|              | <ul style="list-style-type: none"><li>• Parent Portal meetings in morning and evening</li><li>• ELD Advisors to assist with Parent Portal</li><li>• Create a handbook with information and directions about the Parent Portal</li><li>• At ELAC meeting, go to the computer lab to sign-up</li><li>• Make an appointment with the BCL for assistance</li><li>• Print a list of parents without accounts for the ELD Advisor and BCL</li><li>• More outreach/information from the BCL and ELD Advisor</li><li>• Access computer in District Office lobby</li><li>• Make Parent Portal part of the registration process for new students and have staff assist as needed</li><li>• Would like a guide and information on curriculum and school-related matters to assist parents – suggestion was made to attend ELAC meetings to learn</li><li>• It would be great to have the computer lab and library open after school for both parents and students</li><li>• Would like more support and ideas for ELAC development – suggestion was made to have presentations on topics suggested by the parents and to personally invite/welcome parents</li></ul> |

## D. Local Priorities

| Working Well | Target                       |
|--------------|------------------------------|
|              | N/A – this was not discussed |

**LCAP Stakeholder Meeting Input**  
**March 5, 2014**

**A. Conditions of Learning**

**a. Basic Services**

| <b>Working Well</b>  | <b>Target</b>   |
|--|---|
| <ul style="list-style-type: none"> <li>• Open Air Planning (low density building)</li> </ul> | <ul style="list-style-type: none"> <li>• Computer access for SBAC</li> <li>• Carpet cleaning</li> <li>• Floor repair/replacement</li> <li>• Leaks</li> <li>• Old computers</li> <li>• Wifi unstable or down</li> <li>• \$1 billion needed to bring facilities up to date</li> <li>• Psycho-social stress (competition)</li> </ul> |

**b. Implementation of State Standards**

| <b>Working Well</b> | <b>Target</b>   |
|---------------------|---|
|                     | <ul style="list-style-type: none"> <li>• Correlation between teacher and student ratio? Scores down, student population increased</li> <li>• Specific outlined funding for ESL students</li> <li>• How do we prepare for Smarter Balanced and Common Core and technology</li> </ul> |

**c. Course Access**

| <b>Working Well</b> | <b>Target</b>  |
|---------------------|--|
|                     | <ul style="list-style-type: none"> <li>• Is there an open access policy for Honors and AP courses at middle and high schools?</li> <li>• Establish computer standards/replacement process and funding</li> </ul> |

**B. Pupil Outcomes**

**a. Pupil Achievement**

| <b>Working Well</b>  | <b>Target</b>   |
|--|---|
| <ul style="list-style-type: none"> <li>• Common Core</li> <li>• AP Scores</li> </ul> | <ul style="list-style-type: none"> <li>• GATE Identification – confusion among parents (\$30 per student is all the money we have)</li> <li>• New Common Core Standards – 3 years math completion and proficiency, Algebra I and II</li> <li>• Old Standards – 2 years math comp., Algebra I; how are kids going to graduate who can't meet the change?</li> <li>• Is there an open access policy for Honors/AP at middle and high schools?</li> <li>• LTEL progression</li> <li>• Structured ELD program</li> <li>• ELD standards not addressed</li> </ul> |

**b. Other Pupil Ourcomes**

| <b>Working Well</b>   | <b>Target</b>   |
|---|---|
| <ul style="list-style-type: none"> <li>• IB K-12</li> <li>• Principal leadership</li> </ul> | <ul style="list-style-type: none"> <li>• STEM stigma (gender)</li> <li>• Data needs to include teacher/student ratio</li> <li>• Without greater \$ outcomes will continue to drop</li> <li>• Community involvement (drug intervention)</li> </ul> |

**C. Engagement**

**a. Parent Involvement**

| <b>Working Well</b>  | <b>Target</b>  |
|--|--|
| <ul style="list-style-type: none"> <li>• Audio recordings</li> <li>• Board (web access, schoolloop)</li> </ul> | <ul style="list-style-type: none"> <li>• Needs to be promoted at school level</li> <li>• No transparency or engagement – 4 parents attended this meeting</li> <li>• Have schools publicize these meetings on listservs in addition to telephoning parents</li> <li>• Board (web televised)</li> <li>• Need to have larger attendance of parents</li> </ul> |

**b. Pupil Engagement**

| <b>Working Well</b>   | <b>Target</b>  |
|---|--|
| <ul style="list-style-type: none"> <li>• Good but it looks like college prep dropping; 2013 with our scores (API) we should have more kids completing high school ready for college level work</li> </ul> | <ul style="list-style-type: none"> <li>• A-G levels are too low</li> <li>• Hold parents accountable</li> </ul> |

**c. School Climate**

| <b>Working Well</b>                                 | <b>Target</b>   |
|---|---|
| <ul style="list-style-type: none"> <li>•</li> </ul> | <ul style="list-style-type: none"> <li>• Behavioral Plan (BIP) should be implemented for Special Ed students – suspensions should not be an option until all other methods “BIP” are exhausted</li> <li>• Need greater adult/student ratios – more teachers and counselors</li> </ul> |

**D. Local Priorities**

| <b>Working Well</b>   | <b>Target</b>   |
|---|---|
| <ul style="list-style-type: none"> <li>• Retain our outstanding educators – continue support and honor agreements with union</li> </ul> | <ul style="list-style-type: none"> <li>• We need more pupil funding. We have a projected revenue increase by 2020? of up to \$8,700 per pupil – but right now we need:<br/>             -\$1 billion to bring building up to standards<br/>             -we have average class sizes of 34:1; Goal 20:1<br/>             -We have cut \$130 million in programs<br/>             Where will we find money to fund even basic education</li> </ul> |

|  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• ADA Existing schools</li> <li>• Community Based Tutoring</li> </ul> | <p>for students</p> <ul style="list-style-type: none"> <li>• We need a better plan and action for ESL students! - Starting in elementary school</li> <li>• Funding for gaps occurring for Special Ed. students</li> <li>• Reduce class sizes</li> <li>• ELD Standards and structured curriculum</li> <li>• LTEL – Have you heard of AVID Excel?</li> <li>• Parent Participation (7<sup>th</sup> grade advanced)</li> <li>• More funding from state</li> </ul> |
|--|---|

**CUEA LCAP Stakeholder Meeting Input  
March 12, 2014**

**A. Conditions of Learning**

**Basic Services, Implementation of State Standards, and Course Access**

| <b>Working Well</b>  | <b>Target</b>   |
|--|---|
| <ul style="list-style-type: none"> <li>• Great Teachers!</li> <li>• High AP pass rate</li> <li>• NHS tutors</li> </ul> | <ul style="list-style-type: none"> <li>• Aides for ELL children, especially in “K”</li> <li>• Intervention programs (elementary level) that rely on parent implementation are inconsistent in demonstrated progress due to parents not showing up. This should not be the parents’ job – but the District’s</li> <li>• MS – Focus class(es) for those with “failing grades” into Help Classes = support</li> <li>• Allow more students to attempt an AP course</li> <li>• Correct/appropriate curriculum for ELs, not GLAD</li> <li>• Facilities</li> <li>• Primary writing and grammar program and materials</li> <li>• Reduce class sizes in high school</li> <li>• AVID</li> <li>• Get rid of combo classes!!!!</li> <li>• Need to remediate in elementary – not passing on when basic skills aren’t strong</li> <li>• Upgrade technology</li> <li>• After school support for low performing students in high school</li> <li>• Reduce class size in K-12</li> <li>• Reduce class size – additional support for teachers with subgroups (one cannot address all subgroups)</li> <li>• Bring back professional development with pay</li> <li>• Balanced classes at elementary (sub groups and behavior)</li> <li>• Intervention programs for K-5</li> </ul> |

**B. Pupil Outcomes**

**Pupil Achievement and Other Pupil Outcomes**

| <b>Working Well</b>  | <b>Target</b>   |
|--|---|
| <ul style="list-style-type: none"> <li>• Unduplicated students do better in math than ELA</li> <li>• Character ed – elementary</li> <li>• Lecture-based /</li> </ul> | <ul style="list-style-type: none"> <li>• Provide actual intervention programs and personnel - do not rely on teacher-generated programs – elementary</li> <li>• Smaller class sizes</li> <li>• Repeat failed courses at middle school</li> <li>• Look to National programs where com. col. partner</li> </ul> |



|  |   |
|--|---|
| standards-based<br>alternative<br>education<br>opportunities | <p>with local school district to design pathways for special education students to find careers/get degrees</p> <ul style="list-style-type: none"> <li>• Special Education diploma vs. Certificate of Completion – Battle continues</li> <li>• There needs to be support for students who are not “qualified” as special ed., but are not able to perform in regular ed. classes</li> <li>• Students need to be placed where their needs are met, not just put in regular ed. and “lost”</li> <li>• EL performance</li> <li>• New ERWC course!</li> <li>• Invest in AVID</li> <li>• Elementary: Evidence is contradictory and controversial, but our experience shows that allowing some “leveling” in areas like math has helped some struggling students who are no longer getting extra help from aides. By leveling the “low” students usually get smaller class sizes</li> <li>• Provide more occupational courses to allow students to work straight out of high school</li> <li>• Eliminate AI! – Make students take the class again</li> <li>• Alternative training opportunities for kids who are not college bound</li> <li>• Alternative to A-G for high school ↑ skill based classes / vocational training</li> <li>• Shop classes</li> <li>• Funding/focus: Special education – increase \$\$ available for training paraprofessionals</li> <li>• ↓ class size</li> <li>• Funding to focus on EL population – don’t just throw money – hire someone to represent a few schools</li> <li>• Early intervention with subgroups – with personnel and programs</li> <li>• Make the ELD Advisors a full-time (TOSA?) position in order to delve deeper into data and focus on helping ELs @ specific sites.</li> </ul> |
|--|---|

### C. Engagement

#### Parent Involvement, Pupil Engagement, and School Climate

| Working Well   | Target   |
|--|--|
| <ul style="list-style-type: none"> <li>• Volunteer Recognition</li> <li>• Schoolloop.com</li> <li>• Great teachers!</li> </ul> | <ul style="list-style-type: none"> <li>• Behavior training for Gen Ed teachers to better understand strategies for Special Ed/Gen Ed student behaviors</li> <li>• Make a greater anti-bullying stance – be more visible</li> </ul> |

|  |   |
|--|---|
|  | <ul style="list-style-type: none"> <li>• More career paths – interests other than college focused</li> <li>• School/Family liaisons need to be full-time at schools with high EL population. They need to be proactive and encourage parents to attend ELAC meetings and other school functions or parent workshops. Liaisons should be employed at the school for several years to develop a rapport with Spanish-speaking parents</li> <li>• Vocational schools skill-based behavioral support for Special Ed students</li> <li>• Newcomers need a special District program instead of “sink or swim”. This is why (along with EL parent non-involvement) that EL newcomers don’t advance as fast as other subgroups.</li> <li>• Athletics!! Arts!</li> <li>• Smaller class sizes</li> <li>• Cultural/school - understanding on part of educators; training of educators</li> </ul> |
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#### D. Local Priorities

| Working Well | Target   |
|--------------|--|
|              | <ul style="list-style-type: none"> <li>• Fund paraprofessionals to cover K-5 duties so teachers can address student needs during breaks</li> </ul> |

## PTA Leg. LCAP Stakeholder Meeting Input

### A. Conditions of Learning

#### a. Basic Services

| Working Well  | Target   |
|---|--|
| <ul style="list-style-type: none"> <li>Great teachers and role models in our school – overall ✓✓✓</li> <li>Assignments have been real-life. Impressed (Elementary school)</li> <li>Peer review working. Integrate more</li> </ul> | <ul style="list-style-type: none"> <li>Too many kids in classrooms. We expect too much of our teachers. ✓✓ Agree (Elementary School)</li> <li>My number one complaint - We expect too much of our teachers</li> <li>We need more bathrooms (middle school/high school) and more <u>custodians</u> ✓ to keep them clean, also need to repair existing bathrooms</li> <li>Maintenance on older schools need action plan and action <u>now</u> ✓✓</li> <li>Counselors/advisors woefully low</li> <li>Nurses in elementary schools</li> <li>Facilities and supplies, technology too unequal</li> </ul> |

#### b. Implementation of State Standards

| Working Well  | Target   |
|---|--|
| <ul style="list-style-type: none"> <li>High grad rates</li> <li>Our kids are getting into good colleges!</li> </ul> | <ul style="list-style-type: none"> <li>More STEM learning at all schools at all levels ✓ (elementary school) ✓ All schools should benefit</li> <li>Analyze how to create curriculum that meets more A-G standards in high school, while integrating those down to middle so path to college is easily started no later than 7-8 grade</li> </ul> |

#### c. Course Access

| Working Well  | Target  |
|---|---|
| <ul style="list-style-type: none"> <li>CUSD offers IB, Academics (SOC SA) ✓✓</li> <li>Dual immersion language programs ✓</li> </ul> | <ul style="list-style-type: none"> <li>More honors classes at the high school level to meet the needs of more students. APs can be too rigorous and regular college prep not rigorous enough</li> <li>Eliminate Block schedule at high school so that students can take more A-G requirement classes.</li> <li>Make high school sports after school not an academic period (for example, if a student has to</li> </ul> |

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|  | <p>take water polo 5<sup>th</sup> period, then they are unable to take an academic class (A-G requirement). Sports should not take up an academic period. It should be a 7<sup>th</sup> period on transcript and practice after school. – I totally disagree. Keep them in sports during the school day. Add a 7<sup>th</sup> period to the schedule! I disagree, too! And I. ✓✓</p> <ul style="list-style-type: none"> <li>• More meaningful middle school electives to prepare for high school</li> <li>• More academic counselors</li> <li>• More A-G rated classes</li> <li>• Eliminate block ✓</li> </ul> |
|--|--|

## B. Pupil Outcomes

### a. Pupil Achievement

| Working Well  | Target   |
|---|--|
| <ul style="list-style-type: none"> <li>• 800 API scores and higher</li> <li>• Lots of great data presented today ✓</li> <li>• Graduation rates – yeah!</li> </ul> | <ul style="list-style-type: none"> <li>• Big English classes (43+) are hindering essays from being graded in a meaningful way – More writing classes offered in middle and high school that are smaller class size so teachers can grade essays ✓✓</li> <li>• Providing only or limiting non A-G classes ✓</li> <li>• In high school syllabus note “A-G requirement on classes that meet this ✓✓</li> <li>• Need to increase percentage of students attending 4-year college (too low for our area) ✓</li> <li>• Improve communication to students/parents about progress towards A-G satisfaction, etc. ✓✓✓</li> <li>• Provide online resources for college planning – many documents are still hard copy only! ✓✓</li> <li>• Model for global education standard and assess versus our own curriculum</li> <li>• Counseling resources need to be improved so all kids benefit from academic advisors ✓✓</li> <li>• Focus on improving college readiness for all students ✓</li> <li>• Need to improve on EAP for all students</li> <li>• All 12<sup>th</sup> graders should take a college writing/math readiness class</li> </ul> |

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**b. Other Pupil Ourcomes**

| <b>Working Well</b>   | <b>Target</b>  |
|---|--|
| <ul style="list-style-type: none"> <li>CUSD offers IB, Academies (SOCSA), dual immersion language programs ✓</li> </ul> | <ul style="list-style-type: none"> <li>More honor classes at high school level</li> <li>Better second language teaching at high school level that motivates kids to continue ✓</li> <li>ELL focus on achievement</li> <li>Check the strength of education in countries like Singapore, Finland, China and see where our students fair. If we want our children to compete globally, we need to see their strengths and apply it on our own</li> <li>More classes at high school level that provide career readiness, while falling under A-G req: AP Econ, Engineering, Programming, etc. ✓✓</li> <li>Eliminate the “Tutorial” at the high school level, decrease the passing periods, and add a 7<sup>th</sup> period so that our kids can fit an elective into their schedules, rather than having to take it online or at Saddleback. The thing that is getting sacrificed with offering only 6 periods (and zero) is the fund class that the kids will enjoy (ceramics, keyboarding, sport, and music/art versus having to choose) ✓✓✓✓</li> <li>Start offering real language options in middle school (the “Wheel” is an intro but nothing useful and 8<sup>th</sup> grade language doesn’t cover a full real year of language ✓✓✓</li> </ul> |

**C. Engagement**

**a. Parent Involvement**

| <b>Working Well</b>   | <b>Target</b>   |
|---|---|
| <ul style="list-style-type: none"> <li>Capo Talk – yes!</li> <li>Newsletters from local and district</li> </ul> | <ul style="list-style-type: none"> <li>Need to use CapoTalk to advertise LCAP input and education ✓</li> <li>More notice on these meetings ✓</li> </ul> |

|  |   |
|--|---|
| <p>is great</p> <ul style="list-style-type: none"> <li>Recent emphasis on focus groups and community forums</li> </ul> | <ul style="list-style-type: none"> <li>Bring back annual parents surveys of their school (digitally)</li> <li>Use online survey to gain parental feedback for 2013-2014 LCAP ✓ Agree!</li> <li>Improve communication with parents through SchoolLoop - not all teachers are using it</li> <li>Need an online survey so that parents can quickly and easily give input into LCAP and funding (similar to the Superintendent survey recently circulated)</li> <li>Website needs to include forums and focus groups ✓</li> <li>Increase ELAC parent engagement meetings on a regular basis to make sure parents are aware of A-G, redesignation rates, etc.</li> <li>Better, early notice about opportunities to have input ✓</li> </ul> |
|--|---|

**b. Pupil Engagement**

| <b>Working Well</b>  | <b>Target</b>   |
|--|---|
| <ul style="list-style-type: none"> <li>ASU not limited to a certain number of kids at high school level</li> <li>Increased participation in high school clubs/ASB</li> </ul> | <ul style="list-style-type: none"> <li>Survey recent grads on high school experience and how CUSD can prepare better</li> <li>Add incentives to students for attendance</li> <li>Add academic advisors and counselors so students who are “at risk” of dropout or not graduating can be tracked and intervention can occur ✓</li> <li>As ESL students improve English skills, they will be more engaged and less likely to drop out later on. Currently by advancing ESL kids beyond comprehension levels only increases the chances these kids become disillusioned and eventually drop out or fail to participate and perform</li> <li>Use of technology to increase student engagement</li> <li>ELL student groups to increase involvement and cross-assistance in language – workshops</li> </ul> |

**c. School Climate**

| Working Well  | Target   |
|---|--|
| <ul style="list-style-type: none"> <li>Increased participation in ASB/clubs at high school</li> <li>Campus Supervisors offer welcoming environment</li> </ul> | <ul style="list-style-type: none"> <li>Regarding Safety – concerned about large number of students on blacktop on Monday announcements (ie. Terrorists shootings)</li> <li>As Dr. Farley believes, studies show a good/well manicured/pleasant environment does lend to improved behavior (Ex. New York subway improvement project). We need to improve leaky roofs, poorly maintained campuses around the District</li> <li>Character programs at all grade levels</li> </ul> |

**D. Local Priorities**

| Working Well   | Target   |
|--|--|
| <ul style="list-style-type: none"> <li>GATE!</li> <li>AP/IB ✓✓✓</li> <li>Great music and arts programs ✓</li> <li>Love the IB program! Wish all high schools in CUSD offered it</li> </ul> | <ul style="list-style-type: none"> <li>GATE!</li> <li>Class size ✓✓</li> <li>Technology</li> <li>GATE instruction – they need supplement work and support groups (elementary)</li> <li>Tech equity</li> <li>GATE training and resources</li> <li>Keep curriculum and strong instruction as a top priority</li> <li>Continue to challenge and encourage kids at the upper level (GATE, IB, AP). These kids are our future leaders and will continue to keep overall quality up</li> <li>Continue music and arts as priorities ✓✓ in middle school ✓</li> <li>Change the way GATE kids are identified. A standardized test doesn't always identify the "smart" kids. Get teacher input as well. ✓✓</li> <li>STEM at all high schools ✓</li> <li>All middle school kids should have music, art and foreign language requirement</li> <li>ELAC – parent engagement</li> <li>ELL – attention to improvement in redesignating kids and increasing their proficiency</li> </ul> |

## Special Education LCAP Stakeholder Meeting Input

### A. Conditions of Learning

#### a. Basic Services

| Working Well   | Target  |
|--|---|
| <ul style="list-style-type: none"> <li>Online access to ILX (site specific) ✓</li> </ul> | <ul style="list-style-type: none"> <li>Instructional materials - targeted literacy materials for SLD, such as Orton-Gillingham ✓</li> <li>Planning in this area to accommodate levels in classrooms and an approach in place early in the school year is key ✓✓</li> <li>Bring your device to school ✓✓</li> <li>Instruction in non-language based form, such as video, art, drama, etc. ✓✓✓✓</li> <li>Teacher training – Special Ed. teacher trained in how to teach reading (pref. Orton-Gillingham)</li> </ul> |

#### b. Implementation of State Standards

| Working Well                                       | Target   |
|--|--|
| <ul style="list-style-type: none"> <li></li> </ul> | <ul style="list-style-type: none"> <li>CAHSEE – all students pass by 10<sup>th</sup> grade ✓</li> <li>Provide more opportunities to supplement and educate families on CAHSEE testing ✓✓</li> <li>Utilize access online for academic licenses to support testing ✓✓</li> <li>All students be able to read by 3<sup>rd</sup> grade</li> <li>Know math facts by 5<sup>th</sup> grade ✓✓✓</li> <li>All students know phonologic process well enough to spell all sounds for adequate spelling by 5<sup>th</sup> grade (no phonetic spelling) ✓</li> </ul> |

#### c. Course Access

| Working Well  | Target  |
|---|---|
| <ul style="list-style-type: none"> <li>Elem. Envision Math online – provides parent access</li> </ul> | <ul style="list-style-type: none"> <li>More access to materials that are measurable ✓✓</li> <li>Increase student/parent access to materials and textbooks ✓✓</li> </ul> |

### B. Pupil Outcomes

#### a. Pupil Achievement

| Working Well  | Target  |
|---|---|
| <ul style="list-style-type: none"> <li>Good numbers CUSD</li> <li>Teachers that discuss their education journey (going to college)</li> </ul> | <ul style="list-style-type: none"> <li>Writing college readiness need critical thinking - start early – essay</li> <li>Need for students to understand how grades, assignment/test influence grades which influence ability for college ✓</li> <li>Reading assessments in 1<sup>st</sup> grade beyond DIBELS</li> </ul> |



|  |   |
|--|---|
|  | <p>(such as rapid naming, non-context decoding) and 3<sup>rd</sup> grade and middle school ✓✓</p> <ul style="list-style-type: none"> <li>For students with AT devices – more ongoing training for parents and staff. If students can better communicate – better lifelong outcome ✓✓</li> </ul> |
|--|---|

**b. Other Pupil Outcomes**

| Working Well | Target  |
|--------------|---|
|              | <ul style="list-style-type: none"> <li>Special Ed students should be given the opportunities to broaden their scopes on a grander scale using various methods of communication</li> </ul> |

**C. Engagement**

**a. Parent Involvement**

| Working Well  | Target   |
|---|--|
| <ul style="list-style-type: none"> <li>District seeks input well – we have ample opportunities to give feedback ✓</li> <li>Many opportunities to give input at parent forums</li> <li>Opportunities and accommodations are better than ever – the environment to express concerns is also more constructive than ever before</li> </ul> | <ul style="list-style-type: none"> <li>Can add online surveys to get more feedback for parents who cannot attend meetings ✓</li> <li>Need increased communication between Special Ed support staff and parents. Introduction of these staff members at the beginning of the year and ongoing updates ✓</li> <li>Parent participation in special ed programs is almost non-existent in comparison to general ed (programs dictate participation) The experience leaves one feeling segregated.</li> </ul> |

**b. Pupil Engagement**

| Working Well   | Target   |
|--|--|
| <ul style="list-style-type: none"> <li>Great CUSD numbers – we’re doing this well</li> <li>Accountability plan seems to be bringing allof this to the forefront ✓</li> </ul> | <ul style="list-style-type: none"> <li>Starting early to help students choose what it takes in school NOW to achieve the future they desire via counseling, videos plus exposure to different jobs and fields (using speakers and video presentation...) ✓</li> <li>Early detection</li> <li>Early literacy intervention to lower dropout and increase college attendance</li> </ul> |

**c. School Climate**

| Working Well  | Target   |
|---|--|
| <ul style="list-style-type: none"> <li>• Anti-bullying campaigns are really a positive thing</li> </ul> | <ul style="list-style-type: none"> <li>• Executive function ed. for teachers, specifically elementary</li> <li>• Learn what motivates behavior – fund much more training and hire more certified behaviorists to keep kids in school. Disservice to see kids suspended – which is often reward for disengaged student. ✓</li> <li>• Implement a community service program in lieu of suspension. Get kids involved vs. removed. ✓</li> <li>• Proactive measures!</li> <li>• District/schoolwide positive behavioral programs – use Roz! ☺</li> </ul> |

**D. Local Priorities**

| Working Well | Target   |
|--------------|--|
|              | <ul style="list-style-type: none"> <li>• Limit class size in steps</li> <li>• Lower caseloads for service providers (SLPs)</li> <li>• More opportunities for continuing education</li> </ul> |

**LCAP Stakeholder Meeting Input**  
**April 3, 2014**

**A. Conditions of Learning**

**a. Basic Services**

| Working Well | Target   |
|--------------|--|
|              | <ul style="list-style-type: none"> <li>School internet denies access to certain useful websites, considering them games or other things</li> </ul> |

**b. Implementation of State Standards**

| Working Well | Target   |
|--------------|--|
|              | <ul style="list-style-type: none"> <li>I would like to see a cost breakdown for the implementation of Common Core (computers, wifi, curricular materials (books and digital), teacher training, and testing)</li> <li>I am concerned with keyboard skill disparity giving false test feedback for the new digital testing (may not be accurate measure of true competence).</li> </ul> |

**c. Course Access**

| Working Well | Target |
|--------------|--------|
|              |        |

**B. Pupil Outcomes**

**a. Pupil Achievement**

| Working Well | Target |
|--------------|--------|
|              |        |

**b. Other Pupil Ourcomes**

| Working Well | Target |
|--------------|--------|
|              |        |

**C. Engagement**

**a. Parent Involvement**

| Working Well | Target  |
|--------------|---|
|              | <ul style="list-style-type: none"> <li>A letter home to inform on major changes (such as Common Core) should be mandatory (rather than just robocalls)</li> </ul> |

**b. Pupil Engagement**

| Working Well   | Target   |
|--|--|
| <ul style="list-style-type: none"> <li>Good lessons (middle school)</li> </ul> | <ul style="list-style-type: none"> <li>Lack of technology projects (middle school)</li> <li>The metrics of categorizing students by race is a poor tool for discriminating between students. Rather the metrics should be ones that actually affect performance</li> </ul> |

|  |   |
|--|---|
|  | <p>and grad rates (attendance rate, tardies, homework completions, engagement in the classroom).</p> <ul style="list-style-type: none"> <li>• I believe English immersion would give non-English proficient students the best possible opportunity for long term success.</li> <li>• Funding for EL at a higher rate is not useful if progress isn't rewarded (essentially provides incentive for lower performance)</li> </ul> |
|--|---|

**c. School Climate**

| <b>Working Well</b>   | <b>Target</b>  |
|---|--|
| <ul style="list-style-type: none"> <li>• Middle schools – schools are safe</li> </ul> | <ul style="list-style-type: none"> <li>• Middle school – a lot of people get bad consequences</li> <li>• I'd like to see data correlating suspensions and expulsions with performance</li> </ul> |

**D. Local Priorities**

| <b>Working Well</b> | <b>Target</b> |
|---------------------|---------------|
|                     |               |

**Additional Comments:**

- 4 years of math
- AA's encouraging students in high school – a-g
- How will sites be funded
  - GATE services need to increase funding
  - Programs need to meet GATE needs
  - Accelerated not to get in middle school courses
- Class size too high especially at elementary (38)
- All day kindergarten
- Parent programs to understand our system
- Intervention programs
- Survey of top 3-5 priorities with \$ amount
  - Class size √√√√
  - Facilities
  - Nurses F/T
- Technology
  - middle school access to technology
  - Discrepancy of programs – K-3 music, VAPA, Visual Arts
- PD for teachers on integrated curriculum
- Vocal about budget



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

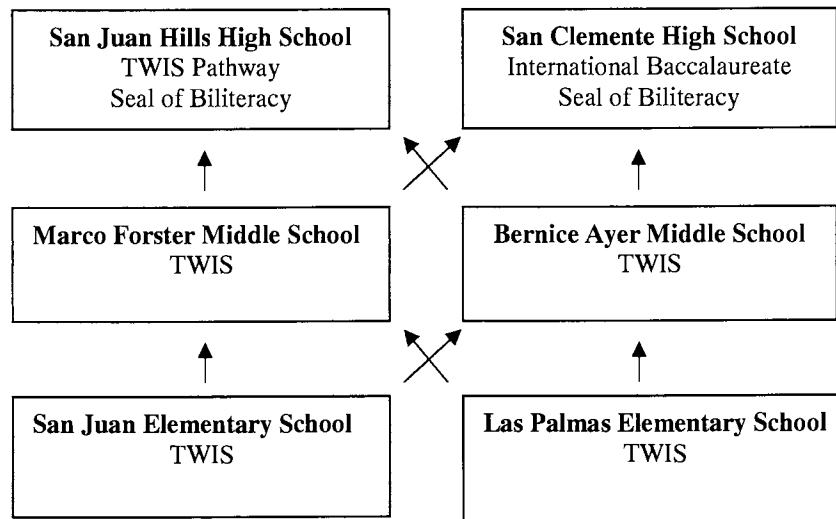
May 14, 2014

**CONTINUUM OF OFFERINGS FOR DISTRICT IMMERSION PROGRAMS**

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The District currently offers four elementary immersion programs. The Two-Way Immersion Spanish programs (TWIS) are fully implemented in kindergarten through fifth grade at Las Palmas and San Juan elementary schools. TWIS is expanding at Viejo Elementary School and is currently implemented in kindergarten through second grade. The Viejo Elementary School program will offer a full kindergarten through fifth grade continuum in the 2016-2017 school year. The Mandarin Immersion Program (MIP) operates at Bergeson Elementary School in kindergarten through second grade, and it is anticipated the program will expand through fifth grade in the 2016-2017 school year.

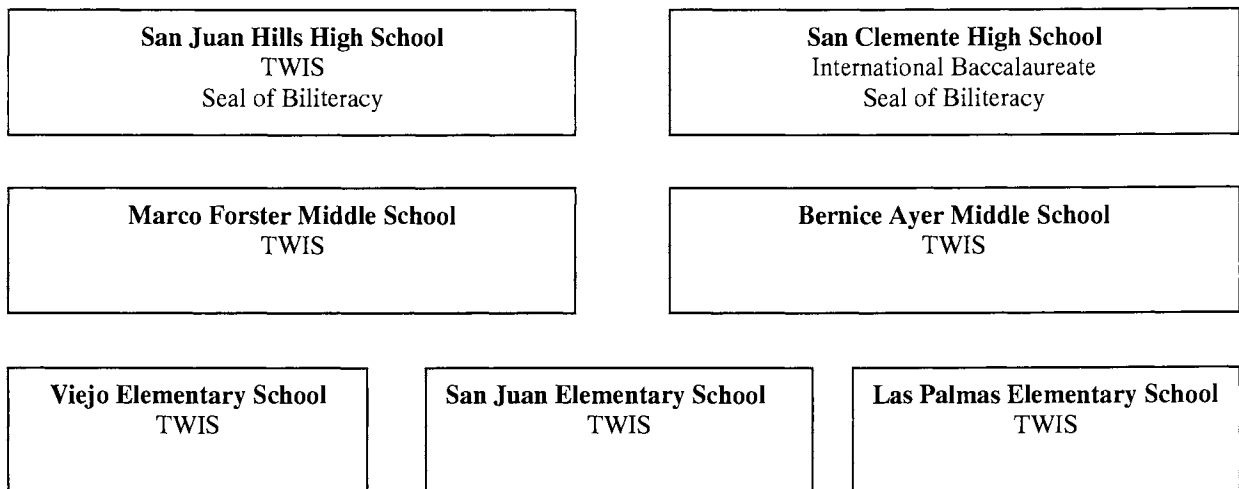
Feeder patterns have already been established for the TWIS programs at Las Palmas and San Juan elementary schools. Students who have participated in elementary TWIS have the opportunity to matriculate through middle and high school programs based on their interests and goals.



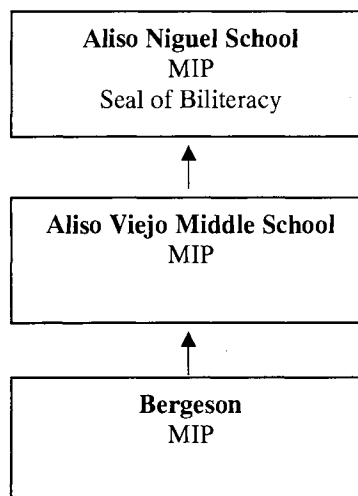
It is important to note while the TWIS programs offer great opportunities for students to develop biliteracy, they can be difficult to staff, particularly at the secondary levels. Content area teachers must possess both a single-subject credential and BCLAD credential to be qualified to teach a TWIS course. Additionally, TWIS programs tend to experience a slight decline in enrollment as students move through grade levels, particularly at the transitions between fifth and sixth grade and eighth and ninth grade.

As the Viejo TWIS and Bergeson MIP programs expand, participants are inquiring about the feeder patterns of these schools. Given the existing options of the TWIS program, enrollment patterns, and staffing challenges, it is recommended the District offer the following continuum of program options for TWIS and MIP:

**Two-Way Immersion Spanish Continuum**



**Mandarin Immersion Program Continuum**





Patrick D. Kelly  
Secretary-Treasurer and  
Principal Officer

# LOCAL UNION NO. 952

*GENERAL TRUCK DRIVERS, OFFICE, FOOD & WAREHOUSE UNION*

140 S. Marks Way • Orange, CA 92868-2698 • (714) 978-6111 • FAX (714) 978-0576 • [www.teamsters952.org](http://www.teamsters952.org)

TEAMSTER / CUSD

NEGOTIATIONS

April 29, 2014

Teamsters Local 952 requests to open Article 17 of the Collective Bargaining agreement for the purpose of adding clarity in section 17.1.1 and 17.1.2

Teamsters Local 952 reserves the right to add or amend proposals with proper notice..

Sincerely,

Jim Hetrick  
Business Representative





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

May 14, 2014

RESOLUTION NO. 1314-49

Excerpt from the Journal of the Board of Trustees/Education of the Capistrano Unified School District/Community College District of Orange County, State of California, for a Board meeting held on the 14<sup>th</sup> day of May, 2014, at 7:00 p.m. at which the following members were:

Present: Trustees Ellen Addonizio, John Alpay, Anna Bryson, Amy Hanacek, Lynn Hatton-Hodson, Gary Pritchard, and Jim Reardon

Absent: None

On motion of Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_, a Resolution and Order of Election and Specifications of the Election Order was adopted by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

Certified a correct copy this 14<sup>th</sup> day of May, 2014.

\_\_\_\_\_  
Clerk, Board of Trustees  
Capistrano Unified School District

RESOLUTION AND ORDER OF BIENNIAL TRUSTEE ELECTION  
AND SPECIFICATIONS OF THE ELECTION ORDER

*WHEREAS*, the election of the governing board members is ordered by law pursuant to §5000 of the Education Code to fill the office of members whose terms expire on December 5, 2014, next succeeding the election,

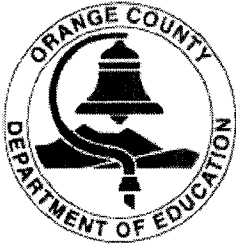
*NOW BE IT RESOLVED* that pursuant to the authority of Education Code §5304 and §5322, the County Superintendent of Schools, Orange County, is hereby informed of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on Tuesday, November 4, 2014.

The County Superintendent is further ordered to consolidate this election in accordance with Education Code §5340 and §5342.

Dated this 14th day of May, 2014.

---

Clerk, Board of Trustees  
Capistrano Unified School District



May 1, 2014

**ORANGE COUNTY  
DEPARTMENT  
OF EDUCATION**

200 KALMUS DRIVE  
P.O. BOX 9050  
COSTA MESA, CA  
92628-9050  
(714) 966-4000  
FAX (714) 432-1916  
[www.ocde.us](http://www.ocde.us)

**AL MIJARES, Ph.D.**  
County Superintendent  
of Schools

To: District Superintendents / Community College Chancellors

From: Chris Lombardo  
Director, Business Services

Subject: **Biennial Governing Board Elections**

A consolidated election is required in your district this year. It will be held on Tuesday, November 4, 2014, for members of specified governing boards, in accordance with Education Code Section 5340, which reads in part:

"School district governing board or community college district governing board member elections for two or more school districts of any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot."

Attached are the following documents:

- Current Roster of District Board Members
- List of Consolidated Governing Board Member Elections
- Tentative Calendar for Governing Board Member Elections
- Sample resolution and order

Please ask your board to complete one original resolution and order of election and return it to our office as soon as possible, but no later than **Friday, June 13, 2014**. A copy should also be sent to the Orange County Registrar of Voters, P.O. Box 11298, Santa Ana, CA 92711.

A uniform ballot will be furnished and will contain the names of candidates for all the governing board positions for which the voters of the district are entitled to vote at that election. All names, including incumbents, shall be listed by randomized alphabetical drawing, which is conducted by the Secretary of State. The cost of conducting consolidated elections will be prorated by the Registrar of Voters among the school districts/community college districts concerned.

Please call me at (714) 966-4248 if you have any questions or concerns about the biennial election process.

Attachments

cc: Assistants to Superintendents/Chancellors  
Wendy Benk ent, Business Services

**ORANGE COUNTY  
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

ROBERT M. HAMMOND

ELIZABETH PARKER

KEN L. WILLIAMS, D.O.

## 2014 ROSTER OF ORANGE COUNTY SCHOOL BOARD MEMBERS

| <u>SCHOOL DISTRICTS &amp; COMMUNITY COLLEGE DISTRICTS</u>   | <u>TRUSTEE'S NAME &amp; AREA</u> | <u>AREA ADDRESS</u>                           | <u>TERM</u> |
|---|----------------------------------|---|-------------|
| <b><u>ELEMENTARY SCHOOL DISTRICTS</u></b>   |                                  |   |             |
| <b>Anaheim City School District K-6</b><br>1001 S. East Street<br>Anaheim, CA 92805<br>(714) 517-7500                 | James Vanderbilt                 | 415 E. Chartres Street, Anaheim 92805         | 2016        |
|   | James R. "Bob" Gardner           | 2549 E. Hilda Place, Anaheim 92806            | 2016        |
|   | Sandra Blumberg (C)              | 2125 W. Victoria Avenue, Anaheim 92804        | 2014        |
|   | Jose F. Moreno (P)               | 1409 W. James Way, Anaheim 92801              | 2014        |
|   | Jeff Cole                        | 1235 N. Citron Lane, Anaheim 92804            | 2014        |
| <b>Buena Park School District K-8</b><br>6885 Orangethorpe Avenue<br>Buena Park, CA 90620<br>(714) 522-8412           | L. Carole Jensen                 | 5142 McComber Road, Buena Park 90621          | 2016        |
|   | Barbara Michel                   | 4592 Fairhope Drive, La Mirada 90638          | 2016        |
|   | Samuel Van Hamblen (C)           | 5471 Jonesboro Way, Buena Park 90621          | 2016        |
|   | Brian Chambers                   | 7488 El Campo, Buena Park 90620               | 2014        |
|   | Helen Lee (P)                    | 8167 Havasu Circle, Buena Park 90621          | 2014        |
| <b>Centralia School District K-6</b><br>6625 La Palma Avenue<br>Buena Park, CA 90620<br>(714) 228-3100                | Steve Harris (C)                 | 8207 Dracaena Drive, Buena Park 90620         | 2016        |
|   | Dennis Salts                     | 8121 Clover Way, Buena Park 90620             | 2016        |
|   | Irvin Trinkle                    | 6364 San Francisco Dr., Buena Park 90620      | 2014        |
|   | Lisa Jordan (P)                  | 8424 Galaxy Way, Buena Park 90620             | 2014        |
|   | Megan Harding © - Vacant         | 8001 San Leon Circle, Buena Park 90620        | 2014        |
| <b>Cypress School District K-6</b><br>9470 Moody Street<br>Cypress, CA 90630<br>(714) 220-6900                        | Brian Nakamura (C)               | 8062 Cheshire Circle, La Palma 90623          | 2016        |
|   | Candice Kern                     | 6051 Barbados Ave. Cypress 90630              | 2016        |
|   | David H. Giese                   | 10448 Santa Clara, Cypress 90630              | 2014        |
|   | Steve Blount                     | 9371 Alderberry St, Cypress 90630             | 2014        |
|   | Valeri Peters Wagner (P)         | 5402 Belle Avenue, Cypress 90630              | 2014        |
| <b>Fountain Valley School District K-8</b><br>10055 Slater Avenue<br>Fountain Valley, CA 92708<br>(714) 843-3200      | Jeanne Galindo                   | 9769 Emmons Circle, Fountain Valley 92708     | 2016        |
|   | Ian Collins                      | 9031 Gettysburg, Huntington Beach 92646       | 2016        |
|   | Sandra Candall                   | 9772 Hampton Court, Fountain Valley 92708     | 2014        |
|   | James "Jimmy" Templin            | 8672 Hudson River Cir., Fountain Valley 92708 | 2014        |
|   | Judith Edwards (P)               | 9649 La Esperanza Ave., Fountain Valley 92708 | 2014        |
|   | Marc Ecker, Ph.D. (C)            | 10699 El Soneto, Fountain Valley, CA 92708    | 2014        |
| <b>Fullerton School District K-8</b><br>1401 W. Valencia Drive<br>Fullerton, CA 92833<br>(714) 447-7400               | Lynn Thornley (C)                | 301 W. Brookdale, Fullerton 92835             | 2016        |
|   | Hilda Sugarman                   | 832 Rancho Circle, Fullerton 92835            | 2016        |
|   | Beverly Berryman                 | 1659 N. Hale, Fullerton 92831                 | 2014        |
|   | Chris Thompson                   | 3016 Puente St., Fullerton 92835              | 2014        |
|   | Janice Meyer (P)                 | 1016 N. Highland Dr., Fullerton 92835         | 2014        |
| <b>Huntington Beach City School District K-8</b><br>20451 Cramer Lane<br>Huntington Beach, CA 92646<br>(714) 964-8888 | Bridget Kaub (C)                 | 421 18th Street, Huntington Beach 92648       | 2016        |
|   | Brian Rechsteiner                | 9891 Vicksburg Drive, Huntington Beach 92646  | 2016        |
|   | Shari Kowalke                    | 20101 Port Circle, Huntington Beach 92646     | 2014        |
|   | Rosemary Saylor (P)              | 330 Crest Avenue, Huntington Beach 92648      | 2014        |
|   | Celia Jaffe                      | 21782 Seaside Lane, Huntington Beach 92646    | 2014        |
| <b>La Habra City School District K-8</b><br>500 N. Walnut Street<br>La Habra, CA 90631<br>(562) 690-2305              | John A. Dobson (C)               | 721 N. Palermo Way, La Habra 90631            | 2016        |
|   | Elizabeth Steves                 | 241 Bishop Drive, La Habra 90631              | 2016        |
|   | Sharon H. Brown                  | 631 La Sema Avenue, La Habra 90631            | 2014        |
|   | Sandi Baltes (P)                 | 1014 Lockhaven, Brea 92821                    | 2014        |
|   | Linda Navarro Edwards            | 584 Stone Harbor Circle, La Habra 90631       | 2014        |
| <b>Magnolia School District K-6</b><br>2705 N. Orange Avenue<br>Anaheim, CA 92804<br>(714) 761-5533                   | Nathan Zug                       | 411 S. Ramm Drive, Anaheim 92804              | 2016        |
|   | Barbara J. Clendinning (C)       | 2861 Rowland Circle, Anaheim 92804            | 2016        |
|   | Esther H. Wallace (P)            | 604 Scott Lane, Anaheim 92804                 | 2014        |
|   | Clifford Breeden, Jr.            | 2460 West Glencrest Avenue, Anaheim 92801     | 2014        |
|   | Barbara Quintana                 | 8792 Lola, Anaheim 92804                      | 2014        |
| <b>Ocean View School District K-8</b><br>17200 Pinehurst Lane<br>Huntington Beach, CA 92647<br>(714) 847-2551         | Debbie Cotton                    | 17200 Pinehurst Lane, Huntington Beach 92647  | 2016        |
|   | Gina Clayton-Tarvin              | 17200 Pinehurst Lane, Huntington Beach 92647  | 2016        |
|   | John Briscoe                     | 17200 Pinehurst Lane, Huntington Beach 92647  | 2014        |
|   | John Ortiz (P)                   | 17200 Pinehurst Lane, Huntington Beach 92647  | 2014        |
|   | Tracy Pellman (C)                | 17200 Pinehurst Lane, Huntington Beach 92647  | 2014        |
| <b>Savanna School District K-6</b><br>1330 S. Knott Avenue<br>Anaheim, CA 92804<br>(714) 236-3800                     | Chris Brown                      | 1330 South Knott Avenue, Anaheim 92804        | 2016        |
|   | Carol Sundman (C)                | 1330 South Knott Avenue, Anaheim 92804        | 2016        |
|   | John Shook                       | 1330 South Knott Avenue, Anaheim 92804        | 2016        |
|   | Edward Erdtsieck                 | 1330 South Knott Avenue, Anaheim 92804        | 2014        |
|   | Linda Weinstock (P)              | 1330 South Knott Avenue, Anaheim 92804        | 2014        |
| <b>Westminster School District K-8</b><br>14121 Cedarwood Avenue<br>Westminster, CA 92683<br>(714) 894-7311           | Amy Walsh                        | 13751 Edwards, Apt 24A, Westminster 92683     | 2016        |
|   | Jamison Power (C)                | 8372 Torchwood Circle, Westminster, CA 92683  | 2016        |
|   | Dave Bridgewaters                | 8695 Garo Lane, Garden Grove 92844            | 2014        |
|   | Mary Mangold (P)                 | 5171 Harvard, Westminster 92683               | 2014        |
|   | Penny Loomer*                    | 15171 Clemson Street, Westminster, CA 92683   | 2014        |

## 2014 ROSTER OF ORANGE COUNTY SCHOOL BOARD MEMBERS

| <u>SCHOOL DISTRICTS &amp; COMMUNITY COLLEGE DISTRICTS</u>   | <u>TRUSTEE'S NAME &amp; AREA</u>   | <u>AREA</u>  | <u>ADDRESS</u>  | <u>TERM</u>  |
|---|--|--|---|--|
| <b>Lowell Jt School District K-8</b><br>11019 Valley Home Avenue<br>Whittier, CA 90603<br>(562) 943-0211              | Fred W. Schambeck (P)<br>Brandon Jones (C)<br>William Hinz<br>Anastasia Shackelford<br>Darin W. Barber                         |  | 535 Passiflora Drive La Habra Heights 90631<br>11019 Valley Home Ave, Whittier 90603<br>2039 Chota Road, La Habra Heights, CA 90631<br>11019 Valley Home Ave, Whittier 90603<br>11019 Valley Home Ave, Whittier 90603   | 2016<br>2016<br>2014<br>2014<br>2014                 |
| <b><u>HIGH SCHOOL DISTRICTS</u></b>   |  |  |   |  |
| <b>Anaheim Union HS District 7-12</b><br>501 Crescent Way<br>Anaheim, CA 92803<br>(714) 999-3511                      | Brian O'Neal (P)<br>Katherine H. Smith<br>Anna L. Piercy<br>Annemarie Randle-Trejo (C)<br>Alkamalee Jabbar*                    |  | 501 N. Crescent Way, Anaheim, CA 92801<br>501 N. Crescent Way, Anaheim, CA 92801<br>501 N. Crescent Way, Anaheim, CA 92801<br>501 N. Crescent Way, Anaheim, CA 92801<br>501 N. Crescent Way, Anaheim, CA 92801  | 2016<br>2016<br>2014<br>2014<br>2014                 |
| <b>Fullerton Jt Union HS District 9-12</b><br>1051 W. Bastanchury Road<br>Fullerton, CA 92833<br>(714) 870-2800       | Andy Montoya<br>Barbara Kilponen (C)<br>Marilyn Buchi<br>Robert Hathaway<br>Robert A. Singer, Ph.D. (P)                        |  | 219 S. Edgar Avenue Fullerton 92831<br>870 Rancho Circle, Fullerton 92835<br>3501 Rosehedge Drive, Fullerton 92835<br>1207 Miramar Drive, Fullerton 92831<br>401 E. Dorothy Drive, Fullerton 92831  | 2016<br>2016<br>2014<br>2014<br>2014                 |
| <b>Huntington Beach Union HS District 9-12</b><br>5832 Bolsa Avenue<br>Huntington Beach, CA 92649<br>(714) 903-7000   | Dr. Michael Simons<br>Susan Henry<br>Dr. Duane Dishno (C)<br>Bonnie Castrey<br>Kathleen Iverson (P)                            |  | 6541 Feather Drive, Huntington Beach 92648<br>16571 Channel Lane, Huntington Beach, CA 92649<br>19012 Poppy Circle, Huntington Beach 92648<br>8522 Topside Circle, Huntington Beach 92646<br>8741 Sterling Way, Westminster 92683   | 2016<br>2016<br>2014<br>2014<br>2014                 |
| <b><u>UNIFIED SCHOOL DISTRICTS</u></b>  |  |  |   |  |
| <b>Brea Olinda Unified School District K-12</b><br>#1 Civic Center Circle<br>Brea, CA 92821<br>(714) 990-7800         | Gail S. Lyons (C)<br>Rodney Todd<br>Kevin Hobby<br>*Nicole Colon<br>*Alicia Maciel<br>Bill R. Hall<br>Joseph "Joe" Rollino (P) |  | 1150 Grand Canyon Rd., Brea 92821<br>1044 Glen Canyon Way, Brea 92821<br>447 Blue Jay Dr., Brea 92823<br>724 Pico Canyon Lane, Brea 92821<br>1920 E. Chevy Chase Drive, Brea 92821<br>147 Starflower Street, Brea 92821<br>2257 Timbercreek Circle, Brea 92821  | 2016<br>2016<br>2016<br>2014<br>2014<br>2014<br>2014 |
| <b>Capistrano Unified School District K-12</b><br>33122 Valle Road<br>San Juan Capistrano, CA 92675<br>(949) 489-7000 | Amy Hanacek<br>Jim Reardon<br>John Alpay (P)<br>Anna Bryson<br>Dr. Gary Pritchard (C)<br>Ellen Addonizio<br>Lynn Hatton        | TA 1<br>TA 2<br>TA 3<br>TA 4<br>TA 5<br>TA 6<br>TA 7 | 34719 Camino Capistrano, Capistrano Beach, Mission Viejo 92691<br>28261 Via Rueda, San Juan Capistrano 92675<br>33 Calle Pelicano, San Clemente 92673 (P)<br>30402 N. Hampton, Laguna Niguel 92677<br>24214 Hollyoak #H, Aliso Viejo, CA 92656<br>26886 Mirlo Circle, Mission Viejo 92691<br>28141 Amargon, Mission Viejo 92692 | 2016<br>2016<br>2016<br>2014<br>2016<br>2014<br>2014 |
| <b>Garden Grove Unified School District K-12</b><br>10331 Stanford Avenue<br>Garden Grove, CA 92840<br>(714) 663-6000 | Bao Quoc Nguyen<br>Linda Reed<br>George E. West, Ed.D. (P)<br>Robert Harden<br>Lan Quoc Nguyen (C)                             |  | 12861 Shackelford Lane, Garden Grove 92841<br>15801 Clarendon, Westminster 92683<br>9232 Dalton Circle, Westminster 92683<br>10581 Ballast Avenue, Garden Grove 92843<br>9141 Bolsa Avenue, Suite 303, Westminster, CA 92683  | 2016<br>2016<br>2016<br>2014<br>2014                 |
| <b>Irvine Unified School District K-12</b><br>5050 Barranca Parkway<br>Irvine, CA 92604<br>(949) 936-5000             | Vacant (Pending 6/3/14 Special Election)<br>Sharon Wallin (P)<br>Lauren Brooks (C)<br>Michael Parham<br>Paul Bokota            |  | 23 Fairdawn, Irvine 92614<br>3 Ribera, Irvine 92620<br>61 Plantation, Irvine 92620<br>7 Hodgenville, Irvine 92620   | 2014<br>2014<br>2016<br>2016<br>2016                 |
| <b>Laguna Beach Unified School Dist. K-12</b><br>550 Blumont Street<br>Laguna Beach, CA 92651<br>(949) 497-7700       | William Landsiedel<br>Janet S. Vickers (P)<br>Ketta Brown (C)<br>Theresa O'Hare<br>Betsy Jenkins                               |  | 2230 Temple Hills Dr., Laguna Beach 92651<br>2027 Ocean Way, Laguna Beach 92651<br>1555 Skyline Dr., Laguna Beach 92651<br>888 Rembrandt Dr., Laguna Beach 92651<br>1739 Alisos Ave., Laguna Beach 92651  | 2016<br>2016<br>2014<br>2014<br>2014                 |
| <b>Los Alamitos Unified School Dist K-12</b><br>10293 Bloomfield Street<br>Los Alamitos, CA 90720<br>(562) 799-4700   | Megan Cutuli<br>David Boyer<br>Karen Russell<br>Dr. Jeffrey Barke (P)<br>Diana D. Hill (C)                                     |  | 1445 Crestview Avenue, Seal Beach 90740<br>11941 Pine Street, Los Alamitos 90720<br>1200 Marlin Avenue, Seal Beach 90740<br>3142 Tucker Lane, Los Alamitos 90720<br>12042 Paseo Bonita, Los Alamitos 90720  | 2016<br>2016<br>2016<br>2014<br>2014                 |

\* Appointed board member

## 2014 ROSTER OF ORANGE COUNTY SCHOOL BOARD MEMBERS

| <u>SCHOOL DISTRICTS &amp; COMMUNITY COLLEGE DISTRICTS</u>  | <u>TRUSTEE'S NAME &amp; AREA</u> | <u>AREA</u> | <u>ADDRESS</u>                                  | <u>TERM</u> |
|--|----------------------------------|-------------|---|-------------|
| <b>Newport-Mesa Unified School Dist K-12</b><br>2985-A Bear Street<br>Costa Mesa, CA 92626<br>(714) 424-5000                     | Vicki Snell*                     | TA 1        | 2874 Club House Road, Costa Mesa, CA 92626      | 2014        |
|  | Katrina Foley                    | TA 2        | 1163 Salvador St., Costa Mesa 92626             | 2014        |
|  | Karen Yelsey (P)                 | TA 3        | 1907 Bayadere Terrace, Corona del Mar 92625     | 2014        |
|  | Judith A. Franco (C)             | TA 4        | 202 Via Palermo, Newport Beach 92663            | 2014        |
|  | Dana Black                       | TA 5        | 1741 Tustin Ave 14-A, Costa Mesa 92627          | 2016        |
|  | Walt Davenport                   | TA 6        | 1888 Parkview Circle, Costa Mesa 92627          | 2014        |
|  | Martha Fluor                     | TA 7        | 20111 Cypress, Newport Beach, CA 92660          | 2016        |
| <b>Orange Unified School District K-12</b><br>1401 N. Handy Street<br>Orange, CA 92867<br>(714) 628-4000                         | Diane Singer                     | TA 1        | 864 S. Bramble Way, Anaheim 92808               | 2014        |
|  | John H. Ortega (P)               | TA 2        | 274 S. Citrus Street, Orange 92868              | 2016        |
|  | Alexia L. Deligianni             | TA 3        | 1850 N Nordic, Orange 92865                     | 2016        |
|  | Kathryn Moffat                   | TA 4        | 9891 Oakwood Circle, Villa Park 92861           | 2014        |
|  | Timothy Surridge                 | TA 5        | 1286 N. Jamestown Way, Orange 92869             | 2014        |
|  | Mark D. Wayland (C)              | TA 6        | 547 N. Clinton, Orange 92866                    | 2016        |
|  | Rick Ledesma                     | TA 7        | 3141 E. Palmyra, Orange 92869                   | 2014        |
| <b>Placentia-Yorba Linda Unif School District K-12</b><br>1301 E. Orangethorpe Avenue<br>Placentia, CA 92870<br>(714) 996-2550   | Eric Padgett                     |             | 1301 E. Orangethorpe Avenue, Plac. 92870        | 2016        |
|  | Carol Downey                     |             | 1301 E. Orangethorpe Avenue, Plac. 92870        | 2016        |
|  | Judi Carmona (C)                 |             | 1301 E. Orangethorpe Avenue, Plac. 92870        | 2016        |
|  | Karin Freeman                    |             | 1301 E. Orangethorpe Avenue, Plac. 92870        | 2014        |
|  | Carrie Buck (P)                  |             | 1301 E. Orangethorpe Avenue, Plac. 92870        | 2014        |
| <b>Saddleback Valley Unified School District K-12</b><br>25631 Peter A. Hartman Way<br>Mission Viejo, CA 92691<br>(949) 586-1234 | Suzie R. Swartz (C)              |             | 25631 Peter A. Hartman Way, Mission Viejo 92691 | 2016        |
|  | Ginny Fay Aitkens                |             | 25631 Peter A. Hartman Way, Mission Viejo 92691 | 2016        |
|  | Don Sedgwick                     |             | 25631 Peter A. Hartman Way, Mission Viejo 92691 | 2016        |
|  | Dolores Winchell                 |             | 25631 Peter A. Hartman Way, Mission Viejo 92691 | 2014        |
|  | Dennis Walsh (P)                 |             | 25631 Peter A. Hartman Way, Mission Viejo 92691 | 2014        |
| <b>Santa Ana Unified School District K-12</b><br>1601 East Chestnut Avenue<br>Santa Ana, CA 92701<br>(714) 558-5501              | Jose Alfredo Hernandez, J.D.     |             | 1601 E. Chestnut Ave., Santa Ana 92701          | 2016        |
|  | Rob Richardson (C)               |             | 1602 E. Chestnut Ave., Santa Ana 92701          | 2016        |
|  | Cecilia Iglesias                 |             | 1603 E. Chestnut Ave., Santa Ana 92701          | 2016        |
|  | Audrey Yamagata-Noji, Ph.D. (P)  |             | 1604 E. Chestnut Ave., Santa Ana 92701          | 2014        |
|  | John Palacio                     |             | 1605 E. Chestnut Ave., Santa Ana 92701          | 2014        |
| <b>Tustin Unified School District K-12</b><br>300 South "C" Street<br>Tustin, CA 92780<br>(714) 730-7301                         | Tammie Bullard                   |             | 401 E. First Street, Tustin 92780               | 2016        |
|  | James H. Laird (P)               |             | 10351 Miralago Place, Santa Ana 92705           | 2016        |
|  | Francine Scinto                  |             | 1772 Sirrine Drive, Santa Ana 92705             | 2016        |
|  | Jonathan Ablove                  |             | 13859 Apache, Tustin 92782                      | 2014        |
|  | Lynn Davis (C)                   |             | 12152 Red Hill Ave., Santa Ana 92705            | 2014        |
| <b><u>COMMUNITY COLLEGE DISTRICTS</u></b>  |                                  |             |   |             |
| <b>Coast Community College District</b><br>1370 Adams Avenue<br>Costa Mesa, CA 92626<br>(714) 438-4600                           | Jim Moreno                       | TA 1        | 1370 Adams Avenue, Costa Mesa 92626             | 2014        |
|  | Jerry Patterson                  | TA 2        | 1370 Adams Avenue, Costa Mesa 92626             | 2016        |
|  | Lorraine Prinsky (C)             | TA 3        | 1370 Adams Avenue, Costa Mesa 92626             | 2016        |
|  | Mary L. Hornbuckle (P)           | TA 4        | 1370 Adams Avenue, Costa Mesa 92626             | 2016        |
|  | David A. Grant                   | TA 5        | 1370 Adams Avenue, Costa Mesa 92626             | 2014        |
| <b>North Orange County Community College District</b><br>1830 Romneya Drive<br>Anaheim, CA 92801<br>(714) 808-4600               | Barbara Dunsheath                | TA 1        | 4193 Paseo de Plata, Cypress 90630              | 2014        |
|  | Leonard Lahtinen                 | TA 2        | 2731 Savoy Place, Anaheim 92804                 | 2016        |
|  | Donna Miller                     | TA 3        | 5401 Fox Hills Avenue, Buena Park 90621         | 2014        |
|  | Molly McClanahan                 | TA 4        | 617 West Malvern Avenue, Fullerton 92832        | 2016        |
|  | Michael Matsuda (C)              | TA 5        | 17771 Plumtree Lane, Yorba Linda 92886          | 2016        |
|  | Jeffrey Brown (P)                | TA 6        | 5012 Torida Way, Yorba Linda 92886              | 2014        |
|  | M. Tony Ontiveros                | TA 7        | 1299 N. Jennifer Drive, Anaheim 92807           | 2016        |
| <b>Rancho Santiago Community College District</b><br>2323 N. Broadway<br>Santa Ana, CA 92706<br>(714) 480-7484                   | Jose Solorio (P)                 | TA 1        | 2323 N. Broadway #410-2, Santa Ana 92706        | 2016        |
|  | John R. Hanna                    | TA 2        | 2323 N. Broadway #410-2, Santa Ana 92706        | 2014        |
|  | Nelida Mendoza Yanez             | TA 3        | 2323 N. Broadway #410-2, Santa Ana 92706        | 2016        |
|  | Lawrence R. Labrado              | TA 4        | 2323 N. Broadway #410-2, Santa Ana 92706        | 2014        |
|  | Claudia C. Alvarez (C)           | TA 5        | 2323 N. Broadway #410-2, Santa Ana 92706        | 2016        |
|  | Phillip E. Yarbrough             | TA 6        | 2323 N. Broadway #410-2, Santa Ana 92706        | 2014        |
|  | Arianna Barrios                  | TA 7        | 2323 N. Broadway #410-2, Santa Ana 92706        | 2016        |
| <b>South Orange County Community College District</b><br>28000 Marguerite Parkway<br>Mission Viejo, CA 92691<br>(949) 582-4500   | David B. Lang                    | TA 1        | 63 Seton Rd., Irvine 92612                      | 2016        |
|  | James R. Wright                  | TA 6        | 28561 Cedar Ridge Road, Trabuco Canyon 92679    | 2016        |
|  | William O. Jay                   | TA 3        | 32715 Caspian Sea Dr., Dana Point 92629         | 2016        |
|  | Timothy Jemal                    | TA 7        | 21551 Bogarra, Mission Viejo 92692              | 2016        |
|  | Marcia Milchiker (C)             | TA 5        | 26132 Oroville Place, Laguna Hills 92653        | 2014        |
|  | Thomas T.J. Prendergast (P)      | TA 2        | 14741 Alder Lane, Tustin 92780                  | 2014        |
|  | Nancy M. Padberg                 | TA 4        | 416 Bolivia, San Clemente 92672                 | 2014        |

## 2014 ROSTER OF ORANGE COUNTY SCHOOL BOARD MEMBERS

| <u>SCHOOL DISTRICTS &amp; COMMUNITY COLLEGE DISTRICTS</u>   | <u>TRUSTEE'S NAME &amp; AREA</u>   | <u>AREA ADDRESS</u>   | <u>TERM</u>                          |
|---|--|---|--------------------------------------|
| <b><u>REGIONAL OCCUPATIONAL PROGRAMS</u></b>  |  |   |                                      |
| <b>Capistrano-Laguna Beach ROP</b><br>31522 El Camino Real<br>San Juan Capistrano, CA 92675<br>(949) 496-3118 | Betsy Jenkins<br>Jim Reardon (C)<br>Amy Hanacek<br>Theresa O'Hare (P)  | 1739 Alisos Avenue, Laguna Beach 92651<br>Concept Development Inc., 1881 Langley Ave; Irvine 92614<br>34719 Camino Capistrano, Capistrano Beach, CA 92624<br>888 Rembrandt Dr. Laguna Beach 92651   |                                      |
| <b>Coastline ROP</b><br>1001 Presidio Square<br>Costa Mesa, CA 92626<br>(714) 979-1955                        | Bonnie Castrey<br>Tammie Bullard<br>Martha Fluor<br>Dolores Winchell (P)<br>Lauren Brooks (C)                              | 5832 Bolsa Avenue, Huntington Beach 92649<br>300 South C Street, Tustin 92780<br>2985-A Bear Street, Costa Mesa 92626<br>29631 Peter A. Hartman Way, Mission Viejo 92691<br>5050 Barranca Parkway, Irvine, CA 92604   |                                      |
| <b>North Orange County ROP</b><br>385 N. Muller Street<br>Anaheim, CA 92801<br>(714) 502-5800                 | Robert Hathaway (C)<br>Marilyn Buchi<br>Megan Cutuli<br>Karin Freeman<br>Brian O'Neal (P)<br>Joseph Rollino<br>Anna Piercy | 1207 Miramar Drive, Fullerton 92831<br>3501 Rosehedge Drive, Fullerton 92835<br>1445 Crestview Avenue, Seal Beach 90740<br>18210 Via Madera, Yorba Linda 92886<br>5042 Cartagena Circle, La Palma 92806<br>2257 Timbercreek Circle, Brea 92821<br>9869 Spruce Court Cypress 90630 |                                      |
| <b>Central County ROP</b><br>2323 N. Broadway, Suite 301<br>Santa Ana, CA 92706<br>(714) 966-3528             | Dr. Ken Williams (P)<br>John Bedell, Ph.D.<br>Robert M. Hammond<br>David L. Boyd<br>Elizabeth Parker                       | 200 Kalmus Drive, Costa Mesa 92628<br>200 Kalmus Drive, Costa Mesa 92628<br>200 Kalmus Drive, Costa Mesa 92628<br>200 Kalmus Drive, Costa Mesa 92628<br>200 Kalmus Drive, Costa Mesa 92628  | 2016<br>2016<br>2016<br>2014<br>2014 |
| <b><u>COUNTY BOARD OF EDUCATION</u></b>   |  |   |                                      |
| <b>Orange County Board of Education</b><br>200 Kalmus Drive<br>Costa Mesa, CA 92626                           | Dr. Ken Williams<br>John Bedell, Ph.D.<br>Robert M. Hammond<br>David L. Boyd (P)<br>Elizabeth Parker                       | 200 Kalmus Drive, Costa Mesa 92628<br>200 Kalmus Drive, Costa Mesa 92628<br>200 Kalmus Drive, Costa Mesa 92628<br>200 Kalmus Drive, Costa Mesa 92628<br>200 Kalmus Drive, Costa Mesa 92628  | 2016<br>2016<br>2016<br>2014<br>2014 |

**\*Appointments:**

March 2014 Vicki Snell appointed, replaced David Brooks  
January 2014 Penny Loomer appointed, replaced Andrew Nguyen  
December 2012 Al Jabbar appointed, replaced Jordan Brandman



# CONSOLIDATED GOVERNING BOARD MEMBER ELECTIONS

*November 4, 2014*

Anaheim City School District  
Anaheim Union High School District  
North Orange County Community College District

Buena Park School District  
Fullerton Joint Union High School District  
North Orange County Community College District

Centralia School District  
Anaheim Union High School District  
North Orange County Community College District

Cypress School District  
Anaheim Union High School District  
North Orange County Community College District

Fountain Valley School District  
Huntington Beach Union High School District  
Coast Community College District

Fullerton School District  
Fullerton Joint Union High School District  
North Orange County Community College District

Huntington Beach City School District  
Huntington Beach Union High School District  
Coast Community College District

La Habra City School District  
Fullerton Joint Union High School District  
North Orange County Community College District

Magnolia School District  
Anaheim Union High School District  
North Orange County Community College District

Ocean View School District  
Huntington Beach Union High School District  
Coast Community College District

Savanna School District  
Anaheim Union High School District  
North Orange County Community College District

Westminster School District  
Huntington Beach Union High School District  
Coast Community College District

Lowell Joint School District  
Fullerton Joint Union High School District  
North Orange County Community College District

Brea Olinda Unified School District  
North Orange County Community College District

Capistrano Unified School District  
South Orange County Community College District

Garden Grove Unified School District  
Coast Community College District  
North Orange County Community College District  
Rancho Santiago Community College District

Irvine Unified School District  
South Orange County Community College District

Laguna Beach Unified School District  
South Orange County Community College District

Los Alamitos Unified School District  
North Orange County Community College District

Newport-Mesa Unified School District  
Coast Community College District

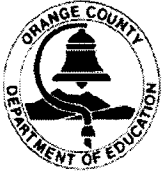
Orange Unified School District  
Rancho Santiago Community College District

Placentia-Yorba Linda Unified School District  
North Orange County Community College District

Saddleback Valley Unified School District  
South Orange County Community College District

Santa Ana Unified School District  
Rancho Santiago Community College District

Tustin Unified School District  
South Orange County Community College District



**TENTATIVE CALENDAR FOR  
BIENNIAL GOVERNING BOARD MEMBER ELECTIONS  
November 4, 2014**

*June 27, 2014*  
(E-130 days)

*July 7, 2014*  
(E-123 days)

*July 7, 2014*  
(E-120 days)

*July 14, 2014 to  
August 8, 2014*  
(E-113-88 days)

*August 9, 2014 to  
August 18, 2014*  
(E-87-78 days)

*August 13, 2014*  
(E-83 days)

**CONSOLIDATION OF ELECTIONS NOTICE:**

Last day for County Superintendent of Schools to notify governing boards in writing that a consolidated election is required to be held. Applies when there are two or more school districts of any type in the same area.

Education Code §§ 5323, 5340

**SPECIFICATIONS OF ELECTION ORDER:**

At least 123 days before the election, the governing board of the district shall, by resolution, serve the County Superintendent of Schools and the Registrar of Voters an order calling the election and specify the date and purpose of the election.

Education Code §§ 5320, 5322

**DELIVER NOTICE OF ELECTION REGISTRAR OF VOTERS:**

At least 120 days prior to the date of the election, the County Superintendent of Schools shall deliver to the Registrar of Voters copies of the order of election and the formal notice of election.

Education Code §§ 5324, 5325, 5361

**NOMINATION PERIOD:**

Declaration of Candidacy forms for all school district offices may be obtained from and must be filed with the Registrar of Voters office from July 14, 2014 through August 8, 2014, 5:00p.m.

Elections Code §10510, 10603

**CANDIDATE'S STATEMENT OF QUALIFICATIONS:**

Each candidate may prepare a candidate's statement on a form provided by the Registrar of Voters. The statement may contain no more than 200 words, unless the governing board of the school district has authorized a 400-word statement. The statement must be filed at the same time that the Declaration of Candidacy is filed. It may be withdrawn, but not changed, during the nomination period and until 5:00 p.m. of the next working day after the close of the nomination period.

The Registrar of Voters will estimate the total cost of printing and handling the Candidates' Statement and will require each candidate filing a statement to pay in advance his/her estimated pro rata share as a condition of having his/her statement included in the voter's pamphlet.

Elections Code §13307

**PUBLIC REVIEW PERIOD :**

Public review period for Candidates' Statements filed by August 8. Candidates' Statements will be posted on the Registrar of Voters' website ([www.OCVote.com](http://www.OCVote.com))

Elections Code § 13313

**FILING EXTENSION:**

If an incumbent has not filed a Declaration of Candidacy by 5:00 p.m. on August 8 there is a 5-day extension allowed for any person other than the incumbent to file for such office.

Elections Code §10604

If a date falls on a Sunday or holiday, use the next business day.

*August 13, 2014*  
(E-83 days)

*August 14, 2014 to  
August 22, 2014*  
(E-82-74 days)

*September 25, 2014  
to October 14, 2014*  
(E-40-21 days)

*November 4, 2014*  
(E-0 days)

*December 2, 2014*  
(E+28 days)

*December 5, 2014*  
(E+31 days)

**PETITION TO HOLD ELECTION:**

If, immediately following the last time for filing a Declaration of Candidacy, only one person has been nominated for each position of governing board member or no person has been nominated for any such position, and a petition (signed by 10% or 50 of the district voters, whichever is the smaller number) requesting that a school district election be held for such offices has not been presented to the Registrar of Voters, an appointment will be made as prescribed in Education Code §§ 5326, 5328. Elections Code §10516

**PUBLIC REVIEW PERIOD(EXTENDED FILING PERIOD):**

Public review period for Candidates' Statements filed between August 8 and August 13 (Extended Filing Period). Candidates' Statements will be posted on the Registrar of Voters' website ([www.OCVote.com](http://www.OCVote.com)).

Elections Code §§13313

**SAMPLE BALLOT MAILING:**

Between these dates, county sample ballot pamphlets will be mailed by the Registrar of Voters.

Elections Code §§ 9094,13303

**ELECTION DAY:**

The polls will be open from 7:00 a.m. until 8:00 p.m.

Elections Code §§ 1000, 14212

**CANVASS OF RETURNS:**

Beginning at 8:00 p.m. and continuously until completed, the Registrar of Voters will conduct the semi-final official canvass of votes and report totals to the Secretary of State.

Elections Code §§15150, 15151

**COMPLETE CANVASS OF RETURNS AND CERTIFY RESULTS:**

No later than this date, the county elections official must complete the canvass, certify its results, and submit it to the Board of Supervisors.

Elections Code §15372

**DATE OF TAKING OFFICE:**

Elected School Board Members take office on the first Friday in December after the General Election.

Education Code §5017

If a date falls on a Sunday or holiday, use the next business day.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – SPECIAL MEETING  
APRIL 23, 2014  
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 5:05 p.m.

The Pledge of Allegiance was led by President Alpay.

Present: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, and Reardon

Absent: Trustee Pritchard

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

It was moved by Trustee Addonizio, seconded by Trustee Reardon, and motion carried by a 6-0 vote to adopt the Board agenda. **Adoption of the Board Agenda**

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

**DISCUSSION/ACTION**

President Alpay announced the Board was to receive an interviewing workshop by Hazard, Young, Attea and Associates but due to time constraints the Board would be recessing to closed session to discuss the superintendent candidates. **Interviewing Workshop Agenda Item 1**

The Board recessed to closed session at 5:07 p.m. to discuss Public Employee Appointment/Employment.

President Alpay announced that Trustee Pritchard arrived in closed session at 5:23 p.m. **President's Report From Closed Session Meeting**  
President Alpay reported the following action taken during closed session:

**Agenda Item 2 A – Public Employee Appointment/Employment:**

The Board gave direction to the superintendent's search firm consultants.

It was moved by Trustee Bryson, seconded by Trustee Hatton-Hodson, and motion carried 7-0 to adjourn the meeting. **Adjournment**

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

NOES: None

Trustee Alpay announced the meeting adjourned at 6:44 p.m.

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Board Clerk

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Secretary, Board of Trustees

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CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – REGULAR MEETING  
APRIL 23, 2014  
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 6:45 p.m. The Board recessed to closed session to: confer with Real Property Negotiators; discuss Student Expulsions; discuss Public Employee Appointment/Employment; and discuss Public Employee Discipline/Dismissal/Release.

The regular meeting of the Board reconvened to open session and was called to order by President Alpay at 7:08 p.m.

The Pledge of Allegiance was led by Aliso Niguel High School Principal Chris Carter.

Present: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, Reardon, and Student Advisor Leilah Rodriguez

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

**Permanent Record**

It was moved by Trustee Addonizio, 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-Hodson, Pritchard, Reardon, and Student Advisor Leilah Rodriguez  
NOES: None  
ABSENT: None  
ABSTAIN: None

**Agenda Item #3 A – Conference with Real Property Negotiators:**

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

The Board gave direction to staff.

Students John Koenigshofer, Zachary Crandall, Siena Chacon, Ashley Ortega Hernandez, Miguel Sanchez, Sofia Osendorf, Sydney Seefeldt, Luc Ljoka, Jonathan Sweeney, Sean Treichler, Anika Lakhani, Rylee Springman, Sara Perez, Natalie Vissman, and William Walker were recognized as winners of the Eco-Adventure Center's "Eco Hero" essay contest.

**Special  
Recognitions**

Penny Elia and Todd Mansur from the Gray Whale Foundation congratulated the winners on behalf of the Foundation.

Student Body President Alexander Ferreira from Aliso Niguel High School presented a report on activities taking place at the high school.

**Student Body  
Report**

Trustee Hatton-Hodson shared she attended the Teachers of the Year celebration and she was inspired by the teachers' stories and their passion for teaching.

**Board and  
Superintendent  
Comments**

Trustee Hanacek commented she also attended the Teachers of the Year celebration and Junipero Serra High School's third quarter graduation ceremony.

Trustee Alpay stated he looks forward to attending the Teachers of the Year celebration every year because he has the pleasure as Board President of shaking the hand of every award recipient. He also stated he attended The Pirates of Penzance at San Clemente High School and it was an incredible performance and reflected the caliber of talent at San Clemente High School and the entire District.

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

## Oral Communications

Due to the number of Blue Cards submitted, President Alpay asked Trustees if they wished to waive the Board policy maximum time requirement of 20 minutes for speakers. It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried by a 7-0 vote to waive Board policy.

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

The following speakers addressed the Board:

- *Courtney Fielder invited the Board to attend the CUCPTSA 1<sup>st</sup> Annual Capo Arts Festival at Aliso Niguel High School on May 3.*
- *Andrea Ewell requested the Board address the issue of 43 students in her daughter's fourth grade accelerated math class at Vista del Mar Elementary School and respond to her.*
- *Martha McNicholas passed out a flyer inviting the Board to participate and/or support the American Cancer Society Relay for Life events.*
- *Lori Kosky addressed the Board regarding classified employee issues that violate the CSEA contract.*
- *Coleen Bryan, Heidi Healy, Chad Marquis, Kimberly Marquis, Amy Federman, and Marilyn Jager asked the Board to audit the School-of-Choice application process and explain why their Ladera Ranch Middle School children's applications to attend San Juan Hills High School were denied even though they pay Mello-Roos taxes.*

## DISCUSSION/ACTION

President Alpay announced the Public Hearing open at 8:02 p.m. regarding Resolution No. 1314-40, An Increase in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code §17620 and Government Code §65995. There being no speakers to address the Board, President Alpay declared the Public Hearing closed at 8:03 p.m.

**Public Hearing:  
Increase in  
Statutory School  
Fees  
Agenda Item 1**

Deputy Superintendent Clark Hampton explained that the State Allocation Board (SAB) adjusts the maximum statutory fees school districts can charge on new residential and commercial/industrial development to mitigate the impact of new construction on school facilities. On January 22, 2014, the SAB increased rates from \$3.20 to \$3.36 per square foot for residential, and commercial/industrial fees were increased from \$0.51 to \$0.54 per square foot. Mr. Hampton stated these increases would go into effect in 60 days.

**Increase in  
Statutory School  
Fees Agenda Item 2**

It was moved by Trustee Pritchard, seconded by Trustee Hatton-Hodson, and motion carried by a 5-2 vote to approve Resolution No. 1314-40, An Increase in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code §17620 and Government Code §65995.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Pritchard,  
Reardon, and Student Advisor Leilah Rodriguez  
NOES: Trustees Addonizio and Bryson

President Alpay announced the Public Hearing open at 8:04 p.m. regarding instructional materials recommended for adoption: high school English Language Arts – English II Accelerated. There being no speakers to address the Board, President Alpay declared the Public Hearing closed at 8:05 p.m.

**Public Hearing:  
Instructional  
Materials Adoption  
Agenda Item 3**

Assistant Superintendent Julie Hatchel stated a Districtwide teacher committee is requesting the adoption of *Bless Me, Ultima* for high school English Language Arts - English II Accelerated. Dr. Hatchel stated the purchase of this supplemental title would be paid with site funds.

**Instructional  
Materials Adoption  
Agenda Item 4**

It was moved by Trustee Reardon, seconded by Trustee Hatton-Hodson, and motion carried by a 6-1 vote to approve the adoption of *Bless Me, Ultima* by Rudolfo Anaya, published by Warner Books ©1972, for high school English Language Arts - English II Accelerated

AYES: Trustees Addonizio, Alpay, Hanacek, Hatton-Hodson,  
Pritchard, Reardon, and Student Advisor Leilah Rodriguez  
NOES: Trustee Bryson

President Alpay announced the Public Hearing open at 8:10 p.m. regarding instructional materials recommended for adoption: high school World Language – French IV for the International Baccalaureate Program, Standard Level and Higher Level. There being no speakers to address the Board, President Alpay declared the Public Hearing closed at 8:11 p.m.

**Public Hearing:  
Instructional  
Materials Adoption  
Agenda Item 5**

Assistant Superintendent Julie Hatchel stated International Baccalaureate teachers are requesting the adoption of *French B: IB Skills and Practice*, for high school World Language – French IV for the International Baccalaureate Program.

**Instructional  
Materials Adoption  
Agenda Item 6**

It was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried by a 7-0 vote to approve the adoption of *French B: IB Skills and Practice*, published by Oxford University Press, for high school World Language – French IV for the International Baccalaureate Program, Standard Level and Higher Level.

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

Assistant Superintendent Julie Hatchel stated at the January 22, 2014, Board meeting Trustees formally accepted receipt of Oxford Preparatory Academy's (OPA) request for a five-year renewal for its charter petition. Staff has worked collaboratively with OPA to bring forth a revised petition which is posted on the District website ([www.capousd.org](http://www.capousd.org)). Dr. Hatchel presented a PowerPoint and explained three minor revisions that had been made since the petition was posted for this agenda. The revisions are posted on the website with the OPA charter petition.

**OPA Charter  
Petition  
Agenda Item 7**

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried by a 7-0 vote to approve the Request for Charter Petition Renewal of Oxford Preparatory Academy.



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

Deputy Superintendent Clark Hampton provided a PowerPoint presentation with an in-depth look at the various aspects of Community Facilities Districts (CFDs) from initial formation to the resulting CFD rate and method of apportionment documents associated with the homeowner's Mello-Roos taxes. Following the presentation, Mr. Hampton stated Alex Bowie and Lynh Nguyen of Bowie, Arneson, Wiles & Giannone; Andrea Roess with David Taussig & Associates; and Lori Raineri with Government Financial Strategies, Incorporated, were present to answer Trustee questions. *(The PowerPoint is posted on the District website: [www.capousd.org](http://www.capousd.org))*

**Report on CFDs  
Agenda Item 8**

Following the presentation Trustees asked questions, which staff and Attorney Alex Bowie answered.

President Alpay announced the Board would recess to the legislative body of Community Facilities District (CFD) No. 90-2 of the Capistrano Unified School District, sometimes known as Talega.

**CFD 90-2  
Agenda Item 9**

President Alpay introduced the item and recused himself, turned the meeting over to Vice President Hatton-Hodson, and left the Board room at 8:55 p.m.

Deputy Superintendent Clark Hampton stated at the March 7, 2014, special Board meeting, staff provided a presentation on refinancing the bonds related to the 2006 CFD 90-2 (Talega). In addition to the analysis on the refinancing, staff also shared with Trustees options for reducing the current CFD 90-2 levy. The Board asked staff to research the extent of the District's ability to lower the levy of CFD 90-2. Following the analysis, staff determined the recommended option for lowering the CFD 90-2 levy and minimize legal exposure is to lower the levy to a level that would maintain a coverage ratio that existed after the 2006 refinancing in 2006-2007. Staff also recommended the reduction occur after coverage ratio analysis and then be brought to the Board at the regular meeting in August when each CFD's levy is determined, and each year, thereafter, until the term of the levy has expired. Resolution No. 1314-41 provides the means for meeting this recommended method. Mr. Hampton stated it is the Board's discretion to either maintain the levy at its current rate or lower it; however staff recommends the Board not lowering it lower than the coverage ratio bondholders experienced in the year following the refinancing. Alex Bowie of Bowie, Arneson, Wiles & Giannone and Lori Raineri with Government Financial Strategies, Incorporated were called upon during the discussion of this item to answer Trustee questions.

Trustee Hatton-Hodson asked Trustees if they wished to waive Board policy maximum time of 20 minutes and allow all speakers to address the Board. Trustees unanimously agreed to waive Board policy.

The following speakers addressed the Board:

- *Marc Veale, Kathy Duong, Susie Hattan, Ken Nelson, Laura Ferguson and Jason Ewell stated Talega residents have met their obligation, are being over taxed, and should not be paying for Districtwide improvements.*
- *Gail Benda thanked the Board for the thorough CFD report and stated the League of Women Voters supports Resolution No. 1314-41.*

It was moved by Trustee Pritchard, seconded by Trustee Reardon, to approve Resolution No. 1314-41, Resolution of the Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega), Declaring Intention to Adopt Levies of Special Taxes at Rates Less Than the Maximum Permitted Special Tax Rates Pursuant to the Amended Rate and Method of Apportionment of Special Taxes of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) and Taking Actions Related Thereto.

Following discussion, a substitute motion was made by Trustee Addonizio, seconded by Trustee Bryson, and motion failed by a 2-4 vote to approve the excess pay-as-you-go funds be used to pay down the bond.

ROLL CALL: AYES: Trustees Addonizio and Bryson  
NOES: Trustees Hanacek, Hatton-Hodson, Pritchard, Reardon, and Student Advisor Leila Rodriguez  
ABSENT: None  
ABSTAIN: None  
RECUSED: Trustee Alpay

Before staff voted on the original motion by Trustee Pritchard, Trustee Reardon proposed an amendment. Trustee Pritchard agreed to include the amendment to his motion.

Trustees voted on the amended motion by Trustee Pritchard, seconded by Trustee Reardon, and the motion carried by a 6-0 vote to approve the Resolution No. Resolution No. 1314-41, Resolution of the Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega), Declaring Intention to Adopt Levies of Special Taxes at Rates Less Than the Maximum Permitted Special Tax Rates Pursuant to the Amended Rate and Method of Apportionment of Special Taxes of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) and Taking Actions Related Thereto and (amendment) to bring back the three options\* to the Board in July. (\*facilities/debt service/levy reduction)

ROLL CALL: AYES: Trustees Addonizio, Bryson, Hanacek, Hatton-Hodson, Pritchard, and Reardon  
NOES: None  
ABSENT: None  
ABSTAIN: Student Advisor Leila Rodriguez  
RECUSED: Trustee Alpay

President Alpay returned to the dais at 10:03 p.m.

It was moved by Trustee Bryson, seconded by President Alpay, and motion carried by a 7-0 vote to recess the meeting for a five-minute break. **Break**

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

President Alpay reconvened the meeting at 10:08 p.m. and announced the Board would reconvene as the Board of Trustees for the Capistrano Unified School District.

Student Advisor Leilah Rodriguez left the meeting during the break.

It was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried by a 7-0 vote to approve the Amended and Restated Purchase and Sale Agreement and Escrow Instructions Between the Foundation for Affordable Housing II, Incorporated, and the Capistrano Unified School District.

**Amended Purchase Agreement for Aliso Viejo Property  
Agenda Item 10**

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, and Reardon  
NOES: None

It was moved by Trustee Reardon, seconded by Trustee Bryson and motion carried by a 7-0 vote to accept receipt of the CUEA contract reopener proposal.

**CUEA Contract Reopener Proposal  
Agenda Item 11**

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, and Reardon  
NOES: None

Assistant Superintendent Jodee Brentlinger stated this is the second year the District is not recommending any classified employee layoffs due to general fund budget reductions. Schools and departments have alternative funding sources they utilize to add to their current level of service and every year they review those budgets and project funding for continuing services in the upcoming school year. As a result, there are some positions paid through PTA/boosters/gift/grant funds that are listed to be eliminated due to the lack of certainty of the existing funding source. This resolution eliminates positions with the understanding those positions could come back if funding is secured; however, the District is obligated to notify employees at least 60 days prior to the layoff in the event positions must be eliminated.

**Classified Layoff Non-Management Employees  
Agenda Item 12**

The following speaker addressed the Board:

- Dorcas Scinizo addressed the Board regarding the sacrifices preschool teachers have made over the last few years.

Following discussion, it was moved by Trustee Hatton-Hodson, seconded by Trustee Bryson, and motion carried by a 6-1 vote to approve Resolution No. 1314-43, Classified Layoff Non-Management Employees, in the designated classifications.

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

Assistant Julie Hatchel explained that the proposed 2014-2015 school calendar closely follows the same start, ending, and holiday times as in the past few years but it does restore a full 180 day instructional calendar for students.

**Proposed School Calendar  
Agenda Item 13**

It was moved by Trustee Hatton-Hodson, seconded by Trustee Bryson, and motion carried by a 7-0 vote to approve the proposed 2014-2015 School Calendar.

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, and Reardon  
NOES: None

Assistant Superintendent Julie Hatchel explained this is a pilot for Las Palmas Elementary School and the program focuses specifically on struggling writers and English learners.

**Instructional  
Materials Pilot  
Agenda Item 14**

It was moved by Trustee Bryson, seconded by Trustee Hatton-Hodson, and motion carried by a 7-0 vote to approve the pilot of *Writing Reform and Innovation for Teaching Excellence* (WRITE), published by the San Diego County Office of Education, ©2002 (revised 2013) for use with K-5 Language Arts and Two-Way Language Arts at Las Palmas Elementary School for the 2014-2015 school year.

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

NOES: None

Dr. Farley stated there is a provision in the law which allows charter school students to participate on the athletic teams of their resident high school. A Capistrano Connections Academy parent would like his daughter to participate in athletic programs at Dana Hills High School but his request was denied by the Coast View Athletic Association League. Board approval of this agreement will allow the parent to appeal the denial at CIF Southern Section.

**Multi-School  
Agreement  
Agenda Item 15**

The following speaker addressed the Board:

- Brad Barber asked the Board to approve the multi-school agreement between the Capistrano Unified School District schools in the Coast View Athletic Association and Capistrano Connections Academy so he can pursue an appeal of the ruling.

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried by a 7-0 vote to approve the Multi-School Agreement between the Capistrano Unified School District schools in the Coast View Athletic Association and Capistrano Connections Academy Charter School.

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

NOES: None

Deputy Superintendent Clark Hampton explained that the City of San Juan Capistrano has requested to construct a retaining wall adjacent to Junipero Serra High School on El Camino Real at Don Juan Avenue. This agreement grants the City entry to a portion of Junipero Serra High School while it is constructing the retaining wall. The agreement would expire no later than September 1, 2014.

**Right of Entry  
License Agreement  
with City of SJC  
Agenda Item 16**

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried by a 7-0 vote to adopt Resolution No. 1314-42, Right of Entry License Agreement Between the City of San Juan Capistrano and the Capistrano Unified School District and Taking Actions Related Thereto.

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

NOES: None

ABSENT: None

ABSTAIN: None

President Alpay asked Trustees for items they wished to pull from the Consent Calendar. Items 21, 31, and 36 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:

Approval of the minutes of the March 26, 2014, regular Board meeting.

**Minutes  
Agenda Item 17**

Readmission of students from expulsion: Case #2014-021, #2014-022, Case #2014-023 Case #2014-024, and Case #2014-025.

**CAHSEE Waivers  
Agenda Item 18**

Memorandum of Understanding (MOU) with NextEd, the federal Investing in Innovation (i3) grant awardee.

**MOU with NextEd  
Agenda Item 19**

School Counselor Candidate Practicum/Fieldwork Agreement with Concordia University Irvine and the Fieldwork Training Affiliation Agreement with Capella University.

**Counseling Intern  
Agreement  
Agenda Item 20**

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

**Purchase  
Orders/Warrants  
Agenda Item 22**

Donations of funds and equipment.

**Donations  
Agenda Item 23**

Ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements.

**Professional  
Services  
Agreements  
Agenda Item 24**

Ratification of special education Settlement Agreement Case #2014020376, Informal Dispute Resolution Agreement Case #024714, Case #035114, Case #035214, Case #035514, Case #036114, Case #045113, Case #055613, and Case #070313.

**Settlement  
Agreements  
Agenda Item 25**

Ratification of special education Settlement Agreement Case #2014020119.

**Settlement  
Agreements  
Agenda Item 26**

Memorandum of Understanding Agreement for Student Transfers to the Community School Program and Special Schools and Services Program with the Orange County Superintendent of Schools and the District.

**MOU for Student  
Transfers  
Agenda Item 27**

Agreement for Architectural and Related Services with HMC Group (HMC) to provide services related to the design and construction of the new K-8 School in Rancho Mission Viejo.

**Agreement-  
Architectural  
Services  
Agenda Item 28**

Network Support Services Agreement with the Orange County Superintendent of Schools to provide network support services for data connectivity to the District.

**Agreement-  
Network Support  
Services  
Agenda Item 29**

Award of Request for Proposal No. 6-1314, Credit Recovery Service to Apex Learning, Incorporated.

**Award of RFP –  
Credit Recovery  
Service  
Agenda Item 30**

Amendment to Agreement Bid No. 1011-13 for snack and beverage products provided by A&R Wholesale Distributors, Incorporated.

**Amendment to  
Agreement Bid –  
Snack/Beverage  
Products  
Agenda Item 32**

Amendment to Agreement Bid No. 1011-14 for grocery products provided by A&R Wholesale Distributors, Incorporated.

**Amendment to  
Agreement Bid –  
Grocery Products  
Agenda Item 33**

Amendment to Agreement Bid No. 1314-15 for co-curricular bus service provided by First Student, Incorporated, adding special conditions to the contract.

**Amendment to  
Agreement Bid –  
Bus Service  
Agenda Item 34**

Amendment to Agreement Bid No. 1314-19 for roof repairs and maintenance Districtwide provided by Architectural Roofing Systems, Incorporated, dba Pacific Roofing Systems.

**Amendment to  
Agreement Bid –  
Roof Repairs  
Agenda Item 35**

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

**Surplus Items  
Agenda Item 37**

This item was pulled from the agenda on April 18, 2014.

**Advertise Bid -  
Abatement  
Services  
Agenda Item 38**

This item was pulled from the agenda on April 18, 2014.

**Advertise Bid –  
Elevator Service  
Agenda Item 39**

Utilization of the Los Alamitos Unified School District Bid No. 2010-0001 for the purchase, relocation, dismantle, and removal of DSA approved portable classroom buildings from Silver Creek Industries, Incorporated, under the same terms and conditions of the public agency's contract.

**Piggyback Bid –  
Portable  
Classrooms  
Agenda Item 40**

Resignations, retirements, and employment of classified personnel.

**Resignations/  
Retirements/  
Employment  
(Classified  
Personnel)  
Agenda Item 41**

Resignations, retirements, and employment of certificated personnel.

**Resignations/  
Retirements/  
Employment  
(Certificated  
Personnel)  
Agenda Item 42**

Acceptance of Williams Settlement Third Quarter Report.

**Williams  
Settlement  
Agenda Item 43**

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

Trustee Bryson asked what type of questions are on the survey and if Trustees could see them. Assistant Superintendent Julie Hatchel stated the questions are available for review and the District reserved the right to customize the survey.

**MOU for  
California Healthy  
Kids Survey  
Agenda Item 21**

It was moved by Trustee Bryson, seconded by Trustee Hatton-Hodson, and motion carried by a 7-0 vote to approve the Memorandum of Understanding Agreement for the California Healthy Kids Survey for the 2013-2014 school year.

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, and Reardon  
NOES: None

Trustee Reardon stated in the staff report there is a list of projects, which includes the modular classroom projects for Ladera Ranch Middle School and San Juan Hills High School and then asked why staff is adding services to an architectural firm that has not completed the previous five items that have been on the list since last year. Trustee Reardon also requested staff agendize an update on the DSA close out. Dr. Farley responded staff would research and provide the information at a future Board meeting.

**Amendment to  
Agreement –  
Architectural  
Services  
Agenda Item 31**

It was moved by Trustee Reardon, seconded by Trustee Alpay, and motion carried by a 6-1 vote to approve the Amendment to the Agreement Architectural Services with WLC Architects to add the Ladera Ranch Middle School Modular Classroom Buildings Project, and the San Juan Hills High School Modular Classroom Buildings Project and Scoreboard Project.

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

Trustee Reardon stated he supported the item but he hoped in the coming year the District could consider the alternatives as it absorbs the impact of Common Core Assessment and all the other new demands on the network. Trustee Reardon added the District's reliance on the Orange County Department of Education is not a long-term viable approach.

**Amendment to  
Agreement –  
Internet Network  
Support Services  
Agenda Item 36**

It was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried by a 7-0 vote to approve the Amendment to the Internet Network Support Services Agreement with the Orange County Superintendent of Schools to provide Internet access and support to the District.

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

NOES: None

The Board recessed at 10:40 p.m. to closed session.

President Alpay reported the following action taken during closed session:

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

**Agenda Item #3 B1 – Student Expulsion:**

The Board voted 7-0 to approve staff recommendation.

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

NOES: None

**Agenda Item #3 B2 – B6 – Student Expulsion:**

The Board voted 7-0 to expel the following students by stipulated agreements: Case #2014-037, #2014-041, #2014-042, #2014-044, and #2014-045.

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

NOES: None

**Agenda Item #3 C1 – C5– Public Employee Appointment/Employment:**

The Board voted by a 5-2 vote to approve the appointment of Stephen Nichols, Chief Communications Officer.

AYES: Trustees Alpay, Bryson, Hanacek, Hatton-Hodson, and Pritchard

NOES: Trustees Addonizio and Reardon

The Board voted by a 6-1 vote to approve the appointment of Greg Merwin, Principal, K-8 school, Rancho Mission Viejo.

AYES: Trustees Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, and Reardon

NOES: Trustee Addonizio

The Board voted by a 7-0 vote to approve the appointment of Paul Kraft, Principal, Del Obispo Elementary School.

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

NOES: None



The Board voted by a 5-2 vote to approve the appointment of Ryan Carter, Director I, Construction.

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

The Board voted by a 7-0 vote to approve the appointment of Aja McKee, Autism Specialist (IBI) Supervisor.

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, and Reardon  
NOES: None

**Agenda Item #3 D – Public Employee Discipline/Dismissal/Release:**

The Board gave direction to staff.

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

It was moved by Trustee Bryson, seconded by Trustee Hatton-Hodson, and motion carried by a 7-0 vote to adjourn the meeting. **Adjournment**

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, and Reardon  
NOES: None

President Alpay announced the meeting adjourned at 10:59 p.m.

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Board Clerk

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Secretary, Board of Trustees

*Minutes submitted by Jane Boos, Manager, Board Office Operations*

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – SPECIAL MEETING  
APRIL 25, 2014  
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 3:01 p.m.

The Pledge of Allegiance was led by Trustee Addonizio.

Present: Trustees Addonizio, Alpay, Hanacek, Hatton-Hodson, Pritchard, and Reardon

Absent: Trustee Bryson

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

It was moved by Trustee Addonizio, seconded by Trustee Reardon, and motion carried by a 6-0 vote to adopt the Board agenda. **Adoption of the Board Agenda**

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

The Board recessed to closed session to discuss Public Employee Appointment/Employment.

President Alpay announced that Trustee Bryson arrived in closed session at 3:03 p.m.

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

President Alpay reported the following action taken during closed session:

**Agenda Item 1 A – Public Employee Appointment/Employment:**

The Board gave direction to the superintendent's search firm consultants.

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried 7-0 to adjourn the meeting. **Adjournment**

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

NOES: None

Trustee Alpay announced the meeting adjourned at 9:41 p.m.

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Board Clerk

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Secretary, Board of Trustees

*Minutes submitted by Jane Boos, Manager, Board Office Operations*



CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – SPECIAL MEETING  
APRIL 28, 2014  
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 5:03 p.m.

The Pledge of Allegiance was led by Executive Director Michelle Benham.

Present: Trustees Alpay, Hanacek, Hatton-Hodson, and Pritchard

Absent: Trustees Addonizio 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](http://www.capousd.org)** **Permanent Record**

It was moved by Trustee Bryson, seconded by Trustee Hatton-Hodson, and motion carried by a 5-0 vote to adopt the Board agenda. **Adoption of the Board Agenda**

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

The Board recessed to closed session to discuss Public Employee Appointment/Employment.

President Alpay reported that Trustees Addonizio and Reardon arrived at 5:04 p.m. President Alpay also announced the meeting began at 17:03 p.m. not 15:03 as he stated when he opened the meeting. **President Announcement**

President Alpay reported the following action taken during closed session:

**Agenda Item 1 A – Public Employee Appointment/Employment:**

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

No action was taken.

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried 7-0 to adjourn the meeting. **Adjournment**

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

NOES: None

Trustee Alpay announced the meeting adjourned at 7:27 p.m.

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Board Clerk

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Secretary, Board of Trustees



CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – SPECIAL MEETING  
APRIL 29, 2014  
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 5:01 p.m.

The Pledge of Allegiance was led by President Alpay.

Present: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, and Reardon

Absent: Trustee Pritchard

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

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to adopt the Board agenda. **Adoption of the Board Agenda**

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

The Board recessed to closed session to discuss Public Employee Appointment/Employment.

President Alpay announced that Trustee Pritchard arrived in closed session at 5:06 p.m.

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

President Alpay reported the following action taken during closed session:

**Agenda Item 1 A – Public Employee Appointment/Employment:**

No action was taken.

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried 7-0 to adjourn the meeting. **Adjournment**

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

NOES: None

Trustee Alpay announced the meeting adjourned at 7:30 p.m.

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Board Clerk

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Secretary, Board of Trustees



CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – SPECIAL MEETING  
MAY 1, 2014  
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 8:30 a.m.

The Pledge of Allegiance was led by President Alpay.

Present: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, 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](http://www.capousd.org)** **Permanent Record**

It was moved by Trustee Bryson, seconded by Trustee Addonizio, 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-Hodson, Pritchard, and Reardon  
NOES: None  
ABSENT: None  
ABSTAIN: None

The Board recessed to closed session to discuss Public Employee Appointment/Employment.

President Alpay reported the following action taken during closed session:

**Agenda Item 1 A – Public Employee Appointment/Employment:**

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

No action was taken.

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried 7-0 to adjourn the meeting. **Adjournment**

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, and Reardon  
NOES: None

Trustee Alpay announced the meeting adjourned at 9:45 a.m.

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Board Clerk

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Secretary, Board of Trustees

*Minutes submitted by Jane Boos, Manager, Board Office Operations*





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**RESOLUTION NO. 1314-47**

**CALIFORNIA DAY OF THE TEACHER**

*WHEREAS*, the Board of the Capistrano Unified School District recognizes the valuable and immeasurable contributions of its certificated staff in preparing more than 51,000 students of the District for both academic and personal success; and

*WHEREAS*, the Board of the Capistrano Unified School District also recognizes that the quality of all students' educational experiences depends significantly and vitally upon the excellence of their teachers; and

*WHEREAS*, it has been the privilege of the Capistrano Unified School District to employ highly educated, dedicated, and professional teachers, who are among the best in the State of California; and

*WHEREAS*, California Education Code §37222 designates the second Wednesday in May as Day of the Teacher in recognition of the education professionals who are entrusted with fulfilling the mission of preparing our students for academic and personal success; and

*WHEREAS*, the Board of the Capistrano Unified School District believes the Day of the Teacher should be a day for parents, public officials, and the community to recognize the dedication, commitment, and professionalism of teachers who are educating our children;

*NOW THEREFORE BE IT RESOLVED* the Board of Capistrano Unified School District recognizes May 14, 2014, as California Day of the Teacher and commends the certificated staff of the District for its commitment and success in preparing students for college and career.

**PASSED AND ADOPTED** this 14th day of May, 2014, by Capistrano Unified School District Board of Trustees of Orange County, California.

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSENT \_\_\_\_\_

ABSTAIN \_\_\_\_\_

I, Joseph M. Farley, Ed. D., Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 14th day of May, 2014, by a roll call vote.

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



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**RESOLUTION NO. 1314-48**

**CLASSIFIED SCHOOL EMPLOYEES WEEK**

*WHEREAS*, the Board of the Capistrano Unified School District recognizes classified school employees support and enhance the educational process for more than 51,000 students of the District by assisting instructors, transporting students, preparing nutritious meals, maintaining building and grounds, and performing all business, clerical, and secretarial functions; and

*WHEREAS*, the Board of the Capistrano Unified School District also recognizes classified school employees provide services to students and their families, to teachers, administrators, and other staff, and to the general public that are essential to the efficient operations of our District; and

*WHEREAS*, the Board of the Capistrano Unified School District believes classified school employees play a vital role in providing for the welfare and safety of the District's students; and

*WHEREAS*, the Board of the Capistrano Unified School District also believes classified school employees employed by the District strive for excellence in all areas relative to the educational community; and

*WHEREAS*, the Board of the Capistrano Unified School District recognizes classified employees, by supporting the learning environment, are crucial partners with teachers, parents, and administrators;

*NOW THEREFORE BE IT RESOLVED* the Board of Capistrano Unified School District hereby recognizes and wishes to honor the contributions of classified school employees to quality education in the State of California and declares the week of May 18 – 24, 2014, as Classified School Employees Week.

PASSED AND ADOPTED this 14th day of May, 2014, by the Board of Trustees of Capistrano Unified School District of Orange County, California.

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSENT \_\_\_\_\_

ABSTAIN \_\_\_\_\_

I, Joseph M. Farley, Ed. D., Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 14th day of May, 2014, by a roll call vote.

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



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

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

**RECITALS**

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

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

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

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

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

F. On March 7, 2012, COMMISSION authorized a total of \$135,000 annually to all school districts participating in the EDI project for the period July 1, 2012 through June 30, 2014.

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

H. COMMISSION hereby awards to CONTRACTOR an additional \$8,725.84 of the \$135,000 authorized by the COMMISSION on March 7, 2012 for all school district participating in

EDI project services for the period July 1, 2013 through June 30, 2014.

I. COMMISSION granted general authority to its Executive Director or designee on June 2, 2004, to award additional funding to a grantee not to exceed ten percent (10%) up to a maximum amount of \$50,000 for increased or additional services.

J. COMMISSION's Executive Director authorized an increase of \$3,724.16 in funding to CONTRACTOR for additional EDI project services for the period July 1, 2013 through June 30, 2014.

K. COMMISSION hereby awards an additional \$3,724.16 to CONTRACTOR in order to provide increased or additional Services for the EDI project for the period July 1, 2013 through June 30, 2014.

L. CONTRACTOR desires to accept the additional \$12,450 of funding set forth in Recitals H and K in order to provide increased or additional services pursuant to the terms and conditions of the Original Agreement, as amended by this Third Amendment. The Original Agreement, the First Amendment, the Second Amendment and this Third Amendment, are referred to collectively as the "Agreement."

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

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

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

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

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

1. **Maximum Payment Obligation.** Additional funding of \$12,450 is provided by COMMISSION to CONTRACTOR by this Third Amendment for a cumulative total of One Million, Six Hundred Thirty One Thousand Seven Hundred Fifty Dollars (\$1,631,750). Paragraph 16 of the Original Agreement, Maximum Payment Obligation, with respect to CONTRACTOR is hereby amended to read as follows: "The 'Maximum Payment Obligation' of COMMISSION to CONTRACTOR under this Agreement shall be One Million, Six Hundred Thirty One Thousand, Seven Hundred Fifty Dollars or the actual reasonable cost incurred and paid for performance of the services whichever is less," which amount is the sum of (a) the first allocation of \$375,100 on May 4, 2011, (b) the second allocation of \$150,000 on June 1, 2011 for additional School Readiness Services, (c) the third allocation of \$1,050,200 on March 7, 2012, (d) the fourth allocation of \$44,000 on July 3, 2013 for CSP Services, (e) this fifth allocation of \$8,725.84 for EDI implementation, and (f) this sixth allocation of \$3,724.16 under the Executive Director's authority as authorized on June

2, 2004 for additional EDI project services, as specified in the amended and restated Exhibit B to the Third Amendment to Agreement attached hereto and incorporated herein by this reference.

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

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

**[Signature blocks for Third Amendment start on next page.]**



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

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

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Chair

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

By: \_\_\_\_\_  
SUSAN NOVAK  
Clerk of COMMISSION

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

**WOODRUFF, SPRADLIN & SMART**

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

**[Signature block for CONTRACTOR on next page.]**

**[Signature block continued from previous page.]**

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Dr. Joseph M. Farley, Superintendent

## EXHIBIT B

### PROJECT BUDGET

| CAPISTRANO UNIFIED<br>SCHOOL DISTRICT | Funds Due<br>07/01/11 –<br>6/30/12 | Funds Due<br>07/01/12 –<br>6/30/13 | Funds Due<br>07/01/13 –<br>6/30/14 | Funds Due<br>07/01/14 –<br>6/30/15 |
|---------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| Staffing                              | \$454,740.23                       | \$453,277.00                       | \$475,688.00                       | \$11,000.00                        |
| Direct Project Expenses               | \$5,498.53                         | \$8,828.00                         | \$19,828.00                        | \$11,000.00                        |
| Indirect/Administrative               | \$17,981.24                        | \$20,995.00                        | \$22,034.00                        | \$0.00                             |
| Subcontract(s)                        | \$46,880.00                        | \$42,000.00                        | \$42,000.00                        | \$0.00                             |
| <b>TOTAL FUNDS DUE</b>                | <b>\$525,100.00</b>                | <b>\$525,100.00</b>                | <b>\$559,550.00</b>                | <b>\$22,000.00</b>                 |

**MAXIMUM PAYMENT OBLIGATION: \$1,631,750.00**

**Attachment 1 to Exhibit B**

**STAFFING TABLE**

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

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

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

|   |                         |                           |                           |                |
|---|-------------------------|---------------------------|---------------------------|----------------|
| <b>Position Title: Preschool Resource Teacher-ELS and Additional \$</b> | 2.8 FTE<br>\$169,599.00 | 1.6875 FTE<br>\$95,785.00 | 1.6875 FTE<br>\$94,746.00 | N/A FTE<br>\$0 |
|---|-------------------------|---------------------------|---------------------------|----------------|

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

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

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

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

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

Attachment 1 to Exhibit B  
Page 1 of 4

Children and Families Commission of Orange County  
Capistrano Unified School District FC1-SD-Q4 3<sup>rd</sup> Amendment

## Attachment 1 to Exhibit B

**Position Title: Nursing Specialist - SRN**

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

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

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

**Position Title: Nursing Specialist – Additional EL \$**

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

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

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

**Position Title: Bilingual Comm Srvc Liaison - ELS**

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

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

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

**Position Title: Bilingual Clerk - ELS**

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

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

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

Attachment 1 to Exhibit B  
Page 2 of 4

Children and Families Commission of Orange County  
Capistrano Unified School District FCI-SD-04 3<sup>rd</sup> Amendment

## Attachment 1 to Exhibit B

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

## Attachment 1 to Exhibit B

| # of Teachers Attending Training | # of Teachers | # of EDIs completed | Hourly Rate | \$ for 1-Hr Training | \$ for EDI Completion | Total 07/01/13 – 06/30/14 |
|----------------------------------|---------------|---------------------|-------------|----------------------|-----------------------|---------------------------|
| 35                               | 45            | 1,140               | \$30.00     | \$1,050.00           | \$11,400.00           | \$12,450.00               |

## Summary Table of Staffing Costs

| 07/01/11 – 06/30/12 | 07/01/12 – 06/30/13 | 07/01/13 – 06/30/14 | 07/01/14 – 06/30/15 | 4 Year TOTAL   |
|---------------------|---------------------|---------------------|---------------------|----------------|
| \$454,740.23        | \$453,277.00        | \$475,688.00        | \$11,000.00         | \$1,394,705.23 |

Attachment 1 to Exhibit B  
Page 4 of 4Children and Families Commission of Orange County  
Capistrano Unified School District FCI-SD-04 3<sup>rd</sup> Amendment

**Attachment 2 to Exhibit B**

**DIRECT PROJECT EXPENSES TABLE**

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

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

Attachment 2 to Exhibit B  
Page 1 of 2

Children and Families Commission of Orange County  
Capistrano Unified School District FCI-SD-04 3<sup>rd</sup> Amendment



**Attachment 2 to Exhibit B**

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

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

Attachment 3 to Exhibit B

SUBCONTRACTOR TABLE

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



**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
San Juan Capistrano, California

**RESOLUTION NO. 1314-46**

**RESOLUTION FOR ACCEPTANCE OF AGREEMENT FCI-SD-04 BY AND  
BETWEEN CHILDREN AND FAMILIES COMMISSION OF ORANGE  
COUNTY AND CAPISTRANO UNIFIED SCHOOL DISTRICT**

***BE IT RESOLVED*** the Board of Trustees of the Capistrano Unified School District approves the Agreement FCI-SD-04 between Children and Families Commission of Orange County, with the California Department of Education, for the purpose of facilitating the creation and implementation of an integrated, comprehensive system of information and services to enhance optimal early childhood development as set forth in the California Children and Families Act of 1998. Approval of the Agreement for the provision of services from Term 1 July, 1, 2011, through June 30, 2015, as identified in Amendment 03. The Children and Families Commission will provide the District the amount of \$581,550 for the provision of services.

| <u>Name</u>              | <u>Title</u>                                   | <u>Signature</u> |
|--------------------------|--|------------------|
| Joseph M. Farley, Ed. D. | Superintendent                                 | _____            |
| Julie Hatchel, Ed. D.    | Assistant Superintendent<br>Education Services | _____            |

**PASSED AND ADOPTED THIS** 14<sup>th</sup> Day of May 2014, by the Board of Trustees of the Capistrano Unified School District, County of Orange, California.

AYES      ( )

NOES      ( )

ABSENT    ( )

ABSTAIN   ( )

I, Joseph M. Farley, Ed. D., Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 14<sup>th</sup> day of May 2014, by a roll call vote.

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

\_\_\_\_\_  
Date



### **Acknowledgment of Services**

This Acknowledgement of Services ("AOS") is an agreement between BIG BROTHERS BIG SISTERS of Orange County and Kinoshita Elementary. The purpose of this document is to outline each entity's roles and responsibilities for the development and growth of the High School Bigs Mentoring Program. The goal is to pair a maximum of 20 at-risk students (Littles) from Kinoshita Elementary with 20 positive, caring, screened and trained high school mentors (Bigs) in one-to-one mentoring relationships that provide positive modeling that leads to school and lifetime success. Duration: 2014-2015 School Year.

Kinoshita Elementary  
Jose Luis Pedraza, Principal  
1 Via Positiva  
SJC, 92675

Big Brothers Big Sisters of Orange County  
Jessica Prescott  
Director of School Based Programs  
14131 Yorba Street  
Tustin, CA 92780

**Big Brothers Big Sisters of Orange County ("BBBSOC") agrees to:**

- Work collaboratively with Kinoshita Elementary to provide their youth with strong and enduring, professionally supported one-to-one relationships that can change their lives for the better, forever.
- Assign BBBSOC staff members to work in partnership with Kinoshita Elementary. This person will coordinate program logistics, recruitment, and enrollment and bring the program to fruition.
- Provide insurance coverage for all mentors and mentee participants.
- Provide full screening of all mentors (i.e., interviews, references)
- Provide appropriate pre-match training to all mentors and provide on-going training opportunities.
- Assist school with identification of mentees that would be appropriate to participate in the program.
- Match mentors and mentees based on needs and common interests.
- Plan sessions for mentors and mentees to meet on a regular basis; Mondays weekly from 3:30pm-4:30pm.
- Provide activities and supervision at program meetings.
- Contact both the mentee and the mentor on a regular basis and provide support to each match.
- Meet with individual school staff to discuss individual match issues and program logistics on an as needed basis (e.g. when matches are made or when matches are closed)
- Plan and coordinate summer communication between mentors and mentees.
- Collect evaluations of matches and program during the course of the school year (surveying at the beginning of the school year and end of the school year).

- Share outcomes/feedback specific to the club at key points during the year.
- Report on successes, challenges, and opportunities within the partnership to the school at the end of each year.

**Responsibilities Kinoshita Elementary:**

- Promote the BBBSOC Partnership with school personnel to enhance collaboration efforts
- Assign a coordinator for the program. This person will coordinate implementing the program and supply requested reporting information.
- Identify currently enrolled boys and girls ages 6-11 that need and appear ready to benefit from extra attention through a match relationship with Big Brother and Big Sister.
- Recognize the school-based mentoring program as a year-round program.
- Assist BBBSOC staff person in recruiting mentees to be part of the High School Bigs Program. This will include:
  - Dispensing and collecting mentee applications
- Provide a consistent location that is conducive to one-on-one BBBSOC programming. This space should allow for :
  - Child Interviews to take place
  - Group programming to occur
  - Individual matches to meet on a one on one basis
  - Match support to occur
- Provide access to mentee records (i.e. grades, suspensions, attendance) of participating mentees whose parents have given written consent.
- Maintain goal number of matches. This project has a goal to have 20 active matches during the school year. Therefore if mentees leave the club, loses interest in the program or are dismissed from the program Kinoshita Elementary will assist to replace those spots with newly recruited mentees.
- Provide BBBSOC staff person with updated contact information and preferred methods of contact.
- Promote good attendance by ensuring mentees are aware of program meeting times and locations. This may include passing out reminder flyers and making announcements to remind mentees to meet.

Upon execution, the parties attest to their acceptance of the terms and conditions of this agreement. At the expiration of this agreement, the undersigned parties will meet at an agreed upon date prior to the end of this agreement to evaluate the partnership and to define future partnership parameters.

Agreed and approved by:

***Signature(s) from Kinoshita Elementary:***

Principal Jose Luis Pedraza

Signature of School Principal: \_\_\_\_\_

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

***Signature(s) from Big Brothers Big Sisters of Orange County:***

Printed Name of BBBSOC Representative: Jessica L. Prescott

Signature of BBBSOC Representative: \_\_\_\_\_

Title: Director of School Based Programs

Date: 4/29/14

Signature from Capistrano Unified School District:

Joseph M. Farley, Ed. D., Superintendent

Signature of Superintendent: \_\_\_\_\_

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

John M. Alpay, Board President

Signature of Board President: \_\_\_\_\_

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







**Orange County QualityStart OC  
September 1, 2013 to December 31, 2015**

**MEMORANDUM OF UNDERSTANDING**

***Capistrano Unified School District***

We are pleased that **Capistrano Unified School District** (Agency) have chosen to participate in the 2013 to 2015 QualityStart OC Quality Rating and Improvement System (QRIS) Race to the Top (RTT) pilot cohort, developed by the Orange County Department of Education. The purpose of the QRIS is to design and implement a comprehensive quality rating system, and to support defined elements of quality improvement in early childhood educational programs in Orange County.

This Memorandum of Understanding (MOU) is entered into by and between the Orange County Department of Education (OCDE), QualityStart OC (QSOC) and **Capistrano Unified School District**, and defines the terms of your Agency's participation in the QSOC project and will become a binding agreement once signed by OCDE/QSOC and Agency representatives. The spirit of this MOU is one of partnership and cooperation. It sets forth responsibilities of each party to the MOU.

**Failure to meet the Agency responsibilities listed below may result in suspension from all project activities.**

The term of this MOU shall commence upon signature of this document by both parties and will conclude upon written notification from either party.

**ORANGE COUNTY DEPARTMENT OF EDUCATION RESPONSIBILITIES :**

- I. Project Components:** – Comply with the *California Department of Education Race to the Top Early Learning Challenge (RTT ELC)* requirements
  1. Provide participating program with QSOC “Participant Guidelines” documents.
  2. Provide a QSOC orientation presentation for the participating program’s director(s). The orientation will include Race to the Top (RTT) background information, a detailed description of the QRIS Matrix Elements and Tiers and how a program earns points to achieve a star rating, and an overview of what QSOC offers for providers and for parents.
  3. Schedule a “Continuous Quality Improvement Plan” meeting with the director(s) and Lead Teacher of the participating program in which to thoroughly review the QRIS, Assessment results, and establish an action plan to achieve the desired star rating.
  4. As part of the CQIP, assist programs in the alignment of DRDP-PS 2010 results with instructional planning activities utilizing the California Department of Education’s Preschool Learning Foundations and Curriculum Frameworks.
  5. Schedule professional development trainings that will support programs in meeting the requirements of the QRIS Matrix.
  6. Provide yearly CLASS and ERS assessments conducted by reliable external assessors.
  7. Provide technical assistance (TA) and coaching in any areas that the program may need in order to improve their program quality.

8. Schedule an appointment to gather program data to verify that QRIS tier requirements are met in order to establish a star rating.
9. Provide program participant with a star rating that will be published on the QSOC website in 2015. The star rating will be posted on the searchable directory on the website so that parents and the community may access each program's quality rating and program information.
10. Provide the program with a QSOC emblem to display at their site in order to further advertise their participation and level of quality.
11. OCDE/QualityStart OC will recruit new Agencies with priority given to disadvantaged areas in Orange County for participation in QualityStart OC.

**II. Agency Autonomy:** OCDE/QSOC supports the right of the Agency to determine and administer its policies, programs, services, and budget, except those provisions voluntarily relinquished with the acceptance of this agreement.

**III. Inclusiveness and Diversity:** OCDE/QSOC will fully comply with all applicable laws concerning unlawful discrimination. OCDE/QSOC will encourage all agencies, as a system, to be inclusive and serve individuals, regardless of their ethnicity and race, religion, ancestry, age, gender, sexual orientation, marital, health, or socio-economic status, physical or mental disability, or geographic location within Orange County. OCDE/QSOC agrees to provide resources and referrals for training and technical assistance regarding inclusive and culturally sensitive practices.

**IV. Cross-Promotion:**

1. Privacy rules – OCDE/QSOC will not release personal information regarding any agency or its employees.
2. OCDE/QSOC agrees to list Agency name on our QSOC marketing materials including the website with the opportunity for a hyperlink to Agency's site.
3. Provide the program with a QSOC emblem to display at their site in order to further advertise their participation and level of quality.
4. OCDE/QualityStart OC agrees to raise parent and community awareness of Agencies participating in QualityStart OC through marketing and promotional materials.
5. OCDE/QSOC will provide sites with an OC QIS certificate of participation to be displayed in the Agency.
6. Notices to OCDE/QSOC shall be addressed to:

The Orange County Department of Education

200 Kalmus Drive

Costa Mesa, CA. 92628

Attention: Diane Ehrle

dehrle@ocde.us or 714-966-4173

**AGENCY RESPONSIBILITIES:**

**I. Project Components - Expectations and Requirements of QualityStart OC s RTT Pilot Programs:**

1. Remain licensed and in good standing with no administrative action being taken or in the process of being taken. If a program receives notice of action mentioned above, they are required to inform QSOC staff immediately. If a site's license is changed to anything other than "in good standing" the QRIS rating and services to the site will be suspended pending corrective action.

2. Agency Director will complete an online Program Profile provided by OCDE/QSOC. Data must be collected each year.
3. Agency Director or designated representative agrees to attend a yearly Directors Forum.
4. Provide the QSOC RTT Consortium with requested program data for review and verification.
5. Require that a minimum of one lead teacher attend professional development trainings in order to meet the QRIS Matrix requirements and improve the quality of the program.
6. Agency Director or designated QSOC representative will train all currently employed teachers who are not proficient users of the ERS and CLASS instruments.
7. Directors and/or Lead Teachers will be available for necessary meetings (i.e., Director Orientation, CQIP meetings, document review and rating) and for ERS and CLASS assessments as scheduled by QSOC.
8. Continually work towards improving program quality as defined by the QRIS Matrix, in order to achieve desired star rating.
9. Renew star rating every year by allowing program to receive another external ERS and CLASS assessment as scheduled by QSOC, as well as an additional document review and verification site visit.
10. A program's star rating will be posted on the searchable directory on the QSOC website in 2015 upon receiving the external ERS and CLASS assessments and provided documentation for each of the required elements on the QRIS.
11. The California Race to the Top Early Learning Challenge Evaluation Team will be selecting pilot participants at random to collect additional data. Should your program be selected, you may be asked to provide more detailed data regarding student assessment. Individual student data will only be collected with parent permission.

**II. Inclusiveness and Diversity:** Agency agrees to fully comply with and support all laws concerning non-discrimination. Nothing in this MOU shall be used to lessen the sectarian nature of the Agency. Similarly, nothing in this MOU shall be used to interfere with Agency's Board- or Owner-approved policies and staffing requirements.

### **III. Cross-Promotion:**

1. Agency agrees to market and support OCDE/QualityStart OC trainings by attending and providing information to others who may want to attend.
2. Agency will display OC QIS banner in a visible location inside or outside the Agency.
3. Agency agrees to assist OCDE/QSOC with QSOC media products, including press releases, marketing materials, photographs, hosting site visits, and any other information relevant to the program.

**V. Notification of Changes to OCDE/QSOC:** Report any changes in program director and lead teacher to QSOC staff. A change in lead teacher will require a new ERS and CLASS assessment to be conducted. An amended MOU must be signed if there is a change in Agency ED or Owner. Notices to Agency shall be addressed to:

The Orange County Department of Education  
200 Kalmus Drive  
Costa Mesa, CA. 92628  
Attention: Diane Ehrle  
dehrle@ocde.us or 714-966-4173

Agency agrees to comply with all applicable provisions of federal, state and local laws, statutes, ordinances, rules, regulations, and permits that now or may in the future become applicable to Agency,

Agency's operations, equipment and personnel engaged in the operations covered by this MOU or accruing out of the performance of such operations.

Agency acknowledges and agrees that OCDE/QSOC will retain sole copyright ownership of all educational curriculum and professional development materials developed for the QSOC project.

In the interest of public health, OCDE provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted by the Orange County Superintendent of Schools on behalf of OCDE, pursuant to Superintendent's Policy 400.7 adopted on June 18, 1996. Failure to abide with conditions of this policy could result in termination of this MOU.

OCDE/QSOC and Agency agree to defend, indemnify, and hold each other, and their respective officers, employees, and agents harmless from any claims, demands or liabilities of any kind or nature, including but not limited to personal injury and property damage arising from or related to this MOU, except for OCDE's or Agency's negligent performance pursuant to this MOU.

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, concerning the subject matter herein.

This MOU shall become effective upon execution by Agency.

This MOU may be modified, in writing, by mutual consent of the parties.

This MOU may be terminated by either party before the term expires by giving thirty (30) days written notice by either party.

This MOU is provided in duplicate. Please sign the original and copy and return to:

Maggie Solorzano, Administrative Technician, Contracts  
Orange County Department of Education  
Administrative Services Division  
200 Kalmus Drive  
Costa Mesa, CA. 92628  
If Questions call Diane Ehrle; Ph: 714-966-4173  
dehrle@ocde.us

Upon countersignature by the Orange County Department of Education, a copy will be returned for Agency's records

**AGREED:**

**Capistrano Unified School District**

\_\_\_\_\_  
Executive Director or Owner, if applicable (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Child Care Center Director (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Chair, if applicable (Signature)

\_\_\_\_\_  
Date

Orange County Department of Education

*Patricia McCaughey*

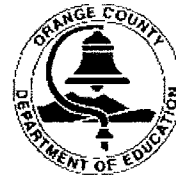
Signature

March 10, 2014

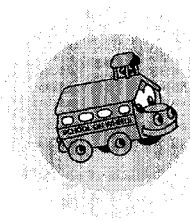
Date

Patricia McCaughey, Coordinator

Title







## **school on wheels inc.**

Tutoring Homeless Children Since 1993

P.O. Box 86133 • Los Angeles CA, 90086

Phone: 213.896.9200 • Fax: 213.896.9222

Website: [www.schoolonwheels.org](http://www.schoolonwheels.org)

## **Partnership Guidelines and Memorandum of Understanding**

School on Wheels, Inc. is pleased to work with Capistrano Unified School District (CUSD)

School Name

to provide educational assistance to homeless children. The purpose of this document is to establish a partnership between School on Wheels, Inc. (SOW) and the aforementioned organization and to communicate the responsibilities of the collaboration.

### **Guidelines for School on Wheels, Inc.**

- Provide one-on-one tutoring services on the basis of availability of volunteer tutors
- Ensure that all tutors have completed the application process, including a Live Scan background check (FBI and DOJ), reference checks, and an orientation/training
- Provide training and support to volunteer tutors
- Inform school of changes in tutor's schedule and status
- Provide school supplies and backpacks upon request of school
- SOW reserves the right to withdraw any volunteer from CUSD  
based upon the tutor's or parent's request. School Name

### **Guidelines for School on Wheels, Inc. Tutors**

- Provide one-on-one tutoring for a minimum of one hour per week
- Comply with the policies and procedures of CUSD  
School Name
- Comply with policies and procedures of SOW
- Notify SOW, school liaison or parent in case of absence



### **Guidelines for Schools**

- Designate a person or persons to coordinate and act as a liaison with SOW staff
- Provide SOW with a list of the children participating in the tutoring program, upon request of SOW staff
- Provide a tutoring space for SOW volunteer tutors
- Inform and advise volunteer tutors concerning any safety or security issues, policies and procedures of the school
- CUSD reserves the right to request SOW to  
School Name  
withdraw any volunteer tutor from its school whose conduct or work with students or personnel is not in accordance with its policies and procedures or is detrimental to students or others

**The guidelines of this document are acceptable to all parties as indicated by the signatures below:**

|                                   |  |
|-----------------------------------|--|
| Name: <u>Dr. Joseph M. Farley</u> | Title: <u>Superintendent</u>               |
| <small>Please Print</small>       |  |
| Signature: _____                  | Date: _____                                |
|                                   |  |
| Name: <u>John M. Alpay</u>        | Title: <u>President, Board of Trustees</u> |
| <small>Please Print</small>       |  |
| Signature: _____                  | Date: _____                                |
|                                   |  |
| Name: _____                       | Title: _____                               |
| <small>Please Print</small>       |  |
| Signature: _____                  | Date: _____                                |

## STUDENT TEACHING AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 2014, by and between BIOLA UNIVERSITY, Inc., and CAPISTRANO UNIFIED SCHOOL DISTRICT hereinafter called the DISTRICT:

### WITNESSETH

WHEREAS, BIOLA UNIVERSITY has been accredited by the State of California to offer a course in Student Teaching that can be applied toward teaching credential requirements; and

WHEREAS, such an offering necessitates an agreement with a school district,

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows;

### SPECIAL PROVISIONS

PARTIES: BIOLA UNIVERSITY, LA MIRADA, CALIFORNIA  
CAPISTRANO UNIFIED SCHOOL DISTRICT

TERM: September 1, 2014 to September 1, 2016

SERVICES: Not to exceed 5 Student Teaching Assignments.

RATE AND AMOUNT: \$15.00 per unit of Student Teaching, per session.

METHOD OF PAYMENT: The above amounts are paid directly to the master teachers.

### GENERAL TERMS

1. "Student Teaching" as used herein and elsewhere in the agreement means active participation in the daily duties and functions of classroom teaching in classes implementing state-adopted academic core curriculum. The employees providing direct supervision and instruction to student teachers must hold valid teaching credentials, other than provisional credentials, issued by the California Commission on Teacher Credentialing authorizing them to serve as classroom teachers. If a student is placed in an English Learner (EL) classroom, the supervising teacher will hold valid EL credentials issued by the California Commission on Teacher Credentialing. In the event an EL credentialed teacher is not available, previous experience teaching English learners is required.
2. "Session of Student Teaching" as used herein and elsewhere in the Agreement is considered to be a full school day of Student Teaching for one semester or half day of Student Teaching for two semesters.
3. The District shall provide teaching experience through Student Teaching to schools and classes of the District not to exceed the number of Student Teaching assignments set forth in the special conditions. These students of Biola University shall possess valid Certificates of Clearance or have signed Affidavit For Certificate of Clearance. Such Student Teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and Biola University through their duly authorized representatives may agree upon.
4. The District may, at its sole discretion, refuse to accept for Student Teaching any student of Biola University assigned to Student Teaching in the District, and upon request of the District, Biola University shall terminate the assignment of any student of Biola University to Student Teaching in the District.
5. Biola University will pay the District for performance by the District for all services required to be performed by the District under this Agreement at the aforesaid rates for each session of Student Teaching. In addition, all Worker's Compensation insurance related to Biola student teachers shall be the responsibility of Biola University.
6. An assignment of a student of Biola University to Student Teaching in schools or classes of the District shall be, at the discretion of Biola University, either for one or two eight week sessions for multiple subject candidates, for an entire semester or its equivalent for single subject candidates, or for a complete summer session at either level.
7. In the event a student remains in a session of Student Teaching for longer than the stated period, the District shall receive additional payment at the rate of Fifteen dollars (\$ 15.00) per additional week.
8. In the event that the assignment of a student of Biola University to Student Teaching is terminated by Biola University for any reason after the student begins Student Teaching, the District shall receive payment for one assignment at the rate specified above as though there had been no termination of the assignment.
9. Within a reasonable time following the close of each session of Student Teaching, Biola University shall remit payment for the services rendered, at the rate provided herein, for all Student Teaching supervision provided by the District under and in accordance with this Agreement during said session.
10. Notwithstanding any other provisions of this Agreement, Biola University shall not be obligated by this Agreement to pay the District any amount in excess of the total sum set forth in the section on special provisions.

f1. Each of the parties to this agreement agrees to indemnify, defend, and hold harmless the officers, agents, and employees of the other from any and all claims and losses accruing or resulting in connection with the performance of this agreement, and from any and all claims and losses accruing and resulting to any person, firm or corporation who may be injured or damaged by the actions arising directly out of the work to be performed pursuant to this agreement.

If any legal action is necessary to enforce the terms of this agreement or to settle a dispute concerning this agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs in addition to any other relief to which that party may be entitled.

BIOLA UNIVERSITY

by  Breanna Klett

Date 3/27/14

Title Manger of Purchasing

SCHOOL DISTRICT

by \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

AGREEMENT

This Agreement is made this 1<sup>st</sup> day of April, 2014, by and between Capistrano Unified School District, with an address located at 33122 Valle Road, San Juan Capistrano, CA 92675 ("School" or "District"), the University of Southern California, a California nonprofit educational institution, with an address of Waite Phillips Hall, 3470 Trousdale Parkway, Los Angeles, CA 90089 ("USC") and 2U, Inc., a Delaware corporation with an address located at 8201 Corporate Drive, Suite 900, Landover, MD 20785 ("2U"), acting on behalf of USC.

WHEREAS, USC offers masters degree programs to its students in classroom and in online learning environments; and

WHEREAS, with respect to the online learning environment, 2U supplies the technology platform that enables delivery of the USC Rossier Online programs, facilitates online student and faculty interaction, and provides other support services to USC; and

WHEREAS, USC may fulfill its obligations set forth below with respect to the online program through 2U and 2U's provision of support services to USC;

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Placements. The School/District may agree to host one or more teacher candidates as Observation Students, Research Students and/or Student Teachers. The School/District shall facilitate opportunities for Observation Students and Research Students to observe School/District students, and/or Student Teachers to teach well-planned lessons mediated by Guiding Teachers (defined below), all to occur during the School's/District's operating hours. Opportunities may also include interviewing teachers, school leaders, students and other members of the school community.

2. Placement Opportunities.

(a) USC will request placements for its students. Each request shall identify the particular student (or, for groups of students, a composite description of relevant background, assignment request, assignment objectives and suggested activities as appropriate to requested assignments for the student group). USC shall comply with any School/District policy applicable to such placement requests and provided by the School/District to USC (including through 2U).

(b) USC shall identify prospective Observation Students to the School/District for potential placement (*e.g.*, recess observation, lunchtime interactions, interactions with parents/teachers, etc.) within the School/District including assignment to a teacher of record. USC shall supply the prospect's name, relevant program and background clearance information and type of assignment appropriately matching the prospect's needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of students it shall accept as Observation Students, the length of assignments, and the distribution of assignments.

(c) USC shall identify prospective Research Students to the School/District for potential placement (*e.g.*, case study, classroom observation with student interaction, lesson delivery as part of fieldwork, etc.) within the School/District including assignment to a teacher of record. USC shall supply the prospect's name, relevant program and background clearance information and type of assignment appropriately matching the prospect's needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of students it shall accept as Observation Students, the length of assignments, and the distribution of assignments.

University of Southern California  
1150 S. Olive Street, Suite 2100, Los Angeles, CA 90015 • Tel: 213 821 3400 • Fax: 213 821 3424

(d) USC shall identify prospective Student Teachers to the School/District for potential placement (*i.e.*, "Guided Practice") within the School/District. USC shall supply the prospect's name, relevant background information and type of assignment appropriately matching the prospect's needs; and, in conjunction with the School/District as set forth in Section 3(a) below, recommend School/District teachers to be Guiding Teachers (as defined below) for such Student Teacher prospects. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of students it shall accept as Student Teachers, the length of assignments, and the distribution of assignments.

(e) The School/District agrees to use good-faith efforts to place teacher candidates proposed by USC within the School/District. The School/District shall have the sole discretion with respect to all Observation Student, Research Student, and/or Student Teacher assignments hereunder, provided that the School/District shall involve USC throughout the decision-making process. The School/District shall not in any way be obligated to accept assignments of teacher candidates beyond the capabilities of the School/District, as determined by the School/District in its sole discretion. The School/District shall have the right to terminate its relationship with any teacher candidate for violation of the School's/District's regulations or for other reasonable cause in accordance with the School's/District's standard policies or practice.

### 3. Guiding Teachers.

(a) The School/District shall make recommendations to USC regarding teachers whom it believes are appropriate to serve as Guiding Teachers (defined below). Through the School's/District's recommendations, USC's observations and Student Teacher reference, USC shall identify teachers working within the School/District to supervise and prepare Student Teachers during their student teaching experiences ("Guiding Teacher").

(b) Both the School/District and USC shall approve the participation of any teacher as a Guiding Teacher, provided that the School/District shall use its best efforts to approve a sufficient quantity of Guiding Teachers necessary to oversee the agreed-upon number of Student Teachers placed within the School/District at any time.

(c) Should any Guiding Teacher become unable to perform or fulfill his or her duties hereunder, the School/District shall assign an alternative Guiding Teacher to the teacher candidate (excluding a substitute teacher that replaces the original Guiding Teacher within the School/District).

### 4. Compliance with California Law.

(a) *Background Investigations.* (i) USC shall ensure that all Student Teachers being hosted by the School/District have obtained a Certificate of Clearance from the State of California in accordance with the California Education Code prior to commencing any assignment as a Student Teacher at the School/District. (ii) The School/District may impose requirements upon teacher candidates in addition to those required by the State of California and the California Education Code to obtain a Certificate of Clearance (the "Additional Requirements"). In such event, the School/District agrees to provide all such Additional Requirements in writing to USC promptly following execution of this Agreement (or, as applicable, promptly upon any adoption or modification thereof occurring during the Term of this Agreement). USC shall communicate all such Additional Requirements to teacher candidates, and shall advise teacher candidates to make any and all additionally required submissions directly to the School/District. Upon notice to the teacher candidate, the School/District shall have the right to reject any teacher candidate who fails to comply with the Additional Requirements from participating in an assignment at the School/District.



(b) *Credential Seeking Candidates.* Any credential seeking USC Student Teacher shall be required to sit for and pass applicable, subject-specific exams (e.g., CSET, CBEST, etc.) prior to the commencement of his or her assignment as a Student Teacher.

## 5. Honorarium.

(a) Upon each Student Teacher's completion of his or her guided learning assignment, USC or 2U shall pay an honorarium of \$350.00 directly to each Guiding Teacher for his or her participation in a Student Teacher's guided learning assignment. The School/District agrees that USC/2U (as applicable) may require Guiding Teachers to submit reasonable documentation to USC/2U (as applicable) prior to USC/2U (as applicable) making payments hereunder.

(b) USC and 2U shall comply with any School/District policy requiring that the School/District, and not third parties, make Guiding Teacher payments to Guiding Teachers. In such event, the School/District may require USC/2U (as applicable) to make Guiding Teacher payments to the School/District for distribution by the School/District to Guiding Teachers, provided that the School/District shall first invoice USC/2U (as applicable) for any such payment(s). For the avoidance of doubt, in the event that USC/2U makes Guiding Teacher payments to the School/District in accordance with this Section 5(b), Section 5(a) above shall be deemed stricken from this Agreement with respect thereto.

(c) Should any Guiding Teacher fail to complete his or her assignment hereunder (either due to such teacher's own circumstances or due to USC's removal of the teacher as a Guiding Teacher), USC/2U (as applicable) shall pay the corresponding honorarium on a pro rata basis.

(d) USC and 2U shall comply with any written School/District policy or procedure contrary to this Section 5, provided that the School/District shall provide any copy/copies thereof upon execution of this Agreement or subsequent adoption thereof.

6. Use of Video. USC utilizes video recording pervasively throughout its programs, including as an essential element of its instruction methodology. (By way of example only, the State of California requires USC to administer a Teaching Performance Assessment ("TPA") of its students as part of USC's teacher preparation program, with a component of that TPA being video that USC must obtain from each Student Teacher and maintain on file with the California Commission on Teacher Credentialing.) As such, any teacher candidate may make video recordings as part of his or her program studies throughout his or her assignment at the School/District. USC shall require teacher candidates to be responsible for obtaining appropriate and signed video release/authorization forms (which USC shall provide to teacher candidates) on behalf of recorded individuals, as appropriate, including obtaining parent/guardian signatures on behalf of recorded individuals who are minors (i.e., under the age of legal competence). The School/District may provide reasonable assistance to teacher candidates in obtaining signatures on such forms.

## 7. No Employment Relationship of Teacher Candidates.

(a) Observation Students and Student Teachers are students, and not employees of USC, 2U or the School/District. As such, they are not covered by USC's, 2U's or the School's/District's workers' compensation policies.

(b) Neither Observation Students nor Student Teachers are entitled to, or shall receive, any compensation or other employee-related benefit (without limitation) from USC, 2U or the School/District. Teacher candidates shall not displace any School/District employee.



(c) The School/District shall provide in writing any requirements for teacher candidates to obtain and maintain personal liability insurance coverage. USC shall communicate to teacher candidates any such School/District coverage requirements, provide reasonable assistance to teacher candidates in obtaining such coverage, and facilitate teacher candidate's submission of appropriate documentation thereof directly to the School/District (which the School/District agrees to accept).

8. Information, Hiring & Confidentiality.

(a) *[Item intentionally omitted]*

(b) *[Item intentionally omitted]*

(c) Neither USC nor 2U shall request the School/District to provide any health or other records of any student of the School/District covered by the Family Educational Rights and Privacy Act ("FERPA"); nor shall USC or 2U request any teacher candidate to share any protected School/District data (whether about School/District students or personnel) with USC or 2U.

(d) To the extent that any party to this Agreement discloses any confidential information to any other party hereto in connection with the relationships contemplated hereunder, the parties agree during the term of this Agreement (and all renewals thereof) and for a period of two (2) years thereafter to use reasonable efforts to protect, maintain as confidential, and not disclose, any such confidential information of any other party.

9. Compliance with the Law. The parties hereto shall comply with all applicable federal, state and local laws, rules, statutes, acts, regulations, code and similar legal requirements, including but not limited to FERPA.

10. Non-Discrimination. Each party represents that it is an equal opportunity employer. Each party certifies that it does not, and shall not, discriminate against its employees, students or applicants on any unlawful basis. Each party certifies that it is, and shall remain, in compliance with all laws, regulations, executive orders or other legal prohibitions against discrimination.

11. Indemnification.

(a) *Indemnification by School/District.* The School/District shall indemnify, defend and hold harmless USC and 2U, their employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of the School/District, its employees, agents or representatives.

(b) *Indemnification by USC.* USC shall indemnify, defend and hold harmless the School/District, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of USC, its employees, agents or representatives.

(c) *Indemnification by 2U.* 2U shall indemnify, defend and hold harmless the School/District, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of 2U, its employees, agents or representatives.

12. Governing Law. The interpretation, application, and enforcement of this Agreement shall be

University of Southern California  
1150 S. Olive Street, Suite 2100, Los Angeles, CA 90015 • Tel: 213 821 3400 • Fax: 213 821 3424



governed by the laws of the State of California without reference to choice of law principles. Any claim, suit, or cause of action involving the interpretation, application, or enforcement of this Agreement shall be commenced in the appropriate state or federal courts in the State of California.

13. Term, Termination and Renewal. The Term of this Agreement shall be from the date of the School's/District's signature set forth below through June 30, 2015. Any party may terminate this Agreement with or without cause upon written notice to the other parties, provided that any such termination shall only be effective after the end of the school year during which the written notice of termination is issued. For the avoidance of doubt, other than where the School/District removes a teacher candidate pursuant to Section 2(e) above, the School/District shall permit current teacher candidates to complete the current school year at the time of any such termination.

14. Notices. Any notice to be given hereunder by any party to this Agreement shall be in writing and will be deemed given on the date received as evidenced by confirmation of receipt, except if such confirmation is later than 3:00 p.m. (School/District local time), addressed as follows (provided that, upon written notice in accordance herewith, any party may update its notice recipients at any time during the term of this Agreement):

(a) *If to the School/District:* Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, CA 92675; attention: Robin Mairs, CUSD Student Teacher Coordinator; Facsimile No. (949) 493-8729.

(b) *If to USC:* University of Southern California, Rossier School of Education, 1150 S. Olive Street, Suite 2100, Los Angeles, CA 90015; attention: Rocke DeMark, Interim Director; Facsimile No. (213) 821-3424.

(c) *If to 2U:* 2U, Inc., attention: Office of Placement Services, attention: Alex Waters; 8201 Corporate Drive, Suite 900; Landover, MD 20785; Facsimile No. (213) 947-4436; *with a copy to:* Obermayer Rebmann Maxwell & Hippel LLP, attention: Peter Oberkircher, Esq.; One Penn Center -- Suite 1900; 1617 John F. Kennedy Boulevard, Philadelphia, PA 19103-1895; Facsimile No. (215) 665-3165.

15. Limitation of Liability. Except as such damages may be sought or assessed in respect to third party actions covered by the indemnification provisions herein, no party shall be liable to the other for consequential, incidental, indirect, exemplary, punitive or special damages of any nature or character (including loss of profits, data, business or goodwill), from causes of action of any kind, including contract, tort or otherwise, even if the party at fault or in breach has been advised of the possibility of such damages.

16. Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the Parties to this Agreement, such provision will be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law; and the remaining terms, provisions, covenants, and restrictions of this Agreement will remain in full force and effect.

17. Entire Agreement/No Modification/Counterparts/Execution/Binding Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by all parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, bear the signatures of all of the Parties reflected hereon as the signatories. A faxed, PDF or electronic signature shall have the same legally binding effect as an original signature. This Agreement will be binding upon the





parties and their successors, affiliates, subsidiaries, assigns, officers, directors, employees, and agents.

18. Waiver of Jury Trial. The parties hereby irrevocably and unconditionally waive any right(s) to trial by jury in any action or proceeding arising out of, in connection with or relating to this Agreement.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties affix their respective hands below:

|   |  |                             |
|---|--|-----------------------------|
| <b>CAPISTRANO UNIFIED SCHOOL DISTRICT</b> | <b>UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE ROSSIER SCHOOL OF EDUCATION</b> | <b>2U, INC.</b>             |
| <b>Print Name:</b><br>_____               | <b>Print Name:</b><br>_____  | <b>Print Name:</b><br>_____ |
| <b>Signature:</b><br>_____                | <b>Signature:</b><br>_____   | <b>Signature:</b><br>_____  |
| <b>Dated:</b> _____                       | <b>Dated:</b> _____  | <b>Dated:</b> _____         |



**CALIFORNIA STATE UNIVERSITY, FULLERTON  
STUDENT TEACHING AGREEMENT**

**AGREEMENT NO. T140016**

**THIS AGREEMENT** entered into by and between the State of California through the Trustees of the California State University on behalf of California State University, Fullerton (collectively referred to herein as "University") and CAPISTRANO UNIFIED SCHOOL DISTRICT, as identified below and hereinafter referred to as "Affiliate"

**WITNESSETH**

**WHEREAS**, Affiliate is authorized to enter into agreements with University in order to provide teaching experience through practice teaching to students enrolled in teacher training curricula of University; and

**WHEREAS**, any such student enrolled in teacher training curricula of University who are assigned to a location under Affiliate jurisdiction shall be referred to herein as a "student teacher" or collectively as "student teachers"; and

**WHEREAS**, any such agreement may provide for payment for services rendered by Affiliate's employee(s), i.e. supervisor teacher(s), as of an amount not to exceed the actual cost to Affiliate of the services rendered; and

**WHEREAS**, it has been determined between the parties hereto that payments to be made to Affiliate under this Agreement do not exceed the actual cost to Affiliate for the services rendered; and

**WHEREAS**, the honorarium of payment provided herein is intended to be transmitted promptly by the Affiliate to the supervising teacher as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge;

**NOW, THEREFORE**, it is mutually agreed between University and Affiliate as follows:

**SPECIAL PROVISIONS**

UNIVERSITY and AFFILIATE are identified as follows:

UNIVERSITY: **California State University, Fullerton**  
2600 E. Nutwood Ave.  
Fullerton, CA 92831  
of Orange County

AFFILIATE: **CAPISTRANO UNIFIED SCHOOL DISTRICT**  
33122 Valle Rd.  
San Juan Capistrano, CA 92675  
of Orange County

The TERM of this Agreement is from: 07/01/2014 through 06/30/2019.

University shall remit to Affiliate payment for services completed as described herein at the RATE of **\$25.00 per semester unit of practice teaching per assigned student teacher** upon verification of invoice(s) and review of supervisory teacher evaluation, both of which are to be submitted at the close of each semester.

*Instructions related to invoice submission shall be provided to Affiliate separately from this Agreement.*

No guarantee is either expressed or implied in regard to the number of student teachers who may be assigned to Affiliate in any given semester during the TERM. Furthermore, this Agreement may be terminated at any time by written mutual agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall said termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

This Agreement supersedes all previous Student Teaching Agreements for the TERM indicated.

**CALIFORNIA STATE UNIVERSITY, FULLERTON  
STUDENT TEACHING AGREEMENT**

**AGREEMENT NO. T140016**

**GENERAL TERMS**

1. Affiliate shall provide practice teaching experience to assigned University students (a.k.a. student teachers) in schools and classes under the jurisdiction of Affiliate on a semester basis. Such practice teaching shall be provided under direct supervision and instruction of Certified Teachers of Affiliate, as Affiliate and University, through their duly authorized representatives, may agree upon.

Affiliate may, at its sole discretion, refuse to accept for practice teaching any student of the University assigned to practice teaching at a location under Affiliate jurisdiction. Upon request of Affiliate, University, at its sole discretion, shall terminate the assignment of said student teacher and henceforth reassign said student teacher either to another location within Affiliate jurisdiction or to a location outside of Affiliate jurisdiction, as appropriate.

"Practice teaching" as used herein and elsewhere in this Agreement implies active participation in duties and functions of classroom teaching under directly supervised instruction by Affiliate employees holding valid professional clear or life diplomas issued by the State Board of Education, other than emergency or provisional credentials, authorizing said Affiliate employees to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. University shall remit payment to Affiliate for performance by Affiliate's employee(s) of all services required to be performed under this Agreement, including submission of invoice, at the RATE set forth in the Special Provisions for each semester unit of practice teaching as defined herein.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching conducted per day, five (5) days per week, for eighteen (18) weeks.

For community colleges and/or adult schools, a semester unit is approximately twenty (20) minutes of practice teaching conducted per day, three (3) days per week, for eighteen (18) weeks during regular session.

3. An assignment of a student teacher to practice teaching in schools or classes in Affiliate jurisdiction shall be at the discretion of the University and either for a period of approximately nine (9) weeks or for a period of approximately eighteen (18) weeks, and a student teacher may be given more than one (1) assignment by the University to practice teaching in such schools or classes.

Assignment of a student teacher to practice teaching in the jurisdiction of Affiliate shall be deemed to be effective for purposes of this Agreement as of the date on which the student teacher presents to the proper authorities of Affiliate the assignment card or other document given to the student teacher effecting such assignment but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student teacher to practice teaching is terminated by the University for any reason, the Affiliate shall receive payment on account of such student teacher, except in such cases where such assignment is terminated before the end of the ninth week of the assignment, in which case Affiliate shall receive payment for an assignment of nine (9) weeks only.

If a student teacher is assigned by the University to another supervising teacher or location within the jurisdiction of Affiliate after a student teacher assignment has become effective, this reassignment shall be considered for payment purposes as an entirely new and separate assignment. In the event of such reassignment, the supervising teacher who supervises the majority of the assignment and submits the required evaluation shall be considered qualified for payment purposes.

Absences of a student teacher from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided to the student teacher by Affiliate.

**CALIFORNIA STATE UNIVERSITY, FULLERTON  
STUDENT TEACHING AGREEMENT**

**AGREEMENT NO. T140016**

4. Within a reasonable time following the close of each semester of University, Affiliate shall submit an invoice, in triplicate, to University for payment at the RATE provided herein for all semester units of practice teaching provided by Affiliate under and in accordance with this Agreement during said semester. Affiliate shall attach to the invoice a certificate, in triplicate, executed by a duly authorized representative of Affiliate certifying that the Affiliate expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. The University shall pay the amount of such invoice from monies made available for such purpose by or pursuant to the laws of the State of California.
5. Notwithstanding any other provisions of this Agreement, University shall not be obligated by this Agreement to pay Affiliate any amount in excess of the RATE as set forth in the Special Provisions, any amount for services provided outside of the TERM of this Agreement, or any amount for services which do not comply with the requirements stated herein.
6. **INDEMNIFICATION.** Pursuant to the provisions of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of, or resulting from, negligent acts or omissions of the indemnifying party.
7. **FINGERPRINTING/BACKGROUND CHECKS.** In accordance with California Education Code Section 44320 (b), each credential candidate prior to assignment to Affiliate must obtain at their sole expense a "Certificate of Clearance," which includes a completed Live Scan Service. The University will ensure that each student teacher receives this Certificate prior to reporting to any assignment in the jurisdiction of Affiliate.
8. **INSURANCE.** Each party (University and Affiliate) shall secure and maintain at all times during the TERM, at their respective sole expense, insurance of the types noted below and with their respective minimum limits covering themselves including their employees, officers, agents, and volunteers. Each party acknowledges that these insurance requirements may be addressed through a variety of risk financing methods including commercial insurance, self-insurance, risk sharing pool, captive, or combination thereof and that when placed with commercial insurers, such insurers shall have an A.M. Best rating of no less than A:VII or equivalent or as accepted by the other party. Each party reserves the right to request documentation of such coverage(s) from the other party.
  - A. **Comprehensive or Commercial Form General Liability Insurance (including Contractual Liability) with minimum limits as follows:**
    - Each Occurrence: \$1,000,000
    - General Aggregate: \$3,000,000
  - B. **Business Automobile Liability coverage (minimum limits):**
    - Each Occurrence: \$1,000,000 Combined Single Limit for owned, scheduled, hired, or non-owned vehicles
  - C. **Workers' Compensation Liability coverage:**
    - Minimum limit as required by statute
    - Employer's Liability coverage: minimum limits of \$1,000,000 per each accident, employee, and disease
  - D. **Professional Liability (appropriate to the professional activities) coverage:**
    - Minimum limits: \$1,000,000 per claim and \$2,000,000 per policy
    - Coverage to be maintained for a period of five (5) years beyond the term of this Agreement

The foregoing insurance limits and/or requirements shall be subject to changes in, or modifications to, coverage, forms, and/or limits as mandated from time to time by insurance programs of the parties. When such changes or modifications are mandated, the parties shall agree to renegotiate requirements, if necessary, within thirty (30) days from receipt of notification by either party of such change for insurance coverage, forms, and/or limits. The period for renegotiation shall be thirty (30) calendar days. New Agreement terms regarding coverage, forms, and/or limits shall be mutually agreed upon by the parties and shall be evidenced by a written addendum to this Agreement within the period for renegotiation. If the parties are unable to renegotiate said coverage,

**CALIFORNIA STATE UNIVERSITY, FULLERTON  
STUDENT TEACHING AGREEMENT**

**AGREEMENT NO. T140016**

forms, and/or limits, this Agreement shall automatically terminate at the end of the thirty (30) day period following renegotiation unless the parties mutually agree to extend the period for renegotiation an additional thirty (30) days.

The University shall self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

The State of California has elected to be self-insured for its general liability, vehicle liability, workers' compensation, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insurance program. Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations or under an official contract or license agreement, they should be referred to the State Board of Control, State of California, Tort Liability Section, 1515 K Street, Sacramento, CA 95814. Any claims regarding property are to be referred to The California State University, Risk Management and Public Safety, 401 Golden Shore, 5<sup>th</sup> Floor, Long Beach, CA 90802-4210.

**GOVERNING LAW**

This Agreement shall be executed under the laws of the State of California and shall in all respects be interpreted, enforced, and governed by California laws.

**CERTIFICATION**

Please indicate with an "X" the accurate statement below and, if necessary, enter the date of Board approval.

\_\_\_\_\_ Affiliate Representative signing hereto certifies that this Agreement has received necessary Board approval(s), thereby permitting 1) the University to assign students to one or more schools in jurisdiction of Affiliate for the purpose of practice teaching, and 2) the Affiliate to authorize the same. Board approval of this Agreement is recorded in the Minutes for the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. A copy of the relevant portion of said Minutes shall be made available upon University request.

\_\_\_\_\_ Affiliate Representative attests that Board approval is NOT required for this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been executed by and on behalf of the parties named below.

**AUTHORIZED BY UNIVERSITY:**  
CALIFORNIA STATE UNIVERSITY,  
FULLERTON

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

Angela Petruso

Title: Buyer III, Contracts & Procurement

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

04/17/14

**AUTHORIZED AFFILIATE REPRESENTATIVE:**  
CAPISTRANO UNIFIED SCHOOL DISTRICT

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

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

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

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....MAY 13, 2014

The following purchase orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the following Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

| PO No.            | Fund | Vendor                | Description              | Amount      |
|-------------------|------|-----------------------|--------------------------|-------------|
| 5362              | 98   | COUNTY OF ORANGE      | Serv& Op/Fac Acq /SJHHS  | 1,773.78    |
| 5363              | 98   | BOWIE ARNESON WILES & | Legal /Fac Acq /Dstrctwd | 10,000.00   |
| 5364              | 90   | BOWIE ARNESON WILES & | Legal /Fac Acq /Dstrctwd | 14,000.00   |
| 5365              | 92   | BOWIE ARNESON WILES & | Legal /Fac Acq /Dstrctwd | 2,000.00    |
| 5366              | 94   | BOWIE ARNESON WILES & | Legal /Fac Acq /Dstrctwd | 8,000.00    |
| 5367              | 87   | BOWIE ARNESON WILES & | Legal /Fac Acq /Dstrctwd | 16,000.00   |
| 6 Purchase Orders |      |                       |                          | \$51,773.78 |

EXHIBIT 23

Attachment 1

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....MAY 13, 2014

The following purchase orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the following Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

| PO No. | Fund | Vendor                         | Description                 | Amount    |
|--------|------|--------------------------------|-----------------------------|-----------|
| 334520 | 25   | SCHOOL FACILITY CONSULTANTS    | Serv& Op/Fac Acq /RMVC K-8  | 56,000.00 |
| 334521 | 1    | LECTORUM PUBLISHING            | Bks&Ref /Instrctn/San Juan  | 110.16    |
| 334522 | 1    | SCHOLASTIC INC                 | Bks&Ref /Instrctn/San Juan  | 160.38    |
| 334523 | 70   | ARTHUR J GALLAGHER & CO.       | Serv& Op/Enterprs/Dstrctwd  | 8,150.00  |
| 334524 | 1    | DBQ PROJECT, THE               | InstMtls/Instrctn/ANHS      | 754.00    |
| 334525 | 1    | J W PEPPER-LOS ANGELES         | InstMtls/Instrctn/DHHS      | 1,433.01  |
| 334526 | 1    | PATHWAY COMMUNICATIONS LTD.    | InstMtls/Instrctn/Crn Vlly  | 284.16    |
| 334527 | 1    | PATHWAY COMMUNICATIONS LTD.    | InstMtls/Instrctn/Don Juan  | 341.28    |
| 334528 |      | VOID                           | VOID                        | 0.00      |
| 334529 | 1    | B & H PHOTOGRAPHY              | InstMtls/Instrctn/ANHS      | 169.32    |
| 334530 | 1    | DICK BLICK WEST                | InstMtls/Instrctn/DHHS      | 314.96    |
| 334531 | 1    | PERMA-BOUND                    | Bks&Ref /Libr&Med/FNMS      | 190.63    |
| 334532 |      | VOID                           | VOID                        | 0.00      |
| 334533 | 1    | PERMA-BOUND                    | K-12Text/Instrctn/SCHS      | 633.91    |
| 334534 | 1    | PERMA-BOUND                    | K-12Text/Instrctn/SJHHS     | 5,364.79  |
| 334535 | 1    | WEST COAST ENVIRONMENTAL       | Rntl:Oth/RR:Bldgs/Bergeson  | 17,170.00 |
| 334536 | 1    | INSTITUTE FOR EDUC DEVELOPMENT | CnfrNonI/HlthServ/Dstrctwd  | 3,435.00  |
|        |      |                                | CnfrNonI/SupvAdmn/Dstrctwd  | 229.00    |
| 334537 | 1    | COSTCO S.J.C.                  | InstMtls/Instrctn/Dstrctwd  | 5,075.00  |
| 334538 | 1    | FRESHINK                       | SpplsNonI/Sch Adm /Las Palm | 264.60    |
| 334539 | 1    | TYPING AGENT LLC               | Serv& Op/Instrctn/Dstrctwd  | 4,800.00  |
| 334540 | 1    | DEMCO                          | InstMtls/Instrctn/AVMS      | 94.48     |
| 334541 | 1    | IXL LEARNING INC               | Serv& Op/Instrctn/Dstrctwd  | 2,612.50  |
|        |      |                                | Serv& Op/Instrctn/DHHS      | 2,612.50  |
| 334542 | 1    | WARE GROUP, THE                | InstMtls/Instrctn/Del Obis  | 2,219.00  |
| 334543 | 1    | UC REGENTS                     | Serv& Op/SupvAdmn/Dstrctwd  | 550.00    |
| 334544 | 1    | S&R SPORT                      | InstMtls/CurAthlt/ANHS      | 322.50    |
| 334545 | 1    | DEMCO                          | Bks&Ref /Libr&Med/ANHS      | 1,321.16  |
| 334546 | 1    | CASC CONFERENCE                | CnfrNonI/AcadmAdv/LFMS      | 69.00     |
| 334547 | 1    | COMMUNICATIONS USA             | SpplsNonI/Sch Adm /VDMMS    | 221.68    |
| 334548 | 1    | S O S SURVIVAL PRODUCTS        | SpplsNonI/Sch Adm /Del Obis | 73.75     |
| 334549 | 1    | BADEN SPORTS INC               | InstMtls/Instrctn/Chaparal  | 351.00    |
| 334550 | 1    | SAN CLEMENTE HIGH SCHOOL ASB   | InstMtls/Instrctn/Dstrctwd  | 200.00    |
| 334551 | 1    | SOUTHWEST SCHOOL SUPPLY        | InstMtls/SE0thIns/Dstrctwd  | 300.00    |
| 334552 | 1    | REPAIRZOOM                     | Rntl:Oth/Sch Adm /Dstrctwd  | 238.48    |
| 334553 | 1    | GOPHER ATHLETIC                | InstMtls/Instrctn/Chaparal  | 567.54    |
| 334554 | 1    | ORANGE COUNTY DEPT OF EDUCAT   | FieldTrp/Instrctn/Oak Grv   | 42,120.00 |
| 334555 | 1    | AIR DUCT CLEANING COMPANY      | Rntl:Oth/RR:Bldgs/Bergeson  | 2,567.00  |
| 334556 | 1    | JANET BUCK                     | Residtl /NPS /Dstrctwd      | 2,000.00  |
| 334557 | 1    | ARTURO J. ADDEMAN              | Serv& Op/Instrctn/Marblehd  | 1,125.80  |
| 334558 | 1    | PATHWAY COMMUNICATIONS LTD.    | NonCapEq/Instrctn/San Juan  | 1,053.86  |
| 334559 | 1    | CAMCOR INC                     | NonCapEq/Instrctn/San Juan  | 489.02    |
| 334560 | 1    | VALIANT IMC                    | InstMtls/Instrctn/NHMS      | 45.36     |
| 334561 | 1    | PATHWAY COMMUNICATIONS LTD.    | InstMtls/Instrctn/DJAMS     | 85.32     |
| 334562 | 1    | AUDIO DYNAMIX INC              | NonCapEq/Instrctn/Las Palm  | 2,382.80  |

## PO BOARD LISTING

## Board of Trustees Purchase Order Listing

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

Board of Trustees Meeting.....MAY 13, 2014

| PO No. | Fund | Vendor                        | Description                 | Amount    |
|--------|------|-------------------------------|-----------------------------|-----------|
| 334563 | 1    | VALIANT IMC                   | InstMtls/Instrctn/San Juan  | 108.00    |
| 334564 | 1    | CALIFORNIA WESTERN VISUALS    | NonCapEq/Instrctn/Marblehd  | 1,770.98  |
| 334565 | 1    | DELTA EDUCATION               | InstMtls/Instrctn/Dstrctwd  | 6,767.71  |
| 334566 | 13   | TOOLS FOR SCHOOLS             | FdProcCm/FoodServ/Dstrctwd  | 3,800.00  |
| 334567 | 1    | BENS ASPHALT                  | Rntl:Oth/RR:Bldgs/AVMS      | 18,709.50 |
| 334568 | 1    | COPPER HILLS YOUTH CENTER     | Sub RTC /NPS /Dstrctwd      | 1,795.50  |
|        |      |                               | Sub MHBC/NPS /Dstrctwd      | 19,039.83 |
|        |      |                               | Sub MHBC/PsychSer/Dstrctwd  | 19,039.82 |
| 334569 | 1    | MERCURY TOURS                 | Charter /DW Undst/Dstrctwd  | 3,407.00  |
| 334570 | 1    | CAMCOR INC                    | NonCapEq/Instrctn/VDMMMS    | 798.75    |
| 334571 | 1    | PATHWAY COMMUNICATIONS LTD.   | SpplsNonI/Sch Adm /CVHS     | 426.60    |
| 334572 | 1    | CALIFORNIA WESTERN VISUALS    | SpplsNonI/Sch Adm /CVHS     | 307.80    |
| 334573 | 25   | WLC ARCHITECTS INC            | BI:Arch /Fac Acq /SJHHS     | 59,940.00 |
| 334574 | 25   | WLC ARCHITECTS INC            | BI:Arch /Fac Acq /LRMS      | 29,350.00 |
| 334575 | 1    | SPECTRUM CENTER ROSSIER PARK  | NPS /NPS /Dstrctwd          | 10,456.00 |
| 334576 | 1    | DEVEREUX CLEO WALLACE         | Residtl /NPS /Dstrctwd      | 305.00    |
| 334577 | 12   | CONTROLTEC INC                | Serv& Op/Sch Adm /Dstrctwd  | 780.00    |
| 334578 |      | VOID                          | VOID                        | 0.00      |
| 334579 | 1    | AVES AUDIO VISUAL SYSTEMS     | InstMtls/Instrctn/FNMS      | 84.24     |
| 334580 | 1    | DEWEYS HOME APPLIANCES        | NonCapEq/Instrctn/Dstrctwd  | 3,056.40  |
| 334581 | 1    | CULVER-NEWLIN                 | SpplsNonI/Sch Adm /Hiddn Hl | 390.87    |
| 334582 | 1    | SOUTHWEST SCHOOL SUPPLY       | InstMtls/Instrctn/MFMS      | 5,000.00  |
| 334583 | 1    | SOUTHWEST SCHOOL SUPPLY       | InstMtls/Instrctn/AVMS      | 250.00    |
|        |      |                               | SpplsNonI/Sch Adm /AVMS     | 250.00    |
| 334584 | 1    | SOUTHWEST SCHOOL SUPPLY       | InstMtls/Instrctn/Malcom    | 2,500.00  |
| 334585 | 1    | SOUTHWEST SCHOOL SUPPLY       | SpplsNonI/Sch Adm /SCHS     | 800.00    |
| 334586 | 1    | SOUTHWEST SCHOOL SUPPLY       | InstMtls/Instrctn/Hiddn Hl  | 868.76    |
| 334587 | 1    | SMART & FINAL IRIS #399       | InstMtls/Instrctn/AVMS      | 300.00    |
| 334588 | 1    | MILANINO, GRACIELA            | Serv& Op/Instrctn/Mission   | 179.00    |
| 334589 | 1    | GORDENIER, JEFF               | Serv& Op/Instrctn/STYBRKMI  | 167.95    |
| 334590 | 1    | BEAR DATA SOLUTIONS           | NonCapEq/TIS /Dstrctwd      | 3,482.33  |
| 334591 | 1    | AMS.NET INC                   | NonCapEq/TIS /Dstrctwd      | 22,607.48 |
| 334592 | 1    | PRESIDIO NETWORKED SOLUTIONS  | NonCapEq/TIS /Dstrctwd      | 6,591.15  |
| 334593 | 1    | AMS.NET INC                   | SpplsNonI/TIS /Dstrctwd     | 1,276.04  |
| 334594 | 1    | INSIGHT SYSTEMS EXCHANGE      | InstMtls/SE0thIns/Dstrctwd  | 367.20    |
| 334595 | 1    | INSIGHT SYSTEMS EXCHANGE      | InstMtls/Enterprs/NHMS      | 367.20    |
| 334596 | 1    | LEGOLAND                      | FieldTrp/Instrctn/Las Palm  | 1,344.00  |
| 334597 | 1    | LEGOLAND                      | FieldTrp/Instrctn/Las Palm  | 1,141.00  |
| 334598 | 1    | SCHOOL SERVICES OF CALIFORNIA | CnfrNonI/SuppSvcs/Dstrctwd  | 135.00    |
|        |      |                               | CnfrNonI/Prsnl:HR/Dstrctwd  | 135.00    |
|        |      |                               | CnfrNonI/SupvAdmn/Dstrctwd  | 405.00    |
|        |      |                               | CnfrNonI/Bus/Fisc/Dstrctwd  | 405.00    |
| 334599 | 1    | INSIGHT SYSTEMS EXCHANGE      | SpplsNonI/Sch Adm /Dstrctwd | 1,857.60  |
| 334600 | 1    | APPLE COMPUTER INC            | InstMtls/Enterprs/DJAMS     | 1,301.76  |
| 334601 | 1    | INSIGHT SYSTEMS EXCHANGE      | InstMtls/Instrctn/RH Dana   | 2,678.40  |
| 334602 | 1    | DELL COMPUTER                 | NonCapEq/Instrctn/CVHS      | 1,199.59  |
| 334603 | 1    | DELL COMPUTER                 | NonCapEq/Instrctn/OsoGrand  | 2,998.92  |
| 334604 | 1    | UZIBULL                       | InstMtls/Instrctn/Tesoro    | 216.00    |
| 334605 | 1    | ORANGE COUNTY DEPT OF EDUCAT  | CnfrNonI/SupvAdmn/Dstrctwd  | 100.00    |
| 334606 | 1    | INSIGHT SYSTEMS EXCHANGE      | NonCapEq/Instrctn/San Juan  | 2,678.40  |



Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....MAY 13, 2014

| PO No. | Fund | Vendor                         | Description                 | Amount    |
|--------|------|--------------------------------|-----------------------------|-----------|
| 334607 | 1    | DELL COMPUTER                  | NonCapEq/Instrctn/Las Palm  | 6,234.83  |
| 334608 | 1    | INSIGHT SYSTEMS EXCHANGE       | NonCapEq/Instrctn/Las Palm  | 11,610.00 |
| 334609 | 1    | VERNIER SOFTWARE               | InstMtls/Instrctn/SCHS      | 866.69    |
| 334610 | 1    | ORANGE COUNTY DEPT OF EDUCAT   | CnfrNonI/GuidCnsl/AVMS      | 75.00     |
| 334611 | 1    | IMAGE 2000                     | InstMtls/Instrctn/ArroyoMS  | 256.93    |
|        |      |                                | InstMtls/Instrctn/ArroyoEl  | 256.93    |
| 334612 | 1    | CINTAS CORPORATION #640        | SpplsNonI/RR:Bldgs/Dstrctwd | 20,000.00 |
| 334613 | 25   | TANDUS FLOORING INC.           | Bldg Imp/Fac Acq /SJHHS     | 30,903.80 |
|        |      |                                | Bldg Imp/Fac Acq /LRMS      | 15,221.28 |
| 334614 | 1    | VANGUARD FLOORING INC          | Rntl:Oth/RR:Bldgs/Wood Cyn  | 485.00    |
| 334615 | 1    | VERIZON WIRELESS               | SpplsNonI/PuplTran/Dstrctwd | 24.29     |
| 334616 | 1    | CAPISTRANO GOLF CARS           | Rntl:Oth/Custodil/Dstrctwd  | 10,000.00 |
| 334617 | 1    | CALIFORNIA TRACK & ENGINEERING | Rntl:Oth/RR:Bldgs/Tesoro    | 1,500.00  |
| 334618 | 1    | BARRETT-ROBINSON INC           | Rntl:Oth/RR:Bldgs/DJAMS     | 1,425.00  |
| 334619 | 1    | ABOVE ALL NAMES CONSTRUCTION   | Rntl:Oth/RR:Bldgs/Tesoro    | 2,526.00  |
| 334620 | 1    | COMMERCIAL AQUATIC SERVICES    | Rntl:Oth/RR:Bldgs/ANHS      | 5,892.39  |
| 334621 | 1    | GAMETIME                       | SpplsNonI/RR:Bldgs/Kinoshta | 51.67     |
| 334622 | 1    | GAMETIME                       | Rntl:Oth/RR:Bldgs/LF Elem   | 564.39    |
| 334623 | 1    | GAMETIME                       | SpplsNonI/RR:Bldgs/Viejo    | 256.59    |
| 334624 | 1    | GAMETIME                       | SpplsNonI/RR:Bldgs/Marblehd | 1,366.01  |
| 334625 | 1    | GANAHL LUMBER                  | SpplsNonI/RR:Bldgs/FNMS     | 918.00    |
| 334626 | 1    | AUTOMOTIVE SERVICE EXCEL       | InstMtls/Instrctn/SCHS      | 168.00    |
| 334627 | 70   | EXECUTIVE ENVIRONMENTAL SVCS   | Serv& Op/Enterprs/Dstrctwd  | 690.69    |
| 334628 | 1    | PACIFIC ROOFING SYSTEMS        | Rntl:Oth/RR:Bldgs/Wagon Wh  | 11,965.00 |
| 334629 | 1    | MIRACLE RECREATION EQUIPMENT   | NonCapEq/RR:Bldgs/Palisade  | 237.93    |
| 334630 | 1    | CULVER-NEWLIN                  | InstMtls/Instrctn/MFMS      | 3,089.40  |
| 334631 | 1    | JOHN DEERE LANDSCAPES          | Rnt&Repr/Instrctn/Las Palm  | 3,000.00  |
| 334632 |      | VOID                           | VOID                        | 0.00      |
| 334633 | 1    | MOBILE COMMUNICATION REPAIR    | SpplsNonI/Sch Adm /OsoGrand | 2,449.44  |
| 334634 | 1    | ITO NURSERY                    | InstMtls/Instrctn/FNMS      | 1,500.00  |
| 334635 | 1    | SPORTS FACILITIES GROUP INC    | Rntl:Oth/RR:Bldgs/Dstrctwd  | 9,215.50  |
| 334636 | 1    | ORANGE COUNTY FIRE AUTHORITY   | Rntl:Oth/RR:Bldgs/Malcom    | 350.00    |
| 334637 | 1    | KELLY PAPER COMPANY            | SpplsNonI/Grph Art/Dstrctwd | 22,000.00 |
| 334638 | 1    | MISSION VIEJO POST OFFICE      | Cmmnctns/Warehse /Dstrctwd  | 4,000.00  |
| 334639 | 1    | PLAYPOWER LT FAMINGTON INC.    | SpplsNonI/RR:Bldgs/Malcom   | 2,765.35  |
| 334640 | 1    | PLAYPOWER LT FAMINGTON INC.    | SpplsNonI/RR:Bldgs/Lobo     | 342.04    |
| 334641 | 1    | TEL TEC SECURITY SYSTEMS INC   | CompTech/TIS /Dstrctwd      | 30,980.29 |
| 334642 | 1    | ORDOQUI CONSLTNG & LOCK        | SpplsNonI/RR:Bldgs/Dstrctwd | 3,024.00  |
| 334643 | 1    | STAGECRAFT INDUSTRIES INC      | Rntl:Oth/RR:Bldgs/Dstrctwd  | 200.00    |
| 334644 | 1    | GILBERT & STEARNS INC          | Rntl:Oth/RR:Bldgs/SCHS      | 30,000.00 |
| 334645 | 1    | PACIFIC ROOFING SYSTEMS        | Rntl:Oth/RR:Bldgs/Viejo     | 14,854.20 |
| 334646 | 1    | PACIFIC ROOFING SYSTEMS        | Rntl:Oth/RR:Bldgs/FNMS      | 14,171.00 |
| 334647 | 1    | CAMCOR INC                     | NonCapEq/Instrctn/Hiddn Hl  | 978.05    |
| 334648 | 1    | VALIANT IMC                    | InstMtls/Instrctn/DHHS      | 69.12     |
| 334649 | 1    | B & H PHOTOGRAPHY              | InstMtls/Instrctn/LadraElm  | 196.75    |
| 334650 | 1    | JOURNEYS TO THE PAST           | Serv& Op/Instrctn/OsoGrand  | 400.00    |
| 334651 | 1    | B & H PHOTOGRAPHY              | NonCapEq/Instrctn/CVHS      | 6,825.70  |
| 334652 | 1    | PRINT & BIND 4 LESS            | Serv& Op/Grph Art/Dstrctwd  | 1,200.00  |
| 334653 | 1    | YALE CHASE EQUIPMENT AND       | Rntl:Oth/RR:Bldgs/Dstrctwd  | 12,024.03 |
| 334654 | 1    | VANGUARD FLOORING INC          | Rntl:Oth/RR:Bldgs/Bathgate  | 3,034.02  |

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\*===== Fiscal Year: 2013-14 =====\*  
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| PO No. | Fund | Vendor                        | Description                | Amount    |
|--------|------|-------------------------------|----------------------------|-----------|
| 334655 | 1    | PROSURFACE                    | Rntl:Oth/RR:Bldgs/CVHS     | 6,000.00  |
| 334656 |      | VOID                          | VOID                       | 0.00      |
| 334657 | 1    | PATHWAY COMMUNICATIONS LTD.   | InstMtls/Instrctn/MFMS     | 426.60    |
| 334658 | 1    | CALIFORNIA WESTERN VISUALS    | InstMtls/Instrctn/MFMS     | 307.80    |
| 334659 | 1    | NSTA                          | InstMtls/Instrctn/Dstrctwd | 473.66    |
| 334660 | 1    | OFFICE DEPOT                  | InstMtls/SE0thIns/Dstrctwd | 624.30    |
| 334661 | 1    | LANFRANCO, NICOLE             | Serv& Op/Instrctn/St Edwrđ | 522.08    |
| 334662 | 1    | ORANGE COUNTY DEPT OF EDUCAT  | Serv& Op/Instrctn/St Edwrđ | 195.00    |
| 334663 | 1    | BRULEY, BRITTANY              | Serv& Op/Instrctn/St Edwrđ | 55.00     |
| 334664 | 1    | MILDREW, JULIE                | Serv& Op/Instrctn/St Edwrđ | 1,580.62  |
| 334665 | 1    | MILDREW, JULIE                | Serv& Op/Instrctn/St Edwrđ | 554.64    |
| 334666 | 1    | DELL COMPUTER                 | NonCapEq/Instrctn/VDMMS    | 1,101.32  |
| 334667 | 1    | MIND RESEARCH INSTITUTE       | PrepdExp/Undesig /Dstrctwd | 3,562.50  |
| 334668 |      | VOID                          | VOID                       | 0.00      |
| 334669 | 1    | SUNBURST DIGITAL INC          | Serv& Op/Instrctn/San Juan | 1,291.68  |
| 334670 | 1    | SOUTHWEST SCHOOL SUPPLY       | SpIsNonI/Sch Adm /Hiddn Hl | 1,000.00  |
| 334671 | 1    | ORANGE COUNTY DEPT OF EDUCAT  | FieldTrp/Instrctn/Hiddn Hl | 25,920.00 |
| 334672 | 1    | CUSD                          | Serv& Op/Instrctn/Dstrctwd | 80,000.00 |
| 334673 | 1    | VEX ROBOTICS INC              | InstMtls/Instrctn/MFMS     | 1,121.46  |
| 334674 | 1    | BIO RAD LABORATORIES          | InstMtls/Instrctn/DHHS     | 366.56    |
| 334675 | 1    | ENABLEMART                    | SpIsNonI/HlthServ/Dstrctwd | 144.31    |
| 334676 | 1    | ORANGE COUNTY DEPT OF EDUCAT  | CnfrNonI/Sch Adm /DJAMS    | 75.00     |
|        |      |                               | CnfrNonI/GuidCnsl/DJAMS    | 75.00     |
|        |      |                               | Conf:Ins/Instrctn/DJAMS    | 75.00     |
| 334677 | 1    | COAST RECREATION INC          | SpIsNonI/RR:Bldgs/Chaparal | 610.36    |
| 334678 | 1    | DOHENY BUILDERS SUPPLY        | SpIsNonI/RR:Bldgs/Dstrctwd | 499.38    |
| 334679 | 1    | SPORTS FACILITIES GROUP INC   | F&ENonIn/Enterprs/VDMMS    | 15,965.00 |
| 334680 | 1    | DELL COMPUTER                 | SpIsNonI/HlthServ/Dstrctwd | 633.26    |
| 334681 | 1    | DELL COMPUTER                 | SpIsNonI/HlthServ/Dstrctwd | 633.26    |
| 334682 | 1    | MAKE MUSIC!                   | Serv& Op/Instrctn/Dstrctwd | 1,620.00  |
| 334683 | 1    | PC & MACEXCHANGE              | NonCapEq/Instrctn/DHHS     | 1,002.72  |
| 334684 | 1    | SCIENCE @ OC                  | CnfrNonI/Sch Adm /Dstrctwd | 350.00    |
|        |      |                               | CnfrNonI/StDev In/Dstrctwd | 150.00    |
|        |      |                               | CnfrNonI/SupvAdmn/Dstrctwd | 50.00     |
| 334685 | 1    | ASSURED FIRE SYSTEMS          | Rntl:Oth/RR:Bldgs/Dstrctwd | 60,000.00 |
| 334686 | 25   | ORANGE COUNTY REGISTER        | Serv& Op/Fac Acq /Dstrctwd | 728.16    |
| 334687 | 1    | PATHWAY COMMUNICATIONS LTD.   | InstMtls/Instrctn/LRMS     | 2,649.67  |
| 334688 | 1    | PATHWAY COMMUNICATIONS LTD.   | InstMtls/Instrctn/FNMS     | 85.32     |
| 334689 | 1    | PATHWAY COMMUNICATIONS LTD.   | NonCapEq/Instrctn/SMS      | 883.22    |
| 334690 | 25   | NMG GEOTECHNICAL INC          | BI:Prelm/Fac Acq /SJHHS    | 8,060.00  |
| 334691 | 1    | ADVANTAGE IMAGING SUPPLY      | InstMtls/Instrctn/DHHS     | 139.32    |
| 334692 | 1    | APPLE COMPUTER INC            | InstMtls/SE0thIns/Dstrctwd | 867.84    |
| 334693 |      | VOID                          | VOID                       | 0.00      |
| 334694 | 1    | ANYTHING EDUCATIONAL PLUS INC | SpIsNonI/SupvAdmn/Dstrctwd | 1,075.36  |
| 334695 | 1    | PROVIDENCE SPEECH AND         | NPA /Spch Aud/Dstrctwd     | 985.00    |
| 334696 | 13   | ICON ENCLOSURES INC.          | OpSupp /FoodServ/Dstrctwd  | 777.60    |
| 334697 | 13   | CAL TROPIC                    | Food Dry/FoodServ/Dstrctwd | 17,000.00 |
| 334698 | 1    | AMS.NET INC                   | NonCapEq/TIS /Dstrctwd     | 92,129.40 |
| 334699 | 1    | ACADEMIC THERAPY PUBL         | SpIsNonI/Spch Aud/Dstrctwd | 944.00    |
| 334700 | 1    | PERMA-BOUND                   | K-12Text/Instrctn/ANHS     | 513.27    |

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2013-14 =====\*  
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| PO No. | Fund | Vendor                        | Description                 | Amount    |
|--------|------|-------------------------------|-----------------------------|-----------|
| 334701 | 1    | DELL COMPUTER                 | NonCapEq/Instrctn/LRMS      | 4,911.36  |
| 334702 | 1    | PEARSON ASSESSMENTS           | SpplsNonI/PsychSer/Dstrctwd | 1,358.08  |
| 334703 | 1    | INSIGHT SYSTEMS EXCHANGE      | InstMtIs/Instrctn/SCHS      | 3,672.00  |
| 334704 | 1    | WERTHEIMER-GALE & ASSOCIATES  | NPA /NPA Hlth/Dstrctwd      | 2,106.00  |
| 334705 | 1    | APPLE COMPUTER INC            | NonCapEq/Instrctn/ANHS      | 4,123.20  |
| 334706 | 1    | ORANGE COUNTY DEPT OF EDUCAT  | CnfrNonI/Pup Serv/Dstrctwd  | 20.00     |
| 334707 | 1    | SOUTHWEST SCHOOL SUPPLY       | SpplsNonI/Sch Adm /SMS      | 71.05     |
| 334708 | 1    | SOUTHWEST SCHOOL SUPPLY       | SpplsNonI/Sch Adm /SMS      | 97.98     |
| 334709 | 1    | ORANGE COUNTY DEPT OF EDUCAT  | CnfrNonI/GuidCnsl/CVHS      | 75.00     |
|        |      |                               | CnfrNonI/Sch Adm /CVHS      | 75.00     |
| 334710 | 1    | REEL LUMBER                   | InstMtIs/Instrctn/FNMS      | 1,200.00  |
| 334711 | 1    | MR. M'S WORLD                 | InstMtIs/Instrctn/FNMS      | 800.00    |
| 334712 | 1    | MARSOLAIS, MARY               | Serv& Op/Instrctn/Fatima    | 182.97    |
| 334713 | 1    | DONOVAN, LYNDIA               | Serv& Op/Instrctn/Fatima    | 218.92    |
| 334714 | 1    | COLLEGE BOUND SENIORS REPORTS | PrepdExp/Undesig /Dstrctwd  | 2,595.00  |
| 334715 | 1    | DEMCO                         | SpplsNonI/Libr&Med/SJHHS    | 98.78     |
| 334716 | 1    | PEARSON ASSESSMENTS           | SpplsNonI/Spch Aud/Dstrctwd | 443.00    |
| 334717 | 1    | PRO-ED                        | SpplsNonI/PsychSer/Dstrctwd | 466.60    |
| 334718 | 1    | SCHOLASTIC BOOK CLUBS         | InstMtIs/Instrctn/Concordi  | 118.00    |
| 334719 | 1    | READ NATURALLY                | InstMtIs/Instrctn/OsoGrand  | 81.42     |
| 334720 |      | VOID                          | VOID                        | 0.00      |
| 334721 | 1    | PRO-ED                        | SpplsNonI/HlthServ/Dstrctwd | 300.90    |
| 334722 | 1    | BAUDVILLE                     | SpplsNonI/Sch Adm /LFMS     | 80.67     |
| 334723 | 1    | PEARSON ASSESSMENTS           | SpplsNonI/HlthServ/Dstrctwd | 461.32    |
| 334724 | 1    | FOLLETT EDUCATIONAL SERVICES  | InstMtIs/Instrctn/AVMS      | 70.69     |
| 334725 | 1    | AARDVARK CLAY                 | InstMtIs/Instrctn/NHMS      | 142.68    |
| 334726 | 1    | FOLLETT EDUCATIONAL SERVICES  | InstMtIs/Instrctn/Tesoro    | 280.89    |
| 334727 | 1    | PEARSON ASSESSMENTS           | SpplsNonI/HlthServ/Dstrctwd | 66.75     |
| 334728 | 1    | ADVANCED KEYBOARD TECH INC    | InstMtIs/SE0thIns/Dstrctwd  | 237.72    |
| 334729 | 1    | ADVANCED KEYBOARD TECH INC    | InstMtIs/SE0thIns/Dstrctwd  | 225.72    |
| 334730 | 1    | ADVANCED KEYBOARD TECH INC    | InstMtIs/SE0thIns/Dstrctwd  | 237.72    |
| 334731 | 1    | DBQ PROJECT, THE              | InstMtIs/Instrctn/Serra     | 1,131.00  |
| 334732 | 1    | LAKESHORE LEARNING MATERIALS  | SpplsNonI/SupvAdmn/Dstrctwd | 5,446.00  |
| 334733 | 1    | LAKESHORE LEARNING MATERIALS  | SpplsNonI/SupvAdmn/Dstrctwd | 529.42    |
| 334734 | 1    | PROSURFACE                    | Rntl:Oth/RR:Bldgs/DHHS      | 32,040.00 |
| 334735 | 1    | REALLY GOOD STUFF             | InstMtIs/SDCInstr/Dstrctwd  | 100.51    |
| 334736 | 1    | REALLY GOOD STUFF             | InstMtIs/SDCInstr/Dstrctwd  | 489.72    |
| 334737 | 1    | CALIFORNIA STATE PARKS        | FieldTrp/Instrctn/AVMS      | 474.00    |
| 334738 |      | VOID                          | VOID                        | 0.00      |
| 334739 | 1    | PROSURFACE                    | Rntl:Oth/RR:Bldgs/CVHS      | 34,494.00 |
| 334740 | 1    | BEYOND PLAY                   | InstMtIs/SDCInstr/Dstrctwd  | 154.62    |
| 334741 | 1    | PROSURFACE                    | Rntl:Oth/RR:Bldgs/SCHS      | 26,730.00 |
| 334742 | 1    | LAKESHORE LEARNING MATERIALS  | InstMtIs/SDCInstr/Dstrctwd  | 427.36    |
| 334743 | 1    | DBQ PROJECT, THE              | InstMtIs/Instrctn/SCHS      | 377.00    |
| 334744 |      | VOID                          | VOID                        | 0.00      |
| 334745 | 1    | FUN AND FUNCTION              | SpplsNonI/HlthServ/Dstrctwd | 93.84     |
| 334746 | 1    | PACIFIC ROOFING SYSTEMS       | Rntl:Oth/RR:Bldgs/Wood Cyn  | 21,275.75 |
| 334747 | 1    | PACIFIC ROOFING SYSTEMS       | Rntl:Oth/RR:Bldgs/Wood Cyn  | 21,275.75 |
| 334748 | 1    | SPEECH LANGUAGE PATHOLOGY &   | Dues&Mmb/SupvAdmn/Dstrctwd  | 200.00    |
| 334749 | 1    | FOLLETT LIBRARY RESOURCES     | InstMtIs/Instrctn/Hiddn Hl  | 1,200.00  |

## PO BOARD LISTING

## Board of Trustees Purchase Order Listing

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

Board of Trustees Meeting.....MAY 13, 2014

| PO No. | Fund | Vendor                       | Description                 | Amount    |
|--------|------|------------------------------|-----------------------------|-----------|
| 334750 | 1    | PERMA-BOUND                  | Bks&Ref /Instrctn/Las Palm  | 1,500.00  |
| 334751 | 1    | FOLLETT LIBRARY RESOURCES    | Bks&Ref /Instrctn/Las Palm  | 2,500.01  |
| 334752 | 1    | GOLDEN RULE BINDERY          | K-12Text/Instrctn/NHMS      | 1,671.84  |
| 334753 | 1    | PEARSON EDUCATION            | K-8Textb/Instrctn/Dstrctwd  | 1,086.49  |
| 334754 | 1    | PEARSON EDUCATION            | K-8Textb/Instrctn/Dstrctwd  | 6,104.98  |
| 334755 | 1    | MCGRAW-HILL/SRA              | K-8Textb/Instrctn/Dstrctwd  | 1,784.14  |
| 334756 | 1    | MCGRAW-HILL/SRA              | K-8Textb/Instrctn/Dstrctwd  | 4,872.17  |
| 334757 | 1    | FOLLETT EDUCATIONAL SERVICES | K-8Textb/Instrctn/Dstrctwd  | 1,165.32  |
| 334758 | 1    | FOLLETT EDUCATIONAL SERVICES | K-8Textb/Instrctn/Dstrctwd  | 1,456.65  |
| 334759 | 1    | PERMA-BOUND                  | K-12Text/Instrctn/Tesoro    | 3,237.68  |
| 334760 | 1    | PERMA-BOUND                  | K-12Text/Instrctn/CVHS      | 2,159.78  |
| 334761 | 13   | ARROW RESTAURANT EQUIPMENT   | SmlEquip/FoodServ/Dstrctwd  | 901.80    |
| 334762 | 1    | CRESTLINE                    | SpplsNonI/Sch Adm /San Juan | 485.40    |
| 334763 | 1    | PROGRESS PUBLICATIONS        | SpplsNonI/Sch Adm /San Juan | 907.44    |
| 334764 | 1    | US GAMES                     | InstMtls/Instrctn/OsoGrand  | 212.53    |
| 334765 | 1    | OCDE/MEDIA SERVICES          | SpplsNonI/Sch Adm /San Juan | 198.20    |
| 334766 | 1    | VERNIER SOFTWARE             | InstMtls/Instrctn/ANHS      | 523.43    |
| 334767 | 1    | PRO-ED                       | SpplsNonI/HlthServ/Dstrctwd | 74.52     |
| 334768 | 1    | MACNAMARA DANIEL & ALICIA    | NPS /NPS /Dstrctwd          | 600.00    |
| 334769 | 1    | COMPLETE OFFICE OF CA        | SpplsNonI/SupvAdmn/Dstrctwd | 33.54     |
| 334770 | 1    | PAPA                         | CnfrNonI/M&OUnrOH/Dstrctwd  | 80.00     |
| 334771 | 1    | SOUTHWEST SCHOOL SUPPLY      | InstMtls/Instrctn/CapoHome  | 1,000.00  |
| 334772 | 1    | SOUTHWEST SCHOOL SUPPLY      | InstMtls/Instrctn/SCHS      | 385.14    |
| 334773 |      | VOID                         | VOID                        | 0.00      |
| 334774 | 1    | OCEAN INSTITUTE              | FieldTrp/Instrctn/Viejo     | 347.00    |
| 334775 | 1    | SOUTHWEST SCHOOL SUPPLY      | SpplsNonI/Sch Adm /Del Obis | 4,324.37  |
| 334776 | 1    | OCEAN INSTITUTE              | FieldTrp/Instrctn/Malcom    | 6,600.00  |
| 334777 | 1    | DISCOVERY SCIENCE CENTER     | FieldTrp/Instrctn/Malcom    | 1,247.00  |
| 334778 | 1    | INSIGHT SYSTEMS EXCHANGE     | InstMtls/Instrctn/Bergeson  | 6,248.88  |
| 334779 | 1    | INSIGHT SYSTEMS EXCHANGE     | NonCapEq/Instrctn/Kinoshta  | 17,811.36 |
| 334780 | 1    | CDWG Inc                     | InstMtls/Instrctn/VDMMS     | 1,999.59  |
| 334781 | 1    | CDWG Inc                     | InstMtls/Enterprs/FNMS      | 11,426.21 |
| 334782 | 25   | CULVER-NEWLIN                | InstMtls/Fac Acq /San Juan  | 5,298.57  |
| 334783 | 1    | CULVER-NEWLIN                | InstMtls/Instrctn/MFMS      | 661.72    |
| 334784 | 1    | CULVER-NEWLIN                | SpplsNonI/Sch Adm /BAMS     | 770.04    |
| 334785 | 25   | CULVER-NEWLIN                | F&EInstl/Fac Acq /SJHHS     | 50,803.63 |
| 334786 | 25   | CULVER-NEWLIN                | NonCapEq/Fac Acq /LRMS      | 22,688.86 |
| 334787 | 1    | ORANGE COUNTY DEPT OF EDUCAT | Conf:Ins/Instrctn/RH Dana   | 300.00    |
| 334788 | 1    | MARKERBOARD PEOPLE           | InstMtls/Instrctn/SJHHS     | 621.00    |
| 334789 | 1    | CHERRY TREE TOYS INC         | InstMtls/Instrctn/FNMS      | 374.98    |
| 334790 | 1    | PATHWAY COMMUNICATIONS LTD.  | InstMtls/Instrctn/Marblehd  | 511.92    |
| 334791 | 1    | ARTURO J. ADDEMAN            | InstMtls/Instrctn/Bergeson  | 475.00    |

261 Purchase Orders \$1,371,139.29



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....MAY 14, 2014

| Warrant<br>Number | Name of Payee                  | Reference<br>Number | Amount     |
|-------------------|--------------------------------|---------------------|------------|
| 195980            | ALISO NIGUEL AUTO CARE         | PO-332505           | 2,644.66   |
| 195981            | ALISO VIEJO AUTO SERVICE       | PO-332067           | 633.18     |
| 195982            | ALPHA SOUND AND LIGHTING       | PO-333316           | 3,697.01   |
| 195983            | AMDI                           | PO-334313           | 57.00      |
| 195984            | APPLE COMPUTER INC             | PO-333301           | 322.92     |
|                   |                                | PO-333994           | 433.92     |
|                   |                                | PO-333998           | 433.92     |
|                   |                                | PO-334083           | 325.92     |
|                   |                                | PO-334085           | 125.28     |
|                   |                                | PO-334087           | 7,699.03   |
|                   |                                | PO-334095           | 24,438.31  |
|                   |                                | PO-334243           | 541.92     |
|                   |                                | PO-334250           | 4,946.40   |
|                   |                                | PO-334295           | 3,096.12   |
| 195985            | BADEN SPORTS INC               | PO-334048           | 113.40     |
|                   |                                | PO-334219           | 151.20     |
|                   |                                | PO-334464           | 16.25      |
| 195986            | BARRETT-ROBINSON INC           | PO-332181           | 18.97      |
| 195987            | BEACH CITIES GLASS INC         | PO-330234           | 29.29      |
| 195988            | BEE MAN                        | PO-331234           | 1,859.50   |
| 195989            | BERTRAND'S HORN IMPROVEMENT    | PO-333016           | 522.65     |
| 195990            | BERTRANDS HORN IMPROVEMENT     | PO-330134           | 89.88      |
| 195991            | BIO RAD LABORATORIES           | PO-334097           | 441.08     |
| 195992            | BUSWEST                        | PO-333079           | 823.37     |
| 195993            | CALLOWAY HOUSE INC             | PO-334041           | 49.94      |
| 195994            | CDW GOVERNMENT                 | PO-330083           | 5.83       |
|                   |                                | PO-332872           | 73.25      |
|                   |                                | PO-333878           | 937.01     |
| 195995            | COMPLETE OFFICE OF CA          | PO-330100           | 113.37     |
|                   |                                | PO-331973           | 77.70      |
| 195996            | CREATIVE FORMS DESIGN INC      | PO-334481           | 191.22     |
| 195997            | ECOCAD DESIGN GROUP LLC        | PO-333891           | 4,667.00   |
| 195998            | FLINN SCIENTIFIC INC           | PO-334252           | 402.97     |
| 195999            | GOPHER ATHLETIC/SPORTS         | PO-334272           | 111.49     |
| 196000            | LEARNING A-Z                   | PO-333646           | 1,009.40   |
| 196001            | CALIFORNIA WEEKLY EXPLORER INC | PO-332256           | 1,045.00   |
|                   |                                | PO-333628           | 1,360.00   |
|                   |                                | PO-334346           | 315.00     |
| 196002            | CAPISTRANO CONNECTIONS ACADEMY | PO-330299           | 677,536.00 |
| 196003            | CB RANCH ENTERPRISES           | PO-334213           | 1,376.00   |
| 196004            | CITY OF SANTA ANA              | PO-333939           | 175.00     |
| 196005            | COMMUNITY ROOTS                | PO-330302           | 129,556.00 |
| 196006            | COUNTY OF ORANGE               | PO-332769           | 224.00     |
| 196007            | DISCOVERING SCIENCE            | PO-334417           | 3,315.00   |
| 196008            | ENVIRONMENTAL NATURE CTR       | PO-334495           | 650.00     |

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....MAY 14, 2014

| Warrant<br>Number | Name of Payee                  | Reference<br>Number | Amount     |
|-------------------|--------------------------------|---------------------|------------|
| 196009            | HERITAGE MUSEUM OF OC          | PO-334099           | 472.00     |
| 196010            | JOURNEY CHARTER SCHOOL         | PO-330301           | 114,573.00 |
| 196011            | MISSION SAN JUAN CAPISTRANO    | PO-334214           | 276.00     |
|                   |                                | PO-334488           | 630.00     |
| 196012            | OCEAN INSTITUTE                | PO-333554           | 2,050.00   |
|                   |                                | PO-334030           | 1,025.00   |
|                   |                                | PO-334031           | 1,025.00   |
| 196013            | OPPORTUNITY FOR LEARNING       | PO-331810           | 51,481.00  |
| 196014            | ORANGE COUNTY DEPT OF ED       | PO-334428           | 1,227.25   |
| 196015            | OXFORD ACADEMY                 | PO-330300           | 268,525.00 |
| 196016            | SEGERSTROM CENTER FOR THE ARTS | PO-333885           | 1,150.00   |
|                   |                                | PO-333886           | 170.00     |
| 196017            | SOUTH COAST ROP                | PO-331422           | 42,704.82  |
| 196018            | OPPORTUNITY FOR LEARNING       | PV-143869           | 38,977.78  |
| 196019            | ALZAMORA, LUCERO               | PV-143813           | 344.06     |
| 196020            | BALOGH, DAVID/MICHELLE         | PV-143814           | 50.18      |
| 196021            | BANH, JULIE/NAM                | PV-143815           | 778.98     |
| 196022            | BARNARD, ERIC & JENNIFER       | PV-143817           | 159.71     |
| 196023            | BAUER, ADAM OR GINA            | PV-143816           | 84.67      |
| 196024            | BECKHAM, NATHAN & DANIELLE     | PV-143818           | 262.75     |
| 196025            | BLAIN, MATTHEW & KERRY         | PV-143819           | 103.04     |
| 196026            | BOUCLY, CHRISTOPHER & DAWNIEL  | PV-143820           | 571.64     |
| 196027            | BOYD, VALERIE                  | PV-143821           | 118.05     |
| 196028            | BRESSLER, ERIC & KATHY         | PV-143822           | 106.62     |
| 196029            | CANET, DONALD OR ERIN          | PV-143823           | 205.63     |
| 196030            | CIPOLLONE, JOSEPH & DEBRA      | PV-143824           | 123.65     |
| 196031            | CLARK, BRIAN OR YOLANDA        | PV-143825           | 80.64      |
| 196032            | COON, MATTHEW/ERIKA            | PV-143826           | 254.02     |
| 196033            | CROWE, ROBERT AND/OR VIRGINIA  | PV-143827           | 154.56     |
| 196034            | DAVIS, HENRY & ELIZABETH       | PV-143828           | 304.64     |
| 196035            | DESHAZER, ALEX OR DARCY        | PV-143829           | 175.62     |
| 196036            | FINCH, JASON/NICOLETTE         | PV-143830           | 127.68     |
| 196037            | GARCIA, ANTONIO & MICHELLE     | PV-143831           | 89.60      |
| 196038            | GARRINGER, RODNEY OR SARA      | PV-143832           | 255.14     |
| 196039            | GAU, MARY                      | PV-143833           | 228.48     |
| 196040            | GRAGG, PATRICK & TERRY         | PV-143834           | 701.34     |
| 196041            | GUERRERO, HECTOR & GINA        | PV-143835           | 886.14     |
| 196042            | HAWORTH, MARK & JENNIFER       | PV-143836           | 129.02     |
| 196043            | HENRY, SAMANTHA                | PV-143837           | 76.61      |
| 196044            | HOGGATT, ROBERT/VERONICA       | PV-143838           | 441.51     |
| 196045            | HYLTON, CHRIS OR HERMINIA      | PV-143839           | 197.57     |
| 196046            | JOHNSON, EDWIN OR MELISS       | PV-143840           | 363.78     |
| 196047            | KLEIN, JIM & JASKOWIAK, JANNY  | PV-143841           | 290.30     |
| 196048            | LONGORIA, RICARDO/YVONNE       | PV-143842           | 2,008.82   |
| 196049            | LOUIE, DARRYL OR CATHERINE     | PV-143843           | 194.66     |

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....MAY 14, 2014

| Warrant<br>Number | Name of Payee                  | Reference<br>Number | Amount     |
|-------------------|--------------------------------|---------------------|------------|
| 196050            | MOHEB, MEHRDAD & NASR, NAHID   | PV-143844           | 56.45      |
| 196051            | NICOLL, THOMAS & HEIDI         | PV-143845           | 201.60     |
| 196052            | NOXON, LISA C                  | PV-143846           | 80.64      |
| 196053            | O'CONNOR, BRENDAN & JACQUELINE | PV-143847           | 472.19     |
| 196054            | O'LEARY GUTIERREZ, MARIA       | PV-143848           | 237.89     |
| 196055            | PETERSEN, DAVID OR LORIE       | PV-143849           | 135.07     |
| 196056            | QUENGA, JOSEPH OR TRACY        | PV-143850           | 758.02     |
| 196057            | RAMOS, ELLIOT/SEPULVEDA, LYCEL | PV-143851           | 209.66     |
| 196058            | REDING, CLARE & SHAD           | PV-143852           | 139.78     |
| 196059            | RODAS, PHILLIP AND CAROLYN     | PV-143853           | 144.14     |
| 196060            | ROLING, ROGER OR MIKAIL        | PV-143854           | 334.66     |
| 196061            | ROTH, JAY &/OR KERI            | PV-143855           | 241.92     |
| 196062            | SCHWARTZ, TONY OR STEPHANIE    | PV-143856           | 239.90     |
| 196063            | SEAL, SOMNATH & PUJA           | PV-143857           | 354.82     |
| 196064            | SIRKIN, TORY & AMY             | PV-143858           | 524.83     |
| 196065            | SOTO, MARTHA/RODOLFO           | PV-143859           | 245.95     |
| 196066            | SPOTSWOOD, EVAN & JENNIFER     | PV-143860           | 157.25     |
| 196067            | SUTHERLAND, GARY & RACHEL      | PV-143861           | 125.44     |
| 196068            | TRAN, CHAU & LUONG, PHUONG     | PV-143862           | 480.48     |
| 196069            | TRITZ, RICHARD &/OR JULIE      | PV-143863           | 156.13     |
| 196070            | WINKLER, JOHN & CAROL          | PV-143864           | 140.90     |
| 196071            | ZABOROWSKI, JEFF AND WENDY     | PV-143865           | 462.56     |
| 196072            | DEL RIO, EZEKIAL               | PV-143880           | 15.00      |
| 196073            | HUMES, HEATHER                 | PV-143879           | 80.00      |
| 196074            | MORRIS, FAITH                  | PV-143878           | 245.00     |
| 196075            | PITKETHLY, ALBERT              | PV-143882           | 80.00      |
| 196076            | RANDHAWA, PRABHMEET            | PV-143881           | 16.00      |
| 196077            | SHELSTAD, DEREK                | PV-143883           | 20.00      |
| 196078            | STOFFEL, HUNTER                | PV-143884           | 18.00      |
| 196079            | HEAR NOW DBA ABRAMSON          | PO-330719           | 4,080.00   |
| 196080            | MOLDAUER, PAMELA S.            | PO-330894           | 2,655.00   |
| 196081            | MOORE, BETH                    | PO-333940           | 840.00     |
| 196082            | ORANGE CTY DEPT EDUC           | PO-331412           | 305,430.72 |
| 196083            | ROBERT & SHERIE SAMUELIAN      | PO-333124           | 3,445.00   |
| 196084            | SHACK-LAPPIN, CAROL            | PO-330751           | 5,700.00   |
| 196085            | SPECTRUM CENTER ROSSIER PARK   | PO-331948           | 5,516.00   |
| 196086            | ADVANCED READING SOLUTIONS LLC | PO-332301           | 1,266.16   |
| 196087            | PROFESSIONAL TUTORS OF AMERICA | PO-330986           | 1,705.00   |
|                   |                                | PO-332623           | 2,062.50   |
| 196088            | SYNTEX GLOBAL                  | PO-330819           | 232.72     |
| 196089            | YMCA OF ORANGE COUNTY          | PO-330823           | 2,075.00   |
| 196090            | HUNTER, STACY                  | PV-143871           | 229.00     |
| 196091            | KULEK, JULIE                   | PV-143872           | 340.00     |
| 196092            | MANION, MAUREEN                | PO-334444           | 297.83     |
| 196093            | MERRINER, SUSAN                | PV-143873           | 190.00     |



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....MAY 14, 2014

| Warrant<br>Number | Name of Payee                  | Reference<br>Number | Amount     |
|-------------------|--------------------------------|---------------------|------------|
| 196094            | ORANGE COUNTY DEPT OF EDUCATIO | PO-333825           | 900.00     |
|                   |                                | PO-333986           | 1,200.00   |
| 196095            | PETTEY, STEPHANIE              | PV-143874           | 536.44     |
| 196096            | STATE SELPA ADMINISTRATORS     | PO-334414           | 180.00     |
| 196097            | CINTAS CORP #640               | PO-331338           | 1,844.91   |
| 196098            | CINTAS CORP #640               | PO-331132           | 7,651.99   |
| 196099            | CINTAS CORP #640               | PO-331812           | 7,898.95   |
| 196100            | US BANK                        | PO-334374           | 195,244.24 |
| 196101            | CORVEL CORPORATION             | PO-330313           | 176,505.01 |
| 196102            | UNUM LIFE INSURANCE            | PO-330339           | 9,316.08   |
| 196103            | YMCA OF ORANGE COUNTY          | CL-131604           | 738.95     |
|                   |                                | CL-131795           | 4,231.01   |
|                   |                                | CL-131796           | 275.68     |
| 196104            | BOWIE ARNESON WILES &          | PO-333634           | 7,493.00   |
| 196105            | CITY OF SAN JUAN CAPISTRANO    | PO-330226           | 4,083.57   |
| 196106            | COUNTY OF ORANGE-WASTE MNGT    | PO-330169           | 692.78     |
| 196107            | G.A. DOMINGUEZ                 | PO-333812           | 10,800.00  |
|                   |                                | PO-333930           | 46,699.20  |
| 196108            | MOULTON NIGUEL WATER           | PO-330245           | 6,517.95   |
| 196109            | PACIFIC ROOFING SYSTEMS        | PO-334159           | 13,490.70  |
|                   |                                | PO-334183           | 13,490.70  |
| 196110            | SAN DIEGO GAS & ELECTRIC       | PO-330248           | 102,788.72 |
| 196111            | SANTA MARGARITA WATER          | PO-330247           | 4,821.83   |
| 196112            | SO CAL GAS CO                  | PO-330249           | 19,634.39  |
| 196113            | SOUTH COAST WATER DISTRICT     | PO-334188           | 11,457.94  |
| 196114            | SOUTHERN CALIFORNIA EDISON     | PO-330250           | 38,916.20  |
| 196115            | VIRTUAL WATER SERVICES         | PO-331247           | 775.80     |
| 196116            | WEST COAST ARBORISTS INC.      | PO-331960           | 318.00     |
| 196117            | WLC ARCHITECTS INC             | PO-324660           | 20,602.93  |
|                   |                                | PO-334011           | 33,901.00  |
|                   |                                | PO-334012           | 28,145.75  |
|                   |                                | PV-143809           | 4,963.47   |
|                   |                                | PV-143810           | 8,853.20   |
| 196118            | BOWIE ARNESON WILES &          | PO-334337           | 17,020.89  |
|                   |                                | PO-334338           | 969.00     |
| 196119            | A Z BUS SALES INC              | CM-140099           | 931.58-    |
|                   |                                | PO-330885           | 2,327.06   |
| 196120            | ALISO NIGUEL AUTO CARE         | PO-332505           | 2,552.74   |
| 196121            | AMS.NET INC                    | PO-334221           | 1,670.14   |
| 196122            | APPLE COMPUTER INC             | PO-333301           | 325.92     |
| 196123            | ARTESIA SAWDUST                | PO-330210           | 2,339.84   |
| 196124            | B & H PHOTOGRAPHY              | PO-333926           | 592.80     |
| 196125            | BARRETT-ROBINSON INC           | PO-333905           | 9.48       |
|                   |                                | PO-334152           | 9.48       |
| 196126            | BATTERY SYSTEMS                | PO-330947           | 871.37     |

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....MAY 14, 2014

| Warrant<br>Number | Name of Payee               | Reference<br>Number | Amount    |
|-------------------|-----------------------------|---------------------|-----------|
| 196127            | BEE MAN                     | PO-331234           | 500.00    |
| 196128            | BERTRANDS HORN IMPROVEMENT  | PO-333019           | 69.26     |
| 196129            | BLAIRS TOWING INC           | PO-332339           | 625.00    |
| 196130            | BRAIN POP LLC               | PO-333758           | 2,794.00  |
| 196131            | CAL-STATE AUTO PARTS INC    | PO-331558           | 4,566.95  |
| 196132            | CALIFORNIA WESTERN VISUALS  | PO-334232           | 102.60    |
| 196133            | CAMCOR INC                  | PO-334015           | 399.37    |
|                   |                             | PO-334235           | 978.04    |
|                   |                             | PO-334248           | 399.37    |
|                   |                             | PO-334364           | 3,594.35  |
| 196134            | CINTAS CORP #640            | PO-331131           | 354.90    |
| 196135            | CINTAS DOCUMENT MANAGEMENT  | PO-331123           | 163.00    |
| 196136            | CINTAS FIRST AID & SAFETY   | PO-331130           | 497.83    |
| 196137            | COMMUNICATIONS USA          | PO-333810           | 39.96     |
|                   |                             | PO-334420           | 7.32      |
| 196138            | COMPLETE OFFICE OF CA       | PO-334472           | 268.92    |
| 196139            | CROWN VALLEY TRANS          | PO-331629           | 3,112.00  |
| 196140            | CULVER-NEULIN               | PO-334192           | 1,391.90  |
| 196141            | CURRICULUM ASSOCIATES       | PO-334306           | 8,023.84  |
| 196142            | DANIELS TIRE SERVICE        | PO-330869           | 12,492.62 |
| 196143            | DATA CONTROL INC            | PO-334286           | 239.55    |
| 196144            | DELL MARKETING L P          | PO-333999           | 64.77     |
|                   |                             | PO-334068           | 888.57    |
|                   |                             | PO-334070           | 792.55    |
|                   |                             | PO-334084           | 1,002.61  |
|                   |                             | PO-334251           | 4,860.55  |
| 196145            | DENAULT'S HARDWARE          | PO-330201           | 118.73    |
|                   |                             | PO-330863           | 52.88     |
| 196146            | ECOLOGY TIRE                | PO-331926           | 86.25     |
| 196147            | FACTORY MOTOR PARTS         | PO-331557           | 495.98    |
| 196148            | FOLLETT EDUCATIONAL SVC     | PO-332995           | 180.81    |
| 196149            | FREEWAY AUTO SUPPLY         | PO-330860           | 374.31    |
| 196150            | FRICTION MATERIALS CO.      | PO-330870           | 3,332.01  |
| 196151            | GOLDEN STAR TECHNOLOGY INC. | PO-334150           | 47.87     |
| 196152            | GRAINGER                    | PO-334363           | 25.62     |
| 196153            | HYDRO-SCAPE PRODUCTS INC    | PO-333592           | 330.13    |
| 196154            | IMAGE 2000                  | PO-331550           | 620.26    |

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|-------------------|--------------------------------|---------------------|-----------|
| 196155            | INSIGHT SYSTEMS EXCHANGE       | PO-333765           | 336.77    |
|                   |                                | PO-334032           | 3,208.57  |
|                   |                                | PO-334033           | 333.77    |
|                   |                                | PO-334036           | 3,668.74  |
|                   |                                | PO-334038           | 333.54    |
|                   |                                | PO-334039           | 366.56    |
|                   |                                | PO-334072           | 4,583.66  |
|                   |                                | PO-334082           | 11,609.88 |
|                   |                                | PO-334121           | 366.56    |
|                   |                                | PO-334217           | 3,042.73  |
|                   |                                | PO-334244           | 3,696.45  |
|                   |                                | PO-334324           | 366.56    |
| 196156            | INTERSTATE BATTERIES           | PO-331556           | 470.27    |
| 196157            | JOHN DEERE LANDSCAPES          | PO-330417           | 382.86    |
| 196158            | JOHNSTONE SUPPLY               | PO-330418           | 21,525.61 |
| 196159            | KENNYS AUTO UPHOLSTERY         | PO-331639           | 629.60    |
| 196160            | LAKESHORE LEARNING MATLS       | PO-333957           | 238.94    |
| 196161            | LEARNING A-Z                   | PO-334078           | 99.95     |
| 196162            | DELL MARKETING L P             | PO-334122           | 1,365.94  |
| 196163            | FREEDOM COMMUNICATIONS INC.    | PO-334497           | 2,400.00  |
| 196164            | EXECUTIVE ENVIRONMENTAL SVCS   | PO-334519           | 632.10    |
| 196165            | CALIFORNIA WEEKLY EXPLORER INC | PO-332852           | 1,045.00  |
| 196166            | COUNTY OF ORANGE               | PO-333771           | 340.00    |
| 196167            | DISCOVERING SCIENCE            | PO-333173           | 3,570.00  |
| 196168            | DISCOVERY SCIENCE CENTER       | PO-334426           | 741.00    |
|                   |                                | PO-334455           | 741.00    |
| 196169            | HERITAGE MUSEUM OF OC          | PO-332968           | 520.00    |
| 196170            | OCEAN INSTITUTE                | PO-331651           | 2,450.00  |
|                   |                                | PO-332332           | 1,041.00  |
| 196171            | PALI MOUNTAIN INSTITUTE        | PO-333707           | 16,195.00 |
| 196172            | SADDLEBACK VLY SCH DIST        | PO-334292           | 1,332.00  |
| 196173            | STATE OF CALIFORNIA            | PO-334489           | 337.50    |
| 196174            | MOBILE MODULAR                 | PO-330403           | 610.00    |
| 196175            | RMV COMMUNITY DEVELOPMENT, LLC | PV-143907           | 1,011.20  |
| 196176            | !#1 TOUCH-SCREEN TABLET        | PO-332240           | 510.00    |
| 196177            | !MATHWIZ                       | PO-332229           | 1,932.86  |
| 196178            | #1 IN LEARNING ONLINE INC      | PO-333178           | 629.12    |
| 196179            | *!!#1 AT-HOME TUTORS INC       | PO-332237           | 5,405.27  |
|                   |                                | PO-333781           | 2,283.38  |
| 196180            | 1-ON-1 LEARNING WITH LAPTOPS   | PO-332238           | 2,606.25  |
|                   |                                | PO-333857           | 45,734.24 |
| 196181            | A TREE OF KNOWLEDGE            | PO-332304           | 2,032.88  |
| 196182            | CAMPCO                         | PO-330830           | 10,374.29 |
| 196183            | CONVERSA INCORPORATED          | PO-332392           | 1,710.00  |
| 196184            | KREG, JUDEE                    | PO-333635           | 910.00    |

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|-------------------|--------------------------------|---------------------|----------|
| 196185            | NvLS PROFESSIONAL SERVICES LLC | PO-330137           | 9,500.00 |
| 196186            | STROUD, KEITH R                | PO-331423           | 301.00   |
| 196187            | MEDCO SUPPLY INC               | PO-334298           | 41.26    |
| 196188            | NASCO WEST                     | PO-334014           | 37.80    |
| 196189            | PACWEST AIR FILTER LLC         | PO-330420           | 9,295.92 |
| 196190            | PATHWAY COMMUNICATIONS LTD.    | PO-333786           | 341.28   |
|                   |                                | PO-333789           | 917.57   |
|                   |                                | PO-333802           | 853.20   |
|                   |                                | PO-334019           | 853.20   |
|                   |                                | PO-334020           | 255.97   |
|                   |                                | PO-334021           | 227.32   |
|                   |                                | PO-334103           | 426.61   |
|                   |                                | PO-334154           | 883.23   |
|                   |                                | PO-334233           | 458.78   |
| 196191            | PAXTON/PATTERSON               | PO-333556           | 849.97   |
|                   |                                | PO-334270           | 659.84   |
| 196192            | PEACOCKS MARCHING WORLD        | PO-333739           | 190.62   |
| 196193            | PEARSON ASSESSMENTS            | PO-334135           | 283.52   |
|                   |                                | PO-334175           | 1,442.55 |
| 196194            | PEARSON EDUCATION              | PO-333917           | 884.12   |
| 196195            | PERMA-BOUND                    | PO-333009           | 536.64   |
|                   |                                | PO-333607           | 1,439.85 |
|                   |                                | PO-333918           | 3,116.88 |
|                   |                                | PO-334113           | 7,267.32 |
| 196196            | PHONAK INC                     | PO-334182           | 1,921.36 |
| 196197            | PLAYPOWER LT FAMINGTON INC.    | PO-333502           | 5,675.90 |
| 196198            | PRAXAIR                        | PO-330856           | 257.50   |
| 196199            | PRECISION DATA PRODUCTS        | PO-334133           | 115.33   |
| 196200            | PRINT & FINISHING SOLUTIONS    | PO-331540           | 1,277.16 |
| 196201            | PRO-ED                         | PO-334042           | 122.00   |
| 196202            | PRUDENTIAL OVERALL SUP         | PO-331665           | 38.43    |
| 196203            | STARFALL EDUCATION             | PO-334331           | 270.00   |
| 196204            | YALE CHASE EQUIPMENT AND       | PO-330952           | 1,906.65 |
| 196205            | SOFTERWARE INC                 | PO-334456           | 150.00   |
| 196206            | GOSSELIN, ERIC                 | PV-143909           | 220.73   |
| 196207            | ROA, ANTONIO AND SYLVIA        | PV-143911           | 15.34    |
| 196208            | SODERIN, BONNIE                | PV-143912           | 63.62    |
| 196209            | GAFFNEY, LANETT                | PV-143908           | 18.89    |
| 196210            | OROZCO, MARTHA                 | PV-143910           | 69.99    |
| 196211            | FRAIZER, JERRY & KATHERINE     | PV-143914           | 348.09   |
| 196212            | LIDDLE, DREW & LESLIE          | PV-143915           | 136.19   |
| 196213            | MENDOZA, JUDITH                | PV-143916           | 255.37   |
| 196214            | MICHEL, NANCY                  | PV-143917           | 305.53   |
| 196215            | OSBORNE, RICHARD & DAYNA       | PV-143918           | 139.78   |
| 196216            | SMITH, JAMES OR KIMBER         | PV-143919           | 475.78   |

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|-------------------|--------------------------------|---------------------|-----------|
| 196217            | WATSON, MALISSA                | PV-143921           | 768.77    |
| 196218            | WEATHERWAX, KATHY              | PV-143922           | 399.17    |
| 196219            | BALLESTEROS, CIRA              | PV-143923           | 91.28     |
| 196220            | BARRETT, JANET S               | PV-143924           | 69.44     |
| 196221            | BARTALUZZI, SAMUEL             | PV-143925           | 19.60     |
| 196222            | BLAND, LISA                    | PV-143926           | 100.80    |
| 196223            | BOWDEN, JOANNA                 | PV-143927           | 79.52     |
| 196224            | BRACKMAN, MICHELLE             | PV-143928           | 139.44    |
| 196225            | BRUNTON, MICHELLE              | PV-143929           | 91.28     |
| 196226            | BUCKMAN, JONATHAN T.           | PV-143931           | 31.36     |
| 196227            | ELLISON, BRETT                 | PV-143934           | 36.40     |
| 196228            | FISHER, CLARK                  | PV-143935           | 37.52     |
| 196229            | GARCIA, ETELVINA               | PV-143937           | 15.68     |
| 196230            | GOLDBECK, MELISSA              | PV-143939           | 150.08    |
| 196231            | GRAY, LISA                     | PV-143938           | 115.36    |
| 196232            | HAWKINS, TRACY D.              | PV-143941           | 53.76     |
| 196233            | KELLMAN, KATHLEEN              | PV-143942           | 180.32    |
| 196234            | MALONE, JULEE                  | PV-143943           | 616.00    |
| 196235            | MATIENZO, NINA RIE             | PV-143944           | 98.56     |
| 196236            | QUINN, CORY                    | PV-143945           | 50.40     |
| 196237            | SHUMATE, DAGMAR                | PV-143946           | 171.92    |
| 196238            | STIRLING, ROBERT               | PV-143947           | 94.64     |
| 196239            | STYLES, KAREN                  | PV-143948           | 127.68    |
| 196240            | TRAN, RUTH                     | PV-143949           | 2.80      |
| 196241            | TRUEBLOOD, MELINDA             | PV-143950           | 117.04    |
| 196242            | UMINSKY, ALMA                  | PV-143951           | 67.20     |
| 196243            | WENTZEL, KORY                  | PV-143952           | 146.72    |
| 196244            | DEMPSEY, PATRICE               | PV-143933           | 304.64    |
| 196245            | DAGARIN, JEAN-MARI             | PV-143932           | 272.72    |
| 196246            | FREY, DEBORAH                  | PV-143936           | 70.56     |
| 196247            | HARMAN, NANCY                  | PV-143940           | 36.96     |
| 196248            | TRAN, RUTH                     | PV-143949           | 17.92     |
| 196249            | STATE BD EQUALIZATION          | PV-143954           | 1,666.00  |
| 196250            | CORVEL CORPORATION             | PO-330636           | 80,500.00 |
| 196251            | CAPISTRANO UNIFIED SCHOOL DIST | PO-330320           | 65,635.51 |
| 196252            | CHLIC-CHICAGO                  | PO-330333           | 28,965.08 |
|                   |                                | PO-330336           | 15,410.02 |
| 196253            | ARTHUR J GALLAGHER & CO.       | PO-334523           | 8,150.00  |
| 196254            | BEACON DAY SCHOOL              | PO-334355           | 4,872.54  |
| 196255            | CENTER FOR AUTISM RESEARCH     | PO-331115           | 2,343.60  |
|                   |                                | PO-332358           | 1,669.74  |
| 196256            | COPPER HILLS YOUTH CENTER      | PO-334568           | 39,875.15 |
| 196257            | ECE 4 AUTISM                   | PO-333792           | 3,000.00  |
| 196258            | KRANTZ, TRICIA                 | PO-330483           | 3,273.00  |
| 196259            | ORANGE COUNTY THERAPY SERVICE  | PO-330010           | 8,720.00  |

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|-------------------|--------------------------------|---------------------|-----------|
| 196260            | PROVIDENCE SPEECH AND          | PO-333883           | 540.00    |
| 196261            | WILLIAMS, MATTHEW              | PO-332998           | 354.00    |
| 196262            | ATKINSON ANDELSON LOYA         | PO-330562           | 3,948.72  |
|                   |                                | PO-332268           | 3,913.90  |
|                   |                                | PO-333166           | 3,396.16  |
|                   |                                | PV-143953           | 732.98    |
| 196263            | YMCA OF ORANGE COUNTY          | PO-330788           | 19,830.33 |
| 196264            | CINTAS CORP #640               | PO-331132           | 4,147.17  |
| 196265            | ADDEMAN, ARTURO J              | PO-333929           | 1,225.00  |
|                   |                                | PO-334186           | 991.80    |
| 196266            | ANTHEM SPORTS                  | PO-334310           | 103.27    |
| 196267            | ARROW RESTAURANT EQUIPMENT     | PO-334185           | 1,173.84  |
| 196268            | B & H PHOTOGRAPHY              | PO-334367           | 91.09     |
| 196269            | BOYCE INDUSTRIES               | PO-334201           | 4,158.00  |
| 196270            | BRINKS INC.                    | PO-330101           | 162.60    |
| 196271            | BUSWEST                        | PO-333079           | 4,963.85  |
| 196272            | CALIFORNIA TRACK & ENGINEERING | PO-334617           | 1,500.00  |
| 196273            | CALIFORNIA WESTERN VISUALS     | PO-334178           | 12,019.09 |
| 196274            | CAMCOR INC                     | PO-334366           | 1,467.07  |
| 196275            | CAPISTRANO GOLF CARS           | PO-331446           | 157.58    |
|                   |                                | PO-334616           | 1,891.89  |
| 196276            | CLARK SECURITY                 | PO-330228           | 97.71     |
| 196277            | CLEAN SOURCE                   | PO-330168           | 1,673.94  |
| 196278            | DELL MARKETING L P             | PO-333838           | 165.22    |
|                   |                                | PO-334096           | 4,957.51  |
| 196279            | DEWEYS HOME APPLIANCES         | PO-332895           | 149.04    |
| 196280            | EMBEE TECHNOLOGIES             | PO-334220           | 263.52    |
| 196281            | FISHBONE INC                   | PO-333879           | 553.75    |
| 196282            | FLINN SCIENTIFIC INC           | PO-334287           | 73.85     |
|                   |                                | PO-334289           | 64.11     |
| 196283            | FRESHINK                       | PO-334538           | 245.00    |
| 196284            | HAAN CRAFTS                    | PO-330546           | 255.00    |
| 196285            | HENRY SCHEIN INC               | PO-334480           | 1,209.48  |
| 196286            | INSIGHT SYSTEMS EXCHANGE       | PO-333644           | 4,899.41  |
|                   |                                | PO-333764           | 601.20    |
|                   |                                | PO-334075           | 797.30    |
|                   |                                | PO-334246           | 4,333.94  |
| 196287            | J W PEPPER & SON INC           | PO-333521           | 129.50    |
| 196288            | KELLY PAPER COMPANY            | PO-330151           | 217.51    |
|                   |                                | PO-334637           | 634.74    |
| 196289            | LIBERTY FLAGS                  | PO-334487           | 35.81     |
| 196290            | SCHOOL HEALTH CORPORATION      | PO-334300           | 25.20     |
| 196291            | IRON MOUNTAIN                  | PO-330399           | 261.06    |
| 196292            | EXECUTIVE ENVIRONMENTAL SVCS   | PO-334627           | 690.69    |
| 196293            | BOHN, JULIA                    | PV-143995           | 527.39    |

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|-------------------|--------------------------------|---------------------|-----------|
| 196294            | CASEY, BRITTANY                | PV-143993           | 271.65    |
| 196295            | US BANK                        | PO-331424           | 11,921.65 |
| 196296            | CAPISTRANO UNIFIED SCHOOL DIST | PO-330320           | 77,102.10 |
| 196297            | CITY OF SAN JUAN CAPISTRANO    | PO-330226           | 4,007.92  |
| 196298            | CONSOLIDATED ELECT DISTR       | PO-330433           | 1,574.42  |
| 196299            | MOULTON NIGUEL WATER           | PO-330245           | 3,033.28  |
| 196300            | ORANGE CTY DEPT EDUC           | PO-331427           | 4,102.24  |
| 196301            | SAN DIEGO GAS & ELECTRIC       | PO-330248           | 57,935.56 |
| 196302            | SANTA MARGARITA WATER          | PO-330247           | 2,001.80  |
| 196303            | SO CAL GAS CO                  | PO-330249           | 7,055.98  |
| 196304            | SOUTHERN CALIFORNIA EDISON     | PO-330250           | 29,169.51 |
| 196305            | STAGECRAFT INDUSTRIES INC      | PO-330180           | 2,650.00  |
|                   |                                | PO-334643           | 200.00    |
| 196306            | CB RANCH ENTERPRISES           | PO-334460           | 720.00    |
| 196307            | CLASSROOM DIRECT/SCHOOL        | PO-334109           | 483.16    |
| 196308            | DEPARTMENT OF JUSTICE          | PO-330691           | 4,132.00  |
| 196309            | KNOTT'S BERRY FARM             | PO-334491           | 1,814.00  |
| 196310            | LAS FLORES ES BOOSTER CLUB     | PV-143955           | 500.00    |
| 196311            | OCEAN INSTITUTE                | PO-333425           | 1,041.00  |
| 196312            | ORANGE COUNTY FIRE AUTHORITY   | PO-334636           | 350.00    |
| 196313            | S&R SPORT                      | PO-334544           | 300.00    |
| 196314            | SAF-COM SUPPLY                 | PO-331694           | 1,644.91  |
| 196315            | SAN CLEMENTE HIGH SCHOOL ASB   | PO-334550           | 200.00    |
| 196316            | SINGAPORE MATH INC             | PO-334112           | 18,315.38 |
| 196317            | SP CONTROLS                    | PO-334379           | 120.00    |
| 196318            | SPORTS FACILITIES GROUP INC    | PO-331236           | 1,952.56  |
|                   |                                | PO-334635           | 9,212.50  |
| 196319            | STARBUCK TRUCK REFINISHING INC | PO-334107           | 9,012.80  |
| 196320            | SUPER DUPER INC.               | PO-334174           | 168.00    |
| 196321            | SWEETMAN SYSTEMS               | PO-333861           | 5,893.20  |
|                   |                                | PO-334069           | 1,523.80  |
| 196322            | SWEETWATER SOUND               | PO-333894           | 269.99    |
| 196323            | VAN VORHISKEY PHD, SUSAN E.    | PO-334352           | 347.50    |
| 196324            | VERNIER SOFTWARE               | PO-334064           | 5,795.92  |
| 196325            | VERNON LIBRARY SUPPLIES INC    | PO-333958           | 80.99     |
| 196326            | VORTEX INDUSTRIES, INC.        | PO-331227           | 433.00    |
| 196327            | MACKIN LIBRARY MEDIA           | PO-333509           | 643.59    |
| 196328            | MAIL FINANCE                   | PO-330502           | 1,103.73  |
| 196329            | MAR VAC ELECTRONICS            | PO-330216           | 492.93    |
| 196330            | MEMORY JOGGERS                 | PO-334329           | 79.64     |
| 196331            | MIKE DEBELLIS                  | PO-330143           | 1,105.00  |
| 196332            | MISSION AUTO SERVICE           | PO-332068           | 1,176.02  |
| 196333            | MOBILE COMM REPAIR INC         | PO-331139           | 205.60    |
|                   |                                | PO-334128           | 204.12    |
|                   |                                | PO-334130           | 2,465.64  |

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| 196334            | McKENDRY DOOR SALES & SERVICE | PO-331569           | 360.00   |
| 196335            | NASCO WEST                    | PO-334014           | 913.55   |
|                   |                               | PO-334305           | 51.80    |
| 196336            | OFFICE DEPOT                  | PO-332149           | 347.86   |
|                   |                               | PO-333353           | 164.44   |
| 196337            | ONE STOP BINDERY              | PO-330150           | 610.00   |
| 196338            | ORANGE COUNTY REGISTER        | PO-332768           | 1,711.20 |
| 196339            | OWL ASSOCIATES                | PO-333699           | 336.96   |
| 196340            | OXFORD UNIV PRESS             | PO-334007           | 2,118.42 |
| 196341            | PATHWAY COMMUNICATIONS LTD.   | PO-334239           | 255.97   |
| 196342            | PRUDENTIAL OVERALL SUP        | PO-330144           | 65.72    |
|                   |                               | PO-331665           | 57.36    |
| 196343            | PSYCHOLOGICAL ASSESSMENT RES  | PO-334177           | 847.80   |
| 196344            | QUALITY TOWING                | PO-331565           | 55.00    |
| 196345            | RADIO SHACK                   | PO-330197           | 69.05    |
|                   |                               | PO-330198           | 178.83   |
| 196346            | READ NATURALLY                | PO-334108           | 998.50   |
| 196347            | RENAISSANCE LEARNING INC      | PO-334074           | 2,876.12 |
| 196348            | REPAIRZOOM                    | PO-334147           | 109.99   |
| 196349            | RICKS TRAILER SUPPLY          | PO-331321           | 409.44   |
| 196350            | RIFTON EQUIPMENT              | PO-334264           | 2,924.11 |
| 196351            | SEHI COMPUTER                 | PO-330086           | 2,362.23 |
| 196352            | UNIQUE SWEEPING               | PO-331560           | 270.00   |
| 196353            | UNISOURCE CORP                | PO-330423           | 3,481.70 |
| 196354            | UNITED RENTALS                | PO-330175           | 1,635.45 |
| 196355            | UNITED TRANSMISSION EXCHANGE  | PO-330874           | 1,566.00 |
| 196356            | OFFICE DEPOT                  | PO-331053           | 36.67    |
| 196357            | ADAMS, KARA                   | PV-143956           | 81.76    |
| 196358            | ALZAMORA, LUCERO              | PV-143957           | 322.56   |
| 196359            | ARKEE, SHEILA                 | PV-143958           | 376.32   |
| 196360            | AZMI, RAWISH & NIDA           | PV-143959           | 381.70   |
| 196361            | BUI, HONG                     | PV-143960           | 206.98   |
| 196362            | CROWELL, BRIDGETTE            | PV-143961           | 530.43   |
| 196363            | DALEY, BRIAN & NICOLE         | PV-143965           | 127.68   |
| 196364            | GARCIA, ROSALINA              | PV-143966           | 451.58   |
| 196365            | HAMEED, SHAWN                 | PV-143967           | 213.25   |
| 196366            | HENRY, SAMANTHA               | PV-143968           | 85.12    |
| 196367            | LAW, YUET                     | PV-143969           | 181.44   |
| 196368            | LEVENDOSKI, RICHARD OR LEA    | PV-143970           | 1,276.80 |
| 196369            | LEWIS, ROB & LANI             | PV-143971           | 148.51   |
| 196370            | LIEBERT, THOMAS &             | PV-143972           | 57.34    |
| 196371            | LOPEZ, CELESTES               | PV-143973           | 136.19   |
| 196372            | RANGEL, CYNTHIA               | PV-143974           | 522.14   |
| 196373            | ABEDI, LORA                   | PV-143976           | 23.52    |
| 196374            | ADAMSON, CORAL                | PV-143975           | 169.12   |



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|-------------------|--------------------------|---------------------|--------|
| 196375            | ALBELO, RAFAEL           | PV-143977           | 141.12 |
| 196376            | BAKER, EMILY             | PV-143978           | 13.44  |
| 196377            | BENE, CHERI              | PV-143979           | 269.92 |
| 196378            | BIRKINSHAW, SANDY        | PV-143980           | 301.84 |
| 196379            | CARDIN, PATTI            | PV-143981           | 154.56 |
| 196380            | CAUDILL, AMANDA          | PV-143982           | 160.16 |
| 196381            | DAGLEY, JEANA            | PV-143983           | 165.20 |
| 196382            | DE ACUTIS, LISA          | PV-143984           | 21.84  |
| 196383            | DYE, JANETTE             | PV-143985           | 29.12  |
| 196384            | EXWORTHY, MARK           | PV-143986           | 334.88 |
| 196385            | FERGUSON, ERIN           | PV-143987           | 246.96 |
| 196386            | FRIEDLANDER, DOROTHY     | PV-143988           | 296.80 |
| 196387            | HAUN, BARBARA            | PV-143989           | 203.28 |
| 196388            | HERNANDEZ, MARLO         | PV-143990           | 14.00  |
| 196389            | JACOBS, ALLISON          | PV-143991           | 279.44 |
| 196390            | LAIDLEY, JOANIE          | PV-143992           | 190.96 |
| 196391            | LEWIS, SHARON A.         | PV-143996           | 146.16 |
| 196392            | MAYFIELD, DAVIDA         | PV-143997           | 65.52  |
| 196393            | MORAND, CARA             | PV-143999           | 40.32  |
| 196394            | NORMAN, ELLESSE          | PV-144000           | 67.76  |
| 196395            | ORGILL, JANELL           | PV-144001           | 229.04 |
| 196396            | PANNING LA BATE          | PV-144002           | 114.80 |
| 196397            | PEREZ, DEANNA            | PV-144003           | 44.80  |
| 196398            | PETTEY, STEPHANIE        | PV-144004           | 54.88  |
| 196399            | SHAH, RANA               | PV-144006           | 140.56 |
| 196400            | SMITH, ANNE              | PV-144007           | 245.84 |
| 196401            | WOLFSON, MEGHAN          | PV-144008           | 162.96 |
| 196402            | LEE, CHIA LUN (JENNIFER) | PV-143994           | 31.36  |
| 196403            | SCAROLA, DENICE          | PV-144005           | 10.08  |
| 196404            | BRAUN, C. ANNE           | PV-144009           | 207.20 |
| 196405            | BUTLER, SUSAN            | PV-144010           | 245.84 |
| 196406            | CHRISTMAN-STURM, TRACY   | PV-144011           | 103.04 |
| 196407            | CROSS, MINDY             | PV-144012           | 257.04 |
| 196408            | ERICKSON, DANA           | PV-144013           | 28.57  |
| 196409            | EVANS, LAURA             | PV-144014           | 392.56 |
| 196410            | FARRAND, MONA            | PV-144015           | 106.40 |
| 196411            | GONG, PHOEBE             | PV-144016           | 179.76 |
| 196412            | HANAFORD, LAURA          | PV-144017           | 28.00  |
| 196413            | HARRISON, EVA            | PV-144018           | 58.80  |
| 196414            | HERTZ, JANA              | PV-144019           | 164.64 |
| 196415            | HILL, DAWN               | PV-144020           | 231.84 |
| 196416            | HOOPER, GWYNETH          | PV-144021           | 32.48  |
| 196417            | IMSLAND, TRACEY          | PV-144022           | 69.44  |
| 196418            | KROGMAN, DEBRAH          | PV-144023           | 85.12  |
| 196419            | LEDERMAN, SUE            | PV-144024           | 50.40  |

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|-------------------|--------------------------------|---------------------|----------|
| 196420            | MITCHELL, KAREN P              | PV-144025           | 197.12   |
| 196421            | MORRIS, LINDSEY                | PV-144026           | 33.60    |
| 196422            | PETERSON, SUSAN B              | PV-144027           | 126.00   |
| 196423            | QUINN, CORY                    | PV-144028           | 161.84   |
| 196424            | RAFF, DEIDRE                   | PV-144029           | 69.44    |
| 196425            | RODRIGUEZ, LAURA               | PV-144030           | 112.56   |
| 196426            | SIELING, TARA                  | PV-144031           | 82.88    |
| 196427            | STRONG, KARYN                  | PV-144032           | 100.80   |
| 196428            | TAYNE, JULIE                   | PV-144034           | 134.96   |
| 196429            | VARGAS, DAVID                  | PV-144033           | 376.32   |
| 196430            | WALSH, EILEEN                  | PV-144035           | 129.36   |
| 196431            | WEIS-DAUGHERTY, DENISE         | PV-144036           | 202.16   |
| 196432            | WHALEN, ANDREA                 | PV-144037           | 96.32    |
| 196433            | WYNNE, LAUREN                  | PV-144038           | 88.48    |
| 196434            | BRULEY, BRITTANY               | PO-333319           | 500.00   |
| 196435            | CABE                           | PO-334223           | 1,470.00 |
| 196436            | CHURCHFIELD, LYNNE             | PV-144042           | 400.00   |
| 196437            | E L ACHIEVE INC                | PO-333978           | 3,105.00 |
| 196438            | ELLIOTT, EVANGELINE            | PV-144041           | 33.38    |
| 196439            | FELDT, HOLLY                   | PV-144043           | 1,496.80 |
| 196440            | FREEMAN, ANDY                  | PV-144044           | 170.00   |
| 196441            | GONZALES, JENNIFER             | PV-144045           | 385.31   |
| 196442            | GRANT, TRACY                   | PV-144046           | 181.41   |
| 196443            | GREEN SCHOOLS NATIONAL NETWORK | PO-333988           | 350.00   |
| 196444            | HARDING, JAMIE                 | PO-334443           | 206.45   |
| 196445            | JOCHAM, SARA                   | PV-144047           | 200.00   |
| 196446            | LANK, COLLEEN                  | PO-333366           | 150.00   |
| 196447            | LINDAMOOD-BELL LEARNING        | PO-333872           | 645.05   |
| 196448            | LOHRMAN, MARY                  | PV-144048           | 69.16    |
| 196449            | NUNAN, KATIE                   | PV-144049           | 25.74    |
| 196450            | ORANGE COUNTY DEPT OF EDUCATIO | PO-333709           | 925.00   |
|                   |                                | PO-333710           | 370.00   |
|                   |                                | PO-333711           | 600.00   |
|                   |                                | PO-334029           | 50.00    |
| 196451            | TUCH, CAROL                    | PO-333367           | 150.00   |
| 196452            | ADMINISTRATIVE SOFTWARE        | PO-334089           | 240.00   |
| 196453            | NUNAN, KATIE                   | PV-144049           | 11.00    |
| 196454            | AKT INC                        | PO-334067           | 240.80   |
| 196455            | ALISO NIGUEL AUTO CARE         | PO-332505           | 862.57   |
| 196456            | BARRETT-ROBINSON INC           | PO-333751           | 596.00   |
| 196457            | BATTERIES PLUS                 | PO-330237           | 433.84   |
| 196458            | BEACH CITIES GLASS INC         | PO-330234           | 309.08   |
| 196459            | BEE MAN                        | PO-331234           | 595.00   |
| 196460            | BIOMEDICAL WASTE DISPOSAL      | PO-333573           | 99.00    |
| 196461            | BJ BINDERY                     | PO-330147           | 388.00   |

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|-------------------|--------------------------------|---------------------|--------------|
| 196462            | BUSWEST                        | PO-333079           | 919.46       |
| 196463            | CAL-STATE AUTO PARTS INC       | PO-331558           | 216.74       |
| 196464            | CAMCOR INC                     | PO-334365           | 489.02       |
| 196465            | CHEVROLET OF IRVINE            | PO-332062           | 489.66       |
| 196466            | CULVER-NEWLIN                  | PO-333698           | 22,486.25    |
|                   |                                | PO-333798           | 2,255.85     |
|                   |                                | PO-333817           | 1,494.94     |
|                   |                                | PO-333821           | 2,095.20     |
|                   |                                | PO-334129           | 225.12       |
|                   |                                | PO-334139           | 333.72       |
| 196467            | FACTORY MOTOR PARTS            | PO-331557           | 1,126.20     |
| 196468            | FEDERAL EXPRESS CORP           | PO-330159           | 2,425.65     |
| 196469            | FREEWAY AUTO SUPPLY            | PO-330860           | 405.05       |
| 196470            | FRICTION MATERIALS CO.         | PO-330870           | 2,889.23     |
| 196471            | GANAHL LUMBER                  | PO-332280           | 12.28        |
| 196472            | HD SUPPLY FACILITIES MAINTN    | PO-330233           | 480.03       |
| 196473            | HIRSCH PIPE & SUPPLY           | PO-333591           | 4,169.11     |
| 196474            | INSIGHT SYSTEMS EXCHANGE       | PO-334249           | 333.54       |
| 196475            | INTERSTATE BATTERIES           | PO-331556           | 118.88       |
| 196476            | IPC USA                        | PO-331042           | 46,207.48    |
| 196477            | KENNYS AUTO UPHOLSTERY         | PO-331639           | 689.00       |
| 196478            | LAWNMOWERS ETC                 | PO-331572           | 1,372.78     |
| 196479            | LAKESHORE LEARNING MATLS       | PO-333684           | 999.98       |
| 196480            | METROPOLITAN EMPLOYEES         | PO-330327           | 20,748.00    |
|                   |                                | PO-330340           | 3,811,055.14 |
| 196481            | CORVEL CORPORATION             | PO-330400           | 28,083.29    |
| 196482            | CORVEL CORPORATION             | PO-330313           | 160,327.19   |
| 196483            | CALIFORNIA WEEKLY EXPLORER INC | PO-332361           | 1,360.00     |
| 196484            | CERTIFIED TRANSPORTATION       | PV-144066           | 14,385.83    |
| 196485            | FIRST STUDENT INC.             | PV-144062           | 1,503.77     |
| 196486            | LEGOLAND CALIFORNIA RESORT     | PO-334596           | 1,344.00     |
|                   |                                | PO-334597           | 1,141.00     |
| 196487            | OCEAN INSTITUTE                | PO-333706           | 1,041.00     |
|                   |                                | PO-333964           | 2,350.00     |
|                   |                                | PO-333966           | 2,350.00     |
|                   |                                | PO-333967           | 1,041.00     |
|                   |                                | PO-333968           | 1,935.00     |
| 196488            | ORANGE COUNTY ZOO              | PO-333983           | 194.00       |
| 196489            | PACIFIC COAST SIGHTSEEING      | PV-144061           | 479.06       |
| 196490            | TANAKA FARM & PUMPKIN PATCH    | PO-334327           | 696.00       |
| 196491            | TRANSPORTATION CHARTER SERVICE | PV-144060           | 963.04       |
| 196492            | TIFCO INDUSTRIES               | PO-334254           | 2,877.26     |
| 196493            | TUTTLE-CLICK FORD              | PO-331337           | 2,699.73     |
| 196494            | TYPING AGENT LLC               | PO-334539           | 4,800.00     |
| 196495            | ALPINE ACADEMY                 | PO-330127           | 12,175.70    |

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|-------------------|--------------------------------|---------------------|-----------|
| 196496            | ALTERNATIVE COMMUNICATIONS     | PO-332951           | 2,080.00  |
| 196497            | CORNERSTONE THERAPIES          | PO-333158           | 200.00    |
| 196498            | DEVEREUX CLEO WALLACE          | PO-334576           | 305.00    |
| 196499            | FARIBORZ, SURUR FAZELI         | PO-331060           | 496.80    |
| 196500            | KARPUS, DAVID AND MARY         | PO-332943           | 705.60    |
| 196501            | MACNAMARA DANIEL & ALICIA      | PO-333313           | 302.40    |
| 196502            | MARDAN CENTER OF ED            | PO-330629           | 3,268.00  |
|                   |                                | PO-330652           | 3,612.00  |
|                   |                                | PO-331415           | 3,268.00  |
|                   |                                | PO-332004           | 3,440.00  |
|                   |                                | PO-333656           | 3,612.00  |
| 196503            | NEW HAVEN YOUTH & FAMILY       | PO-332266           | 2,440.00  |
|                   |                                | PO-332602           | 7,107.00  |
|                   |                                | PO-332856           | 125.10    |
| 196504            | OCEANVIEW SCHOOL               | PO-330634           | 4,692.00  |
|                   |                                | PO-330727           | 3,822.00  |
|                   |                                | PO-330728           | 3,752.00  |
|                   |                                | PO-330729           | 4,932.00  |
|                   |                                | PO-330734           | 4,028.00  |
|                   |                                | PO-330735           | 4,240.00  |
|                   |                                | PO-330739           | 3,938.00  |
|                   |                                | PO-330740           | 4,692.00  |
|                   |                                | PO-331859           | 4,454.00  |
|                   |                                | PO-332001           | 4,452.00  |
|                   |                                | PO-332002           | 1,484.00  |
|                   |                                | PO-332362           | 4,452.00  |
|                   |                                | PO-332363           | 4,452.00  |
|                   |                                | PO-332387           | 4,660.00  |
|                   |                                | PO-332860           | 360.00    |
|                   |                                | PO-334060           | 3,392.00  |
|                   |                                | PO-334061           | 3,392.00  |
|                   |                                | PO-334304           | 2,736.00  |
|                   |                                | PO-334450           | 2,120.00  |
| 196505            | SPECTRUM CENTER ROSSIER PARK   | PO-334453           | 1,986.00  |
|                   |                                | PO-334575           | 1,307.00  |
| 196506            | TERI INC                       | PO-331991           | 4,583.56  |
| 196507            | WINGARD, RICHARD AND LORENA    | PO-330831           | 1,000.00  |
| 196508            | YELLOWSTONE BOYS & GIRLS RANCH | PO-330750           | 1,692.00  |
| 196509            | ACADEMIA DE SERVICIO DE        | PO-333783           | 831.90    |
| 196510            | BESTGEN, MARY                  | PO-331851           | 773.33    |
| 196511            | CONTEMPORARY SERVICES CORP.    | PO-333224           | 488.75    |
| 196512            | LCRA TRUST                     | PO-333435           | 15,338.75 |
| 196513            | CONTROLTEC INC                 | PO-334577           | 780.00    |
| 196514            | STEIN, CHRISTINE               | PO-330563           | 2,380.00  |
| 196515            | CORTEZ, JENNIFER               | PV-144051           | 913.98    |

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|-------------------|-------------------------------|---------------------|------------|
| 196516            | ELLIOTT, EVANGELINE           | PV-144050           | 51.38      |
| 196517            | GEIGER, PHILIPPA              | PV-144052           | 716.28     |
| 196518            | GORDENIER, JEFF               | PO-334589           | 167.95     |
| 196519            | METCALF, HENRY                | PV-144053           | 51.60      |
| 196520            | BEST BEST & KRIEGER LLP       | PO-325201           | 2,620.00   |
| 196521            | BENS ASPHALT                  | PO-334567           | 18,709.50  |
| 196522            | CITY OF SAN CLEMENTE          | PO-330227           | 20,530.54  |
| 196523            | CITY OF SAN JUAN CAPISTRANO   | PO-330226           | 8,902.26   |
| 196524            | CONSOLIDATED ELECT DISTR      | PO-330433           | 282.82     |
| 196525            | CR&R INCORPORATED             | PO-331121           | 15,657.68  |
| 196526            | GILBERT & STEARNS INC         | PO-331567           | 265.00     |
| 196527            | SAN DIEGO GAS & ELECTRIC      | PO-330248           | 174,242.61 |
| 196528            | SANTA MARGARITA WATER         | PO-330247           | 2,239.67   |
| 196529            | SO CAL GAS CO                 | PO-330249           | 652.53     |
| 196530            | SOUTHERN CALIFORNIA EDISON    | PO-330250           | 10,033.87  |
|                   |                               | PV-144058           | 31,292.13  |
| 196531            | MISSION AUTO SERVICE          | PO-332068           | 3,642.44   |
| 196532            | MITCHELL1                     | PO-330859           | 999.00     |
| 196533            | MOBILE COMM REPAIR INC        | PO-331099           | 734.29     |
| 196534            | MOBILE FLEET WASH             | PO-334258           | 923.00     |
| 196535            | MUSICIAN'S FRIEND             | PO-334508           | 521.25     |
| 196536            | PACWEST AIR FILTER LLC        | PO-330420           | 410.15     |
| 196537            | PARR LUMBER                   | PO-334342           | 4,165.76   |
| 196538            | PAXTON/PATTERSON              | PO-333556           | 535.68     |
| 196539            | PRAXAIR                       | PO-332401           | 203.17     |
|                   |                               | PO-333323           | 1,041.23   |
| 196540            | PYRAMID WIRE & CABLE INC.     | PO-330164           | 2,316.80   |
| 196541            | SCHOLASTIC INC                | PO-333400           | 4,000.26   |
| 196542            | SCHOLASTIC LIBRARY PUBLISHING | PO-334320           | 75.00      |
| 196543            | SCHOOLMASTERS                 | PO-333784           | 360.62     |
| 196544            | SIGNS BY CREATIONS UNLIMITED  | PO-330193           | 2,125.92   |
| 196545            | SMOG EXPRESS                  | PO-331238           | 319.75     |
| 196546            | VEX ROBOTICS INC              | PO-333259           | 149.99     |
| 196547            | WESTERN GRAPHIX               | PO-331281           | 175.00     |
| 196548            | YALE CHASE EQUIPMENT AND      | PO-331890           | 1,463.55   |
| 196549            | ZEP MANUFACTURING CO          | PO-330875           | 164.73     |
| 196550            | SCHOOL HEALTH SUPPLY CO       | PO-334380           | 281.13     |
|                   |                               | PO-334383           | 1,080.99   |
| 196551            | WILLIAM V. MACGILL & CO.      | PO-334307           | 131.33     |
| 196552            | STATE BD EQUALIZATION         | PV-144057           | 411.38     |
| 196553            | WAXIE                         | -                   |            |
|                   |                               | PO-331009           | 49.90-     |
|                   |                               | PO-332997           | 27,457.92  |
| 196554            | WAXIE                         | PO-332997           | 19,721.67  |

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|-------------------|--------------------------------|---------------------|-----------|
| 196555            | AARDVARK CLAY                  | PO-332013           | 1,475.43  |
|                   |                                | PO-332692           | 65.45     |
| 196556            | ACADEMIC THERAPY PUBL          | PO-334432           | 380.16    |
| 196557            | ACCURATE AIR ENGINEERING INC   | PO-332504           | 650.46    |
| 196558            | ADVANTAGE IMAGING SUPPLY       | PO-334457           | 139.32    |
| 196559            | AKT INC                        | PO-334234           | 240.80    |
| 196560            | AMS                            | PO-330204           | 1,165.55  |
| 196561            | AMS.NET INC                    | PO-334052           | 2,165.12  |
|                   |                                | PO-334053           | 13,197.00 |
| 196562            | ANIMAL PEST MANAGEMENT SERVICE | PO-332103           | 3,920.00  |
| 196563            | APPLE COMPUTER INC             | PO-334387           | 8,101.08  |
|                   |                                | PO-334389           | 3,244.72  |
| 196564            | B & H PHOTOGRAPHY              | PO-334500           | 282.21    |
| 196565            | BADEN SPORTS INC               | PO-334378           | 113.40    |
| 196566            | BARRETT-ROBINSON INC           | PO-331462           | 1,039.00  |
| 196567            | BATTERIES PLUS                 | PO-332954           | 12,849.55 |
| 196568            | CAESAR'S APPLIANCE             | PO-333052           | 110.00    |
| 196569            | CAPISTRANO GOLF CARS           | PO-334616           | 332.39    |
| 196570            | COMPLETE OFFICE OF CA          | PO-330100           | 422.01    |
|                   |                                | PO-330362           | 83.59     |
|                   |                                | PO-330718           | 28.06     |
|                   |                                | PO-331348           | 374.89    |
|                   |                                | PO-331777           | 1,262.13  |
|                   |                                | PO-333629           | 228.68    |
|                   |                                | PO-334394           | 229.00    |
| 196571            | DBQ PROJECT, THE               | PO-334035           | 1,107.00  |
|                   |                                | PO-334395           | 1,107.00  |
| 196572            | DELL MARKETING L P             | PO-334325           | 1,218.14  |
|                   |                                | PO-334490           | 7,366.84  |
| 196573            | DEMCO                          | PO-334449           | 83.89     |
| 196574            | DICK BLICK WEST                | PO-334283           | 312.94    |
|                   |                                | PO-334406           | 587.35    |
| 196575            | FOLLETT LIBRARY RESOURCES      | PO-333508           | 156.66    |
|                   |                                | PO-334137           | 504.20    |
| 196576            | GLASS SPECTRUM                 | PO-334118           | 245.56    |
| 196577            | HANDWRITING W/O TEARS          | PO-334353           | 100.31    |
| 196578            | HOME SCIENCE TOOLS             | PO-334025           | 2,382.96  |
| 196579            | IMAGE 2000                     | PO-334463           | 205.20    |
| 196580            | INSIGHT SYSTEMS EXCHANGE       | PO-334247           | 1,667.62  |
|                   |                                | PO-334474           | 463.76    |
| 196581            | J & J DOOR CLOSER SERVICE INC  | PO-331632           | 2,071.00  |
| 196582            | LAKESHORE LEARNING MATLS       | PO-334330           | 179.51    |
|                   |                                | PO-334382           | 484.73    |
| 196583            | LEGO EDUCATION                 | PO-334262           | 6,879.89  |
| 196584            | LIFETRENDS GROUP               | PO-334482           | 258.97    |

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|-------------------|------------------------------|---------------------|----------|
| 196585            | HM RECEIVABLES CO LLC        | PO-334317           | 1,339.91 |
| 196586            | HM RECEIVABLES CO LLC        | PO-334312           | 889.00   |
| 196587            | MY BINDING.COM               | PO-334354           | 377.68   |
| 196588            | NASCO WEST                   | PO-334271           | 170.99   |
| 196589            | O'REILLY AUTO PARTS          | PO-333645           | 1,035.35 |
| 196590            | OTICON                       | PO-334351           | 312.40   |
| 196591            | PEARSON ASSESSMENTS          | PO-334350           | 273.60   |
| 196592            | R & M ELECTRICAL CONTRACTING | PO-331444           | 2,338.00 |
|                   |                              | PO-332889           | 2,684.00 |
| 196593            | SEPULVEDA BLDG MATERIALS     | PO-330195           | 32.86    |
| 196594            | SMARDAN SUPPLY COMPANY       | PO-330163           | 1,813.55 |
| 196595            | SO COUNTY PROTECTIVE WEAR    | PO-330879           | 886.91   |
| 196596            | SOUTHERN COUNTIES LUBRICANTS | PO-330871           | 4,994.73 |
| 196597            | SPORTS FACILITIES GROUP INC  | PO-331236           | 675.00   |
| 196598            | STAPLES ADVANTAGE            | PO-330496           | 84.94    |
|                   |                              | PO-330572           | 625.17   |
|                   |                              | PO-330659           | 605.35   |
| 196599            | STARKEY HEARING TECHNOLOGIES | PO-334294           | 90.71    |
| 196600            | TIFCO INDUSTRIES             | PO-333278           | 224.83   |
| 196601            | TIME FOR KIDS                | PO-333746           | 548.24   |
| 196602            | TRUCPAR CO                   | PO-330873           | 1,458.45 |
| 196603            | TUTTLE-CLICK FORD            | PO-331337           | 393.25   |
| 196604            | WARDS NATURAL SCIENCE        | PO-331090           | 84.91    |
|                   |                              | PO-331244           | 50.59    |
|                   |                              | PO-334027           | 797.45   |
|                   |                              | PO-334136           | 29.59    |
| 196605            | WATERLINES TECHNOLOGIES INC  | PO-331136           | 4,709.87 |
| 196606            | WAXIE                        | PO-331146           | 3,844.03 |
| 196607            | WESTERN PUMP                 | PO-331561           | 785.07   |
| 196608            | WHITE CAP                    | PO-330172           | 97.69    |
| 196609            | WORD WRIGHT                  | PO-333020           | 200.88   |
| 196610            | WORLD OF AWNINGS & CANOPIES  | PO-334341           | 9,166.32 |
| 196611            | MCGRAW-HILL COMPANIES        | PO-334311           | 39.53    |
| 196612            | STAPLES ADVANTAGE            | PO-330525           | 12.48    |
| 196613            | BENE, CHERI                  | PV-144107           | 43.52    |
| 196614            | BEUTIN, ERIN                 | PV-144108           | 460.00   |
| 196615            | BRULEY, BRITTANY             | PO-334663           | 55.00    |
| 196616            | CABE                         | PO-332439           | 1,050.00 |
|                   |                              | PO-333621           | 3,510.00 |
| 196617            | CAESAR, WARREN               | PV-144109           | 144.50   |
| 196618            | CAPPO INC - OC CHAPTER       | PV-144116           | 195.00   |
| 196619            | HAMPTON, CLARK               | PV-144110           | 520.24   |
| 196620            | JOHNSON, DAWN                | PV-144111           | 14.56    |
| 196621            | MARSOLAIS, MARY              | PO-334712           | 182.90   |
| 196622            | MILANINO, GRACIELA           | PO-334588           | 179.00   |

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....MAY 14, 2014

| Warrant<br>Number | Name of Payee                  | Reference<br>Number | Amount     |
|-------------------|--------------------------------|---------------------|------------|
| 196623            | MILDREW, JULIE                 | PO-334664           | 1,580.62   |
|                   |                                | PO-334665           | 554.64     |
| 196624            | PHILLIPS, MELISSA              | PV-144112           | 189.99     |
| 196625            | SLIPAKOFF, ROBIN               | PV-144113           | 199.00     |
| 196626            | ST JOHN, ANDREA                | PV-144114           | 229.00     |
| 196627            | ABOVE ALL NAMES CONSTRUCTION   | PO-334164           | 27,051.50  |
|                   |                                | PO-334619           | 2,526.00   |
| 196628            | BOWIE ARNESON WILES &          | PO-333634           | 5,250.00   |
| 196629            | CITY OF SAN JUAN CAPISTRANO    | PO-330226           | 352.26     |
| 196630            | CONSOLIDATED ELECT DISTR       | PO-330433           | 343.47     |
| 196631            | DAVID TAUSSIG ASSOC INC        | PO-330012           | 1,266.86   |
| 196632            | GOVERNMENT FINANCIAL           | PO-333657           | 5,143.39   |
| 196633            | MOULTON NIGUEL WATER           | PO-330245           | 1,039.75   |
| 196634            | PACIFIC PLUMBING COMPANY OF    | PO-331262           | 1,801.44   |
| 196635            | PACIFIC ROOFING SYSTEMS        | PO-334187           | 14,854.20  |
| 196636            | SAN DIEGO GAS & ELECTRIC       | PO-330248           | 110,550.57 |
| 196637            | SANTA MARGARITA WATER          | PO-330247           | 2,060.57   |
| 196638            | SO CAL GAS CO                  | PO-330249           | 1,121.71   |
| 196639            | VANGUARD FLOORING INC.         | PO-333852           | 2,697.60   |
| 196640            | WEST COAST ARBORISTS INC.      | PO-331960           | 5,247.00   |
| 196641            | GILBERT & STEARNS INC          | PO-333931           | 17,234.27  |
|                   |                                | PO-333934           | 18,682.69  |
|                   |                                | PO-333935           | 7,052.74   |
|                   |                                | PO-333936           | 8,083.22   |
| 196642            | KNOWLAND CONSTRUCTION SERVICES | PO-333840           | 3,584.00   |
|                   |                                | PO-333841           | 2,048.00   |
|                   |                                | PO-333850           | 2,560.00   |
|                   |                                | PO-333851           | 3,840.00   |
| 196643            | DOLINKA GROUP LLC              | PO-333060           | 4,100.00   |
| 196644            | KNOWLAND CONSTRUCTION SERVICES | PO-333839           | 768.00     |
| 196645            | HERNANDEZ, FELIX               | PV-144083           | 102.96     |
| 196646            | HUFFMAN, MARIE                 | PV-144084           | 35.90      |
| 196647            | SAWYER, PAMELA                 | PV-144085           | 196.48     |
| 196648            | CRAW, MADELEINE                | PV-144082           | 122.12     |
| 196649            | BRADLEY, JUDITH S              | PV-144086           | 54.88      |
| 196650            | CARLISLE, TERESA               | PV-144090           | 39.20      |
| 196651            | CHOQUEHUANCA, CAROL            | PV-144087           | 33.60      |
| 196652            | DIXON, AURORA                  | PV-144089           | 88.48      |
| 196653            | FINNSSON, JAMIE                | PV-144091           | 115.36     |
| 196654            | HIGHTOWER, SHERI               | PV-144092           | 157.92     |
| 196655            | JOHNSON, DAWN                  | PV-144093           | 128.80     |
| 196656            | JONES, JOSEPH                  | PV-144094           | 176.40     |
| 196657            | KIMINAS, ANTHONY               | PV-144095           | 141.12     |
| 196658            | KLISTER, PAMELA                | PV-144096           | 120.96     |
| 196659            | LEAHY, CHRISTINA               | PV-144097           | 224.56     |



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....MAY 14, 2014

| Warrant<br>Number | Name of Payee                | Reference<br>Number | Amount    |
|-------------------|------------------------------|---------------------|-----------|
| 196660            | METCALF, HENRY               | PV-144098           | 137.76    |
| 196661            | METTERT, LISA M              | PV-144099           | 210.56    |
| 196662            | ROCHE, ANN                   | PV-144100           | 246.96    |
| 196663            | RODRIGUEZ, NASCINA           | PV-144101           | 62.12     |
| 196664            | TALILI, MAILUMAI             | PV-144102           | 193.76    |
| 196665            | TAYLOR, JULIE                | PV-144103           | 43.68     |
| 196666            | WEINELL, CAROL               | PV-144104           | 168.00    |
| 196667            | WIEDEMAN, LORI               | PV-144105           | 227.36    |
| 196668            | WILBUR, SANDRA S             | PV-144106           | 4.48      |
| 196669            | CALIFORNIA STATE PARKS       | PO-334737           | 474.00    |
| 196670            | MISSION AUTO SERVICE         | PO-332068           | 277.15    |
| 196671            | SEPULVEDA BLDG MATERIALS     | PO-330195           | 453.84    |
| 196672            | SMOG EXPRESS                 | PO-331238           | 175.85    |
| 196673            | BEACON DAY SCHOOL            | PO-334355           | 8,286.66  |
|                   |                              | PO-334451           | 3,609.62  |
| 196674            | BLIND CHILDREN'S LEARNING    | PO-333160           | 4,193.50  |
| 196675            | EBBING, CURTIS AND/OR MARYAM | PO-333515           | 872.48    |
| 196676            | HAWORTH, MARK OR JENNIFER    | PO-331313           | 968.24    |
| 196677            | HERITAGE SCHOOLS INC         | PO-333120           | 11,289.48 |
|                   |                              | PO-334146           | 11,289.48 |
| 196678            | PYRAMID AUTISM CENTER        | PO-330628           | 4,275.00  |
| 196679            | ROZENBERG, ABBY              | PO-333051           | 875.00    |
| 196680            | SPECTRUM CENTER ROSSIER PARK | PO-331948           | 6,112.00  |
| 196681            | THERAPEUTIC EDUCATION CENTER | PO-330130           | 4,725.00  |
|                   |                              | PO-330631           | 3,097.00  |
|                   |                              | PO-330632           | 4,725.00  |
| 196682            | A TREE OF KNOWLEDGE          | PO-332304           | 1,959.75  |
| 196683            | ART MASTERS                  | PO-331677           | 1,952.00  |
| 196684            | ART MASTERS INC              | PO-332259           | 2,045.00  |
| 196685            | BASIC EDUCATIONAL SERVICES   | PO-332298           | 1,072.50  |
| 196686            | CONTEMPORARY SERVICES CORP.  | PO-331662           | 760.00    |
| 196687            | HT LEARNING CENTER           | PO-332236           | 2,653.15  |
| 196688            | REBECCA ROMO                 | PO-330922           | 1,430.00  |
| 196689            | TOTAL EDUCATION SOLOUTIONS   | PO-332302           | 893.75    |
| 196690            | BOWDEN, JOANNA               | PV-144115           | 76.16     |
| 196691            | BRANNON, DESIREE             | PV-144117           | 136.64    |
| 196692            | BROOKMAN, JOSEPH             | PV-144118           | 154.00    |
| 196693            | BUCKMAN, JENNIFER            | PV-144119           | 132.16    |
| 196694            | CHOI, EUN YOUNG              | PV-144120           | 88.48     |
| 196695            | COLLINGS, JANICE             | PV-144121           | 85.68     |
| 196696            | COPPOLA, LUCI                | PV-144122           | 220.08    |
| 196697            | CUNNINGHAM, CHADWICK         | PV-144123           | 124.32    |
| 196698            | ELLIS, SHAWNA                | PV-144124           | 103.04    |
| 196699            | ELLISON, BRETT               | PV-144125           | 18.48     |
| 196700            | ENDER, PAMELA                | PV-144126           | 169.68    |

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....MAY 14, 2014

| Warrant<br>Number | Name of Payee                  | Reference<br>Number | Amount         |
|-------------------|--------------------------------|---------------------|----------------|
| 196701            | FERGUSON, ERIN                 | PV-144127           | 31.36          |
| 196702            | GILMORE, SHELLY                | PV-144128           | 87.36          |
| 196703            | GLIDDEN, ERIN                  | PV-144130           | 30.24          |
| 196704            | HEUSER, RACHEL                 | PV-144131           | 341.60         |
| 196705            | KIMMELL, JULIE                 | PV-144132           | 132.72         |
| 196706            | KOPELSON, KATHLEEN             | PV-144133           | 44.80          |
| 196707            | LACHEMANN, DINA                | PV-144134           | 77.84          |
| 196708            | LEAHY, CHRISTINA               | PV-144135           | 273.84         |
| 196709            | MARCUS, BRUCE                  | PV-144137           | 105.84         |
| 196710            | MCMORRAN-MAUS, KRISTA          | PV-144138           | 164.64         |
| 196711            | MEISSNER, ANDREA               | PV-144139           | 568.96         |
| 196712            | NORRIS, MAUREEN                | PV-144140           | 59.92          |
| 196713            | PARKER, LAURA                  | PV-144141           | 161.84         |
| 196714            | PHILLIPS, MELISSA              | PV-144142           | 62.16          |
| 196715            | PRIMICIAS, MELISSA             | PV-144143           | 133.84         |
| 196716            | ROBINSON, KHARA                | PV-144144           | 129.92         |
| 196717            | SCHOOLER, DEBORAH              | PV-144145           | 142.80         |
| 196718            | SELECMAN, LANA                 | PV-144146           | 48.16          |
| 196719            | SHOFNER, BRIANNA               | PV-144147           | 157.92         |
| 196720            | SIMPSON, LORI                  | PV-144148           | 100.80         |
| 196721            | ST. JOHN, ANDREA               | PV-144150           | 44.24          |
| 196722            | STIRLING, ROBERT               | PV-144149           | 121.52         |
| 196723            | TAYNE, JULIE                   | PV-144151           | 159.04         |
| 196724            | TUNULI, JESSICA                | PV-144152           | 98.56          |
| 196725            | LEE, NANCY                     | PV-144136           | 40.32          |
| 196726            | NCS PEARSON                    | PV-144153           | 403.10         |
| 196727            | CAPISTRANO UNIFIED SCHOOL DIST | PO-330320           | 50,701.27      |
| 748 Warrants      |                                |                     | \$8,698,640.69 |



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

| <b>VENDOR</b>   | <b>TITLE</b>  | <b>BOARD APPROVAL DATE</b> |
|---|---|----------------------------|
| A&R Wholesale Distributors, Inc.                          | Bid No. 1011-14 Grocery Products  | 5/9/2011                   |
| A&R Wholesale Distributors, Inc.                          | Bid No. 1011-13 Snack and Beverage Products   | 5/9/2011                   |
| A&R Wholesale Distributors, Inc.                          | Bid No. 1314-02 Frozen Food Products  | 6/26/2013                  |
| Above All Names Construction Services, Incorporated       | Bid No. 1112-11, Concrete Maintenance & Repair  | 10/26/2011                 |
| Advantage Imaging Supply, Inc.                            | Bid No. 1314-04 Audio Visual Equipment  | 7/10/2013                  |
| American Logistics Co., LLC                               | Bid No. 1112-04 - Outsource Transportation Service  | 7/27/2011                  |
| AMS.NET Inc.  | California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service   | 4/13/2010                  |
| AMS.NET Inc.  | Western State Contracting Alliance (WSCA) WSCA 7-08-70-13, CA Participating Addendum AR-233 Cisco Networking Communications and Maintenance   | 11/9/2010                  |
| AMS.NET Inc.  | California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair   | 5/25/2011                  |
| AMS.NET Inc.  | State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services | 3/28/2012                  |
| Architectural Roofing Systems dba Pacific Roofing Systems | Bid No.1314-19, Roofing Repairs and Maintenance   | 3/12/2014                  |
| Atkinson, Andelson, Loya, Rudd & Romo                     | RFQ No. 10-0809 General Legal Services  | 12/15/2009                 |
| AVES Audio Visual Systems, Inc.                           | Bid No. 1314-04 Audio Visual Equipment  | 7/10/2013                  |
| Barrett-Robinson, Inc.                                    | Bid No. 1314-04 Audio Visual Equipment  | 7/10/2013                  |
| B&H Foto & Electronics Corp. dab B&H Photo Video          | Bid No. 1314-04 Audio Visual Equipment  | 7/10/2013                  |
| Ben's Asphalt, Inc.                                       | Bid No. 1213-03 Asphalt Paving, Seal coating and Repair   | 5/22/2013                  |
| Bergman Dacey Goldsmith                                   | RFQ No. 10-0809 General Legal Services  | 12/15/2009                 |
| Bowie, Arneson, Wiles, and Giannone                       | RFQ No. 10-0809 General Legal Services  | 12/15/2009                 |
| CA Track & Engineering                                    | CMAS 4-09-78-0048A - Advanced Polymer Playground Surface Rubberized Sport Surface, Synthetic Track  | 9/12/2011                  |
| California Western Visuals                                | CMAS 3-08-70-2515A, GSA No GS-35F-0087U, Smart Technologies Interactive Shite Boards Hardware and Software  | 6/12/2013                  |
| California Western Visuals                                | Bid No. 1314-04 Audio Visual Equipment  | 7/10/2013                  |
| Camcor, Inc   | Bid No. 1314-04 Audio Visual Equipment  | 7/10/2013                  |
| Campus Foods  | Bid 1011-14 Grocery Products  | 5/9/2011                   |
| CDWG  | Western State Contracting Alliance (WSCA) Contract No. 7-08-70-13 Cisco Networking Communications and Maintenance   | 11/9/2010                  |

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

| <b>VENDOR</b>   | <b>TITLE</b>   | <b>BOARD APPROVAL DATE</b> |
|---|--|----------------------------|
| CDWG  | State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services            | 3/28/2012                  |
| CDWG  | Dester Sands Unified School District Bud No. 13/14-003, Chromebooks  | 12/11/2013                 |
| Certified Transportation Services, Inc.                       | Bid No.1314-15 Co-Curricular Bus Service   | 12/11/2013                 |
| Cintas Corporation  | RFP No. 3-1011, Uniform Service  | 12/7/2010                  |
| Collins & Aikman Floor covering, Inc. C&A/Tandus              | Santa Monica-Malibu Unified School District Bid No. 9.10 Flooring Material District wide   | 5/14/2012                  |
| Concepts School and Office Furnishings                        | Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment  | 8/8/2011                   |
| Concepts School and Office Furnishings                        | Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture  | 11/30/2011                 |
| Consolidated Electrical Distributors                          | Bid No. 1112-05 Electrical Supplies and Materials  | 6/29/2011                  |
| Consulting & Inspection Services                              | RFQ No 4-1011, DSA Approved Inspector of Record  | 1/11/2011                  |
| Contemporary Services Corporation                             | RFP No. 5-1213, Event Security Services  | 2/27/2013                  |
| Cox Communications California, LLC Cox California Telcom, LLC | RFP No. 1-1314 Wide Area Network Services  | 3/12/2014                  |
| CR&R  | Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste District wide  | 8/8/2011                   |
| 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                 |
| Dave Bang Associates, Inc.                                    | Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters   | 4/13/2010                  |
| David Taussig & Associates, Inc.                              | RFP No. 6-1011 Special Tax Consulting Services for Public Financing  | 4/11/2011                  |
| DecisionInsite  | RFQ No. 6-1213, Demographic Consultant Services  | 3/27/2013                  |
| Dell Computer (Dell Marketing LP)                             | California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment   | 7/21/2008                  |
| Dell Computer (Dell Marketing LP)                             | State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27160 awarded to Dell Marketing L.P., California Participating addendum, Computer Equipment, peripherals, and related services. | 6/27/2012                  |
| Desert Business Interiors                                     | Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment  | 8/8/2011                   |
| Digital Networks Group, Inc.                                  | California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting   | 12/8/2008                  |

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

| <b>VENDOR</b>                       | <b>TITLE</b>   | <b>BOARD APPROVAL DATE</b> |
|-------------------------------------|--|----------------------------|
| Digital Networks Group, Inc.        | California Multiple Award Schedule Contract No. 3-12-70-2070E, General Services Administration Schedule No. GS-35F-0563U, Resale of Cisco Products and Cisco Branded Service   | 1/23/2013                  |
| Diversified Metal                   | Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment  | 8/8/2011                   |
| Dolinka Group                       | RFQ No. 5-1314 Developer Fee Consultant Services   | 10/9/2013                  |
| Dominos Pizza                       | Bid No. 1112-07 Pizza Service  | 8/24/2011                  |
| E. Stewart & Assoc, Inc.            | Bid No. 1213-02 - Weed Abatement   | 5/23/2012                  |
| Fieldman Rollapp & Associates       | RFQ No. 8-1011, Financial Advisory Services  | 1/9/2012                   |
| First Student, Incorporated         | RFP No. 1314-15, Co-Curricular Bus Service   | 12/11/2013                 |
| Fusionstorm                         | State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services. | 3/28/2012                  |
| GA Dominguez                        | Bid No 1314-14 Movement and Reconfiguration of Relocatable Buildings   | 12/11/2013                 |
| Gilbert & Stearns, Inc.             | Bid No. 1314-18 Electrical Service   | 1/8/2014                   |
| Gold Star Foods                     | Bid No. 1011-14 Grocery Products   | 5/9/2011                   |
| Gold Star Foods                     | Bid No. 1112-03 Bakery Products  | 6/29/2011                  |
| Golden Star Technology, Inc dba GST | Bid No. 1314-04 Audio Visual Equipment   | 7/10/2013                  |
| Government Financial Services       | RFQ No. 8-1011, Financial Advisory Services  | 1/9/2012                   |
| Great Western                       | Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment  | 8/8/2011                   |
| Harris Steel Fence Co., Inc.        | Bid No. 1314-20 Fence Repairs and Maintenance Districtwide   | 3/12/2014                  |
| Hertz Furniture                     | Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment  | 8/8/2011                   |
| HMC Architects                      | RFQ No. 4-1314, Architectural Services   | 12/11/2013                 |
| Hollandia Dairy                     | Bid No 1314-17, Milk and Dairy Products  | 3/12/2014                  |
| IBI Group                           | RFQ No. 4-1314, Architectural Services   | 12/11/2013                 |
| Illuminate Education, Inc.          | RFQ No. 7-1011 Student Assessment Data Management System   | 5/25/2011                  |
| Insight Systems Exchange            | Bid No. 1112-15 Refurbished Computer Equipment   | 10/24/2012                 |
| IPC (USA), Inc.                     | Multi-District Cooperative Bid No. 108-13, Fuel (Gasoline and Diesel)  | 7/24/2013                  |
| JFK Transportation, Co., Inc.       | Bid No. 1314-15 Co-Curricular Bus Service  | 12/11/2013                 |
| JL Cobb Painting                    | Bid No. 1314-21 Painting Services  | 3/12/2014                  |
| Johnstone Supply                    | County of Orange Contract No. MA-080-1701016 - Air Conditioning, Refrigeration Equipment, Parts & Supplies   | 8/24/2011                  |
| Jones-Campbell Company              | Glendale Unified School District Bid No. P-16 09/10 School Furnishings, Office Furnishings and Accessories   | 10/9/2013                  |
| Jostens                             | RFP No. 2-1314 High School Products and Senior Services  | 9/11/2013                  |

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

| <b>VENDOR</b>                               | <b>TITLE</b>   | <b>BOARD APPROVAL DATE</b> |
|---|--|----------------------------|
| Keenan & Associates                         | RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance       | 5/11/2009                  |
| Knowland Construction Services              | RFQ No 4-1011, DSA Approved Inspector of Record  | 1/11/2011                  |
| MTGL, Inc.                                  | RFQ No. 5-1011 Special Inspections and Materials Testing   | 1/11/2011                  |
| Ninyo & Moore                               | RFQ No. 5-1011 Special Inspections and Materials Testing   | 1/11/2011                  |
| NvLS Professional Services, LLC             | RFQ No. 2-1213, E-Rate Consultant  | 6/27/2012                  |
| Office & Ergonomic Solutions                | Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment                                  | 8/8/2011                   |
| Office Depot                                | Newport-Mesa Unified School District Bid No. 109-12 Office & School Supplies and Equipment                             | 7/9/12                     |
| Office Depot                                | Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment                                  | 8/8/2011                   |
| P&R Paper Supply Co.                        | Bid No. 1213-03 Paper and Plastic Products for Food and Nutrition Services   | 7/25/2012                  |
| Pacific Coast Sightseeing Tours & Charters  | Bid No. 1314-15 Co-Curricular Bus Service  | 12/11/2013                 |
| Pacific Plumbing Co. of Santa Ana, Inc.     | Bid No. 1213-01 - Plumbing Services  | 5/23/2012                  |
| Pacwest Air Filter                          | Palo Verde Unified School District Bid No. 111201, HVAC Filters and Installation                                       | 6/27/2012                  |
| Paradigm Health Care Services               | RFP No. 6-0910 Medi-Cal Billing Services   | 6/15/2010                  |
| Pathway Communications, Limited             | Bid No. 1314-04 Audio Visual Equipment   | 7/10/2103                  |
| Piper Jaffrey & Co.                         | RFQ No. 5-0910 Underwriter Services  | 12/15/2009                 |
| Pritchard Supply, Inc. dba Johnstone Supply | County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies            | 8/24/2011                  |
| Reliance Communications                     | RFQ 3-1314 Mass Notification System  | 8/14/2013                  |
| Sanders Construction Services               | Bid No. 1314-16, CVHS Lunch Pavilion and Music Plaza   | 3/12/2014                  |
| School Facility Consultants                 | RFP No. 8-1314, State School Building Program Advisor  | 1/22/2014                  |
| School Space Solutions                      | Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment                                  | 8/8/2011                   |
| School Specialty                            | Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment                                  | 8/8/2011                   |
| School Specialty                            | Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture  | 11/30/2011                 |
| Schools First Federal Credit Union          | RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan        | 2/9/2009                   |
| SectorPoint, Inc.                           | CMAS Contract No. 4-11-03-0492A GSA Schedule No. GS-07F-0509W Non Information Technology Goods, Civic Permits Software | 8.20.12                    |
| SHI International Corp.                     | Wasco Union Elementary School District RFP Project No. 059-12M.1 Microsoft Products                                    | 11/14/2012                 |

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

| <b>VENDOR</b>   | <b>TITLE</b>   | <b>BOARD APPROVAL DATE</b> |
|---|--|----------------------------|
| 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                          | Val Verde Unified School District, Bid No 12/13-001 - Just-N-Time Classroom and Office Supply System   | 10/23/2013                 |
| Sparkletts  | County of Orange Master Agreement No. MA-017-13011174, Bottled Water   | 7/24/2013                  |
| Sysco Food Services of L.A.                                 | Bid No. 1011-14 Grocery Products   | 5/9/2011                   |
| Tel-Tec Security System                                     | CMAS 4-11-84-0037A - Security Systems  | 9/12/2011                  |
| Transportation Charter Services, Inc.                       | Bid No. 1314-15 Co-Curricular Bus Service  | 12/11/2013                 |
| Troxell Communications, Inc                                 | Bid No. 1314-04 Audio Visual Equipment   | 7/10/2013                  |
| United Refrigeration Inc.                                   | County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies  | 8/24/2011                  |
| VCOM dba Valiant National AV Supply                         | Bid No. 1314-04 - Audio Visual Equipment   | 7/10/2013                  |
| Vavrinek, Trine, Day & Co., LLP                             | RFP No. 2-0708 Audit Services  | 4/21/2008                  |
| Vending +Plus   | RFP No. 4-1213, Snack & Beverage Vending Services  | 8/20/2012                  |
| Virco   | Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment  | 8/8/2011                   |
| Waterline Technologies, Inc.                                | LAUSD Bid No. IFB C-1030, Swimming Pool Chemicals  | 3/28/2012                  |
| Waxie's Enterprises, Inc. dba Waxie Sanitary Supply         | San Diego Unified School District Bid No. GD-13-0006-64, Custodial and Janitorial Products   | 1/23/2013                  |
| West Coast Arborists, Inc.                                  | Bid No. 1112-10 Tree Trimming Maintenance Service  | 9/26/2011                  |
| Williams Scotsman   | Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom  | 7/11/2011                  |
| WLC Architects, Inc.  | RFQ No. 4-1314, Architectural Services   | 12/11/2013                 |
| WW Grainger, Incorporated                                   | State of Nevada, Division of Purchasing, and Western States Contracting, Alliance Contract NO. 1862, Awarded to WW Grainger, California Participating Addendum No. 7-11-51-02                          | 10/26/2011                 |
| Xerox Corporation   | California Multiple Award Schedule Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox Products | 6/15/2010                  |





# VENDOR PAYMENTS OVER 250K AS OF 4/23/14

2013-14

|                                       |               |
|---------------------------------------|---------------|
| 112650 A & R WHOLESALE DISTRIBUTORS   | 1,652,726.43  |
| 145322 AMS.NET INC                    | 493,204.91    |
| 112173 ASCIP                          | 1,836,962.00  |
| 049767 BENS ASPHALT                   | 886,034.38    |
| 118161 CAPISTRANO CONNECTIONS ACADEMY | 8,324,011.76  |
| 130027 CAPISTRANO UNIFIED             | 3,071,585.35  |
| 120141 CAPISTRANO UNIFIED SCHOOL DIST | 2,690,492.60  |
| 016335 CAPO VALLEY WATER DIST         | 285,047.23    |
| 015900 CAPO-LAGUNA BEACH ROP          | 1,658,097.84  |
| 043026 CIGNA                          | 446,699.76    |
| 018870 CITY OF SAN CLEMENTE           | 296,459.35    |
| 146265 COMMUNITY ROOTS                | 1,613,564.22  |
| 142967 CORVEL CORPORATION             | 395,949.74    |
| 122828 CORVEL ENTERPRISE COMP INC     | 2,609,644.65  |
| 130047 HOLLANDIA DAIRY INC.           | 486,660.13    |
| 148747 ILLUMINATE EDUCATION INC.      | 263,808.00    |
| 144310 INSIGHT SYSTEMS EXCHANGE       | 362,173.55    |
| 144880 IPC USA                        | 618,501.44    |
| 105873 JOURNEY CHARTER SCHOOL         | 1,409,480.00  |
| 120832 METROPOLITAN EMPLOYEES         | 41,292,235.22 |
| 061270 MOULTON NIGUEL WATER           | 314,655.20    |
| 143679 NETWORK HARDWARE RESALE        | 262,446.00    |
| 100369 OCEANVIEW SCHOOL               | 471,622.00    |
| 113144 OPPORTUNITY FOR LEARNING       | 1,471,446.19  |
| 066570 ORANGE COUNTY DEPT OF EDUC     | 3,970,283.75  |
| 146264 OXFORD ACADEMY                 | 3,443,377.48  |
| 078255 SAN DIEGO GAS & ELECTRIC       | 5,076,508.78  |
| 079190 SANTA MARGARITA WATER          | 265,672.66    |
| 081031 SCOTT FORESMAN                 | 484,952.86    |
| 084100 SO CA GAS CO                   | 391,289.21    |
| 122718 SOUTHERN CALIFORNIA EDISON     | 1,326,145.27  |
| 084770 SOUTHWEST SCHOOL SUPPLY        | 266,836.05    |
| 102879 US BANK                        | 1,802,090.89  |
| 147868 US BANK                        | 2,529,511.06  |
| 036075 W W GRAINGER INC               | 423,141.36    |
| 141584 WLC ARCHITECTS INC             | 312,277.23    |
| 099210 XEROX CORPORATION              | 1,673,821.57  |



**DONATION OF FUNDS**  
**May 14, 2014**

| <b>DONATED BY</b>  | <b>AMOUNT</b> | <b>PURPOSE</b>                            | <b>SCHOOL</b>                     |
|--|---------------|---|-----------------------------------|
| CUSD Foundation  | \$500.00      | Vernier Sensors for Chemistry Class       | Aliso Niguel High School          |
| Parents for Aliso Niguel                                   | \$500.00      | Instructional Materials and Supplies      | Aliso Niguel High School          |
| Aliso Viejo Middle School PTSA                             | \$4,930.00    | Technology                                | Aliso Viejo Middle School         |
| San Juan Capistrano Education Foundation                   | \$948.00      | Field Trip Admission and Teacher Stipends | Ambuehl Elementary School         |
| Edison International                                       | \$150.00      | Instructional Materials and Supplies      | Bernice Ayer Middle School        |
| Mr. and Mrs. Sam and Diana Pontrelli                       | \$100.00      | CAPO Media                                | Capistrano Valley High School     |
| Capistrano Valley High School PTSA                         | \$3,410.44    | Teacher Grants                            | Capistrano Valley High School     |
| Chaparral Elementary School PTA                            | \$5,197.68    | Instructional Materials and Supplies      | Chaparral Elementary School       |
| SchoolsFirst Federal Credit Union                          | \$500.00      | Classified Employee of the Year           | Communications Department         |
| PG&E Corporate Foundation                                  | \$302.40      | Instructional Materials and Supplies      | Concordia Elementary School       |
| Education Foundation for OC Schools                        | \$4,995.24    | iPads and Cart for Student Instruction    | Concordia Elementary School       |
| Kroger   | \$239.91      | Instructional Materials and Supplies      | Del Obispo Elementary School      |
| UBS  | \$250.00      | Instructional Materials and Supplies      | Don Juan Avila Middle School      |
| John S. Malcolm Elementary School PTA                      | \$11,901.24   | Field Trips                               | John S. Malcolm Elementary School |
| Ladera Ranch Education Foundation                          | \$5,730.95    | Outdoor Science Camp Transportation       | Ladera Ranch Elementary School    |
| Ladera Ranch Education Foundation                          | \$853.54      | Technology                                | Ladera Ranch Elementary School    |
| Ladera Ranch Middle School PTA                             | \$5,898.47    | LCD Projector and Document Cameras        | Ladera Ranch Middle School        |
| Edison International                                       | \$30.00       | Instructional Materials and Supplies      | Las Palmas Elementary School      |
| Juice it Up  | \$74.00       | Instructional Materials and Supplies      | Las Palmas Elementary School      |
| Edison International                                       | \$30.00       | Instructional Materials and Supplies      | Las Palmas Elementary School      |
| Iverson & Olsen Orthodontics                               | \$38.00       | Instructional Materials and Supplies      | Las Palmas Elementary School      |
| Marblehead Elementary School PTA                           | \$430.00      | Instructional Materials and Supplies      | Las Palmas Elementary School      |
| Newhart Middle School PTA                                  | \$4,112.33    | Doheny State Park Field Trip              | Marblehead Elementary School      |
| United Way   | \$250.00      | Document Camera and Supplies              | Newhart Middle School             |
| Edison International                                       | \$250.00      | Instructional Materials and Supplies      | Newhart Middle School             |
| Oso Grande Elementary School PTA                           | \$324.98      | Instructional Materials and Supplies      | Oso Grande Elementary School      |
| Kroger   | \$88.78       | Instructional Materials and Supplies      | Oso Grande Elementary School      |
| Kroger   | \$83.44       | Instructional Materials and Supplies      | Palisades Elementary School       |
| Kroger   | \$41.31       | Instructional Materials and Supplies      | Palisades Elementary School       |
| Kroger   | \$126.42      | Instructional Materials and Supplies      | Philip Reilly Elementary School   |
| RH Dana Elementary Booster Club                            | \$2,000.00    | 5th Grade Field Trip                      | RH Dana Elementary School         |
| Orange County Museum of Art                                | \$100.00      | 2nd Grade Field Trip Reimbursement        | RH Dana Elementary School         |
| Ms. Cindy Preston  | \$20.00       | Science, Physics and Computers            | San Clemente High School          |
| Piyush Kumar, MD, Inc.                                     | \$800.00      | Science, Physics and Computers            | San Clemente High School          |
| Ken Fenton, President, Coastal Healthcare Consulting Group | \$1,800.00    | Science, Physics and Computers            | San Clemente High School          |
| Mr. and Mrs. Todd and Joelle Rogers                        | \$30.00       | Science, Physics and Computers            | San Clemente High School          |
| San Clemente Educational Foundation                        | \$934.00      | Science, Physics and Computers            | San Clemente High School          |
| Pacific Life Foundation                                    | \$3,500.00    | Computers                                 | San Clemente High School          |
| Shorecliffs Middle School Foundation                       | \$2,301.25    | Projector and ten computers               | Shorecliffs Middle School         |
| Shorecliffs Middle School PTA                              | \$2,301.25    | Projector and ten computers               | Shorecliffs Middle School         |
| Tesoro Titan Foundation                                    | \$13,521.80   | Instructional Materials and Supplies      | Tesoro High School                |

# DONATION OF FUNDS

May 14, 2014

| DONATED BY                          | AMOUNT       | PURPOSE                                 | SCHOOL                          |
|-------------------------------------|--------------|---|---------------------------------|
| BH North America                    |              | Various Exercise Equipment              | Tesoro High School              |
| Tijeras Creek Elementary School PTA | \$457.60     | Kellogg House Field Trip Transportation | Tijeras Creek Elementary School |
| Kroger                              | \$96.29      | Intervention                            | Tijeras Creek Elementary School |
| Viejo Elementary School Parents     | \$220.00     | Field Trips                             | Viejo Elementary School         |
| Mariners Church                     | \$10,000.00  | Instructional Materials and Supplies    | Viejo Elementary School         |
| Juice it Up                         | \$372.00     | Instructional Materials and Supplies    | Vista del Mar Middle School     |
| Mako Foundation                     | \$5,043.60   | Five Chromebook Carts                   | Vista del Mar Middle School     |
| Mako Foundation                     | \$57,132.00  | Two Hundred Chromebook Carts            | Vista del Mar Middle School     |
| Wood Canyon Elementary School PTA   | \$32.36      | Instructional Materials and Supplies    | Wood Canyon Elementary School   |
| Wood Canyon Elementary School PTA   | \$102.56     | Instructional Materials and Supplies    | Wood Canyon Elementary School   |
| Wood Canyon Elementary School PTA   | \$116.87     | Instructional Materials and Supplies    | Wood Canyon Elementary School   |
| Total                               | \$152,918.71 |   |                                 |

**MAY 14, 2014 BOARD MEETING**  
**DISTRICT STANDARDIZED**  
**INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS**

**NEW AGREEMENTS**

| TYPE  | CONTRACT NO | PILLAR | FUNDING SOURCE | VENDOR                                    | SERVICES  | CONTRACT TERM   | NOT TO EXCEED |
|-------|-------------|--------|----------------|---|---|-----------------|---------------|
| MCA * | 1314181     | 3      | Special Ed     | Chileida                                  | Basic Education Program/Special Education Instruction, Residential Mental Health Services | 5/15/14-6/30/14 | \$ 35,000.00  |
| ICA   | 1314182     | 5      | M&O            | Brite Ideas by Greg Christy, Incorporated | Provide Audio System for Grad Night for Six District High Schools                         | 6/23/14-6/22/15 | \$ 20,000.00  |
| TOTAL |             |        |                |   |   |                 | \$ 55,000.00  |

**NEW AGREEMENT RATIFICATIONS**

| TYPE  | CONTRACT NO | PILLAR | FUNDING SOURCE | VENDOR                 | SERVICES   | CONTRACT TERM                     | NOT TO EXCEED |
|-------|-------------|--------|----------------|------------------------|--|-----------------------------------|---------------|
| FSA   | 1314176     | 5      | M&O            | Prosurface             | Routine and Usual Maintenance for the Preservation and Protection of Seven (7) Tennis Courts at San Clemente High School | 4/1/2014 Upon Completion of Work  | \$ 26,730.00  |
| FSA   | 1314178     | 5      | M&O            | Prosurface             | Routine and usual Maintenance for the Preservation and Protection of Six (6) Tennis Courts at Dana Hills High School     | 4/1/2014 Upon Completion of Work  | \$ 32,040.00  |
| FSA   | 1214180     | 5      | M&O            | Brickley Environmental | Remove and Dispose of Asbestos-Containing Materials (ACM) at San Clemente High School                                    | 4/22/2014 Upon Completion of Work | \$ 43,335.00  |
| TOTAL |             |        |                |                        |  |                                   | \$ 102,105.00 |

**EXTENSIONS**

| TYPE  | CONTRACT NO | PILLAR | FUNDING SOURCE                   | VENDOR                             | SERVICES  | CONTRACT TERM    | NOT TO EXCEED |
|-------|-------------|--------|----------------------------------|------------------------------------|---|------------------|---------------|
| ICA   | 1213084     | 5      | Staff Relations and Negotiations | Barber & Gonzales Consulting Group | Negotiations Preparation for CUSD and SCEA Leadership Representatives for the Facilitation of Interest Based Bargaining Process | 7/1/2014-6/30/15 | \$ 30,000.00  |
| TOTAL |             |        |                                  |                                    |   |                  | \$ 30,000.00  |

**EXTENSION RATIFICATIONS**

| TYPE  | CONTRACT NO | PILLAR | FUNDING SOURCE | VENDOR  | SERVICES                    | CONTRACT TERM       | NOT TO EXCEED |
|-------|-------------|--------|----------------|---|-----------------------------|---------------------|---------------|
| ICA   | 1213194     | 5      | Various CFPDs  | Government Financial Strategies, Incorporated | Financial Advisory Services | 4/25/2014-4/24/2015 | \$ 114,225.00 |
| TOTAL |             |        |                |   |                             |                     | \$ 114,225.00 |

MAY 14, 2014 BOARD MEETING  
DISTRICT STANDARDIZED  
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

AMENDMENT RATIFICATIONS

| TYPE  | CONTRACT NO | PILLAR | FUNDING SOURCE         | VENDOR   | SERVICES  | JUSTIFICATION  | FINANCIAL IMPACT |
|-------|-------------|--------|------------------------|--|---|--|------------------|
| ICA   | 1314174     | 3      | Education              | City of San Clemente                                   | Provide a Recreation Program Organizing Exercise Activities During Lunch Periods          | Increase Contract Amount from \$1,200 to \$1,460         | \$ 260.00        |
| ICA   | 1314060     | 3      | PTA                    | Campeo Day Camps                                       | After School Education and Safety Program   | Increase Contract Amount from \$22,265 to \$24,265       | \$ 2,000.00      |
| ICA   | 1213138     | 3      | Education              | A Tree of Knowledge Educational Services, Incorporated | Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students | Increase Contract Amount from \$7,914.60 to \$10,116.96  | \$ 2,202.36      |
| ICA   | 1314122     | 3      | Title I SES            | !! # At-Home Tutors, Incorporated                      | Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students | Increase Contract Amount from \$19,087.12 to \$23,491.84 | \$ 4,404.72      |
| ICA   | 1314163     | 5      | Dana Hills High School | Mercury Tours  | Charter Bus Services For Out Of Area Field Trip   | Increase Contract From \$3,407 to \$3615.5               | \$ 208.50        |
| TOTAL |             |        |                        |  |   | \$   | 9,075.58         |

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MC- Master Contract

Pillar 1 Community Relations

Pillar 2 Safe &amp; Healthy Schools

Pillar 3 Academic Achievement &amp; 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.



## MASTER CONTRACT AGREEMENT \*

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of May 15, 2014 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

### CHILEDA

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

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

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

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

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

Term of Agreement. The term of this Agreement is beginning May 15, 2014, through June 30, 2014.

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

☒ Master Contract    ☐ Special Conditions    ☒ Required Documents and Certifications    ☒ Purchase Order(s)

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

**"DISTRICT"**

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

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

**"CONTRACTOR"**

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

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

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

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

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



# EXHIBIT A: RATES

|   |                |                   |   |                  |
|---|----------------|-------------------|---|------------------|
| <b>CONTRACTOR</b>   | <b>Chileda</b> | <b>CONTRACTOR</b> | <b>77-76422-6130983</b>   | <b>2013-2014</b> |
| <b>(NONPUBLIC SCHOOL OR AGENCY)</b>                           |                | <b>NUMBER</b>     | <b>(CONTRACT YEAR)</b>  |                  |
| <b>Per CDE Certification, total enrollment may not exceed</b> |                | <b>9</b>          | <b>If blank, the number shall be as determine by CDE Certification.</b> |                  |

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

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

A. Basic Education Program/Special Education Instruction  
Basic Education Program/Dual Enrollment

| Rate     | Period  |
|----------|---------|
| \$159.41 | Per Day |

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

## B. Related Services

- |      |   |          |         |
|------|---|----------|---------|
| (1)  | a. Transportation – Round Trip  |          |         |
|      | b. Transportation – One Way   |          |         |
|      | c. Transportation – Dual Enrollment                                   |          |         |
|      | d. Public Transportation  |          |         |
|      | e. Parent*  |          |         |
| (2)  | a. Educational Counseling – Individual                                |          |         |
|      | b. Educational Counseling – Group of ____                             |          |         |
|      | c. Counseling – Parent  |          |         |
| (3)  | a. Adapted Physical Education – Individual                            |          |         |
|      | b. Adapted Physical Education – Group of ____                         |          |         |
|      | c. Adapted Physical Education – Group of ____                         |          |         |
| (4)  | a. Language and Speech Therapy – Individual                           |          |         |
|      | b. Language and Speech Therapy – Group of 2                           |          |         |
|      | c. Language and Speech Therapy – Group of 3                           |          |         |
|      | d. Language and Speech Therapy – Per Diem                             |          |         |
|      | e. Language and Speech – Consultation Rate                            |          |         |
| (5)  | a. Additional Classroom Aide – Individual (must be authorized on IEP) |          |         |
|      | b. Additional Instructional Assistant – Group of 2                    |          |         |
|      | c. Additional Instructional Assistant – Group of 3                    |          |         |
| (6)  | Intensive Special Education Instruction**                             |          |         |
| (7)  | a. Occupational Therapy – Individual                                  |          |         |
|      | b. Occupational Therapy – Group of 2                                  |          |         |
|      | c. Occupational Therapy – Group of 3                                  |          |         |
|      | d. Occupational Therapy – Group of 4-7                                |          |         |
|      | e. Occupational Therapy – Consultation Rate                           |          |         |
| (8)  | Physical Therapy  |          |         |
|      | a. Behavior Intervention  |          |         |
|      | b. Behavior Intervention-Supervision                                  |          |         |
|      | Provided by:_____   |          |         |
| (9)  | Nursing Services  |          |         |
| (10) | Residential Board and Care  | \$226.12 | Per Day |
| (11) | Residential Mental Health Services                                    | \$139.11 | Per Day |

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

\*\*By credentialed Special Education Teacher.



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of May 15, 2014 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").

### BRITE IDEAS BY GREG CHRISTY, INCORPORATED

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$ 20,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing June 23, 2014, through June 22, 2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

**CONTRACTOR**

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

Signature \_\_\_\_\_

Name: Terry Fluent

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

Title: Director, Purchasing

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

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

Address \_\_\_\_\_

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

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



|          |             |
|----------|-------------|
| Date     | Invoice No. |
| 06/23/14 | 6129        |

CAPISTRANO UNIFIED SCHOOL DISTRICT  
33122 VALLE ROAD  
SAN JUAN CAPISTRANO, CA 92675

COMMENCEMENTS  
6/23 - 6/24/14

| PO Number | Terms          | Due Date | Project ID | Issue Date |
|-----------|----------------|----------|------------|------------|
| 334199    | 50% DEP/NET 15 | 07/08/14 |            | 04/11/14   |

| Description   | Amount                         |
|---|--------------------------------|
| Aliso Niguel High School  | 3,900.00                       |
| Capistrano Valley High School   | 3,350.00                       |
| Dana Hills High School  | 2,900.00                       |
| San Clemente High School  | 3,620.00                       |
| San Juan Hills High School  | 3,350.00                       |
| Tesoro High School  | 2,880.00                       |
| EVENT DATES: 6/23 - 6/24/14   |                                |
| BRITE IDEAS by Greg Christy, Inc. is a California S-Corporation and privately held, design service firm. FED TAX ID# 33-0492796 |                                |
| *Please remit a 50% deposit (\$10,000.00) on or before 6/2/14. The balance is due NET 15.                                       |                                |
|   | Total \$20000.00               |
|   | Payments/Credits \$0.00        |
|   | <b>Balance Due \$20,000.00</b> |



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

**FIELD SERVICES AGREEMENT**

THIS CONTRACT is made and entered into this 15<sup>th</sup> day of May, 2014, by and between Prosurface, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed \$ 26,730.00 the following:  
San Clemente High School - routine and usual maintenance for the preservation and protection of seven (7) tennis courts
2. The term of the Contract shall begin on April 14, 2014 and end Upon Completion of Work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Maintenance and Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

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

- ☒ W-9 Request for Taxpayer Identification Number and Certification
- ☒ Quote/Proposal, dated 2/28/14
- ☐ Plans and Specifications/Scope of Work
- ☒ Worker's Compensation Certificate
- ☐ Purchase Order Number \_\_\_\_\_
- ☒ Liability Insurance Certificate
- ☒ Guarantee
- ☒ Certification by Contractor of Criminal Records Check
- ☐ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☒ Payment Bond \$ 26,730.00
- ☒ Faithful Performance Bond \$ 26,730.00
- ☒ California State Contractor's License Number \_\_\_\_\_
- ☒ Drug-Free Workplace Certification
- ☒ Tobacco Use Policy
- ☒ Other Compliance with Safety Requirements

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

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

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

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

Terry Fluent  
Print Name

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

Director, Purchasing  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

# ProSurface

1555 Mesa Verde Dr. East #51L, Costa Mesa, CA 92626

Phone: (714)348-6427 Fax: (714)646-5044

February 28, 2014

RE: Tennis court repairs @ San Clemente High School, Capistrano Unified School District

Dear Ben,

Per your request, I am pleased to present the following proposal for the repairs of seven (7) tennis courts for the San Clemente High School tennis facility. The following repair and resurfacing system is recommended to refurbish the courts:

## FOUNDATION REPAIR/PREPARATIONS

- 1) Pressure wash courts to be repaired and surfaced.
- 2) Patch all cracks as required. Cracks and holes will be filled with a mixture of CPB Binder, sand and cement per manufactures specs.
- 3) Pop-outs will be chipped out, primed, and filled with CPB Binder mixture.
- 4) Sand all patches to provide a true court surface prior to the application of surface coatings.

## SURFACE COATINGS

- 5) Apply two (2) Acrylic Color coats to each court. Colors to be green interior and red exterior.
- 6) Paint lines with white textured line paint to USTA measurements.
- 7) Upon completion, the court areas will be left in a clean and usable condition.

\*Structural blemishes are result of the foundation and cannot be guaranteed. Cracking will reoccur. Surface peeling is cause by moisture conditions which occur beneath the foundation. Scheduled court resurfacing/maintenance may help to contain courts imperfections, but will not permanently correct foundation blemishing. Court resurfacing is primarily to provide a cosmetically attractive and safe playing surface.

**THE PRICE FOR THE WORK AS DESCRIBED IS:**

|   |                          |
|---|--------------------------|
| Foundation Repairs.....                                 | \$ 1,000.00              |
| Acrylic Color System coatings (\$3,640.00 per ct.)..... | <u>\$25,480.00</u>       |
|   | <b>\$26,480.00 total</b> |

**\*Cost breakdown:**

|   |                          |
|---|--------------------------|
| Cost of materials, supplies and business..... | \$21,230.00              |
| Cost of labor.....                            | <u>\$ 5,250.00</u>       |
|   | <b>\$26,480.00 total</b> |

**Additional costs/options:**

Replace and install new caulking at expansion joint areas...\$7.00 per linear foot

New tennis nets.....\$ 250.00 each

All work shall be in accordance with manufacturer's specifications. As a licensed contractor in The State of California, we carry the required Workers Compensation and are bonded and insured. We thank you for the opportunity to quote you on this project and we look forward to speaking with you again soon.

Respectfully submitted,

Jeff Frantz

*Total = 26,730.00*

**Acceptance of Proposal:**

The above prices, specifications and conditions are satisfactory and are hereby accepted. ProSurface is authorized to do the work as specified.

Signature\_\_\_\_\_ Date of Acceptance\_\_\_\_\_



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

**FIELD SERVICES AGREEMENT**

THIS CONTRACT is made and entered into this 15 day of May, 2014, by and between Prosurface, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed \$ 32,040.00 the following:  
Dana Hills High School - routine and usual maintenance for the preservation and protection of six (6) tennis courts
2. The term of the Contract shall begin on April 1, 2014 and end Upon Completion of Work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Maintenance and Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.



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

- ☒ W-9 Request for Taxpayer Identification Number and Certification
- ☒ Quote/Proposal, dated 2-28-14
- ☐ Plans and Specifications/Scope of Work
- ☒ Worker's Compensation Certificate
- ☐ Purchase Order Number \_\_\_\_\_
- ☒ Liability Insurance Certificate
- ☒ Guarantee
- ☒ Certification by Contractor of Criminal Records Check
- ☐ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☒ Payment Bond \$ 32,040.00
- ☒ Faithful Performance Bond \$ 32,040.00
- ☒ California State Contractor's License Number \_\_\_\_\_
- ☒ Drug-Free Workplace Certification
- ☒ Tobacco Use Policy
- ☒ Other Compliance with Safety Regulations

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

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

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

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

Terry Fluent  
Print Name

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

Director, Purchasing  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

**ProSurface**

1555 Mesa Verde Dr. East #51L, Costa Mesa, CA 92626

Phone: (714)348-6427 Fax: (714)646-5044

February 28, 2014

RE: Tennis court repairs @ Dana Hills High School  
 33333 Golden Lantern St, Dana Point, 92629

Dear Ben,

Per your request, I am pleased to present the following proposal for the repairs of six (6) tennis courts for the Dana Hills High School tennis facility. The following repairs and three (3) coat resurfacing system is recommended to refurbish the courts:

**FOUNDATION REPAIR/PREPARATIONS**

- 1) Pressure wash courts to be repaired and surfaced.
- 2) Fill structural cracks as required.
- 3) Patch pop-outs and heaving court areas to provide a consistent play surface. Patching will be filled with a mixture of CPB Binder, sand and cement. Court #4 has the most extensive damage and will require removal of non-bonded cement and rusted rebar. These areas will receive a concrete binder coating, filled with concrete and diamond grinded to provide a flat and playable surface.
- 4) Sand and/or Diamond Grind existing peeling court areas.
- 5) Prime all grinded areas and exposed concrete surface before patching and surface materials are applied.

**SURFACE COATINGS**

- 6) Apply one (1) Acrylic Resurfacer Base coat with 60 silica sand to the prepared surface.
- 7) Apply two (2) Acrylic Color coats to each court. Colors to be Blue interior/Green exterior.

\*Structural blemishes are result of the foundation and cannot be guaranteed. Cracking will reoccur. Surface peeling is cause by moisture conditions which occur beneath the foundation. Scheduled court resurfacing/maintenance may help to contain courts imperfections, but will not permanently correct foundation blemishing. Court resurfacing is primarily to provide a cosmetically attractive and safe playing surface.

V 1502772

PR 6/11/14

- 8) Paint lines with white textured line paint to USTA measurements.
- 9) Upon completion, the court areas will be left in a clean and usable condition.

**THE PRICE FOR THE WORK AS DESCRIBED IS:**

|  |                          |
|--|--------------------------|
| Foundation Repairs courts #1-3, 5-6.....                   | \$ 2,000.00              |
| Foundation Repairs court #4.....                           | \$ 3,770.00              |
| Acrylic Resurfacer base coatings (\$700.00 per court)..... | \$ 4,200.00              |
| Acrylic Color System coatings (\$3,640.00 per court).....  | \$21,840.00              |
|  | <b>\$31,810.00 total</b> |

\*The surfacing system proposed is a 3-coat system. A 2-coat system may be used and will be sufficient, but will not provide the longevity or coverage as the recommended 3-coat system. Subtract \$700.00 per court if the 2-coat system is desired.

\*Cost breakdown:

|   |                          |
|---|--------------------------|
| Cost of materials, supplies and business..... | \$23,010.00              |
| Cost of labor.....                            | \$ 8,800.00              |
|   | <b>\$31,810.00 total</b> |

*(Signature)* 3/7/14

Additional costs/options:

Replace and install new caulking at expansion joint areas:

720' linear feet total @ \$7.00 per ft.....\$5,040.00 total

New tennis nets.....\$ 230.00 each

All work shall be in accordance with manufacturer's specifications. We use the finest products offered by the industry to ensure custom performance. As a licensed contractor in The State of California, we carry the required Workers Compensation and are bonded and insured. We take pride in the quality of our work and we have several qualified references available upon request. We thank you for the opportunity to quote you on this project and we look forward to speaking with you again soon.

Respectfully submitted,

*True total 32,040.00*

Jeff Frantz  
President

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. ProSurface is authorized to do the work as specified.

Signature\_\_\_\_\_ Date of Acceptance\_\_\_\_\_



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

**FIELD SERVICES AGREEMENT**

THIS CONTRACT is made and entered into this 22nd day of April 2014, by and between Brickley Environmental, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed \$ 43,335.00 the following:  
Remove and dispose of asbestos-containing materials (ACM) at San Clemente High School in quantities and locations as outlined in Brickley Environmental Proposal Number 22934 dated March 12, 2014
2. The term of the Contract shall begin on April 22, 2014 and end upon completion of work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Executive Director, Facilities and Maintenance & Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

**BRICKLEY ENVIRONMENTAL****Environmental Remediation Contractor****PROPOSAL & CONTRACT****March 12, 2014**

|                 |   |                         |  |
|-----------------|---|-------------------------|--|
| <b>CLIENT:</b>  | <b>CAPISTRANO USD</b><br><b>C/O WLC ARCHITECTS, INC.</b>                      | <b>PROPOSAL NUMBER:</b> | <b>22934</b>   |
| <b>ATTN:</b>    | <b>ELIZABETH SABOL</b>  | <b>JOB NAME:</b>        | <b>SAN CLEMENTE HIGH SCHOOL</b><br><b>ROOF REPLACEMENT</b> |
| <b>ADDRESS:</b> | <b>1719 PALOMAR OAK WAY, SUITE 110</b>  | <b>SITE ADDRESS:</b>    | <b>700 AVENIDA PICO</b>                                    |
| <b>CITY:</b>    | <b>CARLSBAD, CA 92008</b>   | <b>CITY:</b>            | <b>SAN CLEMENTE, CA 92673</b>                              |
| <b>PHONE:</b>   | <b>800-700-0908</b>   | <b>EXT:</b>             | <b>PROPERTY OWNER:</b>                                     |
| <b>FAX:</b>     |   | <b>ESTIMATOR:</b>       | <b>SHANE BRICKLEY</b>                                      |
| <b>EMAIL:</b>   | <b><a href="mailto:esabol@wlcarchitects.com">esabol@wlcarchitects.com</a></b> | <b>ESTIMATED COST:</b>  | <b>\$43,335.00</b>   |

REMOVE AND DISPOSE OF ASBESTOS-CONTAINING MATERIALS (ACM) IN QUANTITIES AND LOCATIONS AS OUTLINED BELOW:

**COST ESTIMATES FOR ACM ROOFING REMOVAL****BUILDING B (CAFETERIA / TRITON CENTER)**

- |                                |             |                    |
|--------------------------------|-------------|--------------------|
| • 1,200 SQUARE FT. ROOF MASTIC | <b>COST</b> | <b>\$ 8,500.00</b> |
| • TRANSITE 1,350 SQUARE FT.    | <b>COST</b> | <b>\$ 4,725.00</b> |

**BUILDING O (LITTLE THEATER)**

- |                              |             |                    |
|------------------------------|-------------|--------------------|
| • 300 SQUARE FT. ROOF MASTIC | <b>COST</b> | <b>\$ 6,000.00</b> |
| • TRANSITE PANELS            | <b>COST</b> | <b>\$ 5,600.00</b> |

**BUILDING AA (CLASSROOM BUILDING)**

- |                                  |             |                    |
|----------------------------------|-------------|--------------------|
| • TRANSITE PANELS 500 SQUARE FT. | <b>COST</b> | <b>\$ 2,000.00</b> |
|----------------------------------|-------------|--------------------|

**BUILDING Y (SCIENCE BUILDING)**

- |                              |             |                     |
|------------------------------|-------------|---------------------|
| • 4,000 SQUARE FT. ROOF      | <b>COST</b> | <b>\$ 14,000.00</b> |
| • 400 SQUARE FT. ROOF MASTIC | <b>COST</b> | <b>\$ 2,100.00</b>  |
| • LOOSE TRANSITE PANELS      | <b>COST</b> | <b>\$ 410.00</b>    |

SOUTH COAST AQMD NOTIFICATION FEE FOR THIS PROJECT:  
CLIENT/OWNER TO PAY ALL RE-NOTIFICATION FEES  
(MINIMUM \$80.00 EACH) AND TO BE RESPONSIBLE FOR  
ALL FEES IF THE PROJECT IS CANCELLED.

**TOTAL ESTIMATED COST \$ 43,335.00**


4/18/14

957 West Reed Street, San Bernardino, CA 92411, Lic. No. 610414 CAL/OSHA No. 49  
909-888-2010 800-530-3366 FAX 909-381-3433

Page 1 of 3

MARCH 12, 2014

IF A WAIVER OF SUBROGATION IS REQUIRED FOR WORKER'S COMPENSATION INSURANCE AND/OR GENERAL LIABILITY INSURANCE, ADDITIONAL COSTS WILL BE INCURRED BY THE CLIENT.

IF A NOTICE OF CANCELLATION ENDORSEMENT IS REQUIRED ADDITIONAL COSTS, \$150 MINIMUM, WILL BE INCURRED BY THE CLIENT.

THIS PROPOSAL IS BASED ON PREVAILING WAGE DETERMINATION SC-102-882-1-2013-1, ISSUE DATE JANUARY 1, 2014 AT THE RATE OF \$45.47 PER HOUR.

CONTRACT PRICE IS BASED ON PAYMENT IN FULL; EXPLICITLY, RETENTION WILL NOT BE WITHHELD FROM PAYMENT(S).

BRICKLEY ENVIRONMENTAL WILL PROVIDE ALL OSHA REQUIRED PERSONAL AIR MONITORING AND HAVE SAMPLES ANALYZED BY AN INDEPENDENT AND CERTIFIED LABORATORY.

AT THE COMPLETION OF THIS PROJECT, OR AS REQUIRED, BRICKLEY ENVIRONMENTAL WILL PROVIDE, COMPLETE DOCUMENTATION i.e. NOTIFICATION LETTERS, WASTE MANIFEST, CERTIFICATE OF INSURANCE, SUPERVISORS DAILY LOGS, ETC.

ALL REGULATED WASTE GENERATED FROM THIS PROJECT WILL BE PROPERLY DISPOSED OF AT AN EPA, STATE OR LOCAL REGULATORY AGENCY APPROVED DISPOSAL FACILITY, UTILIZING THE APPROPRIATE WASTE DISPOSAL MANIFEST.

OWNER TO PROVIDE WATER AND ELECTRIC AT JOB SITE. BRICKLEY ENVIRONMENTAL WILL PROVIDE NECESSARY CONNECTIONS.

**WORK SHALL BE PERFORMED IN ACCORDANCE WITHIN OSHA, EPA, AND STATE REGULATIONS:**  
THE ABOVE WORK TO BE COMPLETED IN A SUBSTANTIAL AND WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES FOR THE SUM OF:

**FORTY THREE THOUSAND THREE HUNDRED THIRTY FIVE\*\*\*\*\*DOLLARS (\$43,335.00)**

**A. TERMS: DUE UPON RECEIPT**

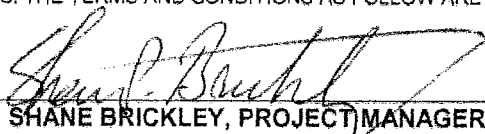
CONTRACT PRICE IS BASED ON PAYMENT IN FULL; EXPLICITLY, RETENTION WILL NOT BE WITHHELD FROM PAYMENT(S).

B. THIS PROPOSAL MAY BE WITHDRAWN BY BRICKLEY ENVIRONMENTAL IF NOT ACCEPTED WITHIN 30 DAYS.

C. CONTRACTOR WILL MAINTAIN INSURANCE IN THE AMOUNT OF \$1,000,000.00 OR AS REQUIRED BY SPECIFICATIONS.

D. CONDITIONS: THE TERMS AND CONDITIONS AS FOLLOW ARE EXPRESSLY INCORPORATED INTO THIS CONTRACT.

BY:

  
SHANE BRICKLEY, PROJECT MANAGER

PL

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

CAPISTRANO USD

22934

CLIENT

PROPOSAL #

DATE

AUTHORIZED SIGNATURE

TITLE

## ADDITIONAL TERMS & CONDITIONS OF CONTRACT

CONTRACT PRICE IS BASED ON PAYMENT IN FULL; EXPLICITLY, RETENTION WILL NOT BE WITHHELD FROM PAYMENT(S).

**TERMS: DUE UPON RECEIPT.** INTEREST AT THE RATE OF 1½% PER MONTH WILL BE CHARGED ON ALL PAST DUE ACCOUNTS. IN THE EVENT OF FAILURE TO PAY ANY OF THE AMOUNTS DUE ON THIS INVOICE, ALL COLLECTION COSTS, AND/OR ATTORNEY'S FEES IN THE COLLECTION OF ANY SUCH AMOUNT, WILL BE PAID BY THE CLIENT.

UNLESS OTHERWISE STATED IN THIS PROPOSAL, BRICKLEY ENVIRONMENTAL WILL PROVIDE ONLY THE OSHA REQUIRED PERSONAL AIR MONITORING. THE OWNER SHALL PROVIDE, AT THEIR COST, ALL ADDITIONAL TESTING AND ALL FINAL CLEARANCE TESTING OR RETESTING ON THIS PROJECT.

THIS BID OFFER IS BASED ON REMOVAL OF CERTAIN TYPES AND QUANTITIES OF HAZARDOUS AND NON-HAZARDOUS MATERIALS AS LISTED IN THE PROPOSAL. IF ADDITIONAL OR CONCEALED HAZARDOUS MATERIALS ARE FOUND AND THE OWNER CHOOSES ABATEMENT, A CHANGE ORDER WILL BE REQUIRED TO ALLOW THE ADDITIONAL COSTS AND TIME TO COMPLETE THE ADDITIONAL WORK.

PLEASE BE ADVISED THAT THE OWNER OF THE PROPERTY AND GENERATOR OF ANY HAZARDOUS MATERIALS MAY BE SUBJECT TO MANIFEST / EPA NUMBER FEES ISSUED BY THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL (DTSC). ALL FEES ISSUED BY DTSC ARE THE RESPONSIBILITY OF THE OWNER / GENERATOR. FEES ARE BILLED DIRECTLY FROM DTSC AND ARE NOT INCLUDED IN THE CONTRACT AMOUNT.

ALTHOUGH BRICKLEY ENVIRONMENTAL TAKES PRECAUTIONS TO AVOID DAMAGE TO FINISHED SURFACES, SOME DAMAGE MAY OCCUR. BRICKLEY ENVIRONMENTAL SHALL NOT BE RESPONSIBLE FOR ANY SUCH REASONABLE COSMETIC DAMAGES NOR SHALL PAYMENTS TO BRICKLEY ENVIRONMENTAL BE REDUCED OR WITHHELD AS A RESULT THEREOF. I.e. DAMAGES STEMMING FROM PLACEMENT OR REMOVAL OF POLYETHYLENE AND WOOD/DRYWALL BARRIERS AND FASTENING MATERIALS WHICH ARE REQUIRED TO HOLD BARRICADES IN PLACE DURING ABATEMENT. ALL REPAIRS OR REFINISHING WILL BE PERFORMED ONLY UNDER SEPARATE WRITTEN AGREEMENT OR CHANGE ORDER BETWEEN BRICKLEY ENVIRONMENTAL AND OWNER.

BRICKLEY ENVIRONMENTAL IS NOT RESPONSIBLE FOR WATERPROOFING, WATERTIGHT, BUILD-BACK, AND SECURING THE SITE AND SURROUNDING AREAS AFTER THE TEAR-OFF/REMOVAL OF BUILDING COMPONENTS UNLESS SPECIFICALLY ADDRESSED IN THIS PROPOSAL.

THE OWNER, BY ACCEPTANCE OF BRICKLEY ENVIRONMENTAL BID OFFER, HEREBY AGREES TO ABSOLVE BRICKLEY ENVIRONMENTAL OF ANY AND ALL RESPONSIBILITY FOR ITEMS OR OBJECTS WHICH MAY BE REPORTED DAMAGED, DESTROYED OR MISSING, UNLESS OWNER CAN PROVE BY A PREPONDERANCE OF THE EVIDENCE THAT AN EMPLOYEE OR SUB CONTRACTOR OF BRICKLEY ENVIRONMENTAL IS THE RESPONSIBLE PARTY.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

**EXTENSION NO. 2 OF AGREEMENT NO. ICA 1213084**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**BARBER & GONZALES CONSULTING GROUP**

Independent Contractor Agreement No. ICA 1213084 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Barber & Gonzales Consulting Group shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$30,000.

Except as set forth in this Extension Agreement, and Board approved on June 27, 2012, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Barber & Gonzales Consulting Group**

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

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

Terry Fluent

\_\_\_\_\_

Print Name

Director, Purchasing

\_\_\_\_\_

Title

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

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





PARADIGM PILGRIMS  
in

Communication • Organizational Effectiveness • Negotiation

Ms. Jodee Brentlinger  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

Re.: Contract modification.

Dear Jodee:

Please allow this letter to memorialize our previous conversation about the financial constraints facing the district and the capacity of Barber & Gonzales to adjust our rate. Because of the nature of our work with both public and private sector clients we are well aware of the serious, and in some cases "dire", financial realities faced by all.

As we mentioned we will be pleased to reduce our daily rate by 10% to \$2160.00. We will continue to bill all travel and material expenses without markup.

Also, as we discussed with your negotiations team and CSEA the identification of additional negotiations dates for Spring is in order. I have listed in an email (for easier circulation) a selection of potential dates which I have placed on my calendar "in pencil" so that we can use them as a starting place to identify dates that may be more suitable to all calendars.

Please let me know if you will need further information from me in regard to either of these above items.

Sincerely,

Steve Barber  
BARBER & GONZALES CONSULTING GROUP

**Please reply to**

8035 South Lake Circle; Granite Bay, CA 95746  
201 University Ave. # F-210; Berkeley, CA 94710  
801 Henry Ford Ave. #D11 Wilmington, CA 90744

Phones 916 786-4368; 916-847-9064 cell • Fax 916 786-0750 • Email [steve@paradigmpilgrim.com](mailto:steve@paradigmpilgrim.com)  
Web page [www.paradigmpilgrim.com](http://www.paradigmpilgrim.com)



PARADIGM PILGRIMS  
in

Communication • Organizational Effectiveness • Negotiation

May 25, 2011

Jodee Brentlinger  
Assistant Superintendent  
Personnel Services  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

Re: Cultural Transformation

Dear Ms. Brentlinger:

Thank you again for our recent telephone conversation. Digital connections will never replace the human voice when it comes to covering a lot of ground and developing understanding. In pursuit of that let me say that my understanding from our conversation is that the parties to the relationship between CSEA and the District see an opportunity at this time to initiate an effort to transform that relationship. Further, that this opportunity exists with not only the practice of contract negotiations but with regard to relationships and decision making practices throughout the district as a "workplace" for CSEA members and District managers/supervisors.

Importantly, I also understand that the parties are committed to initiating the steps necessary to operationalize this opportunity. Based upon this understanding I am pleased to outline here the specifics involved in such an initiative. This outline reflects the general comments I made during our conversation, and it reflects the thinking of the organizational development community that the most effective approach to transforming the culture of an ongoing, "can't shut down to re-tool" organization such as a school district is to become a "learning organization". Accordingly, this outline reflects a "learning curve" that is also designed to eventually eliminate, except for periodic review and refreshment, the necessity of an intervening, outside consultant.

**Please reply to**

8035 South Lake Circle; Granite Bay, CA 95746  
201 University Ave. # F-210; Berkeley, CA 94710  
801 Henry Ford Ave. #D11 Wilmington, CA 90744

Phones 916 786-4368; 916-847-9064 cell • Fax 916 786-0750 • Email [steve@paradigmpilgrim.com](mailto:steve@paradigmpilgrim.com)

Web page [www.paradigmpilgrim.com](http://www.paradigmpilgrim.com)

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The professional literature, and my own practice over the past 26 years, reveals that with an ongoing organization the most impactful and cost effective approach to learning is to adopt an "action learning" model. This involves combining outright training with the application of the concepts, principles, and elements presented in that training with their specific application to real issues and opportunities in real time. In addition so as to eventually reduce the reliance upon an outside, intervening consultant as well as develop the capacity internally to both proceed with and sustain the desired cultural transformation a "train the trainers" approach to this model is also recommended herein.

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The initial training increment consists of three days. A component of the third day of training is the development of an agenda of real opportunities upon which the decision making model introduced during the training can be applied. Between the initial training increment and the second, which should follow some ten or so business days later, the trainer/facilitator and the negotiators schedule at least one day to apply the skills learned in the first three days to actual agenda items.

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801 Henry Ford Ave. #D11 Wilmington, CA 90744

**Phones** 916 786-4368 off 916 847-9064 cell • **Fax** 916 786-0750 • **Email** [steve@paradigmpilgrim.com](mailto:steve@paradigmpilgrim.com)

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Between the second and third increments of the training the negotiators and trainer/facilitator invest another full day continuing the work begun on the agenda of issues identified by the full group on "day 3" of the training.

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It can be expected that the constituencies of the parties to this initiative will be watching and assessing the effort through their conventional perspectives about labor, management, and workplace relationships. Inevitably, it can be expected that inaccurate characterizations such as "in bed with management" or "giving away the store" will emerge. Just as inevitably the parties closest to this initiative by having participated in the initial 5 days of training and 5 days of application upon real issues will come to realize that the concepts, principles, and elements of the decision making paradigm are appropriate to and have application virtually throughout the entire organization.

Phase two is designed to answer these realizations. This phase is designed to both build capacity within the leadership and throughout the organization to practice and sustain the practice of the decision making approach.

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This pattern is replicated month after month using site based decision making group participants, parent groups etc. as training participants with the facilitators "going to school" on the trainer/facilitator until each of them is comfortable stepping up to present a component of the training, being coached by the trainer/facilitator. Over time a cadre of facilitators becomes comfortable with presenting a sufficient number of training elements such that this cadre becomes a team of trainers without the necessity of relying upon the external consultant. As well, over time more and more staff from throughout the organization become acquainted with the initiative, concepts, principles, and elements such that their application and correct characterization of the initiative become widespread.

### **Graphics:**

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**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of 6/28/12, 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").

**BARBER & GONZALES CONSULTING GROUP**

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 \$30,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and 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: 6/27/12

**CONTRACTOR**

Signature J. Stephen Barber

Name: James Stephen Barber

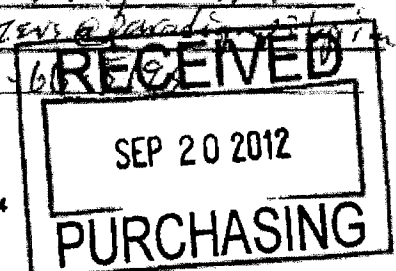
Title: Principal

Address 6035 SO. LAKE CIRCLE

CAPISTRANO, CA 92675

Email Address: STEVE@BARBERGONZALES.COM

FEIN/SSN 564-61





PARADIGM PILGRIMS  
in

Communication • Organizational Effectiveness • Negotiation

Ms. Jodee Brentlinger  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

Re.: Contract modification.

Dear Jodee:

Please allow this letter to memorialize our previous conversation about the financial constraints facing the district and the capacity of Barber & Gonzales to adjust our rate. Because of the nature of our work with both public and private sector clients we are well aware of the serious, and in some cases "dire", financial realities faced by all.

As we mentioned we will be pleased to reduce our daily rate by 10% to \$2160.00. We will continue to bill all travel and material expenses without markup.

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Please let me know if you will need further information from me in regard to either of these above items.

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PARADIGM PILGRIMS

in

Communication • Organizational Effectiveness • Negotiation

May 25, 2011

Jodee Brentlinger  
Assistant Superintendent  
Personnel Services  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

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Importantly, I also understand that the parties are committed to initiating the steps necessary to operationalize this opportunity. Based upon this understanding I am pleased to outline here the specifics involved in such an initiative. This outline reflects the general comments I made during our conversation, and it reflects the thinking of the organizational development community that the most effective approach to transforming the culture of an ongoing, "can't shut down to re-tool" organization such as a school district is to become a "learning organization". Accordingly, this outline reflects a "learning curve" that is also designed to eventually eliminate, except for periodic review and refreshment, the necessity of an intervening, outside consultant.

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# CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675  
TELEPHONE: (949) 234-9441/FAX: 493-4083 [www.capousd.org](http://www.capousd.org)

## BOARD OF TRUSTEES

JOHN M. ALPAY  
PRESIDENT

LYNN HATTON  
VICE PRESIDENT

ANNA BRYSON  
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT  
JOSEPH M. FARLEY, ED. D.

April 18, 2013

Sent via e-mail [steve@paradigmpilgrim.com](mailto:steve@paradigmpilgrim.com)

Barber & Gonzales Consulting Group  
801 Henry Ford Ave. #D11  
Wilmington, CA 90744  
Attention: James Stephen Barber

**Subject: Extension of Contract No. ICA 1213084**

Dear Mr. Barber,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae  
Buyer/Planner, Purchasing

**EXTENSION OF AGREEMENT NO. ICA 1213084**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**BARBER & GONZALES CONSULTING GROUP**

Independent Contractor Agreement No. ICA 1213084 called for an original contract period of July 1, 2012 through June 30, 2013.

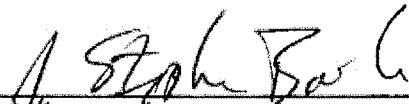
The agreement with Barber & Gonzales Consulting Group shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$30,000.

Except as set forth in this Extension Agreement, and Board approved on June 27, 2012, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Barber & Gonzales Consulting Group**

By:   
Signature

By:   
Signature

Terry Fluent

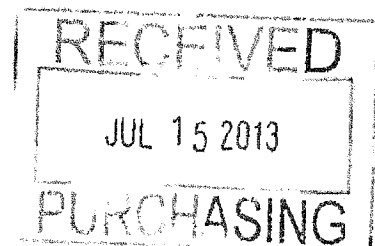
J. STEPHEN BARBER  
Print Name

Director, Purchasing

PRINCIPAL  
Title

Date: 7/29/13

Date: 7/8/13





**BARBER & GONZALES**

**Consulting Group**

PARADIGM PILGRIMS

in

Communication • Organizational Effectiveness • Negotiation

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PARADIGM PILGRIMS

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Communication • Organizational Effectiveness • Negotiation

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Personnel Services  
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#### **Barber & Gonzales Consulting Group**

**Please reply to**

8035 South Lake Circle; Granite Bay, CA 95746

201 University Ave. #F210; Berkeley, CA 94710

801 Henry Ford Ave. #D11 Wilmington, CA 90744

**Phones** 916 786-4368 off. 916 847-9064 cell • **Fax** 916 786-0750 • **Email** [steve@paradigmpilgrim.com](mailto:steve@paradigmpilgrim.com)

**Web page** <http://www.paradigmpilgrim.com>

principles introduced in the first increment as well as add more depth and breadth to those principles and elements.

Between the second and third increments of the training the negotiators and trainer/facilitator invest another full day continuing the work begun on the agenda of issues identified by the full group on "day 3" of the training.

The third increment of training consists of a "day 5" to again refresh the training group on the principles and elements of the decision making model as well as again broaden and add to the concepts.

Following the third increment, with the trainer serving as facilitator, invest another minimum of 3 days (not all at once) applying the decision making principles to actual agenda items. Then, in a "day 6" the full complement of participants assembles again to review and refresh on the principles introduced in the initial 5 days. Of critical importance of "day 6" of the training is that the participants are asked to address and decide the question of whether to continue the initiative. Assuming that the answer to this question is "yes" then, with the trainer/facilitator serving as consultant, the parties are introduced to a technique for assuring the sustenance of the initiative into the future.

### **Phase two: cultivating capacity by training trainers**

It can be expected that the constituencies of the parties to this initiative will be watching and assessing the effort through their conventional perspectives about labor, management, and workplace relationships. Inevitably, it can be expected that inaccurate characterizations such as "in bed with management" or "giving away the store" will emerge. Just as inevitably the parties closest to this initiative by having participated in the initial 5 days of training and 5 days of application upon real issues will come to realize that the concepts, principles, and elements of the decision making paradigm are appropriate to and have application virtually throughout the entire organization.

Phase two is designed to answer these realizations. This phase is designed to both build capacity within the leadership and throughout the organization to practice and sustain the practice of the decision making approach.

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The "train the trainers" component begins with a training session of a minimum of two days designed to introduce the initial participants in the Phase one training to basic facilitation skills. Then using middle management staff and union site representative as training participants the trainer/facilitator with the help of the "facilitators" newly introduced to the craft as support in the training simulations another 5 day training module is initiated.

This pattern is replicated month after month using site based decision making group participants, parent groups etc. as training participants with the facilitators "going to school" on the trainer/facilitator until each of them is comfortable stepping up to present a component of the training, being coached by the trainer/facilitator. Over time a cadre of facilitators becomes comfortable with presenting a sufficient number of training elements such that this cadre becomes a team of trainers without the necessity of relying upon the external consultant. As well, over time more and more staff from throughout the organization become acquainted with the initiative, concepts, principles, and elements such that their application and correct characterization of the initiative become widespread.

### **Graphics:**

Attached as part of this proposal is a rough graphic of what I have described above. Also, I am including a copy of the workbook I use for the training. This book contains background and biographical information. The book also contains some of the professionally published articles authored by yours truly.

### **Cost:**

|  |                         |
|--|-------------------------|
| Trainer / Facilitator / Consultant     | \$2400.00 p/day         |
| Support Facilitator (initial training) | 600.00 p/day            |
| Travel                                 | as billed               |
| Materials                              | est. \$20.00 per person |

#### **Farber & Gonzales Consulting Group**

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**Web page** <http://www.paradigmpilgrim.com>

Jodee, I hope that this outline provides the information and understanding you need to sustain the commitment and approval of your management colleagues and CSEA to proceed with this design. Please do not hesitate to call upon me for more explanation, questions, or materials. I would be happy to meet with you and/or others to personally explain this approach.

Sincerely,

Steve Barber

**Barber & Gonzales Consulting Group**

**Please reply to**

8035 South Lake Circle; Granite Bay, CA 95746

201 University Ave. #F210; Berkeley, CA 94710

801 Henry Ford Ave. #D11 Wilmington, CA 90744

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**Web page** <http://www.paradigmpilgrim.com>

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT  
ICA1213194**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**GOVERNMENT FINANCIAL STRATEGIES, INCORPORATED**

The Independent Contractor Agreement ICA 1213194 with Capistrano Unified School District and Government Financial Strategies, Incorporated called for an original contract period of April 25, 2013, through April 24, 2014.

The contract with Capistrano Unified School District and Government Financial Strategies, Incorporated shall be extended an additional twelve (12) months, covering the period April 25, 2014, through April 24, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$114,225.

Except as set forth in this Extension Agreement, and Board approved on April 24, 2013, all other terms of the contract remain in full force and effect.

**DISTRICT**

**Capistrano Unified School District**

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

Terry Fluent  
Print name

Director, Purchasing  
Title

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

**CONSULTANT**

**Government Financial Strategies  
Incorporated**

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

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

\_\_\_\_\_  
Title

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



## MEMORANDUM

DATE: April 2, 2014  
 TO: Donna Antifae  
 FROM: Keith Weaver *KW*  
 RE: Scope of Work for Financial Advisory Services for FY 2014-15

Donna, we have prepared a scope of work to assist the District with financial advisory services for FY 2014-15. There are several possible financings that are under consideration for FY 2014-15 but none that are definitively scheduled. With this in mind, we've developed a proposed budget for a potential financing, which is the same budget as last year:

|                     | <u>Current<br/>Standard Fee</u> | <u>10%<br/>Discount</u> | <u>Proposed<br/>Fee</u> | <u>Out-of-Pocket<br/>Expenses</u> | <u>Total, Fees<br/>&amp; Expenses</u> |
|---------------------|---------------------------------|-------------------------|-------------------------|-----------------------------------|---------------------------------------|
| Potential Financing | \$65,250                        | \$6,525                 | \$58,725                | \$5,500                           | \$64,225                              |

There are also several planning and consulting projects that we are currently assisting with, and more assistance may be requested in the upcoming fiscal year. For these types of projects, we work on an hourly basis and would propose a separate scope of work for those services. Our current hourly billing rate is \$225 per hour, plus out-of-pocket expenses. Travel time is billed at half the rate, \$112.50 per hour. As we only bill for hours worked, if less time is needed then it will be to the District's benefit.

For consulting services, we would suggest an hourly not-to-exceed budget of \$50,000. Including the proposed financing budget above of \$64,225, this would be a total budget of \$114,225.

The types of services we expect to provide to the District include:

- Review of the District's outstanding debt, consideration of refinancing opportunities, and analysis of debt structuring, taxpayer obligations, and District facilities needs.
- Modeling of existing financing obligations and possible financing opportunities.
- Present to the Board regarding outstanding and potential financings.
- When beginning a financing, minimize costs of issuance by soliciting bids for bond counsel services, trustee/paying agent services, and other costs when feasible.
- In consultation with the District and interested parties, prepare the schedule and bond terms.
- Prepare the official statement (the primary disclosure document), incorporating financial and other due diligence information.
- Review legal documents prepared by bond counsel.
- Coordinate with the rating agency and assist with a rating review.
- Coordinate with bond insurers to solicit bids and analyze bond insurance options.
- Achieve the lowest possible interest rate by soliciting bids from underwriters through a competitive bidding process, or when appropriate, negotiate the interest rate pricing.
- Coordinate closing activities with the other interested parties.

From the founding of our firm, our commitment to our clients has been "100 percent satisfaction guaranteed, 100 percent of the time". We look forward to providing the District with this high level of service.

Donna, please feel free to call us with any questions. Thank you!

KW/abo



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of 4-25-13, 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").

### GOVERNMENT FINANCIAL STRATEGIES, INCORPORATED

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$252,850.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 4/25/13-4/24/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

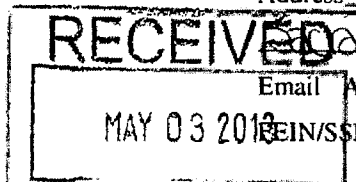
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**DISTRICT**

**CONTRACTOR**

By: Terry Fluert  
 Name: Terry Fluert  
 Title: Director, Purchasing  
 Board Approval Date: 4/24/13

Signature: Lori Palmeri  
 Name: Lori Palmeri  
 Title: President  
 Address: 1728 IV Street, Suite 13  
San Ramon, CA 95814  
 Email Address: lori@qfsi.com  
 EIN/SSN: 95-4193488





**MEMORANDUM**

DATE: March 21, 2013  
TO: Terry Fluent  
FROM: Lori Raineri *LR*  
Keith Weaver *KW*  
RE: Scope of Work for Financial Advisory Services for CFD Bonds

---

Terry, we would like to thank you again for the opportunity to work with Capistrano Unified School District. We have prepared a scope of work to assist the District with refinancing the following:  
Series 2003 Bonds of Improvement Area No. 2002-1 of CFD 90-2 (Talega)  
Series 1998 Bonds of CFD 92-1 (Las Flores)  
Series 1996 Bonds of CFD 88-1

We also anticipate assisting with the issuance of new CFD bonds:  
Series 2013 Bonds of CFD 2005-1 (Whispering Hills)

The services we expect to provide to the District include:

- Review of the District's CFD areas, taxation formulas, taxation amounts, bond amounts, authorized facilities projects, outstanding debt, and other parameters associated with each of the CFDs.
- Analysis of refinancing opportunities for the District's CFD bonds.
- Analysis and assistance with determining optimal use of savings achieved through refinancing the District's CFD bonds.
- Model the CFD tax revenues and bond repayment for the refinancings and new issuance of CFD bonds.
- Assistance with mapping a process and timeline for completion of the CFDs.
- Presentation to the Board regarding the potential refinancing opportunities, new issuance of CFD bonds, and long-term plans for the CFDs.
- Consider the optimal structure of the CFD bonds, whether they be individually issued or pooled via a joint powers authority.
- Minimize costs of issuance by soliciting bids for bond counsel services, trustee/paying agent services, and other costs when feasible.
- In consultation with the District and interested parties, prepare the schedule and bond terms.
- Prepare the official statement (the primary disclosure document), incorporating financial and other due diligence information.
- Review legal documents prepared by bond counsel, including authorizing resolution, closing documents, etc.
- Coordinate with the rating agency and assist with a rating review.
- Coordinate with bond insurers to solicit bids and analyze the potential benefits of bond insurance options.
- Achieve the lowest possible interest rate by soliciting bids from underwriters through a competitive bidding process.
- Coordinate closing activities with the other interested parties.

Our proposed fees and expenses for the refinancings and new CFD bond issuance are shown below:

| <u>Potential CFD Bond Issuance Under Consideration</u>        | <u>Current<br/>Standard Fee</u> | <u>10%<br/>Discount</u> | <u>Proposed<br/>Fee</u> | <u>Out-of-Pocket<br/>Expenses</u> | <u>Fees and<br/>Expenses</u> |
|---|---------------------------------|-------------------------|-------------------------|-----------------------------------|------------------------------|
| Refinancing of Series 2003 Bonds of IA No. 2002-1 of CFD 90-2 | \$65,250                        | \$6,525                 | \$58,725                | \$5,500                           | \$64,225                     |
| Refinancing of Series 1998 Bonds of CFD 92-1                  | \$65,250                        | \$6,525                 | \$58,725                | \$5,500                           | \$64,225                     |
| Refinancing of Series 1996 Bonds of CFD 88-1                  | \$65,250                        | \$6,525                 | \$58,725                | \$5,500                           | \$64,225                     |
| Series 2013 Bonds of CFD 2005-1                               | \$60,750                        | \$6,075                 | \$54,675                | \$5,500                           | \$60,175                     |
| Total   | \$256,500                       | \$25,650                | \$230,850               | \$22,000                          | \$252,850                    |

The fee and expense amounts are flat fees to be paid out of the costs of issuance budget associated with the refinancings and new CFD bonds at the time of closing.

To the extent we are able to achieve economies of scale through a structure that allows for the pooling of bonds, we will reduce our fees commensurately with the economies of scale achieved.

If the District would like additional consulting services, we would work on an hourly basis and propose a separate scope of work for those services. Our current hourly billing rate is \$225 per hour, plus out-of-pocket expenses. Travel time is billed at half the rate, \$112.50 per hour. As we only bill for hours worked, if less time is needed then it will be to the District's benefit.

From the founding of our firm, our commitment to our clients has been "100 percent satisfaction guaranteed, 100 percent of the time". We look forward to providing the District with this high level of service.

Terry, please feel free to call us with any questions. Thank you!

LR:KW/abo



# CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675  
TELEPHONE: (949) 234-9441/FAX: 493-4083 [www.capousd.org](http://www.capousd.org)

**BOARD OF TRUSTEES**  
JOHN M. ALPAY  
PRESIDENT

LYNN HATTON  
VICE PRESIDENT

GARY PRITCHARD, PH.D.  
CLERK

ELLEN M. ADDONIZIO

ANNA BRYSON

AMY HANACEK

JIM REARDON

**SUPERINTENDENT**  
JOSEPH M. FARLEY, ED.D.

March 11, 2014

Sent via e-mail [lori@gfsi.com](mailto:lori@gfsi.com)

Government Financial Strategies, Inc.  
1228 N. Street, Suite 13  
Sacramento, CA 95814  
Attn: Lori Raineri

**Subject: Extension of Contract No. ICA 1213194**

Dear Ms. Raineri,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on April 24, 2014.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period April 25, 2014, through April 24, 2015. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2014-2015.

Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Friday, March 21, 2014.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae  
Buyer/Planner, Purchasing

enc.

**MEMORANDUM**

DATE: March 21, 2013  
TO: Terry Fluent  
FROM: Lori Raineri *LR*  
Keith Weaver *KW*  
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- Minimize costs of issuance by soliciting bids for bond counsel services, trustee/paying agent services, and other costs when feasible.
- In consultation with the District and interested parties, prepare the schedule and bond terms.
- Prepare the official statement (the primary disclosure document), incorporating financial and other due diligence information.
- Review legal documents prepared by bond counsel, including authorizing resolution, closing documents, etc.
- Coordinate with the rating agency and assist with a rating review.
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| Series 2013 Bonds of CFD 2005-1                               | \$60,750                        | \$6,075                 | \$54,675                | \$5,500                           | \$60,175                     |
| Total   | \$256,500                       | \$25,650                | \$230,850               | \$22,000                          | \$252,850                    |

The fee and expense amounts are flat fees to be paid out of the costs of issuance budget associated with the refinancings and new CFD bonds at the time of closing.

To the extent we are able to achieve economies of scale through a structure that allows for the pooling of bonds, we will reduce our fees commensurately with the economies of scale achieved.

If the District would like additional consulting services, we would work on an hourly basis and propose a separate scope of work for those services. Our current hourly billing rate is \$225 per hour, plus out-of-pocket expenses. Travel time is billed at half the rate, \$112.50 per hour. As we only bill for hours worked, if less time is needed then it will be to the District's benefit.

From the founding of our firm, our commitment to our clients has been "100 percent satisfaction guaranteed, 100 percent of the time". We look forward to providing the District with this high level of service.

Terry, please feel free to call us with any questions. Thank you!

LR:KW/abo

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT  
NO. ICA 1314174**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**CITY OF SAN CLEMENTE**

Independent Contractor Agreement No. ICA 1314174 with Capistrano Unified School District and the City of San Clemente called for services to be rendered at the rates shown in the agreement.

The “not to exceed” amount on Independent contractor Agreement No. ICA 1314174 shall be amended to \$1,460 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on April 23, 2014, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**City of San Clemente**

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

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

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

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

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

\_\_\_\_\_  
Title

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

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



## City of San Clemente Beaches, Parks & Recreation

100 N. Calle Seville, San Clemente, CA 92672

Phone: (949) 429-8719 Fax: (949) 361-8280

Website: [www.san-clemente.org/recreation](http://www.san-clemente.org/recreation)



Half Time Happenings is a City of San Clemente Recreation Program led by Recreation Leaders that organize exercise activities on the school playground during the lunch period.

Recreation Leaders arrive once or twice a week with a variety of different equipment to introduce games, sports and teamwork while keeping children active and engaged!

The goal of Half Time Happenings is to teach children the importance of consistent and constant activity, sportsmanship and teamwork while avoiding the development of a sedentary and immobile lifestyle.

The following options are based on 10 weeks of school (spring session) which would begin the week of April 14:

- **Option A**  
2 Recreation Leaders, 1 visit per week (40 hours): \$620
- \* • **Option B**  
2 Recreation Leaders, 2 visit per week (80 hours): \$1,200

The following options are based on 39 weeks of school:

- **Option A**  
2 Recreation Leaders, 1 visit per week (156 hours): \$2,310
- **Option B**  
2 Recreation Leaders, 2 visit per week (312 hours): \$4,600

*\*\*These dollar figures are based on an equation that includes benefit costs and other employment costs.*



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of April 24, 2014 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").

### CITY OF SAN CLEMENTE

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 \$1,200 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing April 14, 2014 through April 13, 2015, 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 \_\_\_\_\_



EXHIBIT A

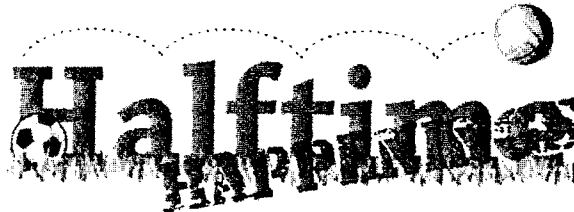


# City of San Clemente Beaches, Parks & Recreation

100 N. Calle Seville, San Clemente, CA 92672

Phone: (949) 429-8719 Fax: (949) 361-8280

Website: [www.san-clemente.org/recreation](http://www.san-clemente.org/recreation)



Half Time Happenings is a City of San Clemente Recreation Program led by Recreation Leaders that organize exercise activities on the school playground during the lunch period.

Recreation Leaders arrive once or twice a week with a variety of different equipment to introduce games, sports and teamwork while keeping children active and engaged!

The goal of Half Time Happenings is to teach children the importance of consistent and constant activity, sportsmanship and teamwork while avoiding the development of a sedentary and immobile lifestyle.

The following options are based on 10 weeks of school (spring session) which would begin the week of April 14:

- **Option A**  
2 Recreation Leaders, 1 visit per week (40 hours): **\$620**
- \* • **Option B**  
2 Recreation Leaders, 2 visit per week (80 hours): **\$1,200**

The following options are based on 39 weeks of school:

- **Option A**  
2 Recreation Leaders, 1 visit per week (156 hours): **\$2,310**
- **Option B**  
2 Recreation Leaders, 2 visit per week (312 hours): **\$4,600**

*\*\*These dollar figures are based on an equation that includes benefit costs and other employment costs.*

**AMENDMENT NO. 2 OF INDEPENDENT CONTRACTOR AGREEMENT  
ICA1314060**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**CAMPCO DAY CAMPS**

The Independent Contractor Agreement ICA 1314060 with Capistrano Unified School District and Campco Day Camps called for an original contract period of September 5, 2013, through September 4, 2014.

The total cost of services requested by the District and provided by the Consultant under this Agreement shall not exceed \$24,265 annually. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this Extension Agreement, and Board approved on August 28, 2013, all other terms of the contract remain in full force and effect.

**CONSULTANT**

**DISTRICT**

**Capistrano Unified School District**

**Campco Day Camps**

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

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

Terry Fluent  
Print name

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

Director, Purchasing  
Title

\_\_\_\_\_  
Title

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

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



Contract No. ICA 1314060

## 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.

☒ 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 Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 9/20/13

**CONTRACTOR**

Signature: Sylvia N. Rosenthal

Name: Sylvia N. Rosenthal

Title: Camp Owner

Address: 26861 Trabuco Rd, Ste E-121

Mission Viejo, CA 92671

Email Address: Sylvia @ camprodaycamps.com

FEIN/SSN: 485-94-6422



26861 Trabuco Road, Suite 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 1<sup>st</sup> 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 <sup>rd</sup> |                                |
| 11:30am-12:15pm | 4 <sup>th</sup> |                                |
| 12:20pm-12:50pm | No Classes      | CampCo staff takes lunch break |
| 12:55pm-1:45pm  | 5 <sup>th</sup> |                                |
| 1:45pm-2pm      | No Classes      | Staff clean-up                 |

#### DAY: Thursdays

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

# CampCo Recreation

26861 Trabuco Road, Suite 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 ASLS 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

June 4, 2013

To Whom it May Concern,

This contract represents an agreement with CampCo to operate a physical education program at Las Palmas. CampCo currently runs the ASES afterschool program and does an excellent job. This program provides a dedicated PE program for students in grades K-5 and is a program the parents of Las Palmas have been asking for for the past few years. It is similar to the program offered at Hankey and Viejo and was modeled after those ones.

The program is funded by PTA (through the CFT account). Please let me know if you have any further questions.

Kristen Nelson

Principal

234.5333



**AMENDMENT NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT  
ICA1213138**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**A TREE OF KNOWLEDGE EDUCATIONAL SERVICES, INCORPORATED**

The Independent Contractor Agreement ICA 1213138 with Capistrano Unified School District and A Tree of Knowledge Educational Services, Incorporated, called for an original contract period of November 15, 2012, through November 14, 2013 at the rates show in the agreement.

The "not to exceed" amount of the contract with Capistrano Unified School District and A Tree of Knowledge Educational Services, Incorporated, shall be amended to \$10,116.96, for additional services as requested by the District.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

**CONSULTANT**

**DISTRICT**

**Capistrano Unified School District**

**A Tree of Knowledge Educational  
Services, Incorporated**

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

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

\_\_\_\_\_  
Terry Fluent  
Print name

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

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

\_\_\_\_\_  
Title

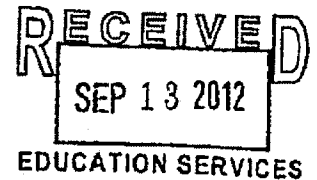
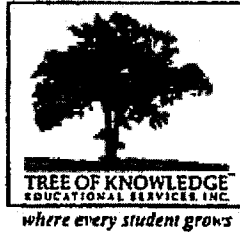
Date: \_\_\_\_\_

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



This Agreement for Contracted Services ("**Agreement**") is effective as of 11/15/2012, 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").

## Page 2 of 7



A Tree of Knowledge Educational Services, Inc.

Corporate Headquarters:

10600 Sepulveda Blvd., Suite #107, Mission Hills, CA 91345

Office 818-256-1666; Toll Free 866-698-6537

Facsimile 818-361-3200

[www.tree-of-knowledge.com](http://www.tree-of-knowledge.com)

## FEE SCHEDULE

This fee schedule pertains to services under the No Child Left Behind Act which offers Supplemental Educational Services (SES) to qualifying students in eligible LEAs. Our fees include pre and post assessments and tutoring.

|                     |                        |
|---------------------|------------------------|
| 1:1 Tutoring        | \$65.00/hr             |
| Group tutoring 10:1 | \$65.00/hr per student |

9/7/2012

  
\_\_\_\_\_  
Brandon Edwards, President

\_\_\_\_\_  
Date



# CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675  
TELEPHONE: (949) 234-9441/FAX: 493-4083 [www.copousd.org](http://www.copousd.org)

## BOARD OF TRUSTEES

JOHN M. ALPAY  
PRESIDENT

LYNN HATTON  
VICE PRESIDENT

ANNA BAYSON  
CLERK

ELLEN M. ADDONIZIO

AMY MANACER

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT  
JOSEPH M. FARLEY, ED D

September 30, 2013

Sent via e-mail [bedwards@tree-of-knowledge.net](mailto:bedwards@tree-of-knowledge.net)

A Tree of Knowledge Educational Services, Inc.  
10600 Sepulveda Blvd., Suite #107  
Mission Hills, CA 91345

**Subject: Extension of Contract No. ICA 1213138, 2013-2014**

Dear Mr. Edwards,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on November 14, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period November 15, 2013 through November 14, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Wednesday, October 2, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

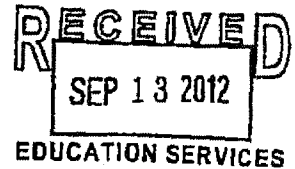
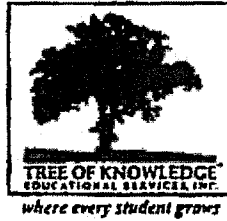
If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae  
Buyer/Planner, Purchasing  
Encl.

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO  
RANCHO SANTA MARGARITA • SAN CLEMENTE • SAN JUAN CAPISTRANO



A Tree of Knowledge Educational Services, Inc.

Corporate Headquarters:

10600 Sepulveda Blvd, Suite #107, Mission Hills, CA 91345

Office 818-256-1666, Toll Free 866-698-6537

Facsimile 818-361-3200

[www.tree-of-knowledge.com](http://www.tree-of-knowledge.com)

## FEE SCHEDULE

This fee schedule pertains to services under the No Child Left Behind Act which offers Supplemental Educational Services (SES) to qualifying students in eligible LEAs. Our fees include pre and post assessments and tutoring.

|                     |                        |
|---------------------|------------------------|
| 1:1 Tutoring        | \$65.00/hr             |
| Group tutoring 10:1 | \$65.00/hr per student |

9/7/2012

  
\_\_\_\_\_  
Brandon Edwards, President

\_\_\_\_\_  
Date

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT  
ICA1213138**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**A TREE OF KNOWLEDGE EDUCATIONAL SERVICES, INCORPORATED**

The Independent Contractor Agreement ICA 1213138 with Capistrano Unified School District and A Tree of Knowledge Educational Services, Incorporated, called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and A Tree of Knowledge Educational Services, Incorporated, shall be extended an additional twelve (12) months, covering the period November 15, 2013, through November 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$14,682.40.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

**CONSULTANT**

**Capistrano Unified School District**

By: Terry Fluent  
Signature

Terry Fluent  
Print name

Director, Purchasing  
Title

Date: 11/7/13

**DISTRICT**

**A Tree of Knowledge Educational  
Services, Incorporated**

By: Brandon Edwards  
Signature

Brandon Edwards  
Print Name

President  
Title

Date: 10/18/13

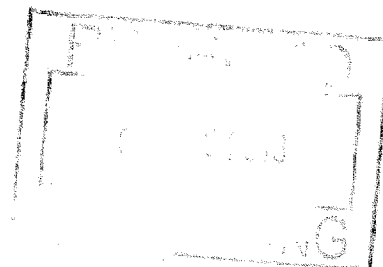
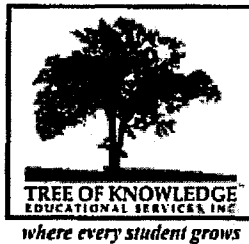


EXHIBIT A



A Tree of Knowledge Educational Services, Inc.

Corporate Headquarters:

10600 Sepulveda Blvd., Suite #107, Mission Hills, CA 91345

Office 818-256-1666; Toll Free 866-698-6537

Facsimile 818-361-3200

[www.tree-of-knowledge.com](http://www.tree-of-knowledge.com)

## FEE SCHEDULE

This fee schedule pertains to services under the No Child Left Behind Act which offers Supplemental Educational Services (SES) to qualifying students in eligible LEAs. Our fees include pre and post assessments and tutoring.

|                     |                        |
|---------------------|------------------------|
| 1:1 Tutoring        | \$58.50/hr             |
| Group tutoring 10:1 | \$58.50/hr per student |

A handwritten signature in black ink, appearing to be "Be", written over a horizontal line.

Brandon Edwards, President

9/7/2012

Date



**AMENDMENT NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT  
NO. ICA 1314122**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**!!#1 AT-HOME TUTORS, INCORPORATED**

Independent Contractor Agreement No. ICA 1314122 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent contractor Agreement No. ICA 1314122 shall be amended to \$23,491.84 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on November 6, 2013, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**!!#1 At-Home Tutors**

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

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

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

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

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

\_\_\_\_\_  
Title

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

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





## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 7, 2013, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

### !!#1 AT-HOME TUTORS, INCORPORATED

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$7,341.20 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing November 15, 2013 through November 14, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

By: Terry Fluent  
 Name: Terry Fluent  
 Title: Director, Purchasing  
 Board Approval Date: 11/6/13

**CONTRACTOR**

Signature: [Signature]  
 Name: Ruben Diaz  
 Title: Manager  
 Address: PO Box 90238  
Los Angeles, CA 90009  
 Email Address: ses@athometutors.net  
 FEIN/SSN: 45-0703450

Fee Schedule

Company name: I I # 1 At-Home Tutors, Inc.

Primary Contact Person: Ruben Diaz, Manager

Mailing Address: P.O. Box 90238 Los Angeles, Ca 90009

E-mail Address: ses@athometutors.net

Phone: 888-928-8867

Fax: 888-738-5904

Hourly Rate: \$36.70

Tutor/ Student Ratio: 1:1

I I # 1 At-Home Tutors, Inc. offers highly effective, specialized one-on-one instruction in the convenience of each student's home or public location such as a public library. Our tutors focus not only on academic improvement, but on building each child's confidence and self-esteem.

Signature: 

Name/Title: Ruben Diaz, Manager

Date: 9/18/2013

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT  
NO. ICA 1314122**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**!!#1 AT-HOME TUTORS**

Independent Contractor Agreement No. ICA 1314122 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent contractor Agreement No. ICA 1314122 shall be amended to \$19,087.12 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on November 6, 2013, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**!!#1 At-Home Tutors**

By:   
Signature

By:   
Signature

Terry Fluent

Ruben Diaz

Print Name

Director, Purchasing

SES Director

Title

Date: 2/10/14

Date: January 31, 2014

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT  
NO. ICA 1314163**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**MERCURY TOURS**

Independent Contractor Agreement No. ICA 1314163 with Capistrano Unified School District and Mercury Tours called for services to be rendered at the rates shown in the agreement.

The “not to exceed” amount on Independent contractor Agreement No. ICA 1314163 shall be amended to \$3,710 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on March 26, 2014, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Mercury Tours**

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

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

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

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

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

\_\_\_\_\_  
Title

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

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



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of **March 27, 2014**, 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").

### Mercury Tours

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 **\$3,500.00** annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing **March 27, 2014 to June 30, 2014**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

**CONTRACTOR**

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

Name: Terry Fluent

Title: Director, Purchasing

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

Signature \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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



**FEE SCHEDULE**  
**PERIOD March 27, 2014 to June 30, 2014**

COMPANY NAME: MERCURY TOURS

REP NAME: FRANCIS VIDUYA

E-MAIL ADDRESS: mercurytrav@yahoo.com

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:

Bus Charter Service

| HOURLY RATE: | Description or Classification | Dollar (\$) Amount |
|--------------|-------------------------------|--------------------|
|              |                               |                    |
|              | Apr 16 From 8:40 AM - 3:00 PM | \$ 860.00          |
|              | Apr 17 From 8:30 AM - 9:30 PM | \$ 1407.00         |
|              | Apr 18 From 8:30 AM - 2:00 PM | \$ 780.00          |
|              |                               |                    |
|              |                               |                    |
|              |                               |                    |
|              |                               |                    |

PARTS PERCENTAGE MARK-UP:

NA

NA

ANY ADDITIONAL CHARGES:

\$ 120.00 PER HOUR IF IT GOES BEYOND THE ENDING TIME.

10% Gratuity to be added on Total Amount. Bridge Tolls

are \$18.00. Parking @ cost if any.



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

May 14, 2014

**RESOLUTION NO. 1314-45**

**TRANSITION PARTNERSHIP PROJECT INTERAGENCY AGREEMENT WITH THE  
CALIFORNIA DEPARTMENT OF REHABILITATION**

---

**BACKGROUND INFORMATION**

The District has benefited from participation in the Transition Partnership Project (TPP) grant since March 1992. The TPP represents a multi-year interagency agreement (Agreement) between the District and the Department of Rehabilitation designed to serve approximately 200 secondary-level students with special needs each year. It is a federally funded, career development program administered by the California Department of Rehabilitation.

The TPP offers transition services to students with disabilities as mandated by the Individuals with Disabilities Education Act. The TPP provides pre-employment classes and training, which includes interest testing, skills assessment, and job-search skills for participating students with disabilities. Career preparation classes provide students with experience and credit toward graduation and their careers. The TPP also includes financial support for job training, career counseling, and job placement assistance to post high school transition-age students. Case management of the TPP participants is another component of the Project.

**CURRENT CONSIDERATIONS**

This agenda item requests approval of the California Department of Rehabilitation Resolution No. 1314-45 for the implementation of the interagency Agreement with the state Department of Rehabilitation for the 2014-2017 school years.

This Agreement provides funding to the District and the local Department of Rehabilitation office to transition students into competitive employment. Specifically, the funding provides for case management staff, pre-employment training, job placement, staff-development services, and clerical support. These services are conducted collaboratively between the District and the local Department of Rehabilitation office. In addition, the District will also receive the services of two state Department of Rehabilitation counselors to plan and coordinate the provision of support services.

**FINANCIAL IMPLICATIONS**

The District will receive approximately \$746,322 per year in funding during the three-year contract to support the project, including staff development, transition case management, pre-employment training, job coaching, job placement, instructional supplies/materials, and transportation.



**STAFF RECOMMENDATION**

It is recommended the Board President recognize Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations, to present information on this item and answer any questions Trustees may have. Following discussion, it is recommended the Board of Trustees approve Resolution No. 1314-45, Transition Partnership Project Interagency Agreement with the California Department of Rehabilitation.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California 92675

**RESOLUTION NO. 1314-45**

**TRANSITION PARTNERSHIP PROJECT INTERAGENCY  
AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF  
REHABILITATION**

*WHEREAS*, the Board of Trustees agrees to the proposed contract and its stipulations between the State of California, Department of Rehabilitation, and Capistrano Unified School District and said Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement.

*IT IS HEREBY RESOLVED* the Board of Trustees does hereby authorize Clark Hampton, Deputy Superintendent, Business and Support Services, to sign and execute any and all documents required by the California Department Of Rehabilitation to effectuate the execution of contracts and/or amendments except to increase the financial liability of said corporation or public agency. This authorization shall remain in effect until the expiration of the contract and shall automatically expire at that time, unless earlier revoked or extended by the Board of Directors.

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 14<sup>th</sup> day of May 2014, by a roll call vote.

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Gary Pritchard, Ph.D.  
Clerk of the Board of Trustees

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



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**JOINT POWERS AGREEMENT**  
**BETWEEN THE**  
**COUNTY OF ORANGE**  
**AND**  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**THIS AGREEMENT** is entered into this Twenty-first day of March, 2014, which date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and CAPISTRANO UNIFIED SCHOOL DISTRICT, a public school district, hereinafter referred to as "DISTRICT."

**WITNESSETH:**

**WHEREAS**, DISTRICT is authorized by Government Code Section 6500 et seq. to enter into joint powers agreements, and

**WHEREAS**, DISTRICT wishes to contract with COUNTY for supplemental law enforcement services;

**WHEREAS**, COUNTY is agreeable to the rendering of such services as authorized in Government Codes sections 6500 et seq. and 54981 on the terms and conditions hereinafter set forth;

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

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1 **A. TERM:**

2 The term of this Agreement shall be the period July 1, 2014 through June 30,  
3 2015, unless earlier terminated by either party in the manner set forth herein.

4 **B. OPTIONAL TERMINATION:**

5 COUNTY or DISTRICT may terminate this Agreement, without cause, upon  
6 thirty (30) days written notice to the other party specifying the desired date of  
7 termination.

8 **C. SERVICES BY COUNTY:**

9 1. COUNTY, through its Sheriff-Coroner and deputies, officers and  
10 employees, hereinafter referred to as "SHERIFF", shall render to  
11 DISTRICT supplemental law enforcement services as hereinafter provided.

12 2.a. At the request of DISTRICT, SHERIFF may provide patrol services for  
13 functions, such as athletic events, school dances, assemblies, conducted  
14 on DISTRICT owned, leased or operated property. DISTRICT shall  
15 reimburse COUNTY for such services at an amount computed by  
16 SHERIFF, based on the current year's COUNTY law enforcement cost  
17 study.

18 2.b. No later than ten (10) days before a function where services are required,  
19 DISTRICT shall notify SHERIFF of the nature of the scheduled function.  
20 SHERIFF shall then ascertain the deployment of law enforcement  
21 personnel and equipment needed and shall notify DISTRICT of the  
22 estimated cost of said personnel and equipment.

23 **D. PAYMENT:**

24 1. DISTRICT agrees to pay to COUNTY the total costs of performing the  
25 services mutually agreed upon in this Agreement. The cost of services  
26 includes: salaries, wages, benefits, mileage, services, supplies, and  
27 divisional, departmental and COUNTY General overhead.

28 //

- 1 **D. PAYMENT:** (Continued)
- 2 2. The rate charged to DISTRICT by COUNTY shall be computed by SHERIFF
- 3 in accordance with COUNTY's law enforcement cost study in effect at the
- 4 time the services are provided.
- 5 3. COUNTY shall invoice DISTRICT quarterly for said services.
- 6 4. DISTRICT shall pay COUNTY in accordance with COUNTY Billing Policy, a
- 7 copy of which is attached hereto as Attachment A and incorporated herein
- 8 by reference.
- 9 5. COUNTY shall charge DISTRICT late payment penalties in accordance with
- 10 said COUNTY Billing Policy.

- 11 **E. NOTICES:**
- 12 1. Except for the notices provided for in Subsection 2 of this Section, all
- 13 notices authorized or required by this Agreement shall be effective when
- 14 written and deposited in the United States mail, first class postage prepaid
- 15 and addressed as follows:
- 16 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
- 17 SHERIFF-CORONER DEPARTMENT
- 18 320 NORTH FLOWER STREET, SUITE 108
- 19 SANTA ANA, CA 92703
- 20 **DISTRICT:** ATTN: DIRECTOR OF PURCHASING
- 21 CAPISTRANO UNIFIED SCHOOL DISTRICT
- 22 33122 VALLE ROAD
- 23 SAN JUAN CAPISTRANO, CA 92675-4853
- 24 2. Termination notices shall be effective when written and deposited in the
- 25 United States mail, certified, return receipt requested and addressed as
- 26 above.

- 27 **F. STATUS OF COUNTY:**
- 28 COUNTY, including SHERIFF, is, and shall at all times be deemed to be, an
- independent contractor. Nothing herein contained shall be construed as creating
- the relationship of employer and employee or principal and agent between

1 **F. STATUS OF COUNTY:** (Continued)

2 DISTRICT and COUNTY or any of COUNTY's agents or employees. COUNTY,  
3 its agents and employees shall not be entitled to any rights or privileges of  
4 DISTRICT employees and shall not be considered in any manner to be  
5 DISTRICT employees.

6 **G. ENTIRE AGREEMENT/AMENDMENT:**

7 This Agreement fully expresses all understanding of DISTRICT and COUNTY  
8 with respect to the subject matter of this Agreement and shall constitute the total  
9 Agreement between the parties for these purposes. No addition to, or alteration  
10 of, the terms of this Agreement shall be valid unless made in writing, formally  
11 approved and executed by duly authorized agents of both parties.

12 **H. INDEMNIFICATION:**

13 COUNTY, its officers, and employees, shall not be deemed to have assumed  
14 any liability for the negligence or any other act or omission of DISTRICT or any  
15 of its officers or employees.

16 DISTRICT shall indemnify and hold harmless COUNTY and, its elected and  
17 appointed officials, officers, and employees from any claim, demand or liability  
18 whatsoever based or asserted upon any act or omission of DISTRICT, its  
19 officers, and employees, related to this Agreement, for property damage, bodily  
20 injury or death or any other element of damage of any kind or nature, and  
21 DISTRICT shall defend, at its expense including attorney fees, and with counsel  
22 approved in writing by COUNTY, COUNTY and its elected and appointed  
23 officials, officers, and employees in any legal action or claim of any kind based  
24 or asserted upon such alleged acts or omissions. If judgment is entered against  
25 DISTRICT and COUNTY by a court of competent jurisdiction because of the  
26 concurrent active negligence of COUNTY, DISTRICT and COUNTY agree that  
27 liability will be apportioned as determined by the court. Neither party shall  
28 request a jury apportionment.



1   **H.    INDEMNIFICATION: (Continued)**  
2       COUNTY shall indemnify and hold DISTRICT and its elected and appointed  
3       officials, officers, and employees, free and harmless from any claim or liability  
4       whatsoever, based or asserted upon any act or omission of COUNTY, or its  
5       elected and appointed officials, officers, and employees, related to this  
6       Agreement, for property damage, bodily injury or death, or any other element of  
7       damage of any kind or nature, and COUNTY shall defend, at its expense,  
8       including attorney fees, DISTRICT, and its elected and appointed officials,  
9       officers, and employees in any legal action or claim of any kind based or  
10      asserted upon such alleged acts or omissions.

11   **I.    ASSIGNMENT:**  
12      The services to be rendered by COUNTY shall not be assigned by COUNTY  
13      and/or SHERIFF.

14   **J.    GOVERNING LAW:**  
15      The terms and conditions of this Agreement shall be governed by the laws of  
16      California.

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**IN WITNESS WHEREOF**, the parties have executed the AGREEMENT  
in the County of Orange, State of California.

DATED: \_\_\_\_\_

CAPISTRANO UNIFIED SCHOOL DISTRICT

BY: \_\_\_\_\_

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

-----

DATED: \_\_\_\_\_

COUNTY OF ORANGE

BY: \_\_\_\_\_

Sheriff-Coroner

APPROVED AS TO FORM:

Office of the County Counsel  
Orange County, California

BY:  \_\_\_\_\_

Deputy

DATED: 3-20-14

**COUNTY BILLING POLICY**  
**APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992**

**I. POLICY**

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

**II. DEFINITIONS**

- A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.
- B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

**III. FIXED PRICE CONTRACTS**

- A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.
- B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:
  - 1. Annual Billings that total \$10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than \$10,000 but not more than \$200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.
3. Monthly Billings that are greater than \$200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

#### IV. ACTUAL COST CONTRACTS

- A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.
- B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

#### V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

## VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.
- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.
- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus \$100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

## VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

## VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced \$48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be \$44,000, representing 11/12ths of the total amount. In July 19X1, the \$44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

X. COST RECOVERY

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.



INCOME AGREEMENT  
CAPISTRANO UNIFIED SCHOOL DISTRICT

This AGREEMENT is hereby entered into this 28<sup>th</sup> day of January, 2014, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services and advice; and

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

NOW, THEREFORE, the parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work and SUPERINTENDENT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, SUPERINTENDENT shall provide the following services for Special Education Services:



1 1.1 Provide the services of Joselynnne Jaques for speech  
2 and language assessments and consultations for  
3 students.

4 2.0 TERM. This AGREEMENT shall commence on January 28, 2014, and  
5 end on June 30, 2014, subject to termination as set forth in Section  
6 9.0 of this AGREEMENT.

7 3.0 COMPENSATION.

8 A. DISTRICT agrees to pay SUPERINTENDENT for services  
9 satisfactorily performed pursuant to Section 1.0 of this AGREEMENT a  
10 total sum not to exceed Nine thousand dollars (\$9,000.00) for  
11 services satisfactorily rendered pursuant to Section 1.0 of this  
12 AGREEMENT. Reimbursement for services shall be made at the rate of  
13 One hundred twenty five dollars (\$125.00) per hour.

14 B. Payment shall be mailed to: Orange County Superintendent  
15 of Schools, Attn: Accounting Manager, 200 Kalmus Drive, P.O. Box  
16 9050, Costa Mesa, California 92628-9050, or at such other place as  
17 SUPERINTENDENT may designate in writing.

18 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of  
19 this AGREEMENT, shall be and act as an independent contractor.  
20 SUPERINTENDENT understands and agrees that SUPERINTENDENT and  
21 SUPERINTENDENT'S employees shall not be considered officers,  
22 employees or agents of the DISTRICT and are not entitled to benefits  
23 of any kind or nature normally provided employees of the DISTRICT  
24 and/or to which DISTRICT'S employees are normally entitled,  
25 including, but not limited to, State Unemployment Compensation or  
Workers' Compensation. SUPERINTENDENT assumes the full responsibility

1 for the acts and/or omissions of its employees or agents as they  
2 relate to the services to be provided under this AGREEMENT.  
3 SUPERINTENDENT shall assume full responsibility for payment of all  
4 federal, state and local taxes or contributions, including  
5 unemployment insurance, social security and income taxes with respect  
6 to SUPERINTENDENT'S employees.

7 5.0 HOLD HARMLESS/INDEMNIFICATION.

8 A. SUPERINTENDENT hereby agrees to indemnify, defend, and  
9 hold harmless DISTRICT, its Governing Board, officers, agents, and  
10 employees from liability and claims of liability for bodily injury,  
11 personal injury, sickness, disease, or death of any person or  
12 persons, or damage to any property, real personal, tangible or  
13 intangible, arising out of the negligent acts or omissions of  
14 employees, agents or officers of SUPERINTENDENT or the Orange County  
15 Board of Education during the period of this AGREEMENT.

16 B. DISTRICT hereby agrees to indemnify, defend, and hold  
17 harmless SUPERINTENDENT, the Orange County Board of Education, and  
18 its officers, agents, and employees from liability and claims of  
19 liability for bodily injury, personal injury, sickness, disease, or  
20 death of any person or persons, or damage to any property, real,  
21 personal, tangible or intangible, arising out of the negligent acts  
22 or omissions of employees, agents or officers of DISTRICT during the  
23 period of this AGREEMENT.

24 6.0 ASSIGNMENT. SUPERINTENDENT or DISTRICT shall not subcontract  
25 or assign the performance of any of the services in this AGREEMENT  
with out prior written approval of the party.

1 7.0 TOBACCO USE POLICY. In the interest of public health, the  
2 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
3 use of any tobacco products are prohibited in buildings and vehicles,  
4 and on any property owned, leased or contracted for by the  
5 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to  
6 abide with conditions of this policy could result in the termination  
7 of this AGREEMENT.

8 8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that  
9 they will not engage in unlawful discrimination in employment of  
10 persons because of race, color, religious creed, national origin,  
11 ancestry, physical handicap, medical condition, marital status, or  
12 sex of such persons.

13 9.0 TERMINATION. Either party may terminate this AGREEMENT with  
14 or without reason with the giving of thirty (30) days written notice  
15 to the other party. DISTRICT shall compensate SUPERINTENDENT only  
16 for services satisfactorily rendered to the date of termination.  
17 Written notice by DISTRICT shall be sufficient to stop further  
18 performance of services by SUPERINTENDENT. Notice shall be deemed  
19 given when received by the SUPERINTENDENT or DISTRICT or no later  
20 than three (3) days after the day of mailing, whichever is sooner.

21 10.0 NOTICE. All notices or demands to be given under this  
22 AGREEMENT by either party to the other, shall be in writing and given  
23 either by: (a) personal service or (b) by U.S. Mail, mailed either by  
24 registered or certified mail, return receipt requested, with postage  
25 prepaid. Service shall be considered given when received if  
personally served or if mailed on the third day after deposit in any

1 U.S. Post Office. The address to which notices or demands may be  
2 given by either party may be changed by written notice given in  
3 accordance with the notice provisions of this section. At the date  
4 of this AGREEMENT, the addresses of the Parties are as follows:

5 DISTRICT: Capistrano Unified School District  
33122 Valle Road  
6 San Juan Capistrano, California 92675  
Attn: \_\_\_\_\_

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

10 11.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to  
11 seek redress for violation of, or to insist upon, the strict  
12 performance of any term or condition of this AGREEMENT shall not be  
13 deemed a waiver by that party of such term or condition, or prevent a  
14 subsequent similar act from again constituting a violation of such  
15 term or condition.

16 12.0 SEVERABILITY. If any term, condition or provision of this  
17 AGREEMENT is held by a court of competent jurisdiction to be invalid,  
18 void, or unenforceable, the remaining provisions will nevertheless  
19 continue in full force and effect, and shall not be affected,  
20 impaired or invalidated in any way.

21 13.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
22 shall be governed by the laws of the State of California with venue  
23 in Orange County, California.

24 14.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
25 attached hereto constitute the entire agreement among the Parties to  
it and supersedes any prior or contemporaneous understanding or

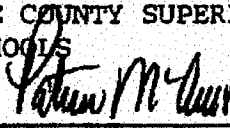
1 agreement with respect to the services contemplated, and may be  
2 amended only by a written amendment executed by both Parties to the  
3 AGREEMENT.

4 IN WITNESS WHEREOF, the Parties hereto set their hands.

5 DISTRICT: CAPISTRANO UNIFIED  
6 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

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

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

8 PRINTED NAME: \_\_\_\_\_

PRINTED NAME: Patricia McCaughey

9 TITLE: \_\_\_\_\_

TITLE: Coordinator

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

DATE: April 2, 2014

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**EXTENSION OF  
SOFTWARE LICENSE AND SUPPORT AGREEMENT**

**(Capistrano Unified School District)**

Pursuant to Section 1 of that certain Software License and Support Agreement by and between Illuminate Education, Inc., a California corporation (“**Vendor**”), and Capistrano Unified School District (“**District**”) entered into as of May 26, 2011 (the “**Agreement**”), Vendor and District hereby mutually agree that the term of the Agreement, which would otherwise expire as of June 30, 2014, is hereby extended until June 30, 2015. All other terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Extension effective as of July 1, 2014.

ILLUMINATE EDUCATION, INC.

By: \_\_\_\_\_  
Lane Rankin, President

CAPISTRANO UNIFIED SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

## SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Agreement is made by and between Illuminate Education, Inc., a California Corporation ("Vendor") and Capistrano Unified School District ("District").

### RECITALS

WHEREAS, District is desirous of obtaining a Software System for data and assessment management

WHEREAS, the vision of District is to implement a web-based Data and Assessment Management system and

WHEREAS, Vendor is specially skilled, trained, experienced and competent to render the services and advice described above, and District requires these services and advice.

NOW, THEREFORE, Vendor and District mutually agree as follows:

1. Term of Agreement. The initial term of this Agreement shall be from May 26, 2011 through June 30, 2012 with four (4) annual renewal periods upon mutual agreement, not to exceed a total contract term of June 30, 2016.
2. License of Illuminate Data and Assessment Management System. Vendor hereby licenses its Illuminate district reporting software ("Software") to District. District and District employees may use the Software for each of the locations listed on Exhibit "A" attached to this Agreement. As new schools sites are added throughout the District, District and district employees will be provided access to the Software for those sites. The District may not use the Software outside the District and may not sublicense or assign its rights under this license to any other party.
3. Non-Exclusivity. The license granted to District hereunder is non-exclusive.
4. Independent Contractor. Vendor represents and warrants that it is experienced in its profession. In performing its obligations and services under this Agreement, Vendor is an independent contractor and is not acting as an agent or employee of District. Nothing contained in this Agreement shall be deemed, construed or represented by the District, Vendor or any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the District or Vendor.
5. Task List. A preliminary list of tasks and associated completion dates are set forth on Exhibit "B" attached to this Agreement.
6. Hosting. District's data will be hosted on Vendor's server (included in the annual fee).
7. Importing of Data. Vendor shall import District's data into the Software within 45 business days after the receipt of useable data.

8. Training. Vendor shall provide the following training services to District:

*Training Services*

| Services   | Date |
|--|------|
| Training to District in the basic use of the Software to be presented as both parties mutually agree | TBD  |

- (a) Additional Training and Services. Upon written request and authorization by District, Vendor shall conduct additional training and provide additional services to District at \$120 per hour for custom development or \$1,500 per day for training after initial training, if any, is exhausted.
- (b) Ownership of Data. District shall retain ownership of all data in the Software.
9. Responsibilities of District. District shall prepare and furnish to Vendor upon request such information reasonably requested by Vendor in order for Vendor to perform its work under this Agreement.
10. License Fees Vendor will host Illuminate district reporting system and District will pay annual license fees for products and options listed below:

*Products/ Services --Timeline/Dates*

| Product/Service                         | Time   | Cost      |
|---|--|-----------|
| Illuminate DnA with GradeCam, 2011-2012 | Annual Fee<br>\$4 per student<br>47,250 students   | \$189,000 |
| Illuminate DnA with GradeCam, 2012-2013 | Annual Fee<br>\$4 per student<br>50,000 students   | \$200,000 |
| Illuminate DnA with GradeCam, 2013-2014 | Annual Fee<br>\$4 per student<br>51,000 students<br>(Estimate, yearly<br>based on CBEDS) | \$204,000 |
| Illuminate DnA with GradeCam, 2014-2015 | Annual Fee<br>\$4 per student<br>51,000 students<br>(Estimate, yearly                    | \$204,000 |



|   |  |           |
|---|--|-----------|
|   | based on CBEDS)  |           |
| Illuminate DnA with GradeCam, 2015-2016 | Annual Fee<br>\$4 per student<br>51,000 students<br>(Estimate, yearly<br>based on CBEDS) | \$204,000 |

License fees shall be due and payable within 45 days of receipt of an invoice from Vendor. In the event the District fails to pay the license fees or any other amounts due hereunder when due, upon notice from Vendor, District agrees to immediately cease using the Software and Vendor will have no further obligation to provide any maintenance or support to District.

11. Software Maintenance and Support.

- (a) Vendor shall provide maintenance and support of the Software. Such maintenance and support provides coverage in the form of corrections to remove deficiencies in the Software, as reported to Vendor; ongoing telephone and e-mail support for questions regarding operations of the Software; incorporate/change the Software as necessary for operation including all upgrades and new features; support to District in resolving problems/errors resulting from misuse or hardware/software failure.
- (b) Vendor shall provide at a minimum, quarterly telephone conferences with District to address future growth or modifications to the Software at no cost to the District.

12. Mutual Indemnification. The District agrees to hold harmless, defend, and indemnify Vendor against all actions, claims, or demands for injury, death, loss, or damages, regardless of fault or cause, by anyone whomsoever, including but not limited to: (1) where such injury, death, loss, or damage is due to the acts or omissions of the District, its agents, servants, or employees; and (2) where such injury, death, loss, damage, or claim is a consequence of, or arises in connection with the services provided hereunder except to the extent that such injury, death, loss, damage or claim is the result of the acts or omissions of Vendor or its agents, servants, employees.

Vendor agrees to hold harmless, defend, and indemnify the District against all actions, copyrights, patents infringements, claims, or demands for injury, death, loss, or damages, regardless of fault or cause, by anyone whomsoever, including but not limited to: (i) where such injury, death, loss, or damage is due to the acts or omissions of Vendor, its agents, servants, or employees; and (ii) where such injury, death, loss, damage, or claim is a consequence of, or arises in connection with the services provided hereunder except to the extent that such injury, death, loss, damage or claim is the result of the acts or omissions of the District or its agents, servants, or employees.

13. Continued Performance During Dispute. In the event that a dispute arises between District and Vendor, Vendor expressly agrees to continue to perform its obligations under

this Agreement during the pendency of the dispute. Each party agrees to the other that it shall diligently attempt to resolve any disputes which may arise.

14. Default. The failure of either party to comply with any term or condition or fulfillment of any obligation of this Agreement within 15 days after written notice, which specifies the nature of the default with reasonable particularity, shall constitute a default. If the default is of such a nature that it cannot be completely remedied within the 15-day period, the "defaulting party" shall be deemed to have cured the default if it begins correction of the default or failure within the 15-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
15. Force Majeure. If either party is affected by force majeure it shall immediately notify the other party of the nature and extent thereof. Force majeure means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, fire, floods, acts of God, terrorism, national emergency, governmental acts or omissions, beyond the control of either party). Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any force majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly. If the force majeure in question prevails for a continuous period in excess of 30 calendar days, the parties shall enter into good faith discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements. (Including termination of this Agreement.)
16. Termination. Both the District and Vendor retain the right to terminate this Agreement for any reason prior to expiration of the term of the Agreement. The District or Vendor may terminate this Agreement by delivering written notice of election to terminate at least 60 days prior to the termination date. In addition, both District and Vendor may terminate this Agreement immediately upon any material default by delivering written notice of election to terminate prior to the termination date. The parties hereby agree that in the event of the termination of this Agreement, any and all funds due to Vendor by District shall be paid by District within 90 days of the date of termination.
17. Proprietary Rights. District acknowledges that the Software licensed hereunder, and any designs, inventions or ideas provided to Vendor as a result of District's use of the Software, contain valuable trade secrets, proprietary and confidential information which are the unrestricted proprietary rights of Vendor ("Confidential Information"). District agrees that it will not use this Confidential Information in any way not allowed by this Agreement, that it will not disclose this Confidential Information to anyone other than its own employees who require access, that it will maintain and protect the confidentiality of this Confidential Information, and that it will take all necessary and proper precautions to prevent any unauthorized use or disclosure of this Confidential Information. District further agrees that it will not decompile, disassemble or in any manner attempt to reverse engineer the Software, or permit others to do so. Notwithstanding the foregoing, District shall not be liable for use or disclosure of any such Confidential Information if it:

- (a) is or becomes a part of the public knowledge or literature without breach of this Agreement by District; or
  - (b) is known to District without restriction as to further disclosure when received; or
  - (c) is independently developed by District as demonstrated by written records; or
  - (d) becomes known to District from a third party (other than Illuminate Education) who had a lawful right to disclose it and without breach of its Agreement; or
  - (e) is disclosed to a third party pursuant to the authority of District hereunder; or
  - (f) is required to be disclosed pursuant to any applicable legal requirement or legal process issued by any court or any competent governmental authority or rules or regulations of any relevant regulatory body, including, but not limited to, disclosure under the California Public Records Act.
18. Confidentiality and Security of Student Data. Vendor shall protect the confidentiality of student data. Vendor will take all measures necessary using industry standards to protect data from any and all unauthorized access. Vendor represents and warrants that it is familiar the provisions of the Federal Education Privacy Rights Act (FERPA) and California Education Code sections 49073 through 49078, inclusive, and that Vendor will take all measures necessary using industry standards to protect data from any and all unauthorized access to student data and/or unauthorized release of student data. In the event that any unauthorized access or release of student data occurs, Vendor shall take whatever steps are necessary to immediately secure the student data, and advise the District immediately of such unauthorized access. Upon termination of the Agreement, Vendor shall return all student data to the District within 30 days and shall destroy any and all backup copies of said data.
19. Confidentiality. All communications and information obtained from District relating to this Agreement are confidential. The Agreement itself, however, is not confidential. Except as provided in this Agreement, without the prior written consent of an authorized representative of District, Vendor shall neither divulge to, nor discuss with, any third party the data provided by District except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, Vendor shall inform District, in writing, of the nature and reasons for such disclosure. Vendor shall not use any communications or information obtained from District for any purpose other than the performance of this Agreement, without District's written prior consent. Upon termination of the Agreement, Vendor shall return all confidential information received from the District, and District shall return all confidential information received from Vendor, within 30 days and shall destroy any and all backup copies of said confidential information.
20. Waiver. Any waiver of any of the provisions of this Agreement shall not be construed as a waiver of any other provision of this Agreement. Any waiver by either District or Vendor must be in writing signed by the waiving party. Delay or failure to exercise a

remedy or right shall not be construed as a waiver of any of the provisions of this Agreement. Any waiver of any provision of this Agreement shall not preclude a party from using any other right or remedy available under this Agreement as cure of any default or for any later default.

21. Time is of the Essence. Time is of the essence of all terms, covenants and conditions of this Agreement and except as otherwise provided herein, all of the terms, covenants and conditions of this Agreement shall apply to, benefit and bind the successors or assigns of the respective parties, jointly and individually.
22. Assignment. Neither party shall sell or assign its rights under this Agreement without the prior written consent of the other party. Consent in one instance shall not prevent this provision from applying to a subsequent instance.
23. Notices. All notices, requests, demands and consents to be made hereunder to the parties hereto shall be in writing and shall be (i) delivered by hand, or (ii) sent by registered mail or certified mail, postage prepaid, return receipt requested, through the United States Postal Service, or (iii) by United Parcel Service or Federal Express overnight delivery, to the addresses shown below or such other address which the parties may provide to one another in accordance herewith.

To District: Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano CA 92675

To Vendor: Lane Rankin, CEO  
Illuminate Education, Inc.  
60 Bunsen  
Irvine, CA 92618

Either party shall have the right to change the place of giving notices to it by notice given as indicated above.

24. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
25. Good Faith Negotiations and Independent Representation. The parties hereto acknowledge and agree that they have negotiated the terms of this Agreement in good faith and had the opportunity to be represented by independent counsel throughout all negotiations, which preceded the execution of this Agreement.
26. Interpretation: Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

27. Entire Agreement, Waivers and Amendments. This Agreement is fully integrated and incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations, oral or written, prior and contemporaneous agreements and understandings in connection with this Agreement. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this Agreement must be in writing and executed by both parties.
28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and Illuminate Education, Inc., have entered into this Agreement as of the Effective Date.

Dated:

ILLUMINATE EDUCATION, INC.

By:

  
Lane Rankin, CEO


Dated:

CAPISTRANO UNIFIED SCHOOL DISTRICT

By:

Print:

Its:

  
Terry Fluent  
Director, Purchasing

**EXHIBIT "A"**

**LOCATIONS LICENSE APPLIES**

**Capistrano Unified School District**

**Elementary Schools**

Ambuehl Elementary School  
Arroyo Vista School (K8)  
Don Juan Avila Elementary School  
Barcelona Hills Elementary School  
Bathgate Elementary School  
Truman Benedict Elementary School  
Marian Bergeson Elementary School  
Canyon Vista Elementary School  
Castille Elementary School  
Chaparral Elementary School  
Capistrano Home School (formerly CHOOSE)  
Concordia Elementary School  
Crown Valley Elementary School  
R H Dana Elementary School  
RH Dana Exceptional Needs Facility  
Del Obispo Elementary School  
Carl Hankey Elementary/K-8 School  
Hidden Hills Elementary School  
Kinoshita Elementary School  
Ladera Ranch Elementary School  
Laguna Niguel Elementary School  
Las Flores Elementary School  
Las Palmas Elementary School  
Clarence Lobo Elementary School  
John S. Malcom Elementary School  
Marblehead Elementary School  
Moulton Elementary School  
Oak Grove Elementary School  
Oso Grande Elementary School  
Palisades Elementary School  
Philip Reilly Elementary School  
San Juan Elementary School  
Tijeras Creek Elementary School  
Viejo Elementary School  
Vista Del Mar Elementary School  
Wagon Wheel Elementary School  
George White Elementary School  
Wood Canyon Elementary School

**Middle Schools**

Aliso Viejo Middle School  
Arroyo Vista School (K8)  
Bernice Ayer Middle School  
Carl Hankey K-8 School  
Don Juan Avila Middle School  
Ladera Ranch Middle School  
Las Flores Middle School  
Marco Forster Middle School  
Newhart Middle School  
Niguel Hills Middle School  
Shorecliffs Middle School  
Vista del Mar Middle School

**High Schools**

Aliso Niguel High School  
Capistrano Valley High School  
Dana Hills High School  
San Clemente High School  
San Juan Hills High School  
Serra High School  
Tesoro High School

**EXHIBIT "B"****TASK LIST**

| <b>Date</b>    | <b>Task</b>  |
|----------------|--|
| May 2011       | Initial Implementation Meeting (Data conversion, Customizations) |
| May/June 2011  | Data Conversion and Imports                                      |
| June/July 2011 | District begins using Illuminate DnA system                      |



**EXTENSION OF  
SOFTWARE LICENSE AND SUPPORT AGREEMENT**

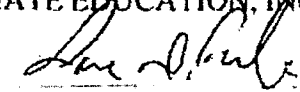
**(Capistrano Unified School District)**

Pursuant to Section 1 of that certain Software License and Support Agreement by and between Illuminate Education, Inc., a California corporation ("**Vendor**"), and Capistrano Unified School District ("**District**") entered into as of May 26, 2011, 2011 (the "**Agreement**"), Vendor and District hereby mutually agree that the term of the Agreement, which would otherwise expire as of June 30, 2012, is hereby extended until June 30, 2013. All other terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Extension effective as of May 15, 2012, 2012.

ILLUMINATE EDUCATION, INC.

By:

  
Lane Rankin, President

CAPISTRANO UNIFIED SCHOOL  
DISTRICT

By:

Print:

Title:



Terry Fluent

Director,- Purchasing

**EXTENSION OF  
SOFTWARE LICENSE AND SUPPORT AGREEMENT**

**(Capistrano Unified School District)**

Pursuant to Section 1 of that certain Software License and Support Agreement by and between Illuminate Education, Inc., a California corporation ("Vendor"), and Capistrano Unified School District ("District") entered into as of May 26, 2011 (the "Agreement"), Vendor and District hereby mutually agree that the term of the Agreement, which would otherwise expire as of June 30, 2013, is hereby extended until June 30, 2014. All other terms and conditions of the Agreement shall continue in full force and effect.

8/5 IN WITNESS WHEREOF, the parties have entered into this Extension effective as of 8/5, 2013.

ILLUMINATE EDUCATION, INC.

By:

Lane Rankin  
Lane Rankin, President

CAPISTRANO UNIFIED SCHOOL  
DISTRICT

By:

Print:

Title:

Terry Fluent  
Terry Fluent  
Director, Purchasing





**COUNTY OF ORANGE  
PROBATION DEPARTMENT**

**JUVENILE COURT WORK PROGRAM (JCWP) – CONTRACT RENEWAL**

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

In accordance with Sections 1.0 and 17.0 of our JCWP contract with the County of Orange, the term of the contract is automatically renewed for 12 months beginning July 1 of each year, unless either party provides a 30-day notice of termination to the other party.

**Expression of Continued Participation:**

- ☐ We wish to continue our participation in JCWP under the existing contract with the County of Orange, for the 12-month period of July 1, 2014 – June 30, 2015.

**Expression of Termination of Participation:**

- ☐ Effective July 1, 2014, we will no longer participate in JCWP services.

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

Name and Title: \_\_\_\_\_

City/School District: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

**Please return completed response by regular mail or e-mail to:**

Orange County Probation Department  
Attention: Andrew Wu  
Administrative and Fiscal Division/Contracts Services-PAO  
P.O. Box 10260  
Santa Ana, CA 92711  
E-mail: [andrew.wu@prob.ocgov.com](mailto:andrew.wu@prob.ocgov.com)

**AGREEMENT**  
**BETWEEN**  
**THE COUNTY OF ORANGE**  
**AND**  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**FOR**  
**JUVENILE COURT WORK PROGRAM SERVICES**

**THIS AGREEMENT**, entered into this 1st day of July, 2012, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "CAPISTRANO USD." This Agreement shall be administered by the County of Orange Chief Probation Officer, hereinafter referred to as "ADMINISTRATOR."

**WITNESSETH:**

**WHEREAS**, COUNTY, through its Probation Department, operates the Juvenile Court Work Program (JCWP) pursuant to California Welfare and Institutions Code Sections 730 and 731;

**WHEREAS**, minors who are adjudged wards of the Juvenile Court, hereinafter referred to as "Juvenile Probationers," may be placed under the supervision of a Deputy Probation Officer, and may be required, as a condition of probation, to perform community service or graffiti cleanup; and these Juvenile Probationers may also be authorized to participate in a voluntary work program in lieu of ADMINISTRATOR filing petitions for probation violations;

**WHEREAS**, CAPISTRANO USD desires to enter into this Agreement with COUNTY for Juvenile Probationers to provide manual services of an unskilled variety at public grounds and locations; and

**WHEREAS**, COUNTY is willing and capable of providing such JCWP services;

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

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2.2.7 Be solely responsible for providing all legally required employee benefits to the work crew(s). CAPISTRANO USD shall not be required to assume any liability for the direct payment of any salaries, wages, or other compensation to the work crew(s) performing services hereunder, or any liability other than provided for in this Agreement.

2.3 ADMINISTRATOR shall:

2.3.1 Implement the Juvenile Court orders attached hereto and incorporated by reference, as described in Section 2.1.1, any succeeding orders thereto as described in Section 2.1.2, or any other orders related to JCWP, by authorizing Juvenile Probationers to provide unskilled manual labor to CAPISTRANO USD.

2.3.2 Have final authority for decisions affecting the Juvenile Probationers' participation in JCWP, and any other program participation matters designated by ADMINISTRATOR, both verbally and in writing.

### **3.0 RESPONSIBILITIES OF CAPISTRANO USD**

CAPISTRANO USD shall:

3.1 Coordinate the scheduling of JCWP work, in advance, with COUNTY'S Probation Department.

3.2 Explain to the DJCO(s) the work to be performed by the work crews.

3.3 Provide the tools, equipment, supplies, and materials necessary or incidental to the performance of the scheduled work. However, Juvenile Probationers shall not be required to operate mechanical equipment or devices that may expose the work crew members to safety hazards.

3.4 Provide special instructions, devices, equipment, warning signs, and apparel as necessary to ensure the personal safety of the work crew members.

3.5 Provide technical direction and oversight until the completion of work.

3.6 Maintain absolute confidentiality of all information pertaining to the Juvenile Probationers, as described in Section 15.0 of this Agreement.

3.7 Neither seek nor authorize publicity concerning the JCWP, or the work performed under this Agreement, without the written consent of the ADMINISTRATOR.

3.8 Keep confidential the names of minors participating in the JCWP.

#### 4.0 COMPENSATION

4.1 CAPISTRANO USD agrees to pay COUNTY for the cost of JCWP services requested by CAPISTRANO USD and performed by the Juvenile Probationers. The cost of JCWP services is based on the actual average cost of supervising each work crew for each day that COUNTY provides general cleanup services or graffiti removal, and is within the maximum rate most recently approved by the Orange County Board of Supervisors for JCWP services.

4.1.1 It is mutually understood that the maximum rate for JCWP services is established by the Orange County Board of Supervisors after a public hearing at the request of ADMINISTRATOR. The rate may vary but must be approved by the Orange County Board of Supervisors. The public hearing is necessary to adopt new fees and to revise existing fees that are assessed to persons granted probation, the parents and legal guardians of institutionalized minors, or public agencies. for services provided by COUNTY through ADMINISTRATOR.

#### 4.2 Compensation Rate for Initial Year of JCWP Services (July 1, 2012-June 30, 2013):

During the period July 1, 2012 through June 30, 2013, COUNTY shall charge CAPISTRANO USD at a rate per day based on the total number of Juvenile Probationers constituting a work crew and actually provided by COUNTY, for services rendered to CAPISTRANO USD, as follows

4.2.1 Full Compensation Rate per Day for Each Work Crew of Ten (10) or More Juvenile Probationers: Upon COUNTY'S submission of invoices monthly, and in accordance with the payment procedures set forth in Section 5.0 of this Agreement, CAPISTRANO USD shall pay COUNTY for services rendered hereunder, at a rate of Five Hundred Dollars (\$500.00) per day, for each work crew consisting of ten (10) or more Juvenile Probationers.

4.2.2 Discounted Compensation Rate per Day for Each Work Crew of Less than Ten (10) Juvenile Probationers: If the total number of Juvenile Probationers provided by COUNTY for any work crew is less than ten (10) for a particular day, the full compensation rate specified in Section 4.2.1 shall be discounted in accordance with the following formula:

$$\begin{array}{lll} \text{Discounted Compensation Rate} & = & \text{Full compensation rate per day} \\ & & \text{for each work crew of ten (10)} \\ & & \text{or more Juvenile Probationers.} \\ & \times & (0.10 \times \text{total number of} \\ & & \text{Juvenile Probationers in work} \\ & & \text{crew provided by COUNTY}) \end{array}$$



4.3 Compensation Rate for JCWP Services After June 30, 2004:

After the initial one-year term of this Agreement, COUNTY shall continue to charge CAPISTRANO USD at a rate per day based on the total number of Juvenile Probationers constituting a work crew and actually provided by COUNTY, for services rendered to CAPISTRANO USD, in accordance with the following provisions

- 4.3.1 No Change in Full or Discounted Compensation Rates: The full compensation rate provision of Section 4.2.1, and the discounted compensation rate provision of Section 4.2.2, shall continue to be applicable for the succeeding one (1)-year term(s) of this Agreement, unless a new full compensation rate is adopted in accordance with the provisions of Section 4.3.2 and 4.3.2.1 herein.
- 4.3.2 Change in Full Compensation Rate: Pursuant to Section 4.1.1 herein, if a change in the maximum rate for JCWP services is approved by the Orange County Board of Supervisors, ADMINISTRATOR shall review and analyze the then-current full compensation rate charged by COUNTY to CAPISTRANO USD. If such review and analysis indicate that an adjustment to the then-current full compensation rate charged to CAPISTRANO USD for JCWP services is warranted, COUNTY shall, no later than March 15 of the then-current one-year term of this Agreement, submit to CAPISTRANO USD a written notice of a proposed rate adjustment.
- 4.3.2.1 CAPISTRANO USD shall issue a written response to COUNTY within sixty (60) calendar days after receipt of COUNTY'S notice of the proposed adjustment to the then-current full compensation rate charged by COUNTY to CAPISTRANO USD. If such response indicates an agreement with COUNTY'S proposed rate adjustment, the new full and discounted compensation rates shall become effective commencing July 1 of the succeeding one-year term of this Agreement, in accordance with Sections 4.3.2.2 and 4.3.2.3 herein.
- 4.3.2.2 New Full Compensation Rate per Day for Each Work Crew of Ten (10) or More Juvenile Probationers: Upon COUNTY'S submission of invoices monthly, and in accordance with the payment procedures set forth in Section 5.0 of this Agreement, CAPISTRANO USD shall pay COUNTY for services rendered hereunder, at the new full compensation rate per day, for each work crew consisting of ten (10) or more Juvenile Probationers.

- 4.3.2.3 New Discounted Compensation Rate per Day for Each Work Crew of Less than Ten (10) Juvenile Probationers: If the total number of Juvenile Probationers provided by COUNTY for any work crew is less than ten (10) for a particular day, the new full compensation rate specified in Section 4.3.2.2 shall be discounted in accordance with the following formula:

$$\begin{array}{lcl} \text{Discounted} & & \\ \text{Compensation Rate} & = & \text{Full compensation rate per} \\ & & \text{day for each work crew of ten} \\ & & \text{(10) or more Juvenile} \\ & & \text{Probationers.} \\ & \times & (0.10 \times \text{total number of} \\ & & \text{Juvenile Probationers in work} \\ & & \text{crew provided by COUNTY}) \end{array}$$

- 4.3.2.4 If, by may 15 of the then-current one-year term of this Agreement, the parties are unable to reach an agreement on COUNTY'S proposed rate adjustment, the parties shall then meet to determine if an acceptable rate can be negotiated.

## 5.0 FINANCIAL ACCOUNTABILITY

- 5.1 COUNTY agrees to provide fiscal procedures adequate to assure accounting for the billing costs to CAPISTRANO USD under this Agreement, in accordance with COUNTY'S general accounting policies, and the accounting policies and procedures of COUNTY'S Auditor-Controller. All claimed reimbursements will be supported with source documents retained by COUNTY.
- 5.2 COUNTY shall be reimbursed monthly in arrears for actual costs incurred, upon the submission of invoices to CAPISTRANO USD. The monthly invoices shall be submitted in such form and detail as required by COUNTY'S Auditor-Controller, and be accompanied by an affidavit signed by COUNTY certifying the appropriateness of the amounts billed. All invoices shall include the following information:
- 5.2.1 Dates of service
  - 5.2.2 Work site(s)
  - 5.2.3 Number of work crew(s)
  - 5.2.4 Number of Juvenile Probationers for each work crew
  - 5.2.5 Type of work performed

- 5.3 CAPISTRANO USD shall pay COUNTY within thirty (30) calendar days of the invoice date. Late charges will be assessed to CAPISTRANO USD in the following situations:
- 5.3.1 Over-the-counter payments will be assessed a late charge if any payment is not received by COUNTY within (30) calendar days of the date of the invoice for which payment is being rendered.
  - 5.3.2 Payments transmitted to COUNTY via the U.S. Mail, and which have CAPISTRANO USD 'S postage meter mark, will be assessed a late charge if any payment is not received within thirty one (31) calendar days of the date of the invoice for which the payment is being rendered.
  - 5.3.3 Payments transmitted to COUNTY via the U.S. Mail, and which have a U.S. Post Office postmark dated thirty (30) calendar days after the date of the invoice, will be assessed a late charge.
- 5.4 The late charge assessed in each of the above situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid, plus One Hundred Dollars (\$100.00) for late payments made within thirty (30) calendar days after the payments are due. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional thirty (30)-day period that the invoice remains unpaid. Late charges shall be added to the payment due and invoiced to CAPISTRANO USD in accordance with Section 5.2 herein. Any invoices and applicable late charges remaining unpaid within ninety (90) calendar days of the invoice date may result in deductions, by COUNTY'S Auditor-Controller, from money held on deposit with COUNTY'S Treasurer for CAPISTRANO USD if any, and as applicable in accordance with Government Code Section 907 and any other applicable provision of law.
- 5.5 Early payments received by COUNTY from CAPISTRANO USD shall entitle CAPISTRANO USD to a discount of one-quarter of one percent (0.25%), if payment is received by COUNTY within eleven (11) calendar days of the date of the invoice. CAPISTRANO USD may take credit for the discount in the current payment. However, if a discount is taken inappropriately, COUNTY shall notify CAPISTRANO USD immediately that the discount should not have been taken and that the balance is due within thirty (30) calendar days of the invoice date, subject to late charges, pursuant to Section 5.3 herein.
- 5.6 COUNTY shall have sixty (60) calendar days from the end of the term of the Agreement to liquidate all program obligations incurred during said term. COUNTY shall then submit the final invoice within sixty (60) calendar days of the end of the term of the Agreement. CAPISTRANO USD shall not be liable for any invoices submitted beyond sixty (60) calendar days of the end of the term of the Agreement.

- 5.7 Equipment: The parties agree that any equipment purchased for, or contributed to, the program shall remain the property of the contributing party.

## **6.0 OTHER SOURCES OF INCOME**

COUNTY shall not bill CAPISTRANO USD for any service, cost or expense for which COUNTY has been reimbursed by revenue, income or grants from any other source, if those revenue, income, or grants are expressly earmarked by the source for services provided under this Agreement, or for similar services for the benefit of CAPISTRANO USD'S area.

## **7.0 RIGHT TO AUDIT**

CAPISTRANO USD shall have access to any books, documents, papers and records of COUNTY, which CAPISTRANO USD determines to be pertinent specifically to this Agreement, for the purpose of making an audit, evaluation, excerpts and transcripts.

## **8.0 RETENTION OF FINANCIAL RECORDS**

- 8.1 COUNTY shall maintain and preserve all books, financial statements, journals, ledgers, source documents and other financial records for a period of seven (7) years from the termination of this Agreement, and for such longer period as may be required by any applicable statute. All financial records shall be kept or made available to CAPISTRANO USD at COUNTY'S principal place of business. Exceptions to the above provisions of this section must have the prior written approval of ADMINISTRATOR.
- 8.2 Records which relate to: a) litigation of the settlement of claims rising out of the performance of this Agreement, or b) costs and expenses of this Agreement to which CAPISTRANO USD takes exception, shall be retained by COUNTY until disposition of such appeals, litigation, claims. or exceptions.

## **9.0 PROGRAM SUPERVISION**

ADMINISTRATOR shall appoint a Juvenile Hall Assistant Division Director to oversee the daily operation and administration of this Agreement pursuant to the terms and conditions contained herein.

## **10.0 DISPUTES**

- 10.1 If COUNTY and CAPISTRANO USD fail to agree as to whether or not any work is within the scope of the requirements of this Agreement, CAPISTRANO USD shall, within fifteen (15) calendar days, provide COUNTY with a written protest specifying in detail the manner in which the requirements of this Agreement were not fulfilled, and the proposed remedy.
- 10.2 ADMINISTRATOR agrees to furnish a written decision on the dispute within thirty (30) calendar days after receipt of such protest.

## **11.0 STATUS OF COUNTY**

COUNTY is, and at all times shall be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CAPISTRANO USD. COUNTY assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. COUNTY, its agents, and employees, shall not be entitled to any rights and privileges of employees of CAPISTRANO USD, and shall not be considered in any manner to be employees of CAPISTRANO USD.

## **12.0 AFFIRMATIVE ACTION**

COUNTY shall maintain an Affirmative Action Program Plan, including the setting of goals and timetables for minority employment which meet the requirements of the Federal Equal Employment Opportunity Commission and the State of California Fair Employment Practice Commission. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation in, or be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or part with funds made available under this Agreement. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to any otherwise qualified disabled individuals as provided in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, shall also apply to any such program or activity. Any prohibition against discrimination on the basis of religion, or any exemption from such prohibition as provided in the Civil Rights Act of 1964 or Title VIII of the Civil Rights Act of 1986, shall all apply to any such program or activity. In the performance of this Agreement, COUNTY shall not discriminate against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, age or physical or mental condition. This prohibition shall pertain to employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rate of pay and other forms of compensation; selection for training, including apprenticeship; and any other

action or inaction pertaining to employment matters. COUNTY will permit access by CITY, State and Federal agencies to its records of employment, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with this section of the Agreement.

### **13.0 NONDISCRIMINATION**

COUNTY shall not employ discriminatory practices in admission of clients, employment of personnel, or in any other respect on the basis of race, color, religion, national origin, ancestry, sex, age, or physical or mental condition.

### **14.0 INTERNAL CONTROLS**

COUNTY shall maintain necessary written procedures establishing internal controls approved by COUNTY'S Auditor-Controller for its personnel, instruct all of its personnel in said procedures, and continuously supervise its operations to ensure compliance.

### **15.0 CONFIDENTIALITY**

- 15.1 CAPISTRANO USD agrees to maintain the confidentiality of all juvenile record information pertaining to all minors under the jurisdiction of the Juvenile Court, or the Juvenile Court law of the State of California when such records come into the possession of, or are generated by CAPISTRANO USD.
- 15.2 CAPISTRANO USD 'S staff, and all agents and employees of CAPISTRANO USD shall maintain the confidentiality of such records in accordance with Orange County Juvenile Court's policy titled "Confidentiality and Release of Information" dated January 28, 1997, and adopted in accordance with California Welfare and Institutions Code, Section 827, and all applicable statutes, court orders and case law. No access, disclosure or release of such information shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the prior approval and consent of the Judge of the Juvenile Court.
- 15.3 "Juvenile record information" is understood to include all records and data which identify the subject of the information, and associate the subject with any aspect of the administration of the Juvenile Court law of the State of California. Such information includes, but is not limited to, the subject's offense history, social history, all information of a diagnostic or evaluative nature, and any other personal or confidential data which can be traced to the individual, whether generated by CAPISTRANO USD or not.

- 15.4 All written materials pertaining to the Juvenile Probationers shall be placed in a secure and locked file when not in use, and access to such materials shall be limited to specified authorized staff.

#### **16.0 MUTUAL INDEMNIFICATION**

COUNTY shall indemnify, hold harmless and defend CAPISTRANO USD, its governing board, officers, agents and employees from any and all claims, demands, losses or liabilities for injury, death or damage arising out of the acts or omission to act by COUNTY agents or employees in carrying out this Agreement.

CAPISTRANO USD shall indemnify, hold harmless and defend COUNTY, its officers, agents and employees, from any and all claims, demands, losses or liabilities for injury, death or damages arising out of the acts or omission to act by CAPISTRANO USD 'S agents or employees in carrying out this Agreement.

#### **17.0 TERMINATION**

- 17.1 Either party may terminate this Agreement, with or without cause, upon thirty (30) calendar days' written notice given to the other party.
- 17.2 In the event of termination of this Agreement, CAPISTRANO USD and COUNTY shall not be liable for services provided beyond the date of termination, except as may otherwise be provided in this Agreement.
- 17.3 The obligations pertaining to indemnification for, or defense of, causes of action accruing during the term of this Agreement, shall extend beyond the termination of this Agreement until fully performed.
- 17.4 Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or otherwise unavailable in the budget for COUNTY by any means whatsoever in any fiscal year covered by this Agreement, COUNTY will immediately notify CAPISTRANO USD of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for COUNTY.
- 17.5 Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or otherwise unavailable in the budget for CAPISTRANO USD by any means whatsoever in any fiscal year covered by this Agreement, CAPISTRANO USD will immediately notify COUNTY of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for CAPISTRANO USD.

## **18.0 NOTICES**

18.1 All notices or demands to be given under this Agreement by any party to the other, shall be in writing and given either by: (a) personal service, or (b) 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 any party may be changed by written notice given in accordance with the notice provisions of this Section.

18.2 Notices and payments to COUNTY shall be sent to the Probation Department addressed as follows:

Chief Probation Officer  
Orange County Probation Department  
P.O. Box 10260  
Santa Ana, CA 92711

18.3 Notices to CAPISTRANO USD shall be addressed as follows:

Mr. John G. Forney  
Director, Maintenance, Operations & Construction  
Capistrano Unified School District  
32972 Calle Perfecto  
San Juan Capistrano, CA 92675

## **19.0 THIRD PARTY RIGHTS**

The parties intend not to create rights in, or to grant remedies to, any third party as beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established herein.

## **20.0 ALTERATION OF TERMS**

This Agreement, together with Exhibit A attached hereto and incorporated herein by reference, fully expresses all understandings of the parties, and is the total agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement or Exhibit A, whether written or verbal, by the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by both parties

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

BY: Terry Fluert  
Terry Fluert, Director of Purchasing

DATED: 5/25/12

**COUNTY OF ORANGE**

BY: Steven J. Sentman <sup>CHIEF</sup> <sub>PER JZB/TM/4-V</sub>  
Steven J. Sentman  
Chief Probation Officer

DATED: 4/25/12



**COUNTY OF ORANGE  
PROBATION DEPARTMENT**

**JUVENILE COURT WORK PROGRAM (JCWP) – CONTRACT RENEWAL**

Date: February 7, 2012

In accordance with Sections 1.0 and 17.0 of our JCWP contract with the County of Orange, the term of the contract is automatically renewed for 12 months beginning July 1 of each year, unless either party provides a 30-day notice of termination to the other party.

**Expression of Continued Participation:**

- ☒ We wish to continue our participation in JCWP under the existing contract with the County of Orange, for the 12-month period of July 1, 2013 – June 30, 2014.

**Expression of Termination of Participation:**

- ☐ Effective July 1, 2013, we will no longer participate in JCWP services.

Authorized Signature: Terry Fluent

Name and Title: Terry Fluent, Director of Purchasing

City/School District: Capistrano Unified School District

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

E-mail Address: tfluent@capousd.org

Telephone No.: 949 234-9436

**Please return completed response by regular mail or e-mail to:**

Orange County Probation Department  
Attention: Andrew Wu  
Administrative and Fiscal Division/Contracts Services-NCFSO  
P.O. Box 10260  
Santa Ana, CA 92711  
E-mail: [andrew.wu@prob.ocgov.com](mailto:andrew.wu@prob.ocgov.com)



**AMENDMENT TO AGREEMENT  
BID NO. 1314-21 PAINTING SERVICES**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**J. L. COBB CO.**

Agreement for Bid No. 1314-21 called for services to be rendered at the rates shown in the agreement.

The Faithful Performance Bond and Payment Bond each shall be amended to \$150,000.

The "not to exceed" amount on Agreement for Bid No. 1314-21 is \$250,000 annually as requested by the District.

Except as set forth in this Amendment to Agreement, and Board approved on March 12, 2014, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**J. L. COBB CO.**

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

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

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

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

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

\_\_\_\_\_  
Title

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

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

EXHIBIT 32

#### **XIV. AGREEMENT**

THIS AGREEMENT, dated March 13, 2014, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT" ), and J L Cobb Painting, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **BID NO. 1314-21, PAINTING SERVICES** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum as specified in attached bid price sheet.

4. The work shall be commenced on or before the seventh (7<sup>th</sup>) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within **thirty (30)** consecutive calendar days from the date specified in the Notice to Proceed. The initial term of this agreement will be for one year, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;

- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

|  |                       |
|--|-----------------------|
| Public Liability Insurance for injuries<br>including accidental death, to any one<br>person in an amount not less than | <b>\$1,000,000.00</b> |
|--|-----------------------|

and

|  |                       |
|--|-----------------------|
| Subject to the same limit for each<br>person on account of one accident,<br>in an amount not less than | <b>\$1,000,000.00</b> |
|--|-----------------------|

|   |                       |
|---|-----------------------|
| Property Damage Insurance<br>in an amount not less than | <b>\$1,000,000.00</b> |
|---|-----------------------|

|  |                       |
|--|-----------------------|
| Course of Construction<br>Insurance without exclusion<br>or limitation in an<br>amount not less than | <b>\$1,000,000.00</b> |
|--|-----------------------|

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above



Material hoist where used in amounts as above

10. Escrow Account: N/

11. Labor Compliance Program: N/A

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_, and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed including all contract documents as indicated:

CONTRACT DOCUMENTS:

1. \_\_\_\_\_ Bid Bond
2. \_\_\_\_\_ Bid Form
3. \_\_\_\_\_ Designation of Subcontractors
4. \_\_\_\_\_ Information Required of Bidder
5. \_\_\_\_\_ Contractor's Certificate Regarding Workers' Compensation
6. \_\_\_\_\_ Certification – Participation of Disabled Veteran Business Enterprise
7. \_\_\_\_\_ Noncollusion Declaration
8. \_\_\_\_\_ Faithful Performance Bond
9. \_\_\_\_\_ Payment Bond
10. \_\_\_\_\_ Agreement
11. \_\_\_\_\_ Drug-Free Workplace Certification
12. \_\_\_\_\_ Certification by Contractor Criminal Records Check
13. \_\_\_\_\_ Contractor's Certificate Non-Asbestos Containing Materials
14. \_\_\_\_\_ Tobacco Use Policy
15. \_\_\_\_\_ Conflict of Interest
16. \_\_\_\_\_ Compliance With Safety Regulations

17. \_\_\_\_\_ Certificate Of Liability Insurance  
18. \_\_\_\_\_ W-9 Form

**CONTRACT TERM**

The terms of this base contract is March 13, 2014, through June 30, 2015, with two (2) one-year renewal terms at the option of the Board of Trustees.

**DISTRICT**

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

Signature

Terry Fluent

Print Name

Director, Purchasing

Title

**CONTRACTOR**

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

Signature

Print Name

Title

Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)

**VI. BID FORM**

**REV. 1, DATED 2/7/2014, PER ADDENDUM NO. 1**

Name of Bidder: JL COBB PAINTING

To: Capistrano Unified School District, acting by and through its Governing Board, herein called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Compliance With Safety Regulations, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

**Bid No. 1314-21  
PAINTING SERVICES**

All in strict conformity with the Project documents, including Addenda Nos. 1, -, -, and -, on file at the office of the Purchasing Department of said DISTRICT.

## BID PRICE SHEET

- All pricing herein to include all materials, labor, standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.**
- Bidders must complete all items, or the bid submitted may be declared non-responsive.
- Low bid to be determined by select line items representing the most common District projects at a weighted percentage.
- Award of bid will be determined by weighted percentage of each category with job scenario provided at bid opening.

| CATEGORY - LABOR |   | WEIGHTED PERCENTAGE – 65% |                      |                             |
|------------------|---|---------------------------|----------------------|-----------------------------|
| Item #           | Hourly Labor Rates<br>(Portal to Portal)                                      | Straight Time<br>Per Hour | Overtime Per<br>Hour | Weekend/Holiday<br>Per Hour |
| 1                | Journeyman Painter<br>repaint and light commercial<br>painter, lead abatement | \$ 46.12                  | \$ 61.77             | \$ 61.77                    |
| 2                | Apprentice Painter Repaint<br>30% or greater                                  | \$ 23.10                  | \$ 32.97             | \$ 32.97                    |

| CATEGORY – MATERIAL |  | WEIGHTED PERCENTAGE –<br>25% |
|---------------------|--|------------------------------|
| Item #              | Description  | Percentage To Be Added       |
| 3                   | Total percentage (%) to be added to cost of<br>materials | 5 %                          |

| CATEGORY – EQUIPMENT RENTAL |   | WEIGHTED PERCENTAGE –<br>10% |
|-----------------------------|---|------------------------------|
| Item #                      | Description   | Percentage To Be Added       |
| 4                           | Total percentage (%) to be added to cost of<br>equipment rental | 5 %                          |

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the

Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within **five (5)** working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the **seventh (7<sup>th</sup>)** day after receiving the DISTRICT'S Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.

6. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

7. The name(s) of all persons interested in the bid as principals are as follows:

Jordan CoBB

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The undersigned hereby warrants that the bidder has an appropriate license, License No. 750 947, Class B, C-33, at the time of the bid opening, that such license

Bid Form 3

entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

12. The undersigned hereby warrants that all work shall be completed within the time specified in the purchase order or Notice to Proceed. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **two hundred dollars (\$200.00)** (Government Code Section 53069.85)

13. The required noncollusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

14. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 59 of the General Conditions will not be allowed.

15. The Information Required of Bidder form has been fully completed and is attached hereto.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BID NO. 1314-21  
PAINTING SERVICES  
REV. 1. DATED 2/7/2014, PER ADDENDUM NO. 1

COMPANY NAME JL Cobb Painting

**The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.**

Individual Name: JL Cobb Painting  
Signed by: [Signature]  
Print Name: JOHN COBB  
Date: 2/11/2014  
Business Address: 22891 BELQUEST DR  
LAKE FOREST CA 92638  
Telephone: 949-768-9350

\*\*\*\*\*

Partnership Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Other Partner(s): \_\_\_\_\_

\*\*\*\*\*

Corporation Name: \_\_\_\_\_  
(a \_\_\_\_\_ Corporation<sup>1</sup>)  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Signed by: \_\_\_\_\_, President, Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_, President  
Signed by: \_\_\_\_\_, Secretary, Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_, Secretary  
[Seal]

<sup>1</sup> A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BID NO 1314-21  
PAINTING SERVICES  
REV. 1, DATED 2/7/2014. PER ADDENDUM NO. 1

COMPANY NAME JL Cobb Painting

Joint Venturer

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

Signed by: \_\_\_\_\_, Joint Venturer

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

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

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Other Parties to  
Joint Venture:

*If an individual:* \_\_\_\_\_  
(Name)

Signed by: \_\_\_\_\_

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

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

Doing Business as: \_\_\_\_\_;

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

*If a Partnership:* \_\_\_\_\_  
(Name)

Signed by: \_\_\_\_\_, Partner

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

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

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

*If a Corporation:* \_\_\_\_\_  
(a \_\_\_\_\_ Corporation)

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

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

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

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

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Bid Form 6





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of Wednesday, May 14, 2014  
Classified Employees

**ACCEPT RESIGNATIONS/TERMINATIONS**

| <u>Name</u>                     | <u>Position Title</u>                | <u>Reason</u>      | <u>Original Hire Date</u> | <u>Date of Separation</u> |
|---------------------------------|--------------------------------------|--------------------|---------------------------|---------------------------|
| 1. Adams, Kara                  | IF-Sp Ed                             | Voluntary          | 01/28/2008                | 04/29/2014                |
| 2. Ashman, Susan                | Student Supvr                        | Other Employment   | 09/25/2012                | 05/08/2014                |
| 3. Avila, Kallista              | ASB Worker                           | District Initiated | 07/01/2011                | 04/23/2014                |
| 4. Barrueta, Jodi               | FS Cashier                           | Relocation         | 10/15/2010                | 06/24/2014                |
| 5. Bunyan, Daryl                | Sub IF-Sp Ed                         | District Initiated | 05/24/2011                | 05/07/2014                |
| 6. Dabee, Wedaad                | Sub Student Supvr                    | District Initiated | 09/27/2011                | 05/07/2014                |
| 7. Davis, Lisa                  | Sub Student Supvr                    | District Initiated | 10/13/2006                | 05/07/2014                |
| 8. DePauw, Nicole               | IF-Sp Ed                             | Voluntary          | 03/10/2014                | 03/10/2014                |
| 9. Dutra, Teresa                | Elem Sch Clerk                       | Retirement         | 09/07/1995                | 06/26/2014                |
| 10. Edwards, Breane             | IF-Sp Ed                             | Other Employment   | 01/09/2014                | 05/09/2014                |
| 11. Fischer, Kylie              | ASB Worker                           | District Initiated | 07/01/2011                | 04/23/2014                |
| 12. Glenn, Jonica               | ASB Worker                           | District Initiated | 07/01/2011                | 04/23/2014                |
| 13. Grant, James                | Sub Custodian                        | District Initiated | 05/11/2011                | 05/07/2014                |
| 14. Hardeman, Carrie            | Sub Clerk-Typing                     | District Initiated | 03/13/2012                | 05/07/2014                |
| 15. Hunter, Christina           | Inst Asst-Sp Ed Presch               | Other Employment   | 10/28/2013                | 05/02/2014                |
| 16. Kim, Rachel                 | Sub FS Worker                        | District Initiated | 05/17/1999                | 05/07/2014                |
| 17. Macgregor-Matthews, Natacha | Sub FS Elem Cashier                  | District Initiated | 09/02/2008                | 05/07/2014                |
| 18. McKenzie                    | Sub Inst Asst-Sp Ed                  | District Initiated | 04/17/2006                | 05/07/2014                |
| 19. McPherson, Michael          | ASB Worker                           | District Initiated | 09/08/2011                | 05/01/2014                |
| 20. Meyer, Mildred              | Sub Student Supvr                    | District Initiated | 10/18/2000                | 05/07/2014                |
| 21. Montes, Ricardo             | Sub Custodian                        | District Initiated | 10/28/2010                | 05/07/2014                |
| 22. Napier, April               | Sub Student Supvr                    | District Initiated | 09/22/2011                | 05/07/2014                |
| 23. Nielsen, Phyllis            | Sub Academic Advisor                 | District Initiated | 02/17/1994                | 05/07/2014                |
| 24. Nieto, Joseph               | Sub Custodian                        | District Initiated | 01/26/2012                | 05/07/2014                |
| 25. Pakingan, Michelle          | Sub IBI Assistant/Tutor              | District Initiated | 10/05/2010                | 05/07/2014                |
| 26. Pantojo-Estrada, Jimmy      | Sub Custodian                        | District Initiated | 02/14/2012                | 05/07/2014                |
| 27. Parra, Michael              | Sub Custodian                        | District Initiated | 02/14/2014                | 05/07/2014                |
| 28. Pulfer, Beth                | MS Office Mgr                        | Voluntary          | 02/28/2013                | 06/30/2014                |
| 29. Scolnick, Camilla           | Speech and Language Pathologist Asst | Retirement         | 10/11/2007                | 04/30/2014                |
| 30. Shankle, Damian             | ASB Worker                           | District Initiated | 09/02/2010                | 04/17/2014                |
| 31. Smith, Paige                | FS Worker                            | Other Employment   | 10/27/2009                | 05/02/2014                |
| 32. Sparkuhl, Emily             | Inst Asst-Sp Ed                      | Other Employment   | 12/06/2010                | 04/27/2014                |

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of Wednesday, May 14, 2014  
Classified Employees

**ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)**

| <u>Name</u>           | <u>Position Title</u> | <u>Reason</u>      | <u>Original Hire Date</u> | <u>Date of Separation</u> |
|-----------------------|-----------------------|--------------------|---------------------------|---------------------------|
| 33. Warman, Christina | ASB Worker            | District Initiated | 11/13/2002                | 05/01/2014                |
| 34. Whitaker, Jean    | Sub Clerk             | District Initiated | 04/30/2011                | 05/07/2014                |
| 35. Wilburton, Philip | Walk on coach         | Voluntary          | 02/28/2011                | 06/10/2014                |
| 36. Williams, Roger   | Inst Asst-Sp Ed       | Other Employment   | 04/14/2014                | 04/14/2014                |

**APPROVE EMPLOYMENT**

| <u>Name</u>          | <u>Position-Full Time</u>                       | <u>Salary</u> | <u>Range Step</u> | <u>Effective Date</u> |
|----------------------|---|---------------|-------------------|-----------------------|
| 37. Carter, Ryan     | Director I, Construction<br>(12mo/40hpw)        | \$ 91,323.00  | R54-2             | 05/12/2014            |
| 38. Nichols, Stephen | Chief Communications<br>Officer<br>(12mo/40hpw) | \$108,619.00  | R63-1             | 05/12/2014            |

| <u>Name</u>            | <u>Position-Part Time</u>          | <u>Salary</u> | <u>Range Step</u> | <u>Effective Date</u> |
|------------------------|------------------------------------|---------------|-------------------|-----------------------|
| 39. Castorena, Anthony | HS Campus Supvr<br>(9.5mo/17.5hpw) | \$16.73 hr    | R25-2             | 05/15/2014            |
| 40. Cook, Leanne       | FS Worker<br>(9.5mo/15hpw)         | \$12.14 hr    | R14-1             | 05/15/2014            |
| 41. Dunn, John         | Sch Bus Driver<br>(9.5mo/per bid)  | \$17.66 hr    | R28-1             | 04/24/2014            |
| 42. Inciong, Maria     | MS Campus Supvr<br>(9.5mo/10hpw)   | \$15.16 hr    | R23-1             | 05/15/2014            |
| 43. Jennifer, Mitchell | FS Worker<br>(9.5mo/10hpw)         | \$12.14 hr    | R14-1             | 05/15/2014            |
| 44. Martinez, Gerardo  | Sch Bus Driver<br>(9.5mo/per bid)  | \$17.66 hr    | R28-1             | 05/15/2014            |

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of Wednesday, May 14, 2014  
Classified Employees

**APPROVE EMPLOYMENT (Cont.)**

| <u>Name</u>                | <u>Position-Substitute</u> | <u>Salary</u> | <u>Range<br/>Step</u> | <u>Effective<br/>Date</u> |
|----------------------------|----------------------------|---------------|-----------------------|---------------------------|
| 45. Guinane, Rita          | Student Supvr              | \$10.00 hr    |                       | 05/15/2014                |
| 46. Kalmen, Jodee          | Sch Bus Driver             | \$17.66 hr    | R28-1                 | 05/15/2014                |
| 47. Mc Reynolds,<br>Edward | Custodian I                | \$16.33 hr    | R26-1                 | 05/15/2014                |
| 48. Roberts, Mark          | Custodian I                | \$16.33 hr    | R26-1                 | 05/15/2014                |
| 49. Rodriguez, Anthony     | Custodian I                | \$16.33 hr    | R26-1                 | 05/15/2014                |
| 50. Salazar, Ishi          | Custodian I                | \$16.33 hr    | R26-1                 | 05/15/2014                |
| 51. Smith, Paige           | FS Worker                  | \$12.14 hr    | R14-1                 | 05/03/2014                |
| 52. Gonzalez, Gilberto     | Custodian I                | \$16.33 hr    | R26-1                 | 05/15/2014                |
| 53. Ventura, Omar          | Custodian I                | \$16.33 hr    | R26-1                 | 05/15/2014                |

| <u>Name</u>            | <u>Position-Short Term</u> | <u>Salary</u> | <u>Effective<br/>Date</u> |
|------------------------|----------------------------|---------------|---------------------------|
| 54. Bolton, Adam       | Student Worker             | \$ 9.00 hr    | 03/24/2014-<br>06/30/2014 |
| 55. Canzoneri, Tyler   | Student Worker             | \$ 9.00 hr    | 03/24/2014-<br>06/30/2014 |
| 56. Cocco, Mary        | Student Worker             | \$ 9.00 hr    | 03/24/2014-<br>06/30/2014 |
| 57. Damavandi, Cameron | Student Worker             | \$ 9.00 hr    | 04/01/2014-<br>06/30/2014 |
| 58. Rios, Juan         | Student Worker             | \$ 9.00 hr    | 03/26/2014-<br>06/30/2014 |
| 59. Rosas, Eduardo     | Student Worker             | \$ 9.00 hr    | 04/04/2014-<br>06/30/2014 |

**APPROVE CO-CURRICULAR ASSIGNMENTS**

| <u>Name</u>          | <u>Position</u>                    | <u>Location</u> | <u>Salary</u> | <u>Effective<br/>Date</u> |
|----------------------|------------------------------------|-----------------|---------------|---------------------------|
| 60. Berneking, Brian | Swim,<br>Boys' Varsity (Asst)      | Tesoro HS       | \$ 2,641.00   | 03/01/2014-<br>05/09/2014 |
| 61. Caouette, Allan  | Softball,<br>Varsity (Head)        | Aliso Niguel HS | \$ 3,521.00   | 02/10/2014-<br>05/09/2014 |
| 62. Elkins, David    | Lacrosse,<br>Girls' Varsity (Head) | Aliso Niguel HS | \$ 3,301.00   | 02/24/2014-<br>05/07/2014 |

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of Wednesday, May 14, 2014  
Classified Employees

**APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)**

| <u>Name</u>                  | <u>Position</u>                     | <u>Location</u>      | <u>Salary</u> | <u>Effective Date</u>     |
|------------------------------|-------------------------------------|----------------------|---------------|---------------------------|
| 63. Golden, Jeff             | Softball,<br>Varsity (Asst)         | Aliso Niguel HS      | \$ 3,081.00   | 02/10/2014-<br>05/09/2014 |
| 64. Jenkins, Patrick         | Lacrosse,<br>Boys' Varsity (Head)   | Aliso Niguel HS      | \$ 3,301.00   | 02/10/2014-<br>05/09/2014 |
| 65. Kwak, Jason              | Volleyball,<br>Varsity (Head)       | Aliso Niguel HS      | \$ 3,301.00   | 02/10/2014-<br>05/09/2014 |
| 66. Lee, Joseph              | Volleyball,<br>Boys' Varsity (Asst) | Aliso Niguel HS      | \$ 2,641.00   | 02/10/2014-<br>05/09/2014 |
| 67. Schwartzburg,<br>Heather | Softball,<br>Varsity (Asst)         | Capistrano Valley HS | \$ 3,081.00   | 03/01/2014-<br>05/16/2014 |
| 68. Staab, Melissa           | Performing Arts Coach               | San Juan Hills HS    | \$ 2,000.00   | 03/25/2014-<br>04/28/2014 |
| 69. Westling, Wayne          | Golf,<br>Varsity (Head)             | Aliso Niguel HS      | \$ 3,301.00   | 02/10/2014-<br>05/09/2014 |

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

| <u>Name</u>           | <u>Position</u>                      | <u>Location</u>      | <u>Salary</u> | <u>Effective Date</u>     |
|-----------------------|--------------------------------------|----------------------|---------------|---------------------------|
| 70. Aneson, Samantha  | Drama Coach                          | Tesoro HS            | \$ 1,000.00   | 01/15/2014-<br>06/25/2014 |
| 71. Bolia, Desmond    | Lacrosse,<br>Boys' (Asst)            | Tesoro HS            | \$ 2,500.00   | 03/01/2014-<br>05/16/2014 |
| 72. Breithaupt, Alex  | Lacrosse,<br>Boys' JV (Head)         | Dana Hills HS        | \$ 1,500.00   | 02/25/2014-<br>05/09/2014 |
| 73. Caldwell, Kyle    | Football,<br>(Asst)                  | Capistrano Valley HS | \$ 3,520.00   | 03/01/2014-<br>05/31/2014 |
| 74. Deverrick, George | Soccer,<br>Girls' Varsity            | Tesoro HS            | \$ 3,300.67   | 03/01/2014-<br>05/30/2014 |
| 75. Duran, Mike       | Basketball,<br>Girls' (Asst)         | Dana Hills HS        | \$ 2,000.00   | 11/11/2013-<br>02/14/2014 |
| 76. Eaton, Pat        | Volleyball,<br>Girls' Varsity (Asst) | Tesoro HS            | \$ 2,640.54   | 03/01/2014-<br>05/30/2014 |
| 77. Heydt, Stephanie  | Color Guard Coach                    | Capistrano Valley HS | \$ 4,000.00   | 03/10/2014-<br>06/30/2014 |
| 78. Jiminez, Michelle | Tennis,<br>Boys' (Asst)              | Capistrano Valley HS | \$ 2,200.00   | 02/23/2014-<br>05/09/2014 |

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of Wednesday, May 14, 2014  
Classified Employees

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

| <u>Name</u>                | <u>Position</u>                  | <u>Location</u>      | <u>Salary</u> | <u>Effective Date</u>     |
|----------------------------|----------------------------------|----------------------|---------------|---------------------------|
| 79. Kwak, Jason            | Volleyball,<br>Frosh/Soph (Asst) | Aliso Niguel HS      | \$ 2,500.00   | 02/10/2014-<br>05/09/2014 |
| 80. LaRocca, Michael       | Track,<br>(Asst)                 | Dana Hills HS        | \$ 2,000.00   | 02/14/2014-<br>05/09/2014 |
| 81. Lee, Joseph            | Volleyball,<br>Boys' JV (Asst)   | Aliso Niguel HS      | \$ 2,500.00   | 02/10/2014-<br>05/09/2014 |
| 82. McClellan,<br>Benjamin | Lacrosse,<br>Boys' (Asst)        | Aliso Niguel HS      | \$ 3,300.00   | 02/10/2014-<br>05/09/2014 |
| 83. McGarry, Vern          | Track,<br>(Asst)                 | Dana Hills HS        | \$ 3,000.00   | 02/14/2014-<br>05/09/2014 |
| 84. Mehren, Jamie          | Track,<br>(Asst)                 | Aliso Niguel HS      | \$ 1,320.00   | 02/10/2014-<br>05/09/2014 |
| 85. Miller, Joe            | Softball,<br>(Asst)              | Tesoro HS            | \$ 2,174.05   | 03/01/2014-<br>05/16/2014 |
| 86. Milosch, Chris         | Track,<br>(Asst)                 | Dana Hills HS        | \$ 1,000.00   | 02/14/2014-<br>05/09/2014 |
| 87. Nicholson, Samuel      | Soccer,<br>Boys' (Asst)          | Tesoro HS            | \$ 2,200.45   | 03/01/2014-<br>05/30/2014 |
| 88. Quinn, Devin           | Football,<br>(Asst)              | Capistrano Valley HS | \$ 3,520.00   | 03/01/2014-<br>05/31/2014 |
| 89. Rainey, Alex           | Lacrosse,<br>Boys' JV (Asst)     | Dana Hills HS        | \$ 1,000.00   | 02/25/2014-<br>05/09/2014 |
| 90. Ricci, David           | Football,<br>JV (Head)           | Capistrano Valley HS | \$ 3,080.00   | 03/01/2014-<br>05/31/2014 |
|                            | Football,<br>Varsity (Asst)      |                      | \$ 3,520.00   | 03/01/2014-<br>05/31/2014 |
| 91. Sedillo, Samuel        | Lacrosse,<br>Boys' (Asst)        | Capistrano Valley HS | \$ 2,640.00   | 03/10/2014-<br>04/30/2014 |
| 92. Staab, Melissa         | Performing Arts Coach            | San Juan Hills HS    | \$ 2,000.00   | 03/25/2014-<br>04/28/2014 |
| 93. Stratton, Andrew       | Football,<br>(Asst)              | Capistrano Valley HS | \$ 3,520.00   | 03/01/2014-<br>05/31/2014 |
| 94. Ward, Austen           | Tennis,<br>(Asst)                | Tesoro HS            | \$ 2,400.00   | 03/01/2014-<br>05/09/2014 |
| 95. White, Sean            | Football,<br>(Asst)              | Capistrano Valley HS | \$ 3,520.00   | 03/01/2014-<br>05/31/2014 |

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**APPROVE EMPLOYMENT PENDING CLEARANCES**

| <u>Name</u>         | <u>Position-Part Time</u>          | <u>Salary</u> | <u>Range<br/>Step</u> | <u>Earliest<br/>Effective<br/>Date</u> |
|---------------------|------------------------------------|---------------|-----------------------|--|
| 96. Tolmasoff, Erin | Inst Asst-Sp Ed<br>(9.5mo/17.5hpw) | \$14.08 hr    | R20-1                 | 05/15/2014                             |

**APPROVE PROMOTION**

| <u>Name</u>          | <u>Former<br/>Position</u>          | <u>Promotion</u>                         | <u>Range<br/>Step</u> | <u>Effective<br/>Date</u> |
|----------------------|-------------------------------------|--|-----------------------|---------------------------|
| 97. Bilaver, Gordana | FS Worker<br>(9.5mo/25hpw)          | Lead FS Worker II<br>(Temp/35hpw)        | R31-10                | 02/18/2014-<br>02/28/2014 |
| 98. Carrillo, Juan   | Custodian III<br>(12mo/40hpw)       | Custodian IV<br>(Temp/40hpw)             | R32-15                | 04/24/2014-<br>05/05/2014 |
| 99. Knittle, Leslie  | FS Worker<br>(9.5mo/15hpw)          | Account Clerk II<br>(12mo/40hpw)         | R29-10                | 05/15/2014                |
| 100. Rasmussen, Judy | Academic Advisor<br>(10.75mo/40hpw) | Head Academic<br>Advisor<br>(Temp/40hpw) | R37-15                | 04/22/2014-<br>06/28/2014 |

**APPROVE ASSIGNMENT ADJUSTMENTS**

| <u>Name</u>       | <u>Former<br/>Position</u> | <u>Assignment<br/>Adjustment</u> | <u>Range<br/>Step</u> | <u>Effective<br/>Date</u> |
|-------------------|----------------------------|----------------------------------|-----------------------|---------------------------|
| 101. Ortiz, Maria | FS Worker<br>(9.5mo/15hpw) | FS Worker<br>(9.5mo/30hpw)       | R14-3                 | 05/15/2014                |

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

| <u>Name</u>           | <u>Additional<br/>Assignment</u>  | <u>Effective<br/>Date</u> |
|-----------------------|---|---------------------------|
| 102. Akhlaghi, Nicole | COTA<br>TAA NTE 10 hpw (30 hour a week COTA to provide 10<br>additional hours per week) | 03/25/2014-<br>06/30/2014 |
| 103. Burton, Irma     | BIngl Comm Svcs Liaison<br>TAA NTE 100 hrs (Student and parent support)                 | 04/01/2014-<br>06/24/2014 |

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT**  
**PAY AT REGULAR RATE OF PAY (Cont.)**

| <u>Name</u>             | <u>Additional<br/>Assignment</u>  | <u>Effective<br/>Date</u> |
|-------------------------|---|---------------------------|
| 104. Cibrian, Maria     | Student Supvr<br>TAA NTE 12 hrs (Supervise students)  | 04/23/2014-<br>05/30/2014 |
| 105. Duarte, Diane      | Presch Teacher<br>TAA NTE 20 hrs (Attend IEPs)  | 03/03/2014-<br>06/30/2014 |
| 106. Evans, Sandra      | BIngl Comm Svcs Liaison<br>TAA NTE 20 hrs (Student and parent support)  | 05/01/2014-<br>06/24/2014 |
| 107. Hafemann, Linda    | Presch Teacher<br>TAA NTE 20 hrs (Attend IEPs)  | 02/03/2014-<br>06/30/2014 |
| 108. Herrera, Peter     | Storekeeper/Delivery Driver<br>TAA NTE 40 hpw (Picking up food and produce after end of<br>school year)                                 | 06/25/2014-<br>06/27/2014 |
| 109. Martinez, Zonia    | BIngl Comm Svcs Liaison<br>TAA NTE 60 hrs (Student and parent support)  | 05/27/2014-<br>06/24/2014 |
| 110. Mohammadi, Lili    | Student Supvr<br>TAA NTE 6 hrs (Supervise students)   | 04/14/2014-<br>06/24/2014 |
| 111. Perez, Rosa        | Student Supvr<br>TAA NTE 12 hrs (Supervise students)  | 04/23/2014-<br>05/30/2014 |
| 112. Peterson, Caroline | Student Supvr<br>TAA NTE 6 hrs (Supervise students)   | 04/14/2014-<br>06/24/2014 |
| 113. Preuitt, Aymara    | BIngl Comm Svcs Liaison<br>TAA NTE 120 hrs (Facilitate ELAC, conduct parent meetings<br>and support student reclassification paperwork) | 04/24/2014-<br>06/24/2014 |
| 114. Rodriguez, Laura   | Lead FS Worker I<br>TAA NTE 35 hpw (Pack summer meals for 2014 and prep for<br>2014-2015 school year)                                   | 06/25/2014-<br>09/03/2014 |
| 115. Rodriguez, Octavio | Storekeeper/Delivery Driver<br>TAA NTE 40 hpw (Picking up food and produce after end of<br>school year)                                 | 06/25/2014-<br>06/27/2014 |
| 116. Rodriguez, Octavio | Storekeeper/Delivery Driver<br>TAA NTE 16 hpw (Beginning of school procedure for<br>delivering food and produce)                        | 09/02/2014-<br>09/03/2014 |
| 117. Sanchez, Jose      | Storekeeper/Delivery Driver<br>TAA NTE 40 hpw (Picking up food and produce after end of<br>school year)                                 | 06/25/2014-<br>06/27/2014 |



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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY (Cont.)**

| <u>Name</u>        | <u>Additional<br/>Assignment</u>   | <u>Effective<br/>Date</u> |
|--------------------|--|---------------------------|
| 118. Sanchez, Jose | Storekeeper/Delivery Driver<br>TAA NTE 16 hpw (Beginning of school procedure for<br>delivering food and produce) | 09/02/2014-<br>09/03/2014 |
| 119. Sosa, Cesar   | Storekeeper/Delivery Driver<br>TAA NTE 40 hpw (Picking up food and produce after end of<br>school year)          | 06/25/2014-<br>06/27/2014 |
|                    | Storekeeper/Delivery Driver<br>TAA NTE 16 hpw (Beginning of school procedure for<br>delivering food and produce) | 09/02/2014-<br>09/03/2014 |

**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED  
FOR VACANT POSITION OR ABSENT EMPLOYEE**

| <u>Name</u>          | <u>Current<br/>Position</u> | <u>Position<br/>Sub As Needed</u> | <u>Range<br/>Step</u> | <u>Effective<br/>Date</u> |
|----------------------|-----------------------------|-----------------------------------|-----------------------|---------------------------|
| 120. Mohammadi, Lili | Inst Asst<br>(9.5mo/15hpw)  | Student Supvr                     |                       | 05/01/2014-<br>06/24/2014 |
| 121. White, Kimberly | IF-Sp Ed<br>(9.5mo/17.5hpw) | Inst Asst                         | R20-9                 | 04/14/2014                |

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**ACCEPT RESIGNATIONS/TERMINATIONS**

| <u>Name</u>            | <u>Position Title</u>   | <u>Reason</u>      | <u>Original Hire Date</u> | <u>Date of Separation</u> |
|------------------------|-------------------------|--------------------|---------------------------|---------------------------|
| 1. Airey, Thomas       | Teacher                 | Relocation         | 02/02/1998                | 06/25/2014                |
| 2. Carroll, Robert     | Substitute Teacher      | Personal           | 09/23/2013                | 05/01/2014                |
| 3. Conlon, Michael     | Teacher                 | Retirement         | 09/07/1977                | 06/25/2014                |
| 4. Dibene, Barbara     | Teacher                 | Retirement         | 09/04/1985                | 06/24/2014                |
| 5. Evans, Analie       | Substitute Teacher      | Other Employment   | 05/15/2012                | 05/05/2014                |
| 6. Faulkner, Aaron     | Substitute Teacher      | District Initiated | 09/12/2013                | 04/23/2014                |
| 7. Hurst, Nichole      | Substitute Teacher      | District Initiated | 05/15/2012                | 05/06/2014                |
| 8. Jameson, Ralph      | Substitute Principal    | District Initiated | 09/15/2010                | 05/07/2014                |
| 9. Koury-Hale, Janice  | Substitute Teacher      | District Initiated | 10/11/2012                | 05/06/2014                |
| 10. Lee, Frank         | Substitute Principal    | District Initiated | 11/02/1999                | 05/07/2014                |
| 11. Margolis, Lorianne | Substitute Teacher      | Personal           | 10/20/2003                | 04/28/2014                |
| 12. Mulhaupt, Patricia | Substitute Principal    | District Initiated | 11/11/2009                | 05/07/2014                |
| 13. Nave, Kristen      | Substitute Psychologist | District Initiated | 01/04/2012                | 05/06/2014                |
| 14. Olsen, Susan       | Adult Ed Teacher        | Retirement         | 01/24/1995                | 06/18/2014                |
| 15. Rose, Linda        | Teacher                 | Retirement         | 01/13/1975                | 06/25/2014                |
| 16. Spero, Barbara     | Teacher                 | Retirement         | 01/07/1999                | 06/24/2014                |
| 17. Stapleton, Wendy   | Substitute Teacher      | District Initiated | 09/12/2013                | 05/08/2014                |
| 18. Starros, Sara      | Substitute Teacher      | District Initiated | 12/12/2013                | 05/08/2014                |
| 19. Villalpando, Diana | Substitute Psychologist | District Initiated | 01/07/2011                | 05/07/2014                |
| 20. White, Alan        | Substitute Teacher      | District Initiated | 03/08/1971                | 05/07/2014                |
| 21. Zuersher, William  | Substitute Teacher      | District Initiated | 11/02/2009                | 04/02/2014                |

**APPROVE EMPLOYMENT**

| <u>Name</u>     | <u>Assignment</u>    | <u>Annual Salary</u> | <u>Column/ Step</u> | <u>Effective Date</u> |
|-----------------|----------------------|----------------------|---------------------|-----------------------|
| 22. Kraft, Paul | Elementary Principal | \$98,403             | 59-1                | 07/01/2014            |
| 23. McKee, Aja  | Autism Specialist    | \$76,689             | 41-5                | 05/12/2014            |

**APPROVE HOME/HOSPITAL TEACHERS**

Pay @ \$35.00 per hour

|                         |                     |
|-------------------------|---------------------|
| 24. Niemeyer, Paul      | 26. Sauer, Patricia |
| 25. Richardson, Katrine |                     |

**APPROVE SUBSTITUTE TEACHERS**

Pay @ \$90.00 per day

|                             |                    |
|-----------------------------|--------------------|
| 27. Cash, Jesse             | 29. Sak, Kymmberly |
| 28. Culbertson, Christopher |                    |

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**APPROVE ADDITIONAL ASSIGNMENTS**

ELD Advisor Duties & Planning Staff Development for Teachers of EL Students – Aliso Viejo MS

Not to exceed 30 hours non-instructional pay @ \$30.00 per hour  
04/01/2014-06/25/2014

30. Jacobson, Jennifer

Vertical Teaming Training – Bernice Ayer MS

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour  
05/20/2014

31. Dunn, Camille

32. Hine, Patricia

After School Tutorial and Homework Center – Dana Hills HS

Not to exceed 35 hours instructional pay @ \$35.00 per hour  
10/21/2013-06/24/2014

33. Rigby, Michael

After School Tutorial – San Clemente HS

Not to exceed 85 hours instructional pay @ \$35.00 per hour  
02/06/2014-06/24/2014

34. Nguyen, Dang

Saturday School Proctor – Tesoro HS

Not to exceed 28 hours instructional pay @ \$35.00 per hour  
03/29/2014-06/21/2014

35. Herwig, Christopher

To Prepare for & Provide Training for Common Core – Education Services

Not to exceed 5 hours non-instructional pay @ \$30.00 per hour  
03/31/2014-04/18/2014

36. Brown, Angela

39. Goit, Jenny

37. Dang Wright, Dolores

40. Morgan, John

38. Famalette, Dwyann

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)**

To Prepare and Teach a Science Workshop – Education Division  
Not to exceed 4 hours non-instructional pay @ \$30.00 per hour  
02/01/2014-06/08/2014

41. Mortenson, Janice

42. Ramirez, Leslie

Nurse Work Plan – School Readiness  
Not to exceed 34 hours non-instructional pay @ \$30.00 per hour  
01/01/2014-06/30/2014

43. Cope, Mary

To Provide Make-up Speech Therapy for Preschool  
Language Builders Program for SLP – Special Education  
Not to exceed 20 hours pay @ hourly per diem rate of \$54.65 per hour  
03/07/2014-04/04/2014

44. Slipkoff, Robyn

To Attend CAT Classes – Special Education  
Not to exceed 1.5 hours non-instructional pay @ \$30.00 per hour  
01/30/2014

45. Radley, Kirstee

**APPROVE ASSIGNMENTS ON SUBJECT MATTER WAIVER**

| <u>Name</u>              | <u>School</u>     | <u>Subject</u>   | <u>Ed Code Provision</u> | <u>Effective Date</u> |
|--------------------------|-------------------|------------------|--------------------------|-----------------------|
| 46. Abe, Stan            | Newhart MS        | Video Production | 44258.2                  | 2013/2014             |
| 47. Banuelos, Chrystiann | Serra HS          | PE               | 44865                    | 2013/2014             |
| 48. Bleidistel, Deanna   | Ladera Ranch MS   | English          | 44256(b)                 | 2013/2014             |
| 49. Brandt, Michael      | Arroyo Vista MS   | Technology       | 44258.2                  | 2013/2014             |
| 50. Buckman, Andrea      | San Clemente HS   | ASL              | 44263                    | 2013/2014             |
| 51. Demers, Jerry        | Bernice Ayer MS   | Science          | 44256(b)                 | 2013/2014             |
| 52. Keene, Gary          | Newhart MS        | Social Science   | 44258.2                  | 2013/2014             |
| 53. Lewis, Elizabeth     | Bernice Ayer MS   | Social Science   | 44256(b)                 | 2013/2014             |
| 54. Morales, Thomas      | Shorecliffs MS    | English          | 44256(b)                 | 2013/2014             |
| 55. O'Brien, Douglas     | Aliso Niguel HS   | Geography        | 44263                    | 2013/2014             |
| 56. Ohnstad, Jonathan    | Aliso Niguel HS   | Technology       | 44263                    | 2013/2014             |
| 57. Olson, Stacey        | Don Juan Avila MS | English          | 44256(b)                 | 2013/2014             |
| 58. Sheridan, Matthew    | Serra HS          | PE               | 44865                    | 2013/2014             |
| 59. Sterling, Keri       | San Clemente HS   | Biology          | 44263                    | 2013/2014             |

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**APPROVE ASSIGNMENTS ON SUBJECT MATTER WAIVER (Cont'd)**

| <u>Name</u>                  | <u>School</u>   | <u>Subject</u> | <u>Ed Code Provision</u> | <u>Effective Date</u> |
|------------------------------|-----------------|----------------|--------------------------|-----------------------|
| 60. Wehunt-Gibson, Christine | Bernice Ayer MS | Social Science | 44258.2                  | 2013/2014             |

**APPROVE CO-CURRICULAR ASSIGNMENTS**

| <u>Name</u>           | <u>Position</u>                | <u>Location</u>   | <u>Salary</u> | <u>Effective Date</u> |
|-----------------------|--------------------------------|-------------------|---------------|-----------------------|
| 61. Kaiser, William   | Newspaper Advisor, HS          | San Juan Hills HS | \$ 3,521.00   | 09/09/2013-06/23/2014 |
| 62. Kubly, Troy       | Outdoor Education, Elem        | George White Elem | \$ 110.00     | 04/14/2014-04/17/2014 |
| 63. Lohmeier, Julie   | Outdoor Education, Elem        | Hankey Elem       | \$ 110.00     | 05/19/2014-05/23/2014 |
| 64. Puffer, Jon       | Swimming, Boys' Varsity (Head) | Aliso Niguel HS   | \$ 3,301.00   | 02/10/2014-05/09/2014 |
| 65. Schoonover, Elisa | Outdoor Education, Elem        | Hankey Elem       | \$ 110.00     | 05/19/2014-05/23/2014 |
| 66. Tally, Bobby      | Track, Asst                    | Aliso Niguel HS   | \$ 2,641.00   | 02/10/2014-05/09/2014 |

**APPROVE CIF CO-CURRICULAR ASSIGNMENTS**

| <u>Name</u>       | <u>Position</u>      | <u>Location</u> | <u>Salary</u> | <u>Effective Date</u> |
|-------------------|----------------------|-----------------|---------------|-----------------------|
| 67. Werner, Danny | Surf, Varsity (Head) | Aliso Niguel HS | \$ 330.00     | 04/02/2014            |

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

| <u>Name</u>       | <u>Position</u> | <u>Location</u>      | <u>Salary</u> | <u>Effective Date</u> |
|-------------------|-----------------|----------------------|---------------|-----------------------|
| 68. Bucher, Ernst | Football, Head  | Capistrano Valley HS | \$ 3,960.00   | 03/01/2014-05/31/2014 |
| 69. Clark, Brian  | Football, Asst  | Capistrano Valley HS | \$ 3,520.00   | 03/01/2014-05/31/2014 |

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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont'd)**

| <u>Name</u>          | <u>Position</u>              | <u>Location</u>      | <u>Salary</u> | <u>Effective Date</u>     |
|----------------------|------------------------------|----------------------|---------------|---------------------------|
| 70. Donnelly, John   | Football,<br>Varsity (Asst)  | San Clemente HS      | \$ 2,000.00   | 03/25/2014-<br>06/04/2014 |
| 71. Gustafson, Ryan  | Football,<br>Asst            | Capistrano Valley HS | \$ 3,520.00   | 03/01/2014-<br>05/31/2014 |
| 72. Kincaid, Mitzi   | Volleyball,<br>Girls'        | San Juan Hills HS    | \$ 1,500.00   | 02/01/2014-<br>05/06/2014 |
| 73. Polk, Rich       | Volleyball,<br>Girls' (Head) | Tesoro HS            | \$ 3,300.00   | 03/01/2014-<br>05/30/2014 |
| 74. Powell, C. Logan | Waterpolo,<br>Girls'         | San Clemente HS      | \$ 2,200.00   | 05/08/2014-<br>06/19/2014 |
| 75. Puffer, Jon      | Waterpolo,<br>Boys' Varsity  | Aliso Niguel HS      | \$ 3,500.00   | 01/27/2014-<br>02/28/2014 |
| 76. Ridill, Bruce    | Track,<br>Boys' (Asst)       | Capistrano Valley HS | \$ 2,640.00   | 03/10/2014-<br>04/30/2014 |
| 77. Skaff, Don       | Golf,<br>Girls' (Head)       | Tesoro HS            | \$ 3,300.00   | 03/01/2014-<br>05/30/2014 |
| 78. Tribe, Joshua    | Football,<br>Asst            | Capistrano Valley HS | \$ 3,520.00   | 03/01/2014-<br>05/31/2014 |
| 79. Turney, Jason    | Golf,<br>Asst                | Aliso Niguel HS      | \$ 2,700.00   | 02/10/2014-<br>05/09/2014 |
| 80. Wright, Cyndi    | Softball,<br>Asst            | Aliso Niguel HS      | \$ 1,500.00   | 02/10/2014-<br>05/09/2014 |

**APPROVE LEAVES OF ABSENCE**

| <u>Name</u>            | <u>Reason</u> | <u>Effective Date</u>     |
|------------------------|---------------|---------------------------|
| 81. Boelman, Scott     | Personal      | 05/09/2014-<br>06/26/2014 |
| 82. Dyer, Blair        | Personal      | 2014/2015                 |
| 83. Halterman, Jody    | Personal      | 2014/2015                 |
| 84. Haubert, Lia       | Personal      | 2014/2015                 |
| 85. Migge, Christina   | Personal      | 2014/2015                 |
| 86. Mischel, Stephanie | Personal      | 2014/2015                 |
| 87. Moore, Courtney    | Personal      | 2014/2015                 |
| 88. Olsen, Katherine   | Personal      | 2014/2015                 |