

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

REVISED  
1-9-15

BOARD OF TRUSTEES  
Regular Meeting

January 14, 2015

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

**AGENDA**

**CLOSED SESSION AT 5:00 P.M.**

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

**A. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**

**EXHIBIT A**

Supervisor IV, Early Childhood Programs  
(Pursuant to Government Code §54957)

**B. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION EXHIBIT B1-B5**

Kirsten Vital/Clark Hampton/Jodee Brentlinger/Michelle Le Patner/  
Attorney Dan Shinoff/Attorney Dan Spradlin  
Significant Exposure to Litigation – Five Cases  
(Pursuant to Government Code §54956.9)

**C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

**EXHIBIT C**

Kirsten Vital/Clark Hampton/John Forney/Attorney Jeff Hoskinson  
Property: Capistrano Valley High School, 26301 Via Escolar, Mission Viejo  
Negotiating Parties: American Tower Corporation  
Under Negotiation: Price and Terms of Payment  
(Pursuant to Education Code §54956.8)

**D. CONFERENCE WITH LABOR NEGOTIATORS**

Kirsten M. Vital/Jodee Brentlinger/Clark Hampton/Attorney Jon Pearl  
Employee Organization:  
1) Capistrano Unified Education Association (CUEA)  
2) California School Employees Association (CSEA)  
3) Teamsters  
4) Unrepresented Employees (CUMA)  
(Pursuant to Government Code §54957.6)

**E. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

**EXHIBIT E**

Attorney Dan Shinoff  
Manager, Board Office Operations  
(Pursuant to Government Code §54957{b}{1})

**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**

*Patrick Levens – Exceptional Service to the District and Scholarship Donor  
Keith Hancock, Andy Magana, and Cathy Olinger – Tesoro High School Performing Arts  
Department Named Semi-finalists for the Grammy Foundation Award  
Student Body President's Report – Capistrano Valley High School*

### **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. ~~EARLY CHILDHOOD PROGRAMS UPDATE:~~**

~~The connection between preschool services and school readiness for school success is important in preparing the 21<sup>st</sup> century student for kindergarten programs and beyond. This report will review data regarding the impact of Early Childhood Programs (ECP) on student success in compulsory education programs, demographic trends that have impacted ECP within the District, and proposed changes within ECP to maximize operational efficiency. There is no financial impact.~~

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

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

#### Staff Recommendation

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

#### **2. RESOLUTION NO. 1415-31, NOTICE OF INTENTION TO GRANT AN EASEMENT (RIGHT OF WAY) TO THE CITY OF SAN JUAN CAPISTRANO AND TAKING ACTIONS RELATED THERETO:**

The Board of Trustees is considering granting an easement and right of way to the City of San Juan Capistrano (City) on a portion of the property owned by the District located at 31422 Camino Capistrano pursuant to Education Code §17556 *et seq.* in order for the City to construct, maintain, adjust, repair, replace, and use, as applicable, roadway surfaces and foundations, curbs, gutters, sidewalks, landscaping, irrigation, utilities, and drainage facilities, and any improvements or facilities appurtenant thereto, and for other similar uses and improvements, including the right of ingress and egress, over, across, along, and under a portion of the District property located at 31422 Camino Capistrano.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

INFORMATION/  
DISCUSSION  
Page 1

#### **EXHIBIT 1**

*Item was pulled  
on 1/7/15, prior  
to posting*

DISCUSSION/  
ACTION  
Page 21

#### **EXHIBIT 2**

Staff Recommendation

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services to present this item.

Following discussion, it is recommended the Board of Trustees Adopt Resolution No. 1415-31, Notice of Intention to Grant an Easement (Right of Way) to the City of San Juan Capistrano and Taking Actions Related Thereto.

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

**ROLL CALL:**

Student Advisor Akhil Patel	_____		
Trustee Alpay	_____	Trustee McNicholas	_____
Trustee Hanacek	_____	Trustee Pritchard	_____
Trustee Jones	_____	Trustee Reardon	_____
		Trustee Hatton-Hodson	_____

**3. PRESENTATION AND RECEIPT OF THE ANNUAL FINANCIAL REPORT FOR THE COMMUNITY FACILITIES DISTRICTS – YEAR ENDING JUNE 30, 2014:**

Last year, the Board requested staff to provide an audit on the Community Facilities Districts (CFDs). This audit will be conducted annually for all CFDs. Under state law, annual fiscal audits are neither accepted nor rejected by a board, but merely received by the district. For record keeping purposes, the Board of Trustees has annually adopted a motion indicating recognition of receipt of the annual audit report. This agenda item pertains to the presentation of the 2013-2014 fiscal year Annual Financial Report to the Board of Trustees. The Annual Financial Report for the fiscal year ending June 30, 2014, was completed by the firm Vavrinek, Trine, Day & Co, LLP, Certified Public Accountants.

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

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

Staff Recommendation

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services, who will introduce a partner from the audit firm Vavrinek, Trine, Day & Co., LLP to present a summary of the audit report for the year ending June 30, 2014.

Following discussion, it is recommended the Board of Trustees receive the Annual Financial Report for the District for the fiscal year ending June 30, 2014.

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

**4. COMMUNITY FACILITIES DISTRICT – DEFINING TERMINOLOGY:**

The Board will be provided with an overview of terms used in Community Facility District (CFD) mitigation agreements to describe authorized uses of CFD funds.

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

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

Staff Recommendation

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

DISCUSSION/  
ACTION

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**EXHIBIT 3**

INFORMATION/  
DISCUSSION

Page 65

**EXHIBIT 4**

**5. SCHOOL BOARD MEETING SCHEDULE FOR JULY THROUGH DECEMBER:**

DISCUSSION/  
ACTION  
Page 125  
**EXHIBIT 5**

At the December 10 Board meeting, Trustees continued the approval of the proposed July through December 2015 School Board Meeting Schedule to allow staff to research if eliminating the August 12 Board meeting would affect District operations. Following staff research, Deputy Superintendent Clark Hampton reported that the statutory deadline for submitting special tax levies to the County is August 10. However, the County of Orange regularly provides an extension until August 20 or 21 but they do not like to extend beyond that date. Therefore, it would be preferable for the Board to approve the special tax levies on August 12. Based on this information, staff prepared three calendars for Trustee consideration. The first proposed calendar is the same calendar presented at the December 10 meeting. The second calendar eliminates the August 26 Board meeting, and the third calendar has one meeting in July and one meeting in August. Typically, Board meetings in July last less than an hour, so one meeting in July would be sufficient to conduct business. Having only one meeting in July and/or August would allow Trustees an opportunity to take a vacation during the summer months without missing a Board meeting.

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

***Contact: Kirsten M. Vital, Superintendent***

**Staff Recommendation**

It is recommended the Board President recognize Kirsten Vital, Superintendent, to present this item.

Following discussion, it is recommended the Board of Trustees approve one of the proposed July through December 2015 School Board Meeting Schedule or provide direction to staff.

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

- 6. FIRST READING – REVISIONS TO BOARD POLICY 6151, CLASS SIZE:**  
Board Policy 6151, *Class Size*, is the governing policy for establishment of class sizes within the District. Due to the elimination of the Class Size Reduction Program in grades K-3, this policy is being brought to the Board to align with current practice.

INFORMATION/  
DISCUSSION  
Page 129  
**EXHIBIT 6**

***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.

**CONSENT CALENDAR**

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

**GENERAL FUNCTIONS**

- 7. SCHOOL BOARD MINUTES:**  
Approval of the minutes of the December 10, 2014, regular Board meeting.  
***Contact: Jane Boos, Manager, Board Office Operations***

Page 131  
**EXHIBIT 7**

**8. CALIFORNIA SCHOOL BOARDS ASSOCIATION MEMBERSHIP:**

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**EXHIBIT 8**

Approval of membership in CSBA and GAMUT Online. Membership in the California School Boards Association (CSBA) would give Board members and administrators access to high-quality resources, support, and services that would help them fulfill their complex governance and leadership roles. One of the benefits of being a member of CSBA is membership provides a service entitled *Governance and Management Using Technology* (GAMUT). The GAMUT online policy information service provides easy access to CSBA's more than 650 sample policies, regulations, and bylaws; pertinent laws; and other resources, and is updated continuously. It includes all of CSBA's sample policies, the entire Education Code, Title 5, other referenced state and federal code sections, California Department of Education advisories, a "keyword" index, and the ability to download sample policies and regulations to word processing programs for editing, which would maximize efficiency. GAMUT would assist staff with bringing current Board policy into compliance. The vast majority of Board policies are outdated and many have not been updated since 1995. District membership fees in CSBA (\$7,196) and GAMUT Online services (\$2,188) for this year would be pro-rated from February 1 – June 30, 2015. Membership fees would be paid from the general fund.

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

***Contact: Kirsten M. Vital, Superintendent***

**CURRICULUM & INSTRUCTION**

**9. LOCAL CONTROL ACCOUNTABILITY PLAN PARENT ADVISORY COMMITTEE:**

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**EXHIBIT 9**

Approval of the Local Control Accountability Plan (LCAP) Parent Advisory Committee (PAC) members. The Local Control Funding Formula, California's school funding model, requires the development of an LCAP that links spending to specific district goals for student achievement. Districts are held accountable to the specific ways in which money is spent and how those decisions are improving student outcomes. A key aspect of the LCAP process is the engagement of and consultation with specific parent/guardian groups, including representation of foster-youth and low socio-economic status students. One way this is facilitated is through the formation of a PAC. The LCAP PAC will meet regularly to review the sections of the LCAP and provide ongoing input into the monitoring and revision of the LCAP. Applications for membership were available between December 5, 2014, through December 19, 2014, at all school sites, the Education Center reception desk, and on the District website.

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

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

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

**10. RESOLUTION NO. 1415-30, AMENDMENTS TO AGREEMENT CSPP-4309 WITH THE CALIFORNIA DEPARTMENT OF EDUCATION FOR THE PURPOSE OF PROVIDING CHILD CARE AND DEVELOPMENT SERVICES:**

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**EXHIBIT 10**

Approval of Resolution No. 1415-30, Amendments to Agreement No. CSPP-4309 with the California Department of Education for Child Development Services. This contract is a ratification of Amendment 01 to Contract No. CSPP-4309 with the California Department of Education for Child Development Services. Amendment 01 increases the maximum reimbursable rate from \$2,210,692 to \$2,521,512 from July 1, 2014, to June 30, 2015. This Agreement provides services related to preschool-age children to enhance optimal early childhood development and school readiness. The District's current enrollment within the state-funded program is operating above current minimum capacity levels. There is no financial impact.

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

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

- 11. STUDENT TEACHING AGREEMENT – AZUSA PACIFIC UNIVERSITY:** Page 149  
**EXHIBIT 11**  
 Approval of student teaching agreement with Azusa Pacific 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 Service, Elementary*
- BUSINESS & SUPPORT SERVICES**
- 12. PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:** Page 153  
**EXHIBIT 12**  
 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 \$2,509,054.79 and the commercial warrants total \$10,547,851.70. 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*
- 13. DONATION OF FUNDS AND EQUIPMENT:** Page 203  
**EXHIBIT 13**  
 Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$138, 171.12 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*
- 14. INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE, AND MASTER CONTRACT AGREEMENTS:** Page 205  
**EXHIBIT 14**  
 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 \$11,000; eight ratifications to new agreements totaling \$151,027; one extension to an existing agreement totaling \$56,000; two extension ratifications to an existing agreements totaling \$10,500; and four amendment ratifications to existing agreements totaling \$68,400. 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*
- 15. SPECIAL EDUCATION SETTLEMENT AGREEMENTS:**  
 Approval of special education Settlement Agreement Case #2014090634 and Informal Dispute Resolution Case #092314. Due to the confidential nature of the Agreements, supporting information is provided to Trustees under separate cover. Expenditures under these Agreements are limited to \$66,060, funded by special education funds.  
*CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*  
*Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations*

**16. SPECIAL EDUCATION SETTLEMENT AGREEMENTS:**

Approval of the ratification of special education Settlement Agreement Case #2014100964, Informal Dispute Resolution Case #102814, and Case #112914. Due to the confidential nature of the Agreements, supporting information is provided to Trustees under separate cover. Expenditures under these Agreements are limited to \$21,000, funded by special education funds.

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

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

**17. INCOME AGREEMENT WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:**

Ratification of the Income Agreement No. 41333 with the Orange County Superintendent of Schools to provide Leadership Development training for administrative coaching services for District administrators, specifically provided by Sheri Loewenstein of Instructional Services Programs – Institute for Leadership Development. The contractor will provide services at the rates indicated in the Agreement. The term of this Agreement is July 1, 2014, through June 30, 2015. Annual expenditures under this contract are limited to \$20,000, paid by the general fund.

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

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

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**EXHIBIT 17**

**18. EXTENSION OF INDEPENDENT CONTRACTOR AGREEMENT WITH KNOWLAND CONSTRUCTION SERVICES:**

Approval of the Extension of Independent Contractor Agreement No. I1011109 (ICA No. I1011109) with Knowland Construction Services (Knowland), to provide Department of State Architect (DSA) Inspector of Record (IOR) inspections, as required by the District. ICA No. I1011109 was awarded to Knowland pursuant to RFQ No. 4-1011 in 2011 for a one-year term. The District's Board of Trustees subsequently extended ICA No. I1011109 for a one-year term (ending in January 2013) and, then again, on January 27, 2014, for an additional year (ending on January 11, 2015). Knowland will provide services at the originally negotiated pricing, set forth in the 2011 Agreement, for the upcoming renewal period. Annual expenditures under this contract are limited to \$400,000, funded by the applicable project account.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

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**EXHIBIT 18**

**PERSONNEL SERVICES**

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

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*

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**EXHIBIT 19**

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

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*

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**EXHIBIT 20**

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

**ROLL CALL:**

Student Advisor Akhil Patel \_\_\_\_\_

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

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

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

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

**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, JANUARY 28, 2015, 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.*

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**EARLY CHILDHOOD PROGRAMS UPDATE**

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*This item was pulled from the agenda on 1/7/15, prior to posting.*

*(Pages 1-20)*

**RESOLUTION NO. 1415-31**

**NOTICE OF INTENTION TO GRANT AN EASEMENT (RIGHT OF WAY) TO THE CITY OF SAN JUAN CAPISTRANO AND TAKING ACTIONS RELATED THERETO**

*WHEREAS*, the City of San Juan Capistrano (City) has requested that the Capistrano Unified School District (School District) dedicate an easement to City upon a portion of the School District's J. Serra High School site (Easement). A legal description and map depicting the location of the Easement is attached hereto as Exhibit "A" and incorporated herein;

*WHEREAS*, pursuant to Education Code §17556, the governing board of a school district may convey to the state, or any political subdivision or municipal corporation thereof, for public street or highway purposes any real property belonging to such school district upon such terms and conditions as the parties thereto may agree;

*WHEREAS*, the School District desires to provide the Easement to City for public street or highway purposes;

*WHEREAS*, pursuant to Education Code §17557, the School District's governing board must, prior to dedicating an easement, adopt a resolution declaring its intention to dedicate such easement in a regular open meeting by two-thirds (2/3) vote of all of its members;

*WHEREAS*, pursuant to Education Code §17557, the School District's governing board must fix a time at its regular place of meeting for a public hearing upon the question of making the dedication of the Easement; and

*WHEREAS*, pursuant to Education Code §17558, the School District is required to post copies of this Resolution, signed by the board, in three (3) public places within the School District's boundaries not less than ten (10) days before the public hearing, and publish notice once, not less than five (5) days before the public hearing in a newspaper of general circulation published in the School District, if there is one, or, if there is no such newspaper published in the School District, then in a newspaper published in the county which has a general circulation in the School District.

*NOW, THEREFORE, THE BOARD DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:*

Section 1. That the above recitals are all true and correct.

Section 2. That the School District's Board declares its intent to dedicate the Easement to City upon the terms and conditions set forth in the recitals.

Section 3. That the Board establishes January 28, 2015, for a public hearing on the question of the School District's intent to dedicate the Easement to City.

EXHIBIT 2

Section 4. The School District staff shall post this resolution in three (3) public places within the School District's boundaries and publish notice of the adoption of this Resolution in compliance with Education Code §17558.

ADOPTED, SIGNED AND APPROVED this 14<sup>th</sup> day of January 2015.

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Lynn Hatton-Hodson  
President of the Board of Trustees

I, Martha McNicholas, Clerk of the Board of Trustees of Capistrano Unified School District, do hereby certify that the foregoing Resolution was adopted by the Board of Trustees of said District at a meeting of said Board held on the 14<sup>th</sup> day of January 2015, and that it was so adopted by the following vote:

AYES:

NOES:

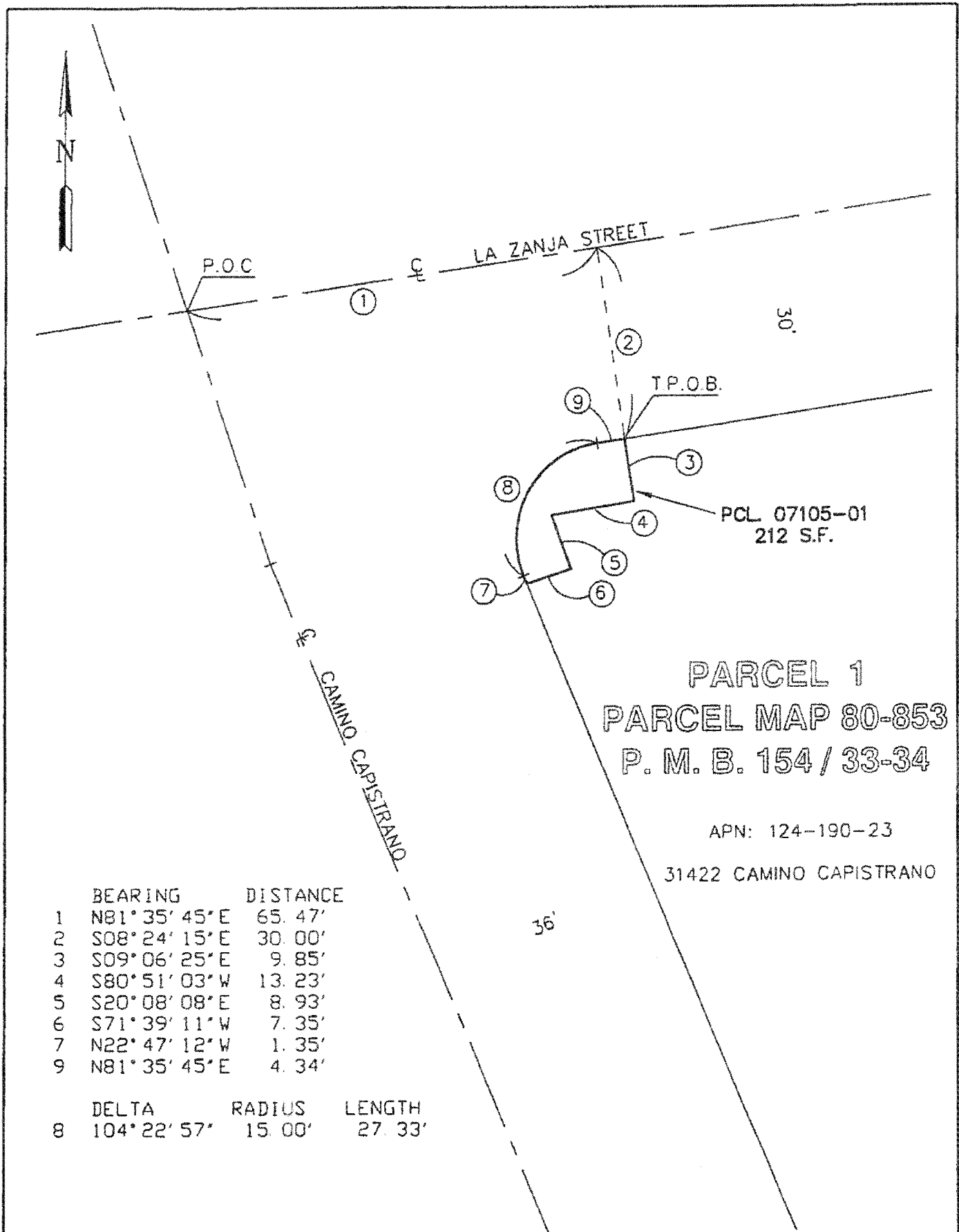
ABSTAIN:

ABSENT:

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Martha McNicholas  
Clerk of the Board of Trustees

EXHIBIT "A"  
**LEGAL DESCRIPTION AND MAP OF THE EASEMENT**  
**(TO BE INSERTED)**



JOB #: 114-016

DATE: 6/26/14

SCALE: 1"=20'

SHEET 1 OF 1

EXHIBIT "B"

PARCEL 07105-01

COAST

SURVEYING, INC.

15031 PARKWAY LOOP, SUITE B  
TUSTIN, CA 92780-6527 (714) 918-6266

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 14, 2015

**PRESENTATION AND RECEIPT OF THE ANNUAL FINANCIAL REPORT FOR THE  
COMMUNITY FACILITIES DISTRICTS YEAR ENDING JUNE 30, 2014**

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**BACKGROUND INFORMATION**

Last year, the Board requested staff to provide an audit on the Community Facilities Districts. This audit will be conducted annually for all CFD's.

Under state law, annual fiscal audits are neither accepted nor rejected by a board, but merely received by the district. For record keeping purposes, the Board of Trustees has annually adopted a motion indicating recognition of receipt of the annual audit report.

**CURRENT CONSIDERATION**

This item pertains to the presentation of the 2013-2014 fiscal year Annual Financial Report of the Community Facilities Districts to the Board of Trustees. The Annual Financial Report for the fiscal year ending June 30, 2014, was completed by the firm Vavrinek, Trine, Day & Co, LLP, Certified Public Accountants.

The audit firm is required to make any recommendations regarding compliance issues as well as items that are appropriate for improving the fiscal or internal controls of the District.

**FINANCIAL IMPLICATIONS**

There is no financial impact.

**STAFF RECOMMENDATION**

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services, who will introduce a partner from the audit firm Vavrinek, Trine, Day & Co., LLP to present a summary of the audit report for the year ending June 30, 2014.

Following discussion, it is recommended the Board of Trustees receive the Annual Financial Report for the District for the fiscal year ending June 30, 2014.

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

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**COMMUNITY FACILITIES DISTRICTS  
FINANCIAL AND PERFORMANCE AUDIT**

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**JUNE 30, 2014**



**CAPISTRANO UNIFIED SCHOOL DISTRICT**

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**COMMUNITY FACILITIES DISTRICTS  
FINANCIAL AUDIT**

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**JUNE 30, 2014**

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICTS**

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JUNE 30, 2014**

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***FINANCIAL SECTION***

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## **INDEPENDENT AUDITOR'S REPORT**

Governing Board  
Capistrano Unified School District  
San Juan Capistrano, California

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the Capistrano Unified School District (the District), Capital Project Fund for Blended Component Units specific to the Community Facilities Districts (CFDs) No. 87-1, 88-1, 92-1, 98-1A, 98-2, 90-2, 2004-1, 90-1, 94-1, and 2005-1, the related fiduciary funds, and the related notes to the financial statements as of and for the year ended June 30, 2014, as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of financial statements, whether due to error or fraud. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Capital Project Fund for Blended Component Units and the related fiduciary funds of the Capistrano Unified School District at June 30, 2014, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## Emphasis of Matter

As discussed in Note 1, the financial statements present only the financial statements of the Capital Project Fund for Blended Component Units and the related fiduciary funds, and are not intended to present fairly the financial position and changes in financial position of Capistrano Unified School District in accordance with accounting principles generally accepted in the United States of America.

## Other Matters

### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Capistrano Unified School District's Capital Project Fund for Blended Component Units and the related fiduciary funds. The combining statements and the other supplementary information as listed on the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The accompanying supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the Capital Project Fund for Blended Component Units and the related fiduciary funds and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the Capital Project Fund for Blended Component Units and the related fiduciary funds, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

## Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated \_\_\_\_\_, 2015, on our consideration of the District's Capital Project Fund for Blended Component Units and the related fiduciary funds internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's Capital Project Fund for Blended Component Units and the related fiduciary funds internal control over financial reporting and compliance. Accordingly, this communication is not suitable for any other purpose.

Rancho Cucamonga, California  
\_\_\_\_\_, 2015

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT**

**GOVERNMENTAL FUND  
BALANCE SHEET  
JUNE 30, 2014**

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	<b>Capital Project Fund for Blended Component Units</b>
<b>ASSETS</b>	
Deposits and investments	\$ 35,153,616
Receivables	39,318
<b>Total Assets</b>	<u><u>\$ 35,192,934</u></u>
<b>LIABILITIES AND FUND BALANCES</b>	
<b>Liabilities:</b>	
Accounts payable	\$ 420,214
Due to other funds	430,523
<b>Total Liabilities</b>	<u>850,737</u>
<b>Fund Balance:</b>	
Restricted	<u>34,342,197</u>
<b>Total Liabilities and         Fund Balances</b>	<u><u>\$ 35,192,934</u></u>

The accompanying notes are an integral part of these financial statements.

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT**

**GOVERNMENTAL FUND  
STATEMENT OF REVENUES, EXPENDITURES, AND  
CHANGES IN FUND BALANCE  
JUNE 30, 2014**

	<b>Capital Project Fund for Blended Component Units</b>
<b>REVENUES</b>	
Other local sources	<u>\$ 8,932,734</u>
<b>EXPENDITURES</b>	
Current	
Plant services	1,470,949
Facility acquisition and construction	7,271,833
Other outgo	<u>3,404,045</u>
<b>Total Expenditures</b>	<u>12,146,827</u>
<b>Deficiency of Revenues</b>	
<b>Over Expenditures</b>	<u>(3,214,093)</u>
<b>Other Financing Sources</b>	
Other sources	<u>9,022,786</u>
<b>NET CHANGE IN FUND BALANCES</b>	<u>5,808,693</u>
<b>Fund Balances - Beginning</b>	<u>28,533,504</u>
<b>Fund Balances - Ending</b>	<u><u>\$ 34,342,197</u></u>

The accompanying notes are an integral part of these financial statements.

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT**

**FIDUCIARY FUNDS  
STATEMENT OF NET POSITION  
JUNE 30, 2014**

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	<b>CFD Agency Funds</b>
<b>ASSETS</b>	
Deposits and investments	\$ 44,374,323
Receivables	919,354
<b>Total Assets</b>	<u>45,293,677</u>
<b>LIABILITIES</b>	
Accounts payable	\$ 69,082
Due to bondholders	45,224,595
<b>Total Liabilities</b>	<u>\$ 45,293,677</u>

The accompanying notes are an integral part of these financial statements.



# CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS

## NOTES TO FINANCIAL STATEMENTS JUNE 30, 2014

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### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Community Facilities Districts No. 87-1, 88-1, 92-1, 98-1A, 98-2, 90-2, 2004-1, 90-1, 94-1, and 2005-1 (CFDs) of Capistrano Unified School District (the District) have been prepared in conformity with accounting principles applicable to governmental units which are generally accepted in the United States of America. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles.

#### **The Reporting Entity**

The financial statements include the Capital Project Fund for Blended Component Units and the related Fiduciary Funds specific to the Community Facilities Districts No. 87-1, 88-1, 92-1, 98-1A, 98-2, 90-2, 2004-1, 90-1, 94-1, and 2005-1 of the Capistrano Unified School District used to account for capital projects financed by Mello-Roos Community Facilities Districts and the receipt of special taxes for payment of debt required for the CFDs. These financial statements are not intended to present fairly the financial position and results of operations of the Capistrano Unified School District in compliance with accounting principles generally accepted in the United States of America.

#### **Fund Accounting**

The operations of the CFDs are accounted for in a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in the fund based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

#### **Basis of Accounting**

The CFDs capital projects activity is accounted for using a flow of current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. The statement of revenues, expenditures, and changes in fund balance reports on the sources (revenues and other financing sources) and uses (expenditures and other financing uses) of current financial resources.

Fiduciary funds accounted for the CFD's receipt of special taxes for payment of debt using the flow of economic resources measurement focus and the accrual basis of accounting.

#### **Encumbrances**

The District utilizes an encumbrance accounting system under which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation. Encumbrances are liquidated when the commitments are paid and all outstanding encumbrances are liquidated at June 30 since they do not constitute expenditures or liabilities.

# CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS

## NOTES TO FINANCIAL STATEMENTS JUNE 30, 2014

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### **Fund Balance**

As of June 30, 2014, fund balance of the Capital Project Fund for Blended Component Units is classified as follows:

**Restricted** - amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, voters or the laws or regulations of other governments.

### **Spending Order Policy**

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the governing board has provided otherwise in its commitment or assignment actions.

### **Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICTS**

**NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2014**

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**NOTE 2 - DEPOSITS AND INVESTMENTS**

Deposits and investments as of June 30, 2014, are classified as follows:

Governmental fund	\$ 35,153,616
Fiduciary fund	44,374,323
Total Deposits and Investments	<u>\$ 79,527,939</u>
Cash with fiscal agent	\$ 5,030,993
Investments	74,496,946
Total Deposits and Investments	<u>\$ 79,527,939</u>

**Policies and Practices**

The District is authorized under *California Government Code* to make direct investments in local agency bonds, notes, or warrants within the State: U.S. Treasury instrument; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreement; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security, and collateralized mortgage obligations.

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICTS**

**NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2014**

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**General Authorizations**

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICTS**

**NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2014**

**Authorized Under Debt Agreements**

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment In One Issuer
U.S. Treasury Obligations	N/A	None	None
Federal Housing Administration Debentures	N/A	None	None
Federal Home Loan Mortgage Corporation	N/A	None	None
Participation Certificates - Senior Debt Obligations	N/A	None	None
Farm Credit Banks Bonds and Notes	N/A	None	None
Federal Home Loan Banks Consolidated Debt Obligations	N/A	None	None
Federal National Mortgage Association Senior Debt Obligations	N/A	None	None
Student Loan Marketing Association Senior Debt Obligations	N/A	None	None
Financing Corporation Debt Obligations	N/A	None	None
Resolution Funding Corporation Debt Obligations	N/A	None	None
Certificates of Deposit, Time Deposits, Bankers' Acceptances	30 days	None	None
Commercial Paper	270 days	None	None
Deposit Accounts	N/A	None	None
Money Market Funds	N/A	None	None
Registered State Bonds, Notes, Warrants	N/A	None	None
Local Agency Bonds, Notes, Warrants	N/A	None	None
Repurchase Agreements	N/A	None	None
Investment Agreements	N/A	None	None

**Interest Rate Risk and Credit Risk**

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The District manages its exposure to interest rate risk by purchasing a combination of shorter term and longer term investments and by limiting the total amount invested in any one issuer.

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the actual rating as of the year-end for each investment type.

# CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS

## NOTES TO FINANCIAL STATEMENTS JUNE 30, 2014

Information about the sensitivity of the fair values of the District's investments to market interest rate fluctuation and the actual rating as of year-end for each investment is provided by the following schedule that shows the distribution of the District's investment by maturity:

Investment Type	Cost Basis	Fair Value	Maturity Date/ Average	Standard and Poor's Rating
			Maturity in Days	
First American Government Obligations Fund Class Y	\$ 68,350,932	\$ 68,350,932	40	AAAm
Bayerische Landesbank Girozentrale - Investment Agreement <sup>1</sup>	637,750	637,750	9/1/2014	*
FSA Capital Management Service GIC Investment <sup>1</sup>	3,576,000	3,576,000	8/20/2020	*
FSA Capital Management Service GIC Investment <sup>1</sup>	1,932,264	1,932,264	8/25/2032	*
Total	\$ 74,496,946	\$ 74,496,946		

\* Not rated, nor required to be rated

<sup>1</sup> Investment balance relates to amounts that will be used to repay non-obligatory debt of CFDs, as discussed in Note 6.

### Custodial Credit Risk - Deposits

This is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a policy for custodial credit risk for deposits. However, the *California Government Code* requires that a financial institution secure deposits made by State or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agency. California law also allows financial institutions to secure public deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits and letters of credit issued by the Federal Home Loan Bank of San Francisco having a value of 105 percent of the secured deposits. As of June 30, 2014, the District had a bank balance of \$5,030,993 that was exposed to custodial credit risk because it was uninsured and collateralized with securities held by the pledging financial institution's trust department or agent, but not in the name of the District.

### Custodial Credit Risk - Investments

This is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of its investments or collateral securities that are in possession of an outside party. The District has investment agreements with FSA Capital Management Services and Bayerische Landesbank Girozentrale. The investment agreements are held in fiduciary funds related to the CFDs. A stipulation for each investment agreement requires the collateralization of each investment agreement. As a result, respective collateral agents for the investment agreements hold securities representing 102 percent of the outstanding principal amount of the investment agreement on behalf of the trustee, U.S. Bank. As such, investment agreements with a cost of \$6,146,014 are subjected to custodial credit risk exposure because the related securities are uninsured, unregistered, and held by counterparty's trust department or agent but not in the name of the District.

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICTS**

**NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2014**

**NOTE 3 - ACCOUNTS RECEIVABLE**

Accounts receivable at June 30, 2014, consisted of the following:

CFD	Governmental		Fiduciary Funds				
	Fund						
	88-1	87-1	88-1	92-1	98-1A	98-2	90-2
Local Government							
Interest	\$ -	\$ 68,784	\$ 14,564	\$ 357	\$ 64	\$ 1,378	\$ 37,413
Special taxes	-	168,321	27,698	48,615	14,424	232,384	160,699
Other	39,318	-	-	-	-	-	-
	<u>\$ 39,318</u>	<u>\$ 237,105</u>	<u>\$ 42,262</u>	<u>\$ 48,972</u>	<u>\$ 14,488</u>	<u>\$ 233,762</u>	<u>\$ 198,112</u>

CFD	Fiduciary Funds			
	2004-1	94-1	2005-1	Total
Local Government				
Interest	\$ 104	\$ -	\$ 60	\$ 122,724
Special taxes	44,559	80,548	19,382	796,630
Other	-	-	-	-
	<u>\$ 44,663</u>	<u>\$ 80,548</u>	<u>\$ 19,442</u>	<u>\$ 919,354</u>

**NOTE 4 - ACCOUNTS PAYABLE**

Accounts payable at June 30, 2014, consisted of the following:

CFD	Governmental Fund							
	87-1	88-1	92-1	98-2	90-2	2004-1	2005-1	Total
Capital Outlay	\$ 319,239	\$ -	\$ -	\$ 1,409	\$ -	\$ -	\$ -	\$ 320,648
Other payables	2,199	6,389	924	1,146	82,028	153	6,727	99,566
	<u>\$ 321,438</u>	<u>\$ 6,389</u>	<u>\$ 924</u>	<u>\$ 2,555</u>	<u>\$ 82,028</u>	<u>\$ 153</u>	<u>\$ 6,727</u>	<u>\$ 420,214</u>

CFD	Fiduciary Funds			
	98-1A	90-1	94-1	Total
Services	\$ 33,126	\$ 445	\$ -	\$ 33,571
Other payables	-	-	35,511	35,511
	<u>\$ 33,126</u>	<u>\$ 445</u>	<u>\$ 35,511</u>	<u>\$ 69,082</u>

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICTS**

**NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2014**

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**NOTE 5 - INTERFUND TRANSACTIONS**

**Interfund Payables (Due To)**

Due To	Due From							
	Capital Project Fund for Blended Component Units							
	87-1	88-1	92-1	98-2	90-2	2004-1	2005-1	Total
General Fund	\$ 77,849	\$ 69,928	\$ 41,613	\$ 83,931	\$ 88,780	\$ 23,169	\$ 45,253	\$ 430,523

The Capital Project Fund for Blended Component Units owes \$430,523 to the General Fund for administrative costs.



**CAPISTRANO UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICTS**

**NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2014**

**NOTE 6 - NON-OBLIGATORY DEBT**

Non-obligatory debt relates to debt issuances by the Community Facilities Districts as authorized by the Mello-Roos Community Facilities Act of 1982 as amended, and are payable from special taxes levied on property within the Community Facilities Districts according to a methodology approved by the voters within the District. Neither the faith and credit nor taxing power of the District is pledged to the payment of the bonds. Reserves have been established from the bond proceeds to meet delinquencies should they occur. If delinquencies occur beyond the amounts held in those reserves, the District has no duty to pay the delinquency out of any available funds of the District. The District acts solely as an agent for those paying taxes levied and the bondholders, and may initiate foreclosure proceedings. Special assessment debt of \$260,250,407 as of June 30, 2014, does not represent debt of the District and, as such, does not appear in the accompanying basic financial statements.

Future payments are as follows:

Fiscal Year	Principal Including Accreted Interest	Accreted Interest	Current Interest to Maturity	Total
2015	\$ 13,095,000	\$ -	\$ 11,106,996	\$ 24,201,996
2016	11,580,000	-	10,589,706	22,169,706
2017	12,345,000	-	10,097,442	22,442,442
2018	13,160,000	-	9,544,099	22,704,099
2019	14,055,000	-	8,933,668	22,988,668
2020-2024	64,825,000	-	35,043,840	99,868,840
2025-2029	68,175,000	-	20,434,412	88,609,412
2030-2034	57,115,407	24,269,593	5,177,425	86,562,425
2035-2039	2,740,000	-	1,194,319	3,934,319
2040-2044	3,160,000	-	460,900	3,620,900
Total	<u>\$ 260,250,407</u>	<u>\$ 24,269,593</u>	<u>\$ 112,582,806</u>	<u>\$ 397,102,806</u>

**NOTE 7 - CONTINGENCIES**

**Litigation**

The District is not currently party to any legal proceedings related to the Community Facilities District.

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***SUPPLEMENTARY INFORMATION***

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**CAPISTRANO UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICTS**

**GOVERNMENTAL FUND  
COMBINING BALANCE SHEET  
JUNE 30, 2014**

	<b>CFD 87-1</b>	<b>CFD 88-1</b>	<b>CFD 92-1</b>	<b>CFD 98-2</b>
<b>ASSETS</b>				
Deposits and investments	\$ 12,677,515	\$ 459,774	\$ 7,204,345	\$ 4,382,638
Receivables	-	39,318	-	-
<b>Total Assets</b>	<u>\$ 12,677,515</u>	<u>\$ 499,092</u>	<u>\$ 7,204,345</u>	<u>\$ 4,382,638</u>
<b>LIABILITIES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Accounts payable	\$ 321,438	\$ 6,389	\$ 924	\$ 2,555
Due to other funds	77,849	69,928	41,613	83,931
<b>Total Liabilities</b>	<u>399,287</u>	<u>76,317</u>	<u>42,537</u>	<u>86,486</u>
<b>Fund Balance:</b>				
Restricted	12,278,228	422,775	7,161,808	4,296,152
<b>Total Liabilities and Fund Balances</b>	<u>\$ 12,677,515</u>	<u>\$ 499,092</u>	<u>\$ 7,204,345</u>	<u>\$ 4,382,638</u>

See accompanying note to supplementary information.

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<b>CFD 90-2</b>	<b>CFD 2004-1</b>	<b>CFD 2005-1</b>	<b>Total Capital Project Fund for Blended Component Units</b>
\$ 8,642,875	\$ 1,392,723	\$ 393,746	\$ 35,153,616
-	-	-	39,318
<u>\$ 8,642,875</u>	<u>\$ 1,392,723</u>	<u>\$ 393,746</u>	<u>\$ 35,192,934</u>

\$ 82,028	\$ 153	\$ 6,727	\$ 420,214
88,780	23,169	45,253	430,523
<u>170,808</u>	<u>23,322</u>	<u>51,980</u>	<u>850,737</u>
<u>8,472,067</u>	<u>1,369,401</u>	<u>341,766</u>	<u>34,342,197</u>
<u>\$ 8,642,875</u>	<u>\$ 1,392,723</u>	<u>\$ 393,746</u>	<u>\$ 35,192,934</u>

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICTS**

**GOVERNMENTAL FUND  
COMBINING STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE  
FOR THE YEAR ENDED JUNE 30, 2014**

	<b>CFD 87-1</b>	<b>CFD 88-1</b>	<b>CFD 92-1</b>	<b>CFD 98-2</b>
<b>REVENUES</b>				
Other local sources	\$ 3,685,817	\$ 144,808	\$ 738,485	\$ 2,433,221
<b>EXPENDITURES</b>				
Current				
Plant services	425,446	54,667	186,829	155,820
Facility acquisition and construction	1,354,520	9,918	42,537	-
Other outgo	-	512,410	4,052	504,904
<b>Total Expenditures</b>	<b>1,779,966</b>	<b>576,995</b>	<b>233,418</b>	<b>660,724</b>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>1,905,851</b>	<b>(432,187)</b>	<b>505,067</b>	<b>1,772,497</b>
<b>Other Financing Sources (Uses)</b>				
Transfers in	499,709			
Other sources	-	-	152,004	
Transfers out	-	(237,590)	(239,803)	(63,452)
<b>Net Financing Sources         (Uses)</b>	<b>499,709</b>	<b>(237,590)</b>	<b>(87,799)</b>	<b>(63,452)</b>
<b>NET CHANGE IN FUND BALANCES</b>	<b>2,405,560</b>	<b>(669,777)</b>	<b>417,268</b>	<b>1,709,045</b>
<b>Fund Balances - Beginning</b>	<b>9,872,668</b>	<b>1,092,552</b>	<b>6,744,540</b>	<b>2,587,107</b>
<b>Fund Balances - Ending</b>	<b>\$ 12,278,228</b>	<b>\$ 422,775</b>	<b>\$ 7,161,808</b>	<b>\$ 4,296,152</b>

See accompanying note to supplementary information.

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<b>CFD 90-2</b>	<b>CFD 2004-1</b>	<b>CFD 2005-1</b>	<b>Total Capital Project Fund for Blended Component Units</b>
<u>\$ 1,671,011</u>	<u>\$ 256,495</u>	<u>\$ 2,897</u>	<u>\$ 8,932,734</u>
-	-	648,187	1,470,949
1,812,419	33,801	4,018,638	7,271,833
-	-	2,382,679	3,404,045
<u>1,812,419</u>	<u>33,801</u>	<u>7,049,504</u>	<u>12,146,827</u>
<u>(141,408)</u>	<u>222,694</u>	<u>(7,046,607)</u>	<u>(3,214,093)</u>
	63,452		563,161
1,482,409	-	7,388,373	9,022,786
<u>(22,316)</u>	<u>-</u>	<u>-</u>	<u>(563,161)</u>
<u>1,460,093</u>	<u>63,452</u>	<u>7,388,373</u>	<u>9,022,786</u>
<u>1,318,685</u>	<u>286,146</u>	<u>341,766</u>	<u>5,808,693</u>
<u>7,153,382</u>	<u>1,083,255</u>	<u>-</u>	<u>28,533,504</u>
<u>\$ 8,472,067</u>	<u>\$ 1,369,401</u>	<u>\$ 341,766</u>	<u>\$ 34,342,197</u>

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICTS**

**FIDUCIARY FUNDS  
COMBINING STATEMENT OF NET POSITION  
FOR THE YEAR ENDED JUNE 30, 2014**

	<b>CFD 87-1</b>	<b>CFD 88-1</b>	<b>CFD 92-1</b>	<b>CFD 98-1A</b>
<b>ASSETS</b>				
Deposits and investments	\$ 13,300,408	\$ 2,058,359	\$ 2,347,245	\$ 2,064,112
Receivables	237,105	42,262	48,972	14,488
<b>Total Assets</b>	<b>\$ 13,537,513</b>	<b>\$ 2,100,621</b>	<b>\$ 2,396,217</b>	<b>\$ 2,078,600</b>
<b>LIABILITIES</b>				
Accounts payable	\$ -	\$ -	\$ -	\$ 33,126
Due to bondholders	13,537,513	2,100,621	2,396,217	2,045,474
<b>Total Liabilities</b>	<b>\$ 13,537,513</b>	<b>\$ 2,100,621</b>	<b>\$ 2,396,217</b>	<b>\$ 2,078,600</b>

See accompanying note to supplementary information.

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<b>CFD 98-2</b>	<b>CFD 90-2</b>	<b>CFD 2004-1</b>	<b>CFD 90-1</b>	<b>CFD 94-1</b>	<b>CFD 2005-1</b>	<b>Total Agency Funds</b>
\$ 10,160,827	\$ 7,244,674	\$ 1,148,664	\$ 1,641,939	\$ 3,389,055	\$ 1,019,040	\$ 44,374,323
233,762	198,112	44,663	-	80,548	19,442	919,354
<u>\$ 10,394,589</u>	<u>\$ 7,442,786</u>	<u>\$ 1,193,327</u>	<u>\$ 1,641,939</u>	<u>\$ 3,469,603</u>	<u>\$ 1,038,482</u>	<u>\$ 45,293,677</u>
\$ -	\$ -	\$ -	\$ 445	\$ 35,511	\$ -	\$ 69,082
10,394,589	7,442,786	1,193,327	1,641,494	3,434,092	1,038,482	45,224,595
<u>\$ 10,394,589</u>	<u>\$ 7,442,786</u>	<u>\$ 1,193,327</u>	<u>\$ 1,641,939</u>	<u>\$ 3,469,603</u>	<u>\$ 1,038,482</u>	<u>\$ 45,293,677</u>



**CAPISTRANO UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICTS**

**SCHEDULE OF DEBT SERVICE ACTIVITY FOR AGENCY FUNDS  
FOR THE YEAR ENDED JUNE 30, 2014**

COMMUNITY FACILITIES DISTRICT	Debt Service Agency Funds Beginning Balance	Sources				
		Special Tax Collections	Interest Earnings	Developer Fees	Proceeds from Bond Issuance	Other
87-1	\$ 13,317,025	\$ 10,614,529	\$ 264,911	\$ -	\$ -	\$ -
88-1	2,084,894	1,467,724	59,495	-	-	-
92-1	4,700,182	2,628,864	52,309	-	14,897,000	4,052
98-1A	1,694,240	468,095	211	-	-	-
98-2	10,108,645	10,137,411	604	-	-	-
90-2	12,377,908	7,339,231	105,772	-	41,753,369	-
2004-1	1,177,840	703,920	186	-	-	-
90-1	2,006,308	-	-	43,259	-	-
94-1	1,772,097	1,737,358	47	-	-	-
2005-1	8,544	566,259	154	-	634,840	25,078
	<u>\$ 49,247,683</u>	<u>\$ 35,663,391</u>	<u>\$ 483,689</u>	<u>\$ 43,259</u>	<u>\$ 57,285,209</u>	<u>\$ 29,130</u>

See accompanying note to supplementary information.

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Uses				
Contributions to Capital Projects	Payments on Debt Service Principal	Payments on Debt Service Interest	Other	Debt Service Agency Funds Ending Balance
\$ (3,634,477)	\$ (5,125,000)	\$ (1,899,475)	\$ -	\$ 13,537,513
(144,742)	(1,240,000)	(126,750)	-	2,100,621
(737,894)	(18,410,000)	(738,296)	-	2,396,217
-	-	-	(117,072)	2,045,474
(2,432,933)	(2,660,000)	(4,759,138)	-	10,394,589
(1,670,341)	(48,190,000)	(4,273,153)	-	7,442,786
(254,456)	(95,000)	(339,163)	-	1,193,327
-	-	-	(408,073)	1,641,494
-	-	-	(75,410)	3,434,092
-	(45,000)	(135,972)	(15,421)	1,038,482
<u>\$ (8,874,843)</u>	<u>\$ (75,765,000)</u>	<u>\$ (12,271,947)</u>	<u>\$ (615,976)</u>	<u>\$ 45,224,595</u>

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICTS**

**NOTES TO SUPPLEMENTARY INFORMATION  
JUNE 30, 2014**

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**Combining Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balances**

The Combining Balance Sheet and Combining Statement of Revenues, Expenditures, and Changes in Fund Balances are included to provide information regarding the individual CFDs that have been included in the Governmental Funds Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balances.

**Combining Statement of Net Position**

The Combining Statement of Net Position is included to provide information regarding the individual CFDs that have been included in the Fiduciary Funds Statement of Net Position.

**Schedule of Debt Service Activity for Agency Funds**

This schedule discloses the receipt of special taxes and other revenues along with the payment of non-obligatory debt and other uses of the individual CFDs that have been included in the Fiduciary Funds Statement of Net Position.

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***INDEPENDENT AUDITOR'S REPORT***

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Governing Board  
Capistrano Unified School District  
San Juan Capistrano, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the accompanying financial statements of the Capistrano Unified School District (the District) Capital Project Fund for Blended Component Units and the related fiduciary funds, as of and for the year ended June 30, 2014, and the related notes of the financial statements, and have issued our report thereon dated \_\_\_\_\_, 2015.

As discussed in Note 1, the financial statements present only the financial statements of the Capital Project Fund for Blended Component Units and the related fiduciary funds, and are not intended to present fairly the financial position and changes in financial position of Capistrano Unified School District in accordance with accounting principles generally accepted in the United States of America.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Capistrano Unified School District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Capistrano Unified School District's internal control. Accordingly, we do not express an opinion on the effectiveness of Capistrano Unified School District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Capistrano Unified School District's Capital Project Fund for Blended Component Units and the related fiduciary funds financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of This Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rancho Cucamonga, California  
\_\_\_\_\_, 2015

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***SCHEDULE OF FINDINGS AND QUESTIONED COSTS***

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**CAPISTRANO UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICTS**

**FINANCIAL STATEMENT FINDINGS  
JUNE 30, 2014**

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None reported.



**CAPISTRANO UNIFIED SCHOOL DISTRICT**

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**COMMUNITY FACILITIES DISTRICTS  
PERFORMANCE AUDIT**

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**JUNE 30, 2014**

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICTS**

**PERFORMANCE AUDIT  
TABLE OF CONTENTS  
JUNE 30, 2014**

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Independent Auditor's Report on Performance	1
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Purpose of Issuance	2
Objectives of the Audit	2
Scope of the Audit	2
Procedures Performed	2
Conclusion	3
Schedule of Findings and Questioned Costs	4

## INDEPENDENT AUDITOR'S REPORT ON PERFORMANCE

Governing Board  
Capistrano Unified School District  
San Juan Capistrano, California

We were engaged to conduct a performance audit of the Community Facilities Districts (CFDs) No. 87-1, 88-1, 92-1, 98-1A, 98-2, 90-2, 2004-1, 90-1, 94-1, and 2005-1 of Capistrano Unified School District for the year ended June 30, 2014.

We conducted this performance audit in accordance with the standards applicable to performance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusion based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our conclusions based on our audit objectives.

Our audit was limited to the objectives listed within the report which includes determining the District's compliance with the permitted uses as authorized by CFD voters. Management is responsible for the District's compliance with those requirements.

In planning and performing our performance audit, we obtained an understanding of the District's internal control in order to determine if the internal controls were adequate to help ensure the District's compliance with the permitted uses as authorized by CFD voters. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

The results of our tests indicated that the Districted expended Community Facilities Districts No. 87-1, 88-1, 92-1, 98-1A, 98-2, 90-2, 2004-1, 90-1, 94-1, and 2005-1 funds only on authorized projects as approved by the voters of the community facilities districts.

Rancho Cucamonga, California  
\_\_\_\_\_, 2015

# CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS

**JUNE 30, 2014**

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## ***AUTHORITY FOR ISSUANCE***

The bonds are issued pursuant to the Melo-Roos Community Facilities Act of 1982, as amended, Section 53311 et seq. of the California Government Code. The laws were enacted by the State Legislature to provide an alternative method of financing certain public capital facilities and services. Only established by the legislative board of a local agency, a community facilities district is a legally constituted governmental entity with defined boundaries, with the governing board or legislative body of the local agency acting on its behalf. Subject to approval by a two-thirds vote of qualified electors and compliance with the provisions of the laws, a legislative body of a local agency may issue bonds for a community facilities district and may levy and collect a special tax within such district to repay such indebtedness.

## ***PURPOSE OF ISSUANCE***

The CFDs may use its special taxes proportionally on the school facilities, including modernization and rehabilitation that serve the project students, including the facilities and central support and administrative facilities, interim housing, transportation and lease payments for financings.

## ***OBJECTIVES OF THE AUDIT***

1. Determine whether expenditures charged to the CFDs have been made only on authorized projects as approved by the voters of the Community Facilities Districts.

## ***SCOPE OF THE AUDIT***

The scope of our performance audit covered the period of July 1, 2013 to June 30, 2014. The population of expenditures tested included all object and project codes associated with the CFD projects. The propriety of expenditures for capital projects and maintenance projects funded through other State or local funding sources, other than CFD bond proceeds, were not included within the scope of the audit. Expenditures incurred subsequent to June 30, 2014 were not reviewed or included within the scope of our audit or in this report.

## ***PROCEDURES PERFORMED***

We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2014 for the Community Facilities Districts No. 87-1, 88-1, 92-1, 98-1A, 98-2, 90-2, 2004-1, 90-1, 94-1, and 2005-1 of Capistrano Unified School District. Within the fiscal year audited, we obtained the actual invoices and other supporting documentation for a sample of expenditures to ensure compliance with the permitted uses as authorized by CFD voters. We performed the following procedures:

1. We selected from each CFD a sample of expenditures for the period starting July 1, 2013 and ending June 30, 2014, and reviewed supporting documentation to ensure that such funds were properly expended on the authorized projects.
2. Our sample included 70 transactions totaling \$93,031,238. This represents 85 percent of the total expenditures of \$109,674,593 (including funds expended for debt service activities from Agency Funds).

## **CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS**

**JUNE 30, 2014**

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3. Based on our testing, we verified that funds from the Community Facilities Districts No. 87-1, 88-1, 92-1, 98-1A, 98-2, 90-2, 2004-1, 90-1, 94-1, and 2005-1 of Capistrano Unified School District were expended on the school facilities, including modernization and rehabilitation that serve the project students, including the facilities and central support and administrative facilities, interim housing, transportation and lease payments for financings.

### ***CONCLUSION***

The results of our tests indicated that, in all significant respects, the Capistrano Unified School District has properly accounted for the expenditures held in the Community Facilities Districts No. 87-1, 88-1, 92-1, 98-1A, 98-2, 90-2, 2004-1, 90-1, 94-1, and 2005-1 and that such expenditures were made for authorized voter approved projects.

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICTS**

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
JUNE 30, 2014**

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None reported.

**"Empowering  
Students for  
Success"**



# Capistrano Unified School District

## Community Facilities District Authorized Uses

January 14, 2015

# Mello-Roos

## Statutes Summary

- **53311.5** – Legislative intent to allow Mello-Roos/CFD special taxes as a method of financing certain public capital facilities and services, especially in developing areas and areas undergoing rehabilitation
- **53313(g)** – a CFD may be established to finance a broad range of facilities, which includes maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the local agency (CUSD) or by another local agency under permitted agreements
- **53313.5** – a CFD may also finance the purchase, construction, expansion, improvement or rehabilitation of any real or other tangible property with an estimated useful life of five years or longer or may finance planning and design work that is directly related to the purchase, construction, expansion, or rehabilitation of an real or tangible property. The financed facilities are not required to be located in the boundaries of the CFD. Examples of permitted facilities: elementary and secondary schoolsites and structures meeting the required State Allocation Board standards
- **53315** – Legislative intent that the statutes of the Mello-Roos Act (California Government Code Sections 53311 et seq.) be liberally construed in order to effectuate its purposes



# Individual CFDs

- Important to know that each CFD is unique to its formation documents, specifically the Resolution of Formation, which specifies the authorized facilities and/or services that may be funded by the special taxes collected of the CFD.
- Formation documents also include: Resolution of Intention to Form the CFD, Notice of Special Tax, Mitigation Agreement, CFD Report, Ordinance levying Special Tax, Bond Indentures, if bonds have been issued, resolutions of the legislative body of the CFD, Rate and Method of Apportionment, and joint agency agreements.
- Any modifications to Mello-Roos law are incorporated into a CFD at time of formation
- Debt service/repayment on issued bonds is only one subset of permitted expenditures of special taxes.

# CUSD Facilities Funding

- Nine levying Community Facilities District (CFDs)
  - 87-1 Aliso Viejo/Mission Viejo
  - 90-1 Coto de Caza
  - 90-2 Talega
  - 90-2 Talega Improvement Area 2002-1
  - 92-1 Las Flores
  - 98-1 Pacifica San Juan
  - 98-2 Ladera
  - 2004-1 Rancho Madrina
  - 2005-1 Whispering Hills
- Funding available for site improvements
  - Each CFD generates assessment revenue for funding bond debt service obligations, administration expense, and maintaining a required reserve
  - Additional CFD revenue may be used for eligible facilities work
- Needs identified in Master Plan
  - The District has a comprehensive master plan based on identified needs at all sites



CFD No. 87-1 Aliso Viejo/Mision Viejo

CFD Terms	
Bond Maturity	2020 (bonds will be called in 2016)
Tax Term	2016

## Authorized Uses

Construction, acquisition, modification, or rehabilitation of certain real or other tangible property with an estimated useful life of five years or longer, including certain school and related facilities

**puccinellina**  
 1900-1901  
 1902-1903  
 1904-1905  
 1906-1907  
 1908-1909  
 1910-1911  
 1912-1913  
 1914-1915  
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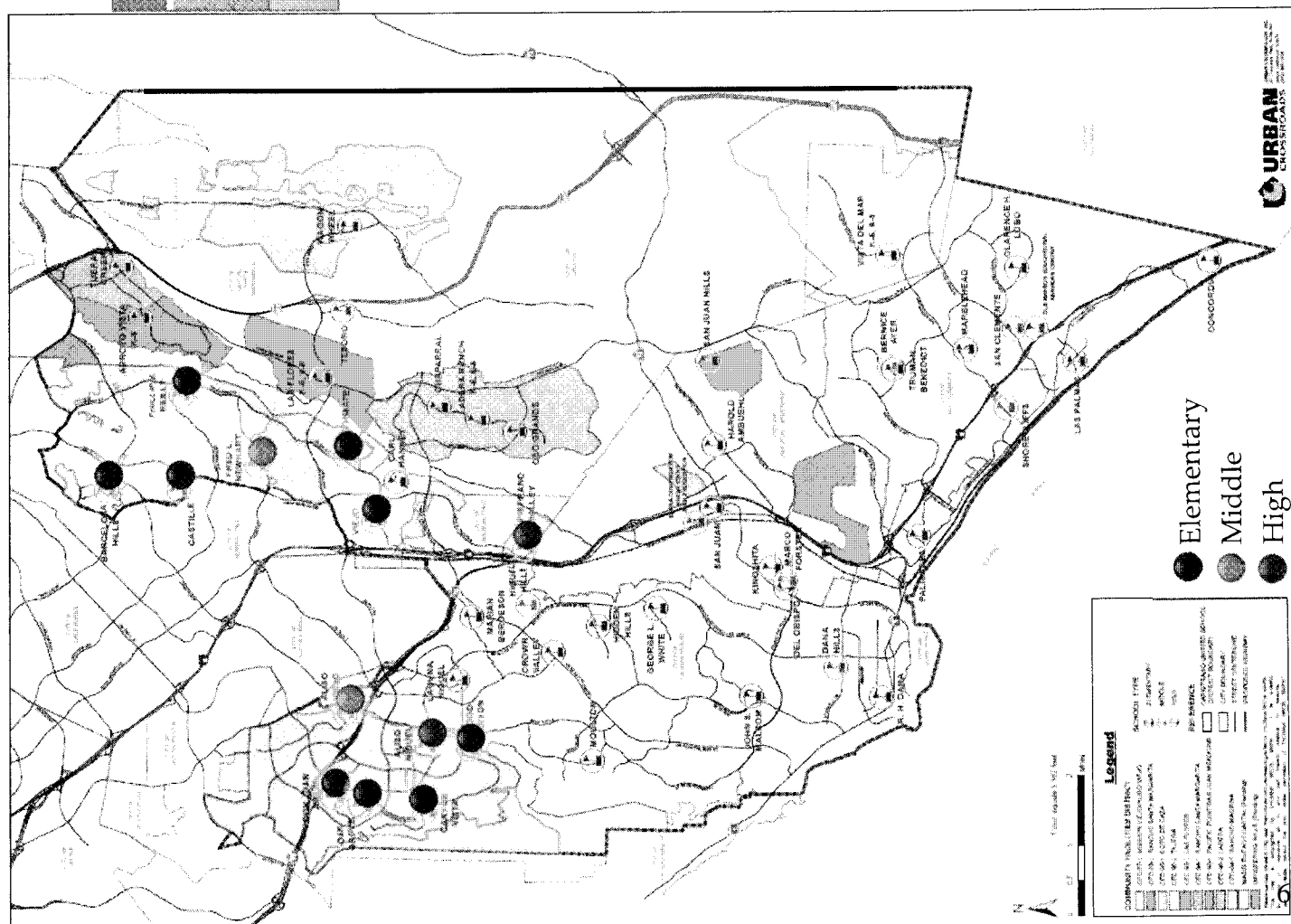
Design and planning work related to such facilities to serve the area within CFD No. 87-1.

Acquiring necessary rights-of-way, equipment, and property (and fulfilling contractual commitments)

Classrooms, multi-purpose, and administration space at identified schools or portions of identified schools in the CFD Report

Central support and administrative facilities, interim housing, transportation, and special education facilities proportionately related to Project Students as reasonably determined by the District.

Lease payments for financings, if for authorized school facilities, proportional to project students as reasonably determined by the District



# CFD No. 90-1 Coto de Caza

CFD Terms*	
Bond Maturity	N/A
Tax Term	N/A

\*CFD has no bonds issued. Assessment levied once at building permit issuance.

## Authorized Uses

Planning, designing, constructing, acquiring, modifying, improving, or rehabilitating certain real and other tangible property with an estimated useful life of five years or longer

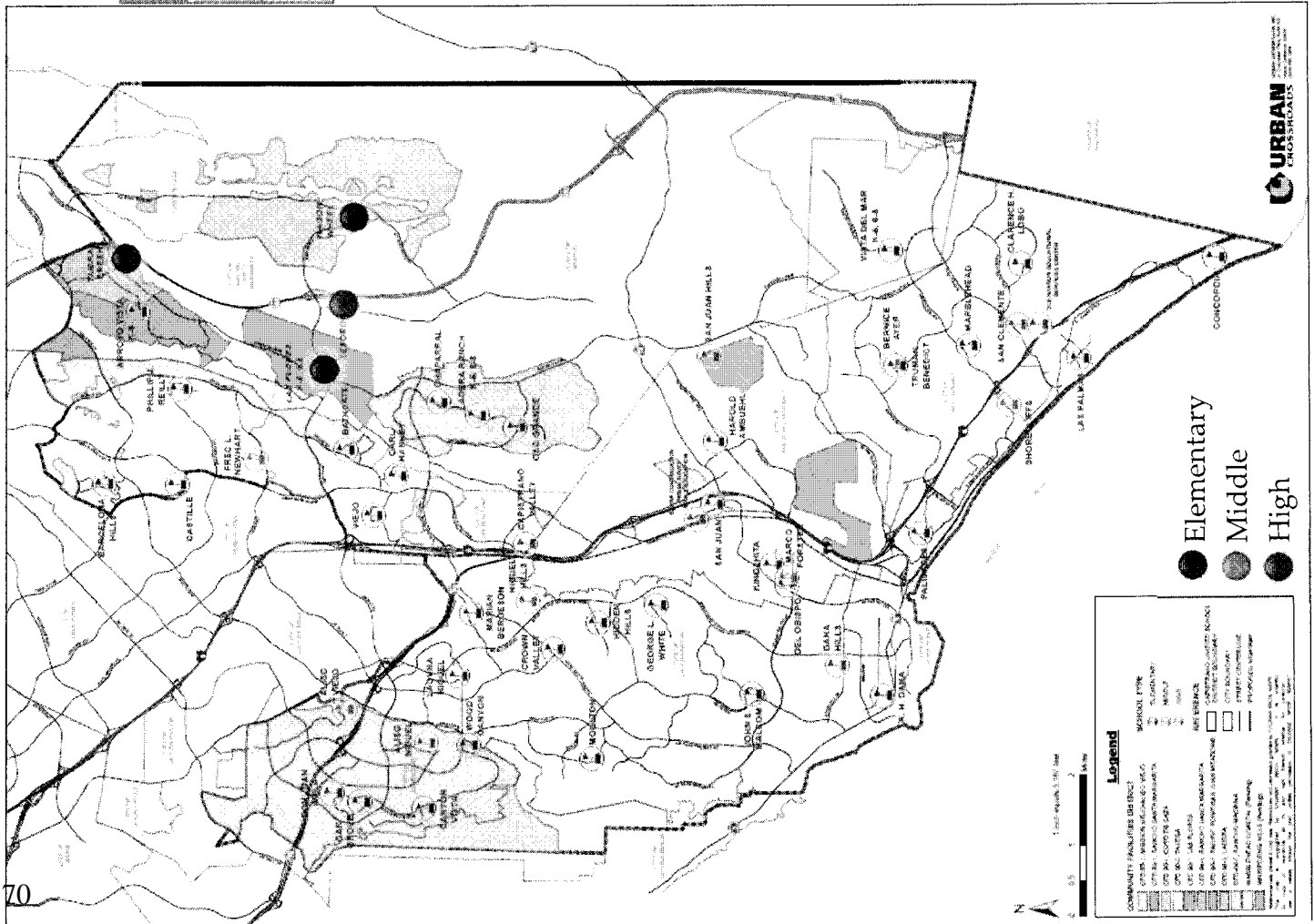
Facilities necessary to house elementary, middle, and high school students generated as a result of development within CFD No. 90-1 (project students)

Landscaping, parking, classrooms, administrative areas, multimedia facilities, furniture, and related equipment

Payment of the principal of and interest on such bonds

Central support and administrative facilities, interim housing, transportation, and special education facilities proportionately related to project students as reasonably determined by the District

Lease payments for financings, if for authorized school facilities, as reasonably determined by the District



## CFD No. 90-2 Talega

CFD Terms	
Bond Maturity	2032 / 2033
Tax Term	20036-2037 / 2044-2045

## Authorized Uses

Acquisition, purchase, modification, improvement, rehabilitation, construction, and/or financing of facilities to serve K-12 students

Classrooms, multi-purpose, administration, and auxiliary space at schools

Central support and administrative facilities  
Interim housing, transportation, and special  
education facilities

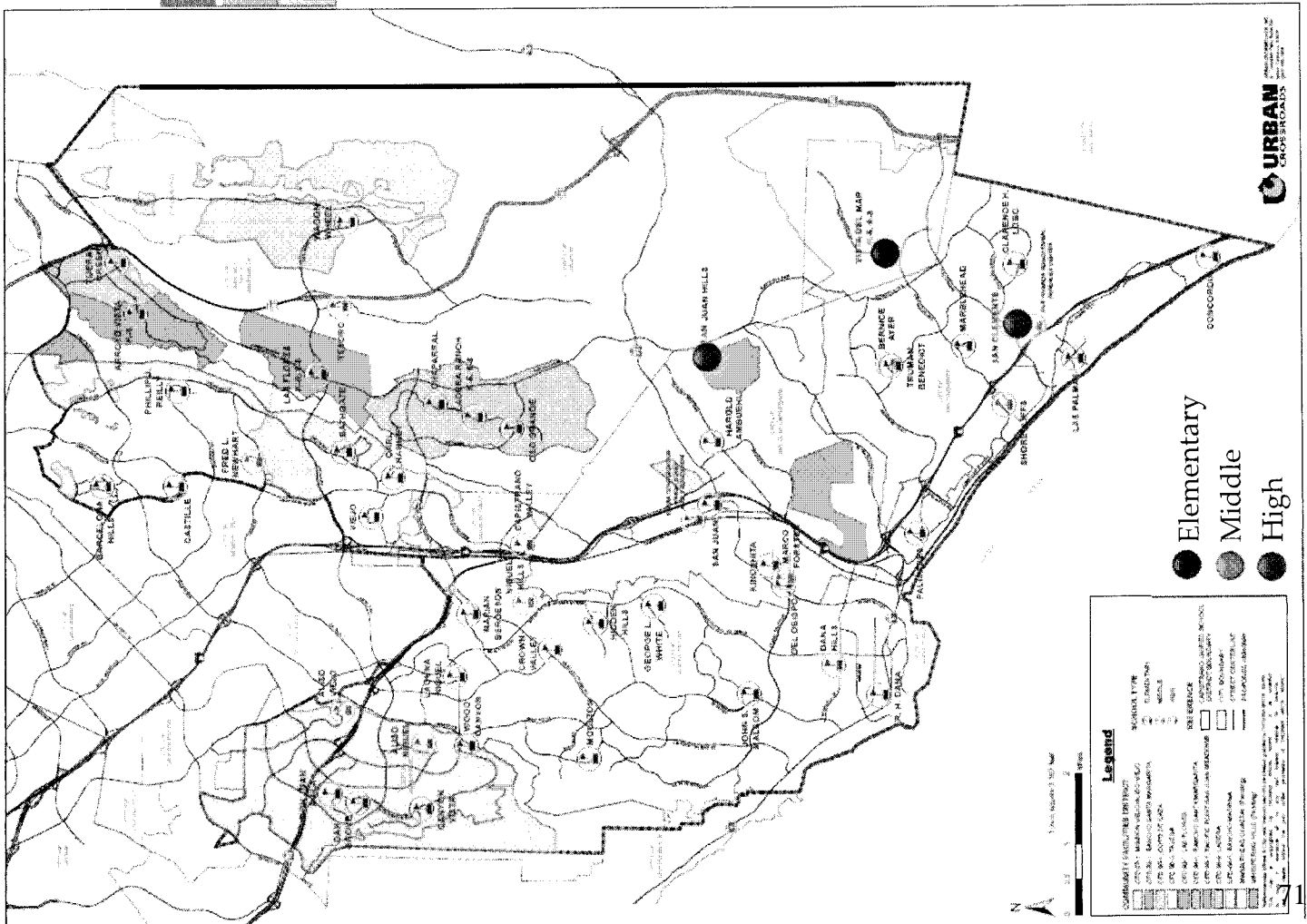
Furniture, equipment, and technology  
(multimedia facilities)

## Landscaping and parking

Attributable costs of engineering, design, planning, materials testing, etc.

Lease payments for financings, if for authorized school facilities, proportional to project students as reasonably determined by the District

Any reference to "Facilities" means the San School Facilities and the City of San Clemente (City) facilities included within the Joint City Facilities Agreement (JCFA).



CFD No. 90-2 Talega/  
Improvement Area 2002-1

CFD Terms	
Bond Maturity	2032 / 2033
Tax Term	20036-2037 / 2044-2045

## Authorized Uses

Adequately house project students and provide essential educational improvements

[illegible]

Part proceeds to be made available to the City of New York.

In addition to the bond-financed facilities, certain school facilities may be financed through the levy of Special Taxes.

Facilities include, without limitation, classroom, multi-purpose administration and auxiliary space at a school, and interim housing, together with furniture, equipment and technology, land, central support and administrative facilities, and transportation and special education facilities, including any incidental school administrative and transportation center improvements.

The special tax secured by this lien is authorized to be levied for the purpose of: (1) the construction, purchase, modification, expansion, improvement or rehabilitation of (a) school facilities to be owned and operated by the District; (b) classrooms, multi-purpose, administration, and auxiliary space; and (c) student housing.

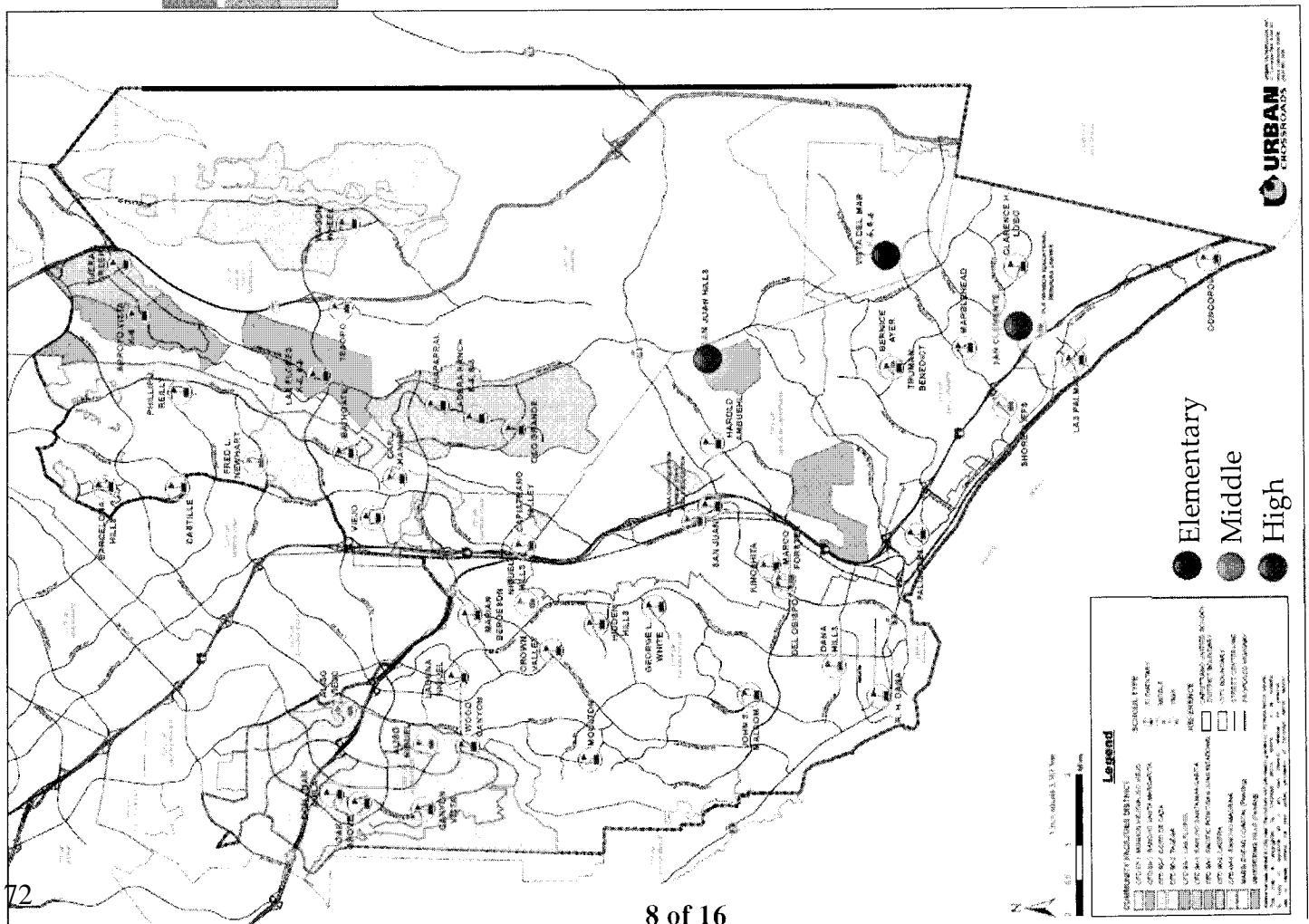
the impact on school facilities of the student population to be generated as a result of the development of the property to be included within the improvement district.

Central support and administrative facilities, transportation, and special education facilities, including any incidental school administration and transportation center improvements.

bridge and roadway improvements to be owned and operated by the City of San Clemente.

Figure 1. Schematic representation of the experimental design. The subjects were divided into two groups: the control group (CG) and the experimental group (EG). The CG was divided into two subgroups: the control group (CG) and the control group (CG). The EG was divided into two subgroups: the experimental group (EG) and the experimental group (EG). The CG was divided into two subgroups: the control group (CG) and the control group (CG). The EG was divided into two subgroups: the experimental group (EG) and the experimental group (EG).

Costs of the issuance of the bonds, the determination of the amount of special taxes to be levied, costs otherwise incurred in order to carry out the authorized purposes of the Improvement Area and administering the Improvement Area



# CFD No. 92-1 Las Flores

CFD Terms	
Bond Maturity	2023
Tax Term	N/A

## Authorized Uses

Planning, designing, constructing, acquiring, modifying, expanding, improving, furnishing, equipping or rehabilitating certain real, and other tangible property with an estimated useful life of five years or longer

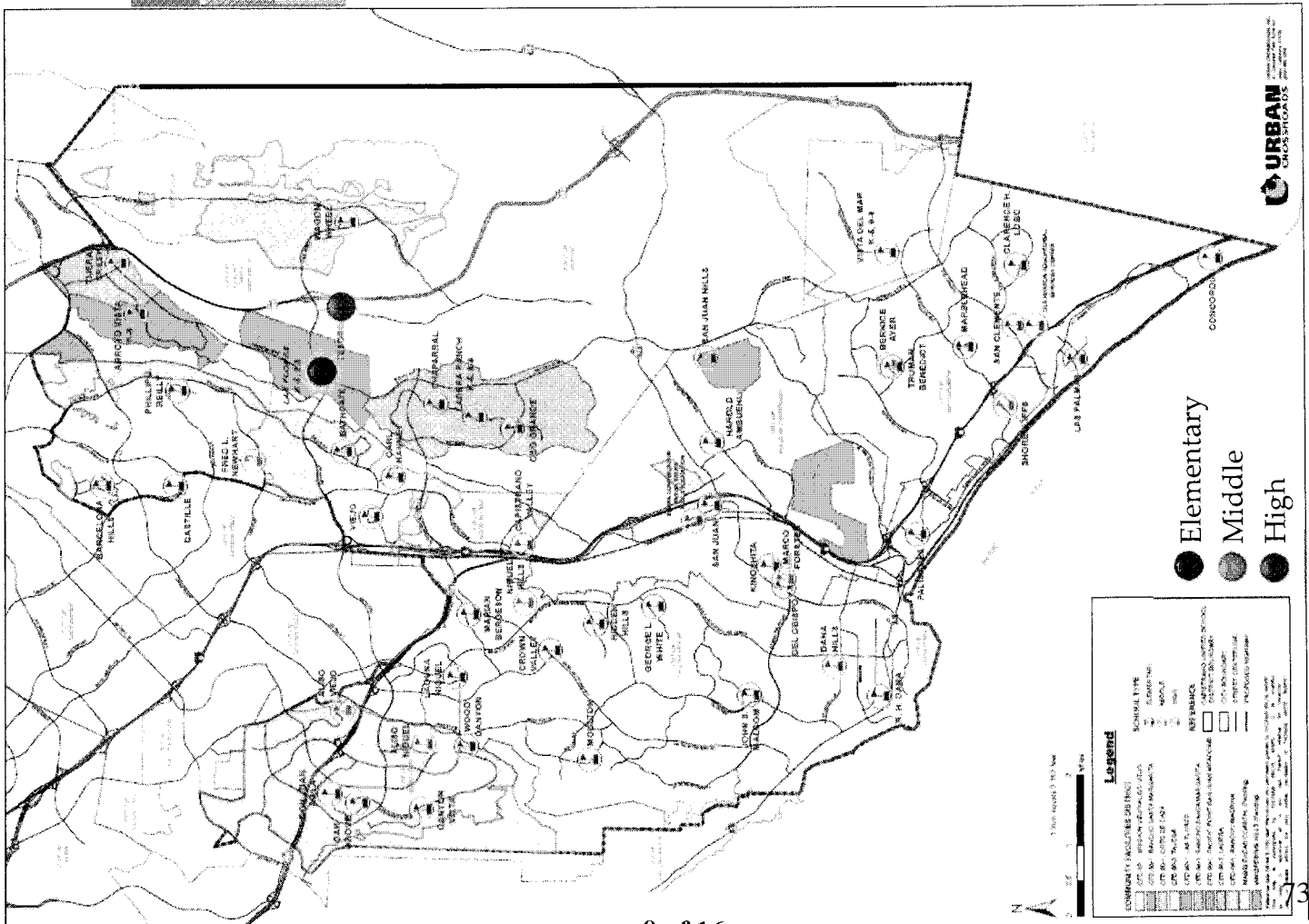
Any and all school sites and school facilities necessary to house students in grades kindergarten through 12

Any types of support facilities and sites, including, but not limited to, central administration, food services, maintenance/operations, transportation, related auxiliary functions, and certain roadway improvements

Inspecting the facilities, acquiring necessary equipment therefor, and fulfilling contractual commitments

Equipment and fulfilling contractual commitments Lease payments for financings, if for authorized school facilities, as reasonably determined by the District

Any reference to "facilities" means the school facilities and the roadway facilities included within the JCFA





# CFD No. 98-1A Pacifica San Juan

CFD Items		
Bond Maturity		N/A*
Tax Term		2044-2045

\*CFD has no bonds issued.

## Authorized Uses

Construction, purchase, modification, expansion, improvement or rehabilitation of school, both onsite and offsite, and all appurtenances and appurtenant work, all needed School facilities to serve CFD No. 98-1A and mitigate development thereof, including, but not limited to, K-12 school sites

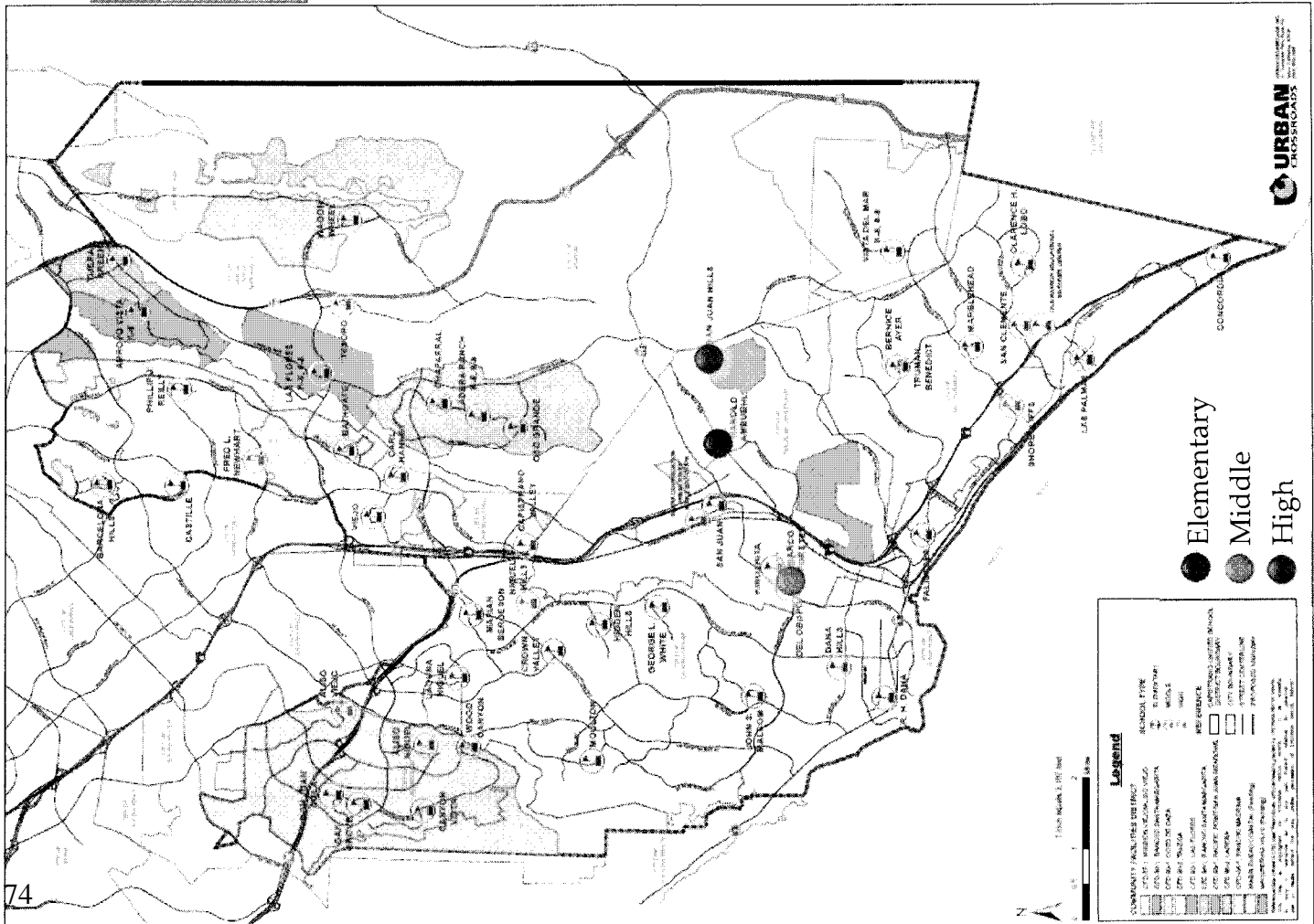
Furniture, equipment, and technology all land or interests in land

Transportation, central support, administration, interim housing, and special education facilities, engineering, planning, and designing the school facilities

Lease payments or debt service for "Bonds" as defined in the Amended Mitigation Agreement (if the corresponding project list contains authorized facilities), and also expenses related to the issuance and sale of any "debt" as defined in §53317(d) of the Mello-Roos Act

Any reference to "facilities" means collectively, the school facilities, the City of San Juan Capistrano (City) facilities and the Capistrano Valley Water District (Water District) facilities included within the JCFA, including the Amended JCFA

Facilities also include: governmental facilities as well as storm drain, sewer, landscaping, curb and gutter, park, water, roadway, highway and bridge, traffic signals and safety lighting, flood control, libraries, police, fire and recreation facilities, and open space acquisition and improvements



- Elementary
- Middle
- High



# CFD No. 98-2 Ladera

CED Terms		
Bond Maturity	2033	
Tax Term	2040	

## Authorized Uses

Constructing, purchasing, modifying, expanding, improving, or rehabilitating school facilities, both onsite and offsite, and all appurtenances and appurtenant work in connection with the foregoing

Classrooms, multi purpose, administration, and auxiliary space at a school

Interim housing

Furniture, equipment, and technology, which have a useful life of five years or longer

All land or interest in land required for the construction of such facilities or to mitigate the environmental impacts associated with the development of the school facilities

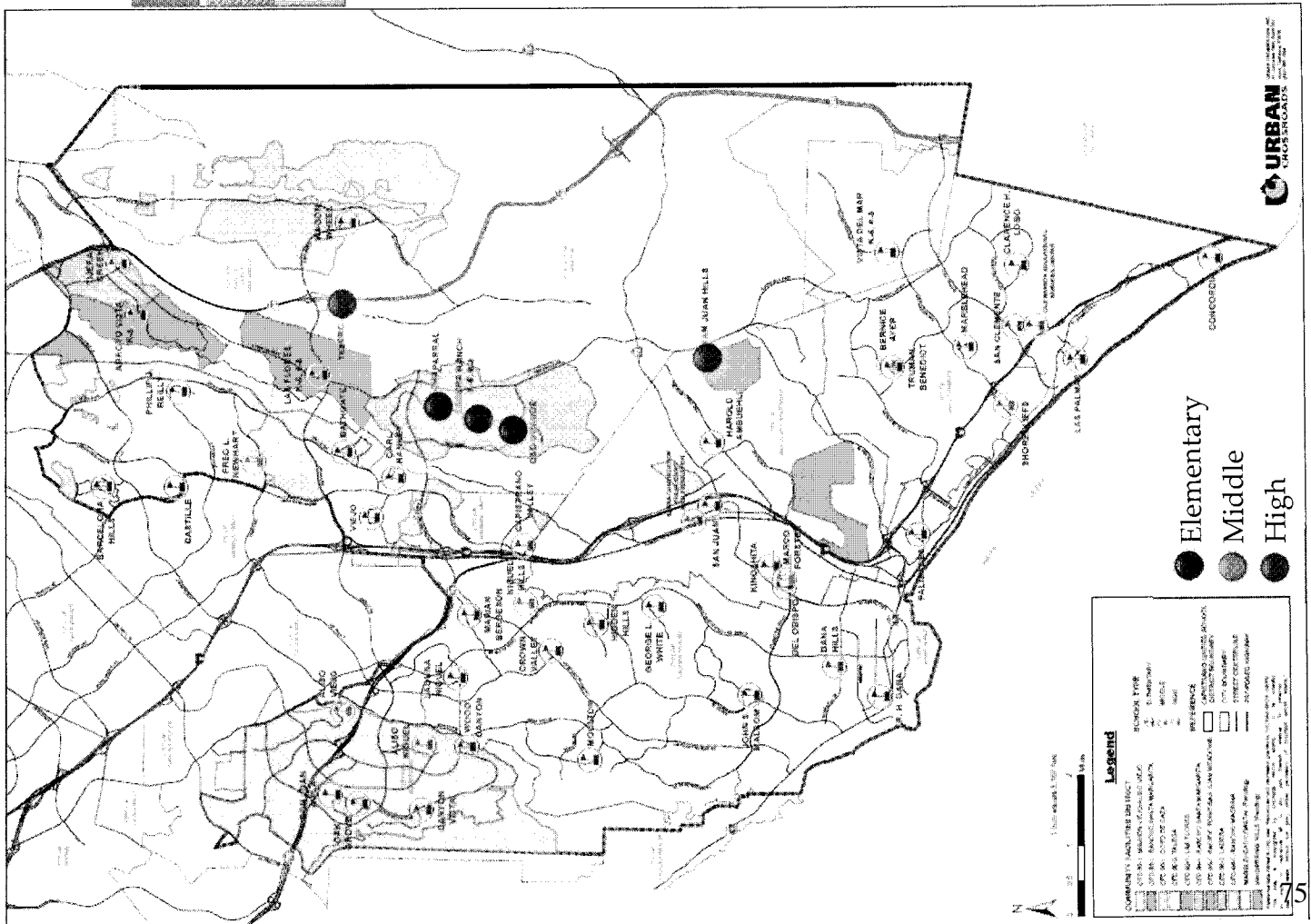
Following the completion of the foregoing school improvements, central support and administrative facilities, transportation and special education facilities, including any incidental school administration, and transportation center improvements

Engineering, planning, and designing of above-described facilities

The official ballot dated February 8, 1999 (Official Ballot) provides for the execution and delivery of certificates of participation

Any reference to "Facilities" means the Santa Margarita Water District (Water District) facilities included within the JCFA

Facilities also include: wastewater facilities (sewage lift stations, force mains, trunk sewers, wastewater treatment plant capacity) and water facilities (reservoirs, waste pumping stations, and water distribution mains)



## CFD No. 2004-1 Rancho Madrina

CFD Terms	
Bond Maturity	2034
Tax Term	2043-2044

## Authorized Uses

Construction, purchase, modification, expansion, improvement, or rehabilitation of school facilities and ancillary support facilities of the District

Classrooms, multi-purpose, administration, and auxiliary space at a school and interim housing

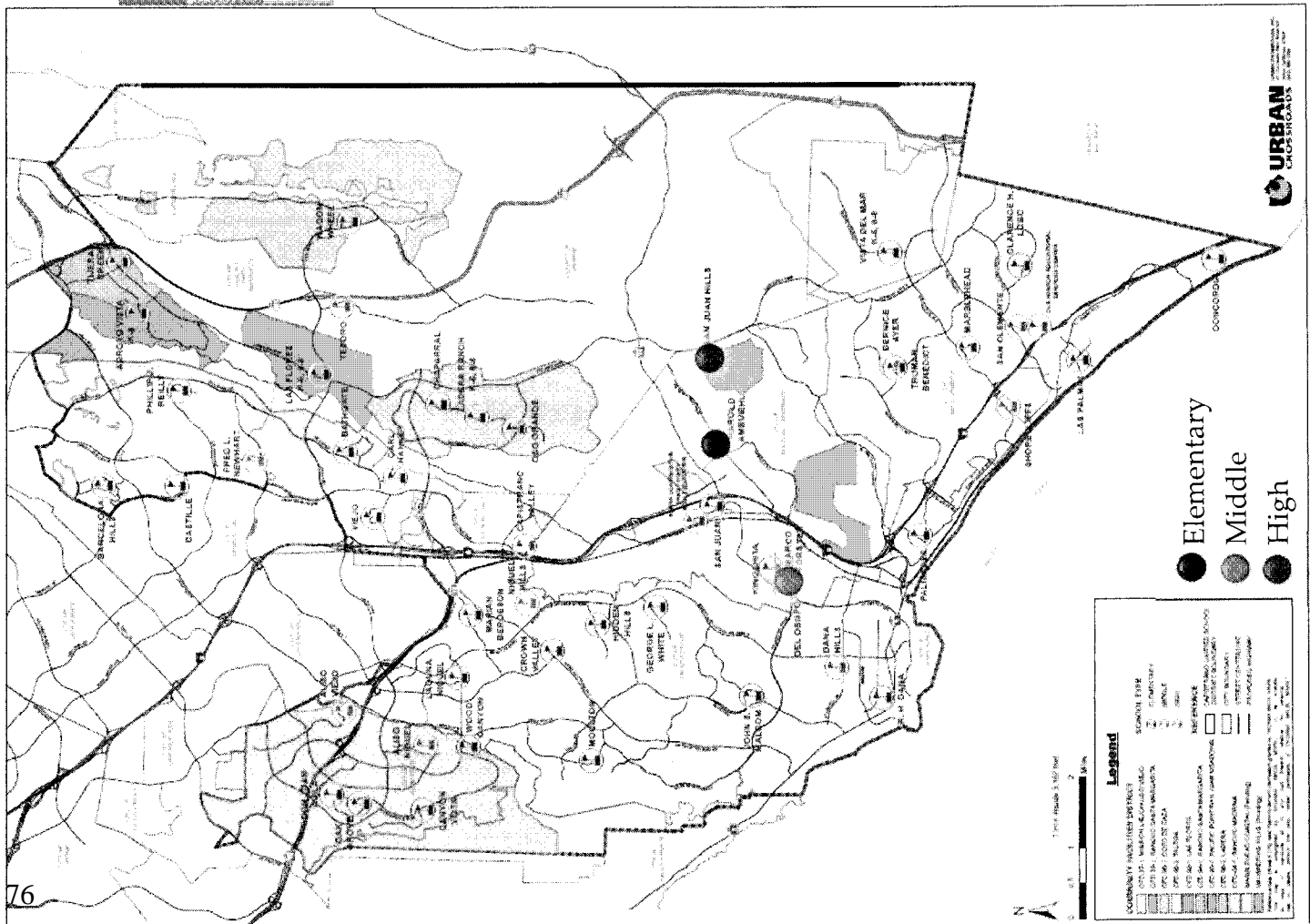
Furniture, equipment, and technology  
All land or interests in land

Central support and administrative facilities, transportation (including without limitation buses and vans) and special education facilities, including any incidental school administration and transportation center improvements

Engineering, planning, and designing the school facilities

Lease payments for financings, if for authorized school facilities, proportional to project students as reasonably determined by the District

Any reference to "Facilities" means the School Facilities and the City of San Juan Capistrano (City) facilities included within the JCFA. • 12



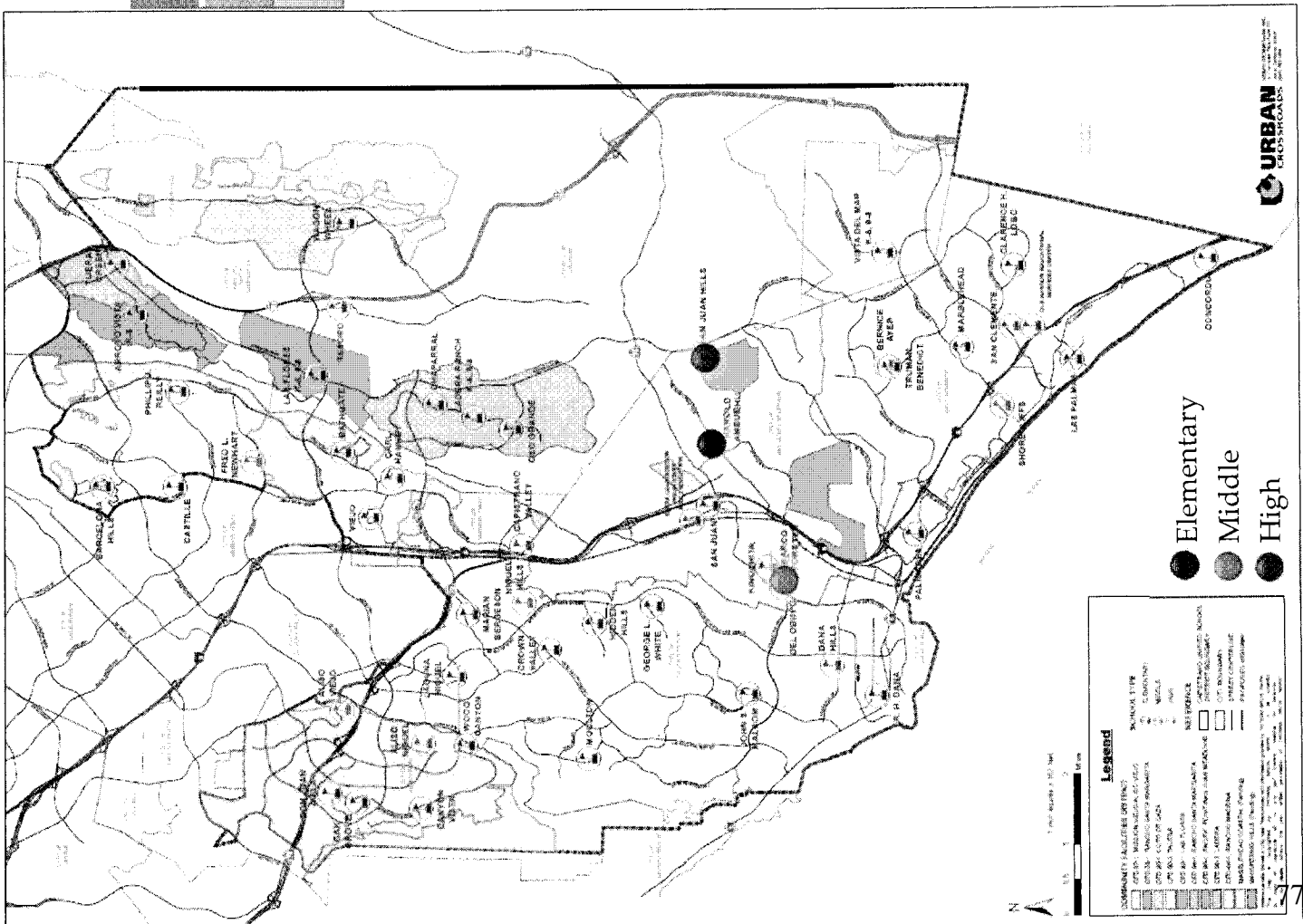
CFD No. 2005-1 Whispering Hills

CFD Terms	
Bond Maturity	2044
Tax Term	2043-2044

## Authorized Uses

K-12 school sites and facilities (School Facilities) with a useful life of at least five (5) years, including classrooms, ancillary facilities, and on-site office space at such School Facilities; additionally, furniture, equipment, and technology with a useful life of at least five (5) years at such School Facilities, including modernization, rehabilitation, technology upgrades, acquisition of capacity in existing school facilities funded by other community facilities districts, consistent with applicable law, and as further described in the Resolution of Intention to Establish Cfd No. 2005-1.

Central support and administrative facilities, including lease rental payments therefor and reimbursement by Special Taxes of CFD No. 2005-1 of advance special tax funding from other community facilities districts as to proportionate allocations thereof, as well as interim housing and transportation facilities with a useful life of at least five (5) years; additionally, furniture, equipment, and technology with a useful life of at least five (5) years, all as further described in the Resolution of Intention to Establish CFD No. 2005-1.



# Mello-Roos Terminology

## Types of Work

- Acquisition
- Planning
- Designing
- Constructing
- Modification
  - Additional space/portables
  - Altering existing space
  - Relocating portables
- Rehabilitation
  - Overhauling of the complete building or a major section of a building
  - Example: Roof replacement, artificial turf
- Improvements
  - Modernization
  - Examples: Fire Alarm Systems, updated lighting

## Types of Items

- Classrooms, multi-purpose, and administration
- Auxiliary space at schools
- Central support and administrative facilities
- Interim housing
- Transportation
- Special Education facilities
- Landscaping
- Parking
- Multimedia facilities
- Furniture and related equipment

# Questions? ...

# Addendum

...

Mello-Roos Act





# California LEGISLATIVE INFORMATION

Code:  Select Code ▼ Section:  Search

[Up^](#)

## GOVERNMENT CODE - GOV

**TITLE 5. LOCAL AGENCIES [50001 - 57550]** ( Title 5 added by Stats. 1949, Ch. 81. )

**DIVISION 2. CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 55821]** ( Division 2 added by Stats. 1949, Ch. 81. )

**PART 1. POWERS AND DUTIES COMMON TO CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 54999.7]** ( Part 1 added by Stats. 1949, Ch. 81. )

**CHAPTER 2.5. The Mello-Roos Community Facilities Act of 1982 [53311 - 53368.3]** ( Chapter 2.5 added by Stats. 1982, Ch. 1451, Sec. 1. )

**ARTICLE 1. General Provisions [53311 - 53317.5]** ( Article 1 added by Stats. 1982, Ch. 1451, Sec. 1. )

**53311.** This chapter shall be known and may be cited as the "Mello-Roos Community Facilities Act of 1982".  
(Added by Stats. 1982, Ch. 1451, Sec. 1.)

**53311.5.** This chapter provides an alternative method of financing certain public capital facilities and services, especially in developing areas and areas undergoing rehabilitation. The provisions of this chapter shall not affect or limit any other provisions of law authorizing or providing for the furnishing of governmental facilities or services or the raising of revenue for these purposes. A local government may use the provisions of this chapter instead of any other method of financing part or all of the cost of providing the authorized kinds of capital facilities and services.

(Added by Stats. 1982, Ch. 1451, Sec. 1.)

**53312.** Any provision in this chapter which conflicts with any other provision of law shall prevail over the other provision of law.

(Repealed and added by Stats. 1986, Ch. 1102, Sec. 2. Effective September 24, 1986.)

**53312.5.** The local agency may take any actions or make any determinations which it determines are necessary or convenient to carry out the purposes of this chapter and which are not otherwise prohibited by law.

(Added by Stats. 1985, Ch. 538, Sec. 1. Effective September 9, 1985.)

**53312.7.** (a) On and after January 1, 1994, a local agency may initiate proceedings to establish a district pursuant to this chapter only if it has first considered and adopted local goals and policies concerning the use of this chapter. The policies shall include at least the following:

(1) A statement of the priority that various kinds of public facilities and services shall have for financing through the use of this chapter, including public facilities to be owned and operated by other public agencies, including school districts, and services to be provided by other public agencies.

(2) A statement concerning the credit quality to be required of bond issues, including criteria to be used in evaluating the credit quality.

(3) A statement concerning steps to be taken to ensure that prospective property purchasers are fully informed about their taxpaying obligations imposed under this chapter.

(4) A statement concerning criteria for evaluating the equity of tax allocation formulas, and concerning desirable and maximum amounts of special tax to be levied against any parcel pursuant to this chapter.

(5) A statement of definitions, standards, and assumptions to be used in appraisals required by Section 53345.8.

(b) The goals and policies adopted by any school district pursuant to subdivision (a) shall include, but not be limited to, a priority access policy that gives priority attendance access to students residing in a community facilities district whose residents have paid special taxes that have, in whole or in part, financed the construction of school district facilities. The degree of priority shall reflect the proportion of each school's financing provided through the community facilities district. In developing a priority access policy for residents of a community

facilities district, a school district may incorporate a school district attendance policy including criteria for student assignment such as goals to achieve ethnic, racial, or socioeconomic diversity; federal, state, or court mandates; transportation needs, safe pedestrian routes; grade levels for which facilities were designed; and ensuring students continuity of schooling within any single school year.

*(Amended by Stats. 2007, Ch. 670, Sec. 54. Effective January 1, 2008.)*

**53312.8.** (a) Territory that is dedicated or restricted to agricultural, open-space, or conservation uses may not be included within or annexed to a community facilities district that provides or would provide facilities or services related to sewers, nonagricultural water, or streets and roads, unless the landowner consents to the inclusion or annexation of that territory to the community facilities district.

(b) Notwithstanding any other provision of law, and except as provided in subdivision (c), if a landowner consents to the inclusion or annexation of territory in a community facilities district pursuant to subdivision (a), the landowner and any local agency may not terminate any easement or effect a final cancellation of any contract with respect to any portion of the land included within or annexed to the community facilities district prior to the release of land that is the subject of the proposed termination or cancellation from all liens that arise under the community facilities district for any sewers, nonagricultural water, or streets and roads that did not benefit land uses allowed under the contract or easement.

(c) Subdivision (b) shall not apply to any of the following:

(1) Land under a contract entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 (commencing with Section 51200) of Part 1 of Division 1) included in a community facilities district for which a tentative map may be filed pursuant to paragraph (3) of subdivision (d) of Section 66474.4 or for which a tentative cancellation has been approved.

(2) Land subject to a conservation easement entered into prior to January 1, 2003.

(3) Land included in a community facilities district prior to the imposition of an enforceable restriction listed in subdivision (d) or prior to January 1, 2003.

(4) Land subject to an enforceable restriction listed in subdivision (d) that expressly waives the requirement of subdivision (b).

(d) As used in this section, "territory that is dedicated or restricted to agricultural, open-space, or conservation uses" means territory that is subject to any of the following:

(1) An open-space easement entered into pursuant to Chapter 6.5 (commencing with Section 51050) of Part 1 of Division 1.

(2) An open-space easement entered into pursuant to the Open-Space Easement Act of 1974 (Chapter 6.6 (commencing with Section 51070) of Part 1 of Division 1).

(3) A contract entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 (commencing with Section 51200) of Part 1 of Division 1).

(4) A farmland security zone contract created pursuant to Article 7 (commencing with Section 51296) of Chapter 7 of Part 1 of Division 1), except as otherwise provided in Section 51296.4.

(5) A conservation easement entered into pursuant to Chapter 4 (commencing with Section 815) of Title 2 of Part 2 of Division 2 of the Civil Code.

(6) An agricultural conservation easement entered into pursuant to Chapter 4 (commencing with Section 10260) of Division 10.2 of the Public Resources Code.

(7) An agricultural conservation easement entered into pursuant to Section 51256.

*(Added by Stats. 2002, Ch. 174, Sec. 1. Effective January 1, 2003.)*

**53313.** A community facilities district may be established under this chapter to finance any one or more of the following types of services within an area:

(a) Police protection services, including, but not limited to, criminal justice services. However, criminal justice services shall be limited to providing services for jails, detention facilities, and juvenile halls.

(b) Fire protection and suppression services, and ambulance and paramedic services.

(c) Recreation program services, library services, maintenance services for elementary and secondary schoolsites and structures, and the operation and maintenance of museums and cultural facilities. A special tax may be levied for any of the services specified in this subdivision only upon approval of the registered voters as specified in subdivision (b) of Section 53326. An election to enact a special tax for recreation program services, library



services, and the operation and maintenance of museums and cultural facilities may be conducted pursuant to subdivision (c) of Section 53326.

(d) Maintenance and lighting of parks, parkways, streets, roads, and open space.

(e) Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, plowing and removal of snow, and sandstorm protection systems.

(f) Services with respect to removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment. As used in this subdivision, the terms "remedial action" and "removal" shall have the meanings set forth in Sections 25322 and 25323, respectively, of the Health and Safety Code, and the term "hazardous substance" shall have the meaning set forth in Section 25281 of the Health and Safety Code. Community facilities districts shall provide the State Department of Health Services and local health and building departments with notification of any cleanup activity pursuant to this subdivision at least 30 days prior to commencement of the activity.

(g) Maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the local agency or by another local agency pursuant to an agreement entered into under Section 53316.2.

A community facilities district tax approved by vote of the landowners of the district may only finance the services authorized in this section to the extent that they are in addition to those provided in the territory of the district before the district was created. The additional services shall not supplant services already available within that territory when the district was created.

Bonds shall not be issued pursuant to this chapter to fund any of the services specified in this section, although bonds may be issued to fund capital facilities to be used in providing these services.

*(Amended by Stats. 2013, Ch. 219, Sec. 2. Effective January 1, 2014.)*

**53313.1.** To the extent that any capital facility is provided under this chapter, a duplicate levy, impact fee, or other exaction may not be required for the same purpose under Section 66477.

*(Added by renumbering Section 53313.8 (as added by Stats. 1982, Ch. 1451) by Stats. 1992, Ch. 427, Sec. 64. Effective January 1, 1993.)*

**53313.4.** Any territory within a community facilities district established for the acquisition or improvement of school facilities for a school district shall be exempt from any fee, increase in any fee other than a cost-of-living increase as authorized by law, or other requirement first levied, increased, or imposed pursuant to Chapter 6 (commencing with Section 17620) of Part 10.5 of Division 1 of Title 1 of the Education Code or under Chapter 4.7 (commencing with Section 65970) of Division 1 of Title 7, by or to benefit any other school district, except as otherwise negotiated between the school districts. That exemption shall apply until a date 10 years following the most recent issuance of bonds by the community facilities district or, if no bonds have ever been issued by the community facilities district, a date 10 years following the formation of the community facilities district.

*(Amended by Stats. 2007, Ch. 670, Sec. 56. Effective January 1, 2008.)*

**53313.5.** A community facilities district may also finance the purchase, construction, expansion, improvement, or rehabilitation of any real or other tangible property with an estimated useful life of five years or longer or may finance planning and design work that is directly related to the purchase, construction, expansion, or rehabilitation of any real or tangible property. The facilities need not be physically located within the district. A district may not lease out facilities that it has financed except pursuant to a lease agreement or annexation agreement entered into prior to January 1, 1988. A district may only finance the purchase of facilities whose construction has been completed, as determined by the legislative body, before the resolution of formation to establish the district is adopted pursuant to Section 53325.1, except that a district may finance the purchase of facilities completed after the adoption of the resolution of formation if the facility was constructed as if it had been constructed under the direction and supervision, or under the authority of, the local agency that will own or operate the facility. For example, a community facilities district may finance facilities, including, but not limited to, the following:

(a) Local park, recreation, parkway, and open-space facilities.

(b) Elementary and secondary schoolsites and structures provided that the facilities meet the building area and cost standards established by the State Allocation Board.

(c) Libraries.

(d) Child care facilities, including costs of insuring the facilities against loss, liability insurance in connection with the operation of the facility, and other insurance costs relating to the operation of the facilities, but excluding all

other operational costs. However, the proceeds of bonds issued pursuant to this chapter shall not be used to pay these insurance costs.

(e) The district may also finance the construction or undergrounding of water transmission and distribution facilities, natural gas pipeline facilities, telephone lines, facilities for the transmission or distribution of electrical energy, and cable television lines to provide access to those services to customers who do not have access to those services or to mitigate existing visual blight. The district may enter into an agreement with a public utility to utilize those facilities to provide a particular service and for the conveyance of those facilities to the public utility. "Public utility" shall include all utilities, whether public and regulated by the Public Utilities Commission, or municipal. If the facilities are conveyed to the public utility, the agreement shall provide that the cost or a portion of the cost of the facilities that are the responsibility of the utility shall be refunded by the public utility to the district or improvement area thereof, to the extent that refunds are applicable pursuant to (1) the Public Utilities Code or rules of the Public Utilities Commission, as to utilities regulated by the commission, or (2) other laws regulating public utilities. Any reimbursement made to the district shall be utilized to reduce or minimize the special tax levied within the district or improvement area, or to construct or acquire additional facilities within the district or improvement area, as specified in the resolution of formation.

(f) The district may also finance the acquisition, improvement, rehabilitation, or maintenance of any real or other tangible property, whether privately or publicly owned, for flood and storm protection services, including, but not limited to, storm drainage and treatment systems and sandstorm protection systems.

(g) The district may also pay in full all amounts necessary to eliminate any fixed special assessment liens or to pay, repay, or defease any obligation to pay or any indebtedness secured by any tax, fee, charge, or assessment levied within the area of a community facilities district or may pay debt service on that indebtedness. When the amount financed by the district is to pay a tax, fee, charge, or assessment imposed by a public agency other than the one conducting the proceedings, and if the amount provided to the other public agency will not be entirely used to pay off or prepay an assessment lien or special tax obligation pursuant to the property owner's legal right to do so, the written consent of the other public agency is required. In addition, tax revenues of a district may be used to make lease or debt service payments on any lease, lease-purchase contract, or certificate of participation used to finance facilities authorized to be financed by the district.

(h) Any other governmental facilities that the legislative body creating the community facilities district is authorized by law to contribute revenue to, or construct, own, or operate. However, the district shall not operate or maintain or, except as otherwise provided in subdivisions (e) and (k), have any ownership interest in any facilities for the transmission or distribution of natural gas, telephone service, or electrical energy.

(i) (1) A district may also pay for the following:

(A) Work deemed necessary to bring buildings or real property, including privately owned buildings or real property, into compliance with seismic safety standards or regulations. Only work certified as necessary to comply with seismic safety standards or regulations by local building officials may be financed. No project involving the dismantling of an existing building and its replacement by a new building, nor the construction of a new or substantially new building may be financed pursuant to this subparagraph. Work on qualified historical buildings or structures shall be done in accordance with the State Historical Building Code (Part 2.7 (commencing with Section 18950) of Division 13 of the Health and Safety Code).

(B) In addition, within any county or area designated by the President of the United States or by the Governor as a disaster area or for which the Governor has proclaimed the existence of a state of emergency because of earthquake damage, a district may also pay for any work deemed necessary to repair any damage to real property directly or indirectly caused by the occurrence of an earthquake cited in the President's or the Governor's designation or proclamation, or by aftershocks associated with that earthquake, including work to reconstruct, repair, shore up, or replace any building damaged or destroyed by the earthquake, and specifically including, but not limited to, work on any building damaged or destroyed in the Loma Prieta earthquake that occurred on October 17, 1989, or by its aftershocks. Work may be financed pursuant to this subparagraph only on property or buildings identified in a resolution of intention to establish a community facilities district adopted within seven years of the date on which the county or area is designated as a disaster area by the President or by the Governor or on which the Governor proclaims for the area the existence of a state of emergency.

(2) Work on privately owned property, including reconstruction or replacement of privately owned buildings pursuant to subparagraph (B) of paragraph (1), may only be financed by a tax levy if all of the votes cast on the question of levying the tax, vote in favor of levying the tax, or with the prior written consent to the tax of the owners of all property that may be subject to the tax, in that case the prior written consent shall be deemed to constitute a vote in favor of the tax and any associated bond issue. Any district created to finance seismic safety work on privately owned buildings, including repair, reconstruction, or replacement of privately owned buildings pursuant to this subdivision, shall consist only of lots or parcels that the legislative body finds have buildings that

were damaged or destroyed by the earthquake cited pursuant to subparagraph (B) of paragraph (1) or by the aftershocks of that earthquake.

(j) A district may also pay for the following:

(1) Work deemed necessary to repair and abate damage caused to privately owned buildings and structures by soil deterioration. "Soil deterioration" means a chemical reaction by soils that causes structural damage or defects in construction materials including concrete, steel, and ductile or cast iron. Only work certified as necessary by local building officials may be financed. No project involving the dismantling of an existing building or structure and its replacement by a new building or structure, nor the construction of a new or substantially new building or structure may be financed pursuant to this paragraph.

(2) Work on privately owned buildings and structures pursuant to this subdivision, including reconstruction, repair, and abatement of damage caused by soil deterioration, may only be financed by a tax levy if all of the votes cast on the question of levying the tax vote in favor of levying the tax. Any district created to finance the work on privately owned buildings or structures, including reconstruction, repair, and abatement of damage caused by soil deterioration, shall consist only of lots or parcels on which the legislative body finds that the buildings or structures to be worked on pursuant to this subdivision suffer from soil deterioration.

(k) A district may also finance the acquisition, improvement, rehabilitation, or maintenance of any real or other tangible property, whether privately or publicly owned, for the purposes of removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment. As used in this subdivision, "remedial action" and "removal" shall have the meaning set forth in Sections 25322 and 25323, respectively, of the Health and Safety Code, and "hazardous substance" shall have the meaning set forth in Section 25281 of the Health and Safety Code.

(l) A district may also finance and refinance the acquisition, installation, and improvement of energy efficiency, water conservation, and renewable energy improvements that are affixed, as specified in Section 660 of the Civil Code, to or on real property and in buildings, whether the real property or buildings are privately or publicly owned. Energy efficiency, water conservation, and renewable energy improvements financed by a district may only be installed on a privately owned building and on privately owned real property with the prior written consent of the owner or owners of the building or real property. This chapter shall not be used to finance installation of energy efficiency, water conservation, and renewable energy improvements on a privately owned building or on privately owned real property in connection with the initial construction of a residential building unless the initial construction is undertaken by the intended owner or occupant.

(m) Any improvement on private property authorized to be financed by this section shall constitute a "public facility" for purposes of this chapter and a "public improvement" for purposes of Part 1 (commencing with Section 3100) and Part 2 (commencing with Section 3110) of Division 4.5 of the Streets and Highways Code, whether the improvement is owned by a private entity, if the legislative body has determined that the improvement provides a public benefit, or the improvement is owned by a public agency.

*(Amended by Stats. 2011, Ch. 493, Sec. 1. Effective January 1, 2012.)*

**53313.51.** The legislative body may enter into an agreement for the construction of discrete portions or phases of facilities to be constructed and purchased consistent with Section 53313.5. The agreement may include any provisions that the legislative body determines are necessary or convenient, but shall do all of the following:

(a) Identify the specific facilities or discrete portions or phases of facilities to be constructed and purchased. The legislative body may agree to purchase discrete portions or phases of facilities if the portions or phases are capable of serviceable use as determined by the legislative body.

(b) Notwithstanding subdivision (a), when the purchase value of a facility exceeds one million dollars (\$1,000,000), the legislative body may agree to purchase discrete portions or phases of the partially completed project.

(c) Identify procedures to ensure that the facilities are constructed pursuant to plans, standards, specifications, and other requirements as determined by the legislative body.

(d) Specify a price or a method to determine a price for each facility or discrete portion or phase of a facility. The price may include an amount reflecting the interim cost of financing cash payments that must be made during construction of the project, at the discretion of the legislative body.

(e) Specify procedures for final inspection and approval of facilities or discrete portions of facilities, for approval of payment, and for acceptance and conveyance or dedication of the facilities to the local agency.

*(Added by Stats. 2003, Ch. 55, Sec. 2. Effective January 1, 2004.)*

**53313.6.**

The legislative body may provide for adjustments in ad valorem property taxes pursuant to Section 53313.7 within a community facilities district only after making both of the following findings at the conclusion of the public hearing held pursuant to Article 2 (commencing with Section 53318):

(a) That an ad valorem property tax is, or will be, levied on property within a proposed community facilities district for the exclusive purpose of making lease payments on an existing lease or paying principal or interest on outstanding bonds or other existing indebtedness, including state school building loans, incurred to finance construction of capital facilities.

(b) That capital facilities to be financed by the community facilities district will provide the same services to the territory of the community facilities district as were provided by the capital facilities mentioned in subdivision (a).

*(Amended by Stats. 2007, Ch. 670, Sec. 58. Effective January 1, 2008.)*

**53313.7.** (a) Upon making the findings pursuant to Section 53313.6, the legislative body may, with the concurrence of the legislative body which levied the property tax described in subdivision (a) of Section 53313.6, by ordinance, determine that the total annual amount of ad valorem property tax revenue due from parcels within the proposed community facilities district, for purposes of paying principal and interest on the debt identified in Section 53313.6, shall not be increased after the date on which the resolution of formation for the community facilities district is adopted, or after a later date determined by the legislative body creating the community facilities district with the concurrence of the legislative body which levied the property tax in question.

(b) The legislative body may, by ordinance, with the concurrence of the legislative body that levied the property tax described in subdivision (a) of Section 53313.6, determine to cease and eliminate the freeze on property tax revenue established pursuant to subdivision (a), upon determining that the community facilities district's special tax or portion thereof levied on the parcels in question to pay for the capital facilities specified in subdivision (b) of Section 53313.6 shall cease to be levied and collected.

*(Amended by Stats. 1993, Ch. 1193, Sec. 3. Effective January 1, 1994.)*

**53313.9.** (a) All or any part of the cost of any school facilities financed by a community facilities district may be shared by the State Allocation Board pursuant to Section 17718.5 of the Education Code.

(b) If the State Allocation Board shares in any part of the cost of the school facilities, the ownership of those facilities and the real property upon which the facilities are located shall be held as provided in the Leroy F. Greene School Facilities Act of 1998 (Chapter 12.5 (commencing with Section 17070.10) of Part 10 of Division 1 of the Education Code).

(c) The resolutions of intention, formation, consideration, and to incur bonded indebtedness, adopted pursuant to subdivision (b) of Section 53338 or Sections 53321, 53325.1, 53334, 53339.2, 53345, and 53351 may provide for cost sharing by the State Allocation Board and for appropriate adjustment of the principal amount of any bond issue or issues and of the rate and method of apportionment of any special tax.

*(Amended by Stats. 2007, Ch. 670, Sec. 60. Effective January 1, 2008.)*

**53314.** The legislative body may from time to time transfer moneys to a community facilities district or to an improvement area within a community facilities district, for the benefit of the district or improvement area, from any funds available to the legislative body. Any moneys so transferred may be used for the payment of any currently payable expenses incurred by reason of the construction or acquisition of any facilities or provision of any authorized services within the district or improvement area prior to December 1 of the first fiscal year in which a special tax may be levied for the facilities or services within the district or improvement area. The rate of interest earned by the investment of those moneys shall be determined by the legislative body.

*(Amended by Stats. 1991, Ch. 1110, Sec. 4.)*

**53314.3.** In the first fiscal year in which a special tax or charge is levied for any facility or for any services in a community facilities district or a zone within a community facilities district, the legislative body shall include in the levy a sum sufficient to repay to the legislative body the amounts transferred to that district or zone pursuant to Section 53314. The amounts borrowed, with interest, shall be retransferred to the proper fund or funds from the first available receipts from the special levy in that district or zone.

Notwithstanding the above provisions, the legislative body may, by a resolution adopted no later than the time of the first levy, extend the repayment of the transferred funds over a period of time not to exceed three consecutive years, in which event the levy and each subsequent levy shall include a sum sufficient to repay the amount specified by the legislative body for the year of the levy.

*(Amended by Stats. 1987, Ch. 1440, Sec. 2.)*

**53314.5.** Pursuant to a resolution adopted by the legislative body, the legislative body may appropriate any of its available moneys to a revolving fund to be used for the acquisition of real or personal property, engineering services, or the construction of structures or improvements needed in whole or in part to provide one or more of the facilities of a community facilities district. The revolving fund shall be reimbursed from tax revenues or other moneys available from the facilities district, and no sums shall be disbursed from the fund until the legislative body has, by resolution, established the method by, and term not exceeding five years within, which the community facilities district is to reimburse the fund. The district shall reimburse the fund for any amount disbursed to the area within five years after such disbursement, together with interest at the current rate per annum received on similar types of investments by the legislative body as determined by the local agency's treasurer.

*(Added by Stats. 1982, Ch. 1451, Sec. 1.)*

**53314.6.** (a) In connection with the financing of services and facilities pursuant to subdivision (f) of Section 53313 and subdivision (k) of Section 53313.5, the legislative body may establish a revolving fund to be kept in the treasury of the district. Except as provided in subdivision (b), moneys in the revolving fund shall be expended solely for the payment of costs with respect to those services and facilities. The revolving fund may be funded from time to time with moneys derived from any of the following:

(1) Proceeds of the sale of bonds issued pursuant to Article 5 (commencing with Section 53345), notwithstanding any limitation contained in Section 53345.3.

(2) Any taxes or charges authorized under this chapter.

(3) Any other lawful source.

(b) Subject to the provisions of any resolution, trust agreement or indenture providing for the issuance of district bonds for the purposes set forth in subdivision (k) of Section 53313.5, the legislative body may withdraw money from the revolving fund whenever and to the extent that it finds that the amount of money therein exceeds the amount necessary to accomplish the purposes for which the revolving fund was established. Any moneys withdrawn from the revolving fund shall be used to redeem bonds of the district issued for the purposes set forth in subdivision (k) of Section 53313.5 or shall be paid to taxpayers in the district in amounts that the legislative body determines.

*(Amended by Stats. 2007, Ch. 670, Sec. 61. Effective January 1, 2008.)*

**53314.7.** (a) Any responsible party as defined by subdivision (a) of Section 25323.5 of the Health and Safety Code shall be liable to the district for the costs incurred in the removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment. The amount of the costs shall include interest on the costs accrued from the date of expenditure. The interest shall be calculated based on the average annual rate of return on the district's investment of surplus funds for the fiscal year in which the district incurred the costs. Recovery of costs by a community facilities district under this section shall be commenced before or immediately upon completion of the removal or remedial action, and payments received hereunder by the district shall be deposited in the revolving fund in accordance with Section 53314.6.

(b) To expedite cleanup, this section is intended to provide local jurisdictions an alternative method of financing the cost of removal or remedial action for the cleanup of any hazardous substance through the issuance of voter-approved limited obligation bonds. The provisions of this section shall not affect or limit the provisions of any other law establishing the liability of any person for, or otherwise regulating, the generation, transportation, storage, treatment, or disposal of hazardous substances. The scope and standard of liability for any costs recoverable pursuant to Section 53314.7 shall be the scope and standard of liability set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sec. 6901 et seq.), or any other provision of state or federal law establishing responsibility for cleanup of hazardous waste sites.

*(Added by Stats. 1990, Ch. 175, Sec. 4. Effective June 26, 1990.)*

**53314.8.** At any time either before or after the formation of the district, the legislative body may provide, by ordinance, that for a period specified in the ordinance, the local agency may contribute, from any source of revenue not otherwise prohibited by law, any specified amount, portion, or percentage of the revenues for the purposes set forth in the ordinance, limited to the following: the acquisition or construction of a facility, the acquisition of interest in real property, or the payment of debt service with respect to the financing of either, the provision of authorized services, and the payment of expenses incidental thereto. The contribution shall not constitute an indebtedness or liability of the local agency.

*(Amended by Stats. 1991, Ch. 1110, Sec. 5.)*

**53314.9.** (a) Notwithstanding Section 53313.5, at any time either before or after the formation of the district, the legislative body may accept advances of funds or work in-kind from any source, including, but not limited to, private persons or private entities and may provide, by resolution, for the use of those funds or that work in-kind for any authorized purpose, including, but not limited to, paying any cost incurred by the local agency in creating a district. The legislative body may enter into an agreement, by resolution, with the person or entity advancing the funds or work in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work in-kind, as determined by the legislative body, with or without interest, under all of the following conditions:

(1) The proposal to repay the funds or the value or cost of the work in-kind, whichever is less, is included both in the resolution of intention to establish a district adopted pursuant to Section 53321 and in the resolution of formation to establish the district adopted pursuant to Section 53325.1, or in the resolution of consideration to alter the types of public facilities and services provided within an established district adopted pursuant to Section 53334.

(2) Any proposed special tax or change in a special tax is approved by the qualified electors of the district pursuant to this chapter. Any agreement shall specify that if the qualified electors of the district do not approve the proposed special tax or change in a special tax, the local agency shall return any funds which have not been committed for any authorized purpose by the time of the election to the person or entity advancing the funds.

(3) Any work in-kind accepted pursuant to this section shall have been performed or constructed as if the work had been performed or constructed under the direction and supervision, or under the authority of, the local agency.

(b) The agreement shall not constitute a debt or liability of the local agency.

*(Amended by Stats. 1987, Ch. 1440, Sec. 2.5.)*

**53315.** This chapter shall be liberally construed in order to effectuate its purposes. No error, irregularity, informality, and no neglect or omission of any officer, in any procedure taken under this chapter, which does not directly affect the jurisdiction of the legislative body to order the installation of the facility or the provision of service, shall void or invalidate such proceeding or any levy for the costs of such facility or service.

*(Added by Stats. 1982, Ch. 1451, Sec. 1.)*

**53315.3.** The failure of any person to receive a notice, resolution, order, or other matter shall not affect in any way whatsoever the validity of any proceedings taken under this chapter, or prevent the legislative body from proceeding with any hearing so noticed.

*(Added by Stats. 1982, Ch. 1451, Sec. 1.)*

**53315.6.** When any proceeding is initiated under this chapter by a legislative body other than that of a city or county, a copy of the resolution of intention shall be transmitted to the legislative body of the city, where the land to be assessed lies within the corporate limits of any city, or of the county, where the land to be assessed lies within an unincorporated territory.

*(Added by Stats. 1987, Ch. 1440, Sec. 3.)*

**53315.8.** A county may not form a district within the territorial jurisdiction of a city without the consent of the legislative body of the city.

*(Added by Stats. 1987, Ch. 1440, Sec. 3.1.)*

**53316.** This chapter applies to all local agencies insofar as those entities have the power to install or contribute revenue for any of the facilities or provide or contribute revenue for any of the services authorized under this chapter. This chapter authorizes local agencies to create community facilities districts pursuant to this chapter within their territorial limits. A local agency may initiate proceedings pursuant to Section 53318 to include territory proposed for annexation to the local agency within a community facilities district if a petition or resolution of application for the annexation of the territory to the local agency has been accepted for filing and a certificate of filing has been issued by the executive officer of the local agency formation commission at the time the proceedings to create the district are initiated. Those proceedings may be completed only if the annexation of the territory to the local agency is completed. The officers of local agencies who have similar powers and duties, as determined by the legislative body of the local agency, as the municipal officers referred to in this chapter shall have the powers and duties given by this chapter to the municipal officials. Where no similar officer exists, the legislative body of the local agency shall, by resolution, appoint a person or designate an officer to perform the

duties under this chapter. Any local agency that has no authority to enact an ordinance under other laws may, for purposes of this chapter, enact an ordinance in substantially the same manner as provided for the enactment of a city ordinance in Chapter 2 (commencing with Section 36900) of Part 2 of Division 3 of Title 4.

*(Amended by Stats. 1988, Ch. 1365, Sec. 5.)*

**53316.2.** (a) A community facilities district may finance facilities to be owned or operated by a public agency other than the agency that created the district, or services to be provided by a public agency other than the agency that created the district, or any combination, only pursuant to a joint community facilities agreement or a joint exercise of powers agreement adopted pursuant to this section. A joint community facilities agreement or a joint exercise of powers agreement with a state or federal agency shall not be required if the local agency that created the district is the agency that would, in the absence of the district, enter into an agreement with the state or federal agency for the provision of the facilities or services, or if the local agency that created the district enters into a joint agreement with the public agency that would, in the absence of the district, enter into an agreement with the state or federal agency for the provision of the facilities or services.

(b) At any time prior to the adoption of the resolution of formation creating a community facilities district or a resolution of change to alter a district, or a resolution or resolutions authorizing issuance of bonds pursuant to Section 53356, the legislative bodies of two or more local agencies may enter into a joint community facilities agreement pursuant to this section and Sections 53316.4 and 53316.6 or into a joint exercise of powers agreement pursuant to the Joint Exercise of Powers Act (Chapter 5 (commencing with Section 6500) of Division 7 of Title 1) to exercise any power authorized by this chapter with respect to the community facilities district being created or changed if the legislative body of each entity adopts a resolution declaring that the joint agreement would be beneficial to the residents of that entity. This subdivision shall not be construed to limit the ability of a joint powers authority created pursuant to the Joint Exercise of Powers Act to exercise the powers authorized by the Joint Exercise of Powers Act.

(c) Notwithstanding the Joint Exercise of Powers Act, a contracting party may use the proceeds of any special tax or charge levied pursuant to this chapter or, in the case of facilities, of any bonds or other indebtedness issued pursuant to this chapter to provide facilities or services which that contracting party is otherwise authorized by law to provide, even though another contracting party does not have the power to provide those facilities or services.

(d) Notwithstanding subdivision (b), nothing in this section shall prevent entry into or amendment of a joint community facilities agreement or a joint exercise of powers agreement at any time, if the new agreement or amendment is necessary, as determined by the legislative body, for either of the following reasons:

(1) To allow an orderly transition of governmental facilities and finances in the case of any change in governmental organization approved pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Division 3 (commencing with Section 56000) of Title 5) or other law governing the reorganization of any agency that is a party to the agreement.

(2) To allow participation in the agreement by a state or federal agency, including, but not limited to, the California Department of Transportation. Participation in an agreement by a state or federal agency is purely optional.

(e) Notwithstanding any other provision of this chapter, no local agency that is party to a joint exercise of powers agreement or joint community facilities agreement shall have primary responsibility for formation of a district, or for an extension of authorized facilities and services or a change in special taxes pursuant to Article 3 (commencing with Section 53330), unless that local agency is one or more of the following:

(1) A city, a county, or a city and county.

(2) An agency created pursuant to a joint powers agreement that is separate from the parties to the agreement, is responsible for the administration of the agreement, and is subject to the notification requirement of Section 6503.5.

(3) An agency that is reasonably expected to have responsibility for providing facilities or services to be financed by a larger share of the proceeds of special taxes and bonds of the district or districts created or changed pursuant to the joint exercise of powers agreement or the joint community facilities agreement than any other local agency.

*(Amended by Stats. 2013, Ch. 219, Sec. 3. Effective January 1, 2014.)*

**53316.4.** The agreement entered into pursuant to Section 53316.2 shall contain a description of the facilities and services to be provided under the agreement, and any real or tangible property which is to be purchased, constructed, expanded, or rehabilitated.

*(Added by Stats. 1984, Ch. 269, Sec. 6. Effective July 3, 1984.)*

**53316.6.** The agreement entered into pursuant to Section 53316.2 may provide for the division of responsibility to provide any of the facilities or services among the entities entering into the agreement. The agreement shall provide for the allocation and distribution of the proceeds of any special tax levy among the parties to the agreement.

*(Added by Stats. 1984, Ch. 269, Sec. 7. Effective July 3, 1984.)*

**53317.** Unless the context otherwise requires, the definitions contained in this article shall govern the construction of this chapter.

(a) "Clerk" means the clerk of the legislative body of a local agency.

(b) "Community facilities district" means a legally constituted governmental entity established pursuant to this chapter for the sole purpose of financing facilities and services.

(c) "Cost" means the expense of constructing or purchasing the public facility and of related land, right-of-way, easements, including incidental expenses, and the cost of providing authorized services, including incidental expenses.

(d) "Debt" means any binding obligation to pay or repay a sum of money, including obligations in the form of bonds, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts.

(e) "Incidental expense" includes all of the following:

(1) The cost of planning and designing public facilities to be financed pursuant to this chapter, including the cost of environmental evaluations of those facilities.

(2) The costs associated with the creation of the district, issuance of bonds, determination of the amount of taxes, collection of taxes, payment of taxes, or costs otherwise incurred in order to carry out the authorized purposes of the district.

(3) Any other expenses incidental to the construction, completion, and inspection of the authorized work.

(f) "Landowner" or "owner of land" means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of the land by the legislative body. The legislative body has no obligation to obtain other information as to the ownership of the land, and its determination of ownership shall be final and conclusive for the purposes of this chapter. A public agency is not a landowner or owner of land for purposes of this chapter, unless one of the following exists:

(1) The land owned by a public agency would be subject to a special tax pursuant to Section 53340.1.

(2) The public agency has acquired the property by purchase or negotiation in connection with foreclosure of a special tax lien and it is intended that the property will be transferred to private ownership.

(3) The public agency states in the proceedings that its land is intended to be transferred to private ownership and provides in the proceedings that its land will be subject to the special tax on the same basis as private property within the district and affirmatively waives any defense based on the fact of public ownership, to any action to foreclose on the property in the event of nonpayment of the special tax.

(4) The land owned by a public agency is within the territory of a military base that is closed or is being closed.

(g) "Legislative body" means the legislative body or governing board of any local agency.

(h) "Local agency" means any city or county, whether general law or chartered, special district, school district, joint powers entity created pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1, redevelopment agency, or any other municipal corporation, district, or political subdivision of the state.

(i) "Rate" means a single rate of tax or a schedule of rates.

(j) "Services" means the provision of categories of services identified in Section 53313. "Services" includes the performance by employees of functions, operations, maintenance, and repair activities. "Services" does not include activities or facilities identified in Section 53313.5. "Maintenance" shall include replacement, and the creation and funding of a reserve fund to pay for a replacement.

*(Amended by Stats. 2013, Ch. 219, Sec. 4. Effective January 1, 2014.)*

**53317.3.** If property not otherwise exempt from a special tax levied pursuant to this chapter is acquired by a public entity through a negotiated transaction, or by gift or devise, the special tax shall, notwithstanding Section 53340, continue to be levied on the property acquired and shall be enforceable against the public entity that acquired the property. However, even if the resolution of formation that authorized creation of the district did not specify conditions under which the obligation to pay a special tax may be prepaid and permanently satisfied, the legislative body of the local agency that created the district may specify conditions under which the public agency



that acquires the property may prepay and satisfy the obligation to pay the tax. The conditions may be specified only if the local agency that created the district finds and determines that the prepayment arrangement will fully protect the interests of the owners of the district's bonds.

*(Amended by Stats. 1991, Ch. 1110, Sec. 6.5.)*

**53317.5.** If property subject to a special tax levied pursuant to this chapter is acquired by a public entity through eminent domain proceedings, the obligation to pay the special tax shall be treated, pursuant to Section 1265.250 of the Code of Civil Procedure, as if it were a special annual assessment. For this purpose, the present value of the obligation to pay a special tax to pay the principal and interest on any indebtedness incurred by the district prior to the date of apportionment determined pursuant to Section 5082 of the Revenue and Taxation Code shall be treated the same as a fixed lien special assessment.

*(Added by Stats. 1986, Ch. 1102, Sec. 11. Effective September 24, 1986.)*

**ARTICLE 2. Proceedings to Create a Community Facilities District [53318 - 53329.6]** ( Article 2 added by Stats. 1982, Ch. 1451, Sec. 1. )

**53318.** Proceedings for the establishment of a community facilities district may be instituted by the legislative body on its own initiative and shall be instituted by the legislative body when any of the following occurs:

(a) A written request for the establishment of a district, signed by two members of the legislative body, describing the boundaries of the territory that is proposed for inclusion in the area and specifying the type or types of facilities and services to be financed by the district, is filed with the legislative body.

(b) A petition requesting the institution of the proceedings signed by the requisite number of registered voters, as specified in subdivision (d) of Section 53319, describing the boundaries of the territory that is proposed for inclusion in the area and specifying the type or types of facilities and services to be financed by the district, is filed with the clerk of the legislative body. The petition may consist of any number of separate instruments, each of which shall comply with all of the requirements of the petition, except as to the number of signatures.

(c) A petition requesting the institution of the proceedings signed by landowners owning the requisite portion of the area of the proposed district, as specified in subdivision (d) of Section 53319, describing the boundaries of the territory that is proposed for inclusion in the area and specifying the type or types of facilities and services to be financed by the district, is filed with the clerk of the legislative body.

(d) The written request filed pursuant to subdivision (a) and the petition filed pursuant to subdivision (b) are not required to be acted upon until the payment of a fee in an amount that the legislative body determines, within 45 days of receiving the request or petition, is sufficient to compensate the legislative body for all costs incurred in conducting proceedings to create a district pursuant to this chapter. A petition filed pursuant to subdivision (c) may not be acted upon until payment of a fee in an amount that the legislative body determines, within 45 days of receiving the petition, is sufficient to compensate the legislative body for all costs incurred in conducting proceedings to create a district pursuant to this chapter.

*(Amended by Stats. 2007, Ch. 670, Sec. 64. Effective January 1, 2008.)*

**53318.5.** Notwithstanding any provision of Part 1 (commencing with Section 56000) of Division 3, a local agency formation commission shall have no power or duty to review and approve or disapprove a proposal to create a community facilities district or a proposal to annex territory to, or detach territory from, such district, pursuant to this chapter.

*(Amended by Stats. 1991, Ch. 1110, Sec. 7.)*

**53319.** A petition requesting the institution of proceedings for the establishment of a community facilities district shall do all of the following:

(a) Request the legislative body to institute proceedings to establish a community facilities district pursuant to this chapter.

(b) Describe the boundaries of the territory that is proposed for inclusion in the district.

(c) State the type or types of facilities and services proposed to be financed by the district, which may include proposals for any additional information specified by Sections 53321, 53325.7, and 53345.

(d) Be signed by not less than 10 percent of the registered voters residing within the territory proposed to be included within the district or by owners of not less than 10 percent of the area of land proposed to be included

within the district and not proposed to be exempt from the special tax. If the legislative body finds that the petition is signed by the requisite number of registered voters residing within the territory proposed to be included within the district or by the requisite number of owners of land proposed to be included within the district, that finding shall be final and conclusive.

*(Amended by Stats. 2007, Ch. 670, Sec. 65. Effective January 1, 2008.)*

**53320.** Within 90 days after either a written request by two members of the legislative body or a petition requesting the institution of proceedings for the establishment of a community facilities district is filed with the legislative body and the payment of any fee required under subdivision (d) of Section 53318, the legislative body shall adopt a resolution of intention to establish a community facilities district in the form specified in Section 53321.

*(Amended by Stats. 2007, Ch. 670, Sec. 66. Effective January 1, 2008.)*

**53321.** Proceedings for the establishment of a community facilities district shall be instituted by the adoption of a resolution of intention to establish the district which shall do all of the following:

(a) State that a community facilities district is proposed to be established under the terms of this chapter and describe the boundaries of the territory proposed for inclusion in the district, which may be accomplished by reference to a map on file in the office of the clerk, showing the proposed community facilities district. The boundaries of the territory proposed for inclusion in the district shall include the entirety of any parcel subject to taxation by the proposed district.

(b) State the name proposed for the district in substantially the following form: "Community Facilities District No. \_\_\_\_."

(c) Describe the public facilities and services proposed to be financed by the district pursuant to this chapter. The description may be general and may include alternatives and options, but it shall be sufficiently informative to allow a taxpayer within the district to understand what the funds of the district may be used to finance. If the purchase of completed public facilities or the incurring of incidental expenses is proposed, the resolution shall identify those facilities or expenses. If facilities are proposed to be financed through any financing plan, including, but not limited to, any lease, lease-purchase, or installment-purchase arrangement, the resolution shall briefly describe the proposed arrangement.

(d) State that, except where funds are otherwise available, a special tax sufficient to pay for all facilities and services, secured by recordation of a continuing lien against all nonexempt real property in the district, will be annually levied within the area. The resolution shall specify the rate, method of apportionment, and manner of collection of the special tax in sufficient detail to allow each landowner or resident within the proposed district to estimate the maximum amount that he or she will have to pay. The legislative body may specify conditions under which the obligation to pay the specified special tax may be prepaid and permanently satisfied. The legislative body may specify conditions under which the rate of the special tax may be permanently reduced in compliance with the provisions of Section 53313.9.

In the case of any special tax to pay for public facilities and to be levied against any parcel used for private residential purposes, (1) the maximum special tax shall be specified as a dollar amount which shall be calculated and thereby established not later than the date on which the parcel is first subject to the tax because of its use for private residential purposes, which amount shall not be increased over time except that it may be increased by an amount not to exceed 2 percent per year, (2) the resolution shall specify a tax year after which no further special tax subject to this sentence shall be levied or collected, except that a special tax that was lawfully levied in or before the final tax year and that remains delinquent may be collected in subsequent years, and (3) the resolution shall specify that under no circumstances will the special tax levied in any fiscal year against any parcel subject to this sentence be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the district by more than 10 percent above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. For purposes of this paragraph, a parcel shall be considered "used for private residential purposes" not later than the date on which an occupancy permit for private residential use is issued. Nothing in this paragraph is intended to prohibit the legislative body from establishing different tax rates for different categories of residential property, or from changing the dollar amount of the special tax for the parcel if the size of the residence is increased or if the size or use of the parcel is changed.

(e) Fix a time and place for a public hearing on the establishment of the district which shall be not less than 30 or more than 60 days after the adoption of the resolution.

(f) Describe any adjustment in property taxation to pay prior indebtedness pursuant to Sections 53313.6 and 53313.7.

(g) Describe the proposed voting procedure.

The changes made to this section by Senate Bill 1464 of the 1991–92 Regular Session of the Legislature shall not apply to special taxes levied by districts for which a resolution of formation was adopted before January 1, 1993.

*(Amended by Stats. 2007, Ch. 670, Sec. 66.5. Effective January 1, 2008.)*

**53321.5.** At the time of the adoption of the resolution of intention to establish a community facilities district, the legislative body shall direct each of its officers who is or will be responsible for providing one or more of the proposed types of public facilities or services to be financed by the district, if it is established, to study the proposed district and, at or before the time of the hearing, file a report with the legislative body containing a brief description of the public facilities and services by type that will in his or her opinion be required to adequately meet the needs of the district and his or her estimate of the cost of providing those public facilities and services. If the purchase of completed public facilities or the payment of incidental expenses is proposed, the legislative body shall direct its appropriate officer to estimate the fair and reasonable cost of those facilities or incidental expenses. If removal or remedial action for the cleanup of any hazardous substance is proposed, the legislative body shall (a) direct its responsible officer to prepare or cause to be prepared, a remedial action plan based upon factors comparable to those described in subdivision (d) of Section 25356.1 of the Health and Safety Code or (b) determine, on the basis of the particular facts and circumstances, that shall be comparable to those described in subdivision (h) of Section 25356.1 of the Health and Safety Code, that the remedial action plan is not required or (c) condition financing of the removal or remedial action upon approval of a remedial action plan pursuant to Section 25356.1 of the Health and Safety Code. All of those reports shall be made a part of the record of the hearing on the resolution of intention to establish the district.

*(Amended by Stats. 2007, Ch. 670, Sec. 67. Effective January 1, 2008.)*

**53322.** (a) The clerk of the legislative body shall publish a notice of the hearing pursuant to Section 6061 in a newspaper of general circulation published in the area of the proposed district. Publication shall be complete at least seven days prior to the date of the hearing.

(b) The notice shall contain all of the following information:

(1) The text or a summary of the resolution of intention to establish the district which may refer to documents on file in the office of the clerk for detail.

(2) The time and place of the hearing on the establishment of the district.

(3) A statement that at the hearing the testimony of all interested persons or taxpayers for or against the establishment of the district, the extent of the district, or the furnishing of specified types of public facilities or services will be heard. The notice shall also describe, in summary, the effect of protests made by registered voters or landowners against the establishment of the district, the extent of the district, the furnishing of a specified type of facilities or services, or a specified special tax, as provided in Section 53324.

(4) A description of the proposed voting procedure.

*(Amended by Stats. 1991, Ch. 1110, Sec. 9.)*

**53322.4.** The clerk of the legislative body may also give notice of the hearing by first-class mail to each registered voter and to each landowner within the proposed district. This notice shall contain the same information as is required to be contained in the notice published pursuant to Section 53322.

*(Amended by Stats. 2007, Ch. 670, Sec. 68. Effective January 1, 2008.)*

**53323.** At the hearing, protests against the establishment of the district, the extent of the district, or the furnishing of specified types of public facilities or services within the district may be made orally or in writing by any interested person. Any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities and defects to which objection is made. Any written protest not personally presented by the author of that protest at the hearing shall be filed with the clerk of the legislative body at or before the time fixed for the hearing. The legislative body may waive any irregularities in the form or content of any written protest and at the hearing may correct minor defects in the proceedings. Written protests may be withdrawn in writing at any time before the conclusion of the hearing.

*(Amended by Stats. 2007, Ch. 670, Sec. 69. Effective January 1, 2008.)*

**53324.** (a) If 50 percent or more of the registered voters, or six registered voters, whichever is more, residing within the territory proposed to be included in the district, or the owners of one-half or more of the area of the land in the territory proposed to be included in the district and not exempt from the special tax, file written

protests against the establishment of the district, and protests are not withdrawn so as to reduce the value of the protests to less than a majority, no further proceedings to create the specified community facilities district or to authorize the specified special tax shall be taken for a period of one year from the date of the decision of the legislative body.

If the majority protests of the registered voters or of the landowners are only against the furnishing of a specified type or types of facilities or services within the district, or against levying a specified special tax, those types of facilities or services or the specified special tax shall be eliminated from the resolution of formation.

(b) This section does not apply to the formation of a district pursuant to Section 53328.1.

*(Amended by Stats. 2011, Ch. 493, Sec. 2. Effective January 1, 2012.)*

**53325.** The hearing may be continued from time to time, but shall be completed within 30 days, except that if the legislative body finds that the complexity of the proposed district or the need for public participation requires additional time, the hearing may be continued from time to time for a period not to exceed six months. The legislative body may modify the resolution of intention by eliminating proposed facilities or services, or by changing the rate or method of apportionment of the proposed special tax so as to reduce the maximum special tax for all or a portion of the owners of property within the proposed district, or by removing territory from the proposed district. Any modifications shall be made by action of the legislative body at the public hearing. If the legislative body proposes to modify the resolution of intention in a way that will increase the probable special tax to be paid by the owner of any lot or parcel, it shall direct that a report be prepared that includes a brief analysis of the impact of the proposed modifications on the probable special tax to be paid by the owners of lots or parcels in the district, and shall receive and consider the report before approving the modifications or any resolution of formation that includes those modifications. The legislative body shall not modify the resolution of intention to increase the maximum special tax or to add territory to the proposed district. At the conclusion of the hearing, the legislative body may abandon the proposed establishment of the community facilities district or may, after passing upon all protests, determine to proceed with establishing the district.

*(Amended by Stats. 2007, Ch. 670, Sec. 71. Effective January 1, 2008.)*

**53325.1.** (a) If the legislative body determines to establish the district, it shall adopt a resolution of formation establishing the district. The resolution of formation shall contain all of the information required to be included in the resolution of intention to establish the district specified in Section 53321. If a special tax is proposed to be levied in the district to pay for any facilities or services and the special tax has not been eliminated by majority protest pursuant to Section 53324, the resolution shall:

- (1) State that the proposed special tax to be levied within the district has not been precluded by majority protest pursuant to Section 53324.
- (2) Identify any facilities or services proposed to be funded with the special tax.
- (3) Set forth the name, address, and telephone number of the office, department, or bureau that will be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and that will be responsible for estimating future special tax levies pursuant to Section 53340.2.
- (4) State that upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in the district and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the tax by the legislative body ceases.
- (5) Set forth the county of recordation and the book and page in the Book of Maps of Assessments and Community Facilities Districts in the county recorder's office where the boundary map of the proposed community facilities district has been recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code.

(b) In the resolution of formation adopted pursuant to subdivision (a), the legislative body shall determine whether all proceedings were valid and in conformity with the requirements of this chapter. If the legislative body determines that all proceedings were valid and in conformity with the requirements of this chapter, it shall make a finding to that effect and that finding shall be final and conclusive.

*(Amended by Stats. 2007, Ch. 670, Sec. 72. Effective January 1, 2008.)*

**53325.3.** A tax imposed pursuant to this chapter is a special tax and not a special assessment, and there is no requirement that the tax be apportioned on the basis of benefit to any property. However, a special tax levied pursuant to this chapter may be on or based on a benefit received by parcels of real property, the cost of making

facilities or authorized services available to each parcel, or some other reasonable basis as determined by the legislative body.

*(Amended by Stats. 1996, Ch. 1161, Sec. 2. Effective January 1, 1997.)*

**53325.5.** (a) A community facilities district may include areas of territory that are not contiguous.

(b) In establishing the boundaries of the district, the legislative body may alter the exterior boundaries of the district to include less territory than that described in the notice of the hearing but it may not include any territory not described in the notice of the hearing.

*(Amended by Stats. 1984, Ch. 269, Sec. 16.5. Effective July 3, 1984.)*

**53325.6.** Land devoted primarily to agricultural, timber, or livestock uses and being used for the commercial production of agricultural, timber, or livestock products may be included in a community facilities district only if such land is contiguous to other land which is included within the described exterior boundaries of the community facilities district, and only if the legislative body finds that the land will be benefited by any of the types of public facilities and services proposed to be provided within the district. The land may, however, be included in the community facilities district, if the owner requests its inclusion.

*(Added by Stats. 1982, Ch. 1451, Sec. 1.)*

**53325.7.** The legislative body may submit a proposition to establish or change the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of a community facilities district to the qualified electors of a proposed or established district. The proposition establishing or changing the appropriations limit shall become effective if approved by the qualified electors voting on the proposition and shall be adjusted for changes in the per capita personal income in the state and changes in populations, as defined by subdivisions (b) and (c) of Section 7901, except that the change in population may be estimated by the legislative body in the absence of an estimate by the Department of Finance, and in accordance with Section 1 of Article XIII B of the California Constitution. For purposes of adjusting for changes in population, the population of the district shall be deemed to be at least one person during each calendar year.

*(Amended by Stats. 2007, Ch. 670, Sec. 73. Effective January 1, 2008.)*

**53326.** (a) The legislative body shall then submit the levy of any special taxes to the qualified electors of the proposed community facilities district or to the qualified electors of the territory to be annexed by the community facilities district in the next general election or in a special election to be held, notwithstanding any other requirement, including any requirement that elections be held on specified dates, contained in the Elections Code, at least 90 days, but not more than 180 days, following the adoption of the resolution of formation. The legislative body shall provide the resolution of formation, the resolution deeming it necessary to incur bonded indebtedness, if one is adopted, a certified map of sufficient scale and clarity to show the boundaries of the district, and a sufficient description to allow the election official to determine the boundaries of the district to the official conducting the election within three business days after the adoption of the resolution of formation. Assessor's parcel numbers for the land within the district shall be included if it is a landowner election or the district does not conform to an existing district's boundaries and if requested by the official conducting the election. If the election is to be held less than 125 days following the adoption of the resolution of formation, the concurrence of the election official conducting the election shall be required. However, any time limit specified by this section or requirement pertaining to the conduct of the election, including any time limit or requirement applicable to any election conducted pursuant to Article 5 (commencing with Section 53345), may be waived with the unanimous consent of the qualified electors of the proposed district and the concurrence of the election official conducting the election.

(b) Except as otherwise provided in subdivision (c), if at least 12 persons, who need not necessarily be the same 12 persons, have been registered to vote within the territory of the proposed community facilities district for each of the 90 days preceding the close of the protest hearing, the vote shall be by the registered voters of the proposed district, with each voter having one vote. Otherwise, the vote shall be by the landowners of the proposed district and each person who is the owner of land at the close of the protest hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that he or she owns within the proposed community facilities district not exempt from the special tax. Ballots shall be executed by an owner of a parcel, or by a representative of an owner lawfully appointed to represent the owner for purposes of the election. Each person casting a ballot assigned to a parcel of property who is not the owner of that property must present written evidence to the local agency of that person's authority to act for the owner for the election before casting the ballot. If more than one of the record owners of an identified parcel submits or wishes to submit a ballot, the votes attributable to the parcel shall be allocated to ballots for each owner in proportion to their

respective record ownership interest, rounded to the nearest one-tenth of a vote, or, if the ownership interests are not shown on the record, as established to the satisfaction of the local agency, the votes attributable to the parcel shall be allocated according to the ownership interests shown by documentation submitted by those record owners. If no document is submitted, the votes shall be allocated equally among the parcel's owners requesting ballots. If the appointment of the representative to cast the ballot was made as part of the transaction by which the current owners acquired the property, or if the appointment appoints a former owner, or anyone affiliated in any way with a former owner of the property, the written appointment must be signed by all of the owners, and include a statement signed by all of the owners substantially in the form contained in Section 53341.5. The appointment is not valid if the ballot measure seeks to authorize facilities, services, or special taxes in excess of those shown on the statement. The appointment of a representative to act for property for a single specified landowner election under this chapter shall not constitute a violation of any law prohibiting the impersonation of voters or the inducement to vote in a particular fashion. The number of votes to be voted by a particular landowner shall be specified on the ballot provided to that landowner. If the vote is by landowners pursuant to this subdivision, the legislative body shall determine that any facilities or services financed by the district are necessary to meet increased demands placed upon local agencies as the result of development or rehabilitation occurring in the district.

(c) If the proposed special tax will not be apportioned in any tax year on any portion of property in residential use in that tax year, as determined by the legislative body, the legislative body may provide that the vote shall be by the landowners of the proposed district whose property would be subject to the tax if it were levied at the time of the election. Each of these landowners shall have one vote for each acre, or portion thereof, that the landowner owns within the proposed district that would be subject to the proposed tax if it were levied at the time of the election.

(d) Ballots for the special election authorized by subdivision (a) may be distributed to qualified electors by mail with return postage prepaid or by personal service by the election official. The official conducting the election may certify the proper mailing of ballots by an affidavit, that shall constitute conclusive proof of mailing in the absence of fraud. The voted ballots shall be returned to the election officer conducting the election not later than the hour specified in the resolution calling the election. However, if all the qualified voters have voted, the election may be closed with the concurrence of the official conducting the election.

*(Amended by Stats. 2007, Ch. 670, Sec. 74. Effective January 1, 2008.)*

**53327.** (a) Except as otherwise provided in this chapter, the provisions of law regulating elections of the local agency that calls an election pursuant to this chapter, insofar as they may be applicable, shall govern all elections conducted pursuant to this chapter. Except as provided in subdivision (b), there shall be prepared and included in the ballot material provided to each voter an impartial analysis pursuant to Section 9160, 9280, or 9500 of the Elections Code, and arguments and rebuttals, if any, pursuant to Sections 9162 to 9167, inclusive, and 9190 of the Elections Code or pursuant to Sections 9281 to 9287, inclusive, and 9295 of the Elections Code, or pursuant to Sections 9501 to 9507, inclusive, of the Elections Code, or pursuant to other provisions of law applicable to other special districts as appropriate.

(b) If the vote is to be by the landowners of the proposed district, analysis and arguments may be waived with the unanimous consent of all the landowners and shall be so stated in the order for the election. When the vote is to be by the landowners of the proposed district, the legislative body of the local agency may authorize an official of the local agency to conduct the election, including preparation of analysis and compilation of arguments.

*(Amended by Stats. 2007, Ch. 670, Sec. 75. Effective January 1, 2008.)*

**53327.5.** (a) If the election is to be conducted by mail ballot, the election official conducting the election shall provide ballots and election materials pursuant to subdivision (d) of Section 53326 and Section 53327, together with all supplies and instructions necessary for the use and return of the ballot.

(b) The identification envelope for return of mail ballots used in landowner elections shall contain the following:

- (1) The name of the landowner.
- (2) The address of the landowner.
- (3) A declaration, under penalty of perjury, stating that the voter is the owner of record or the authorized representative of the landowner entitled to vote and is the person whose name appears on the identification envelope.
- (4) The printed name and signature of the voter.
- (5) The address of the voter.
- (6) The date of signing and place of execution of the declaration described in paragraph (3).

(7) A notice that the envelope contains an official ballot and is to be opened only by the canvassing board.

*(Amended by Stats. 1988, Ch. 1365, Sec. 8.)*

**53328.** After the canvass of returns of any election pursuant to Section 53326, the legislative body may, pursuant to Section 53340, levy any special tax as specified in the resolution of formation adopted pursuant to subdivision (a) of Section 53325.1 within the territory of the district if two-thirds of the votes cast upon the question of levying the tax are in favor of levying that tax.

*(Amended by Stats. 2007, Ch. 670, Sec. 76. Effective January 1, 2008.)*

**53328.1.** (a) As an alternate and independent procedure for forming a community facilities district, the legislative body may form a community facilities district that initially consists solely of territory proposed for annexation to the community facilities district in the future, with the condition that a parcel or parcels within that territory may be annexed to the community facilities district and subjected to the special tax only with the unanimous approval of the owner or owners of the parcel or parcels at the time that the parcel or parcels are annexed. In that case, the legislative body shall follow the procedures set forth in this article for the formation of a community facilities district, with the following exceptions:

(1) The legislative body shall not be obligated to specify the rate or rates of special tax in the resolution of intention or the resolution of formation, provided that both of the following are met:

(A) The resolution of intention and the resolution of formation include a statement that the rate shall be established in an amount required to finance or refinance the authorized improvements and to pay the district's administrative expenses.

(B) The maximum rate of special tax applicable to a parcel or parcels shall be specified in the unanimous approval described in this section relating to the parcel or parcels.

(2) The legislative body shall not be obligated to specify in the resolution of intention the conditions under which the obligation to pay the specified special tax may be prepaid and permanently satisfied. Instead, a prepayment provision may be included in the unanimous approval of the owner or owners of each parcel or parcels at the time that the parcel or parcels are annexed to the community facilities district.

(3) In lieu of approval pursuant to an election held in accordance with the procedures set forth in Sections 53326, 53327, 53327.5, and 53328, the appropriations limit for the community facilities district, the applicable rate of the special tax and the method of apportionment and manner of collection of that tax, and the authorization to incur bonded indebtedness for the community facilities district shall be specified and be approved by the unanimous approval of the owner or owners of each parcel or parcels at the time that the parcel or parcels are annexed to the community facilities district. No additional hearings or procedures are required, and the unanimous approval shall be deemed to constitute a unanimous vote in favor of the appropriations limit for the community facilities district, the authorization to levy the special tax on the parcel or parcels, and the authorization to incur bonded indebtedness for the community facilities district.

(4) Notwithstanding Section 53324, this paragraph establishes the applicable protest provisions in the event a local agency forms a community facilities district pursuant to the procedures set forth in this section. If 50 percent or more of the registered voters, or six registered voters, whichever is more, residing within the territory proposed to be annexed to the community facilities district in the future, or if the owners of one-half or more of the area of land proposed to be annexed in the future and not exempt from the special tax, file written protests against establishment of the community facilities district, and protests are not withdrawn so as to reduce the protests to less than a majority, no further proceedings to form the community facilities district shall be undertaken for a period of one year from the date of decision of the legislative body on the issues discussed at the hearing. If the majority protests of the registered voters or of the landowners are only against the furnishing of a specified type or types of facilities or services within the district, or against levying a specified special tax, those types of facilities or services or the specified special tax shall be eliminated from the resolution of formation.

(5) The legislative body shall not record a notice of special tax lien against any parcel or parcels in the community facilities district until the owner or owners of the parcel or parcels have given their unanimous approval of the parcel's or parcels' annexation to the community facilities district, at which time the notice of special tax lien shall be recorded against the parcel or parcels as set forth in Section 53328.3.

(b) Notwithstanding the provisions of Section 53340, after adoption of the resolution of formation for a community facilities district described in subdivision (a), the legislative body may, by ordinance, provide for the levy of the special taxes on parcels that will annex to the community facilities district at the rate or rates to be approved unanimously by the owner or owners of each parcel or parcels to be annexed to the community facilities district and for apportionment and collection of the special taxes in the manner specified in the resolution of formation. No

further ordinance shall be required even though no parcels may then have annexed to the community facilities district.

(c) The local agency may bring an action to determine the validity of any special taxes levied pursuant to this chapter and authorized pursuant to the procedures set forth in this section pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure. Notwithstanding Section 53359, if an action is brought by an interested person pursuant to Section 863 of the Code of Civil Procedure to determine the validity of any special taxes levied against a parcel pursuant to this chapter and authorized pursuant to the procedures set forth in this section, the action shall be brought pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure, but shall, notwithstanding the time limits specified in Section 860 of the Code of Civil Procedure, be commenced within 15 days after the date on which the notice of special tax lien is recorded against the parcel. Any appeal from a judgment in any action or proceeding described in this subdivision shall be commenced within 30 days after entry of judgment.

(d) A community facilities district formed pursuant to this section may only finance facilities pursuant to subdivision (l) of Section 53313.5.

(e) In connection with formation of a community facilities district and annexation of a parcel or parcels to the community facilities district pursuant to this section, and the conduct of an election on the proposition to authorize bonded indebtedness pursuant to the alternate procedures set forth in Section 53355.5, the local agency may, without additional hearings or procedures, designate a parcel or parcels as an improvement area within the community facilities district. After the designation of a parcel or parcels as an improvement area, all proceedings for approval of the appropriations limit, the rate and method of apportionment and manner of collection of special tax and the authorization to incur bonded indebtedness for the parcel or parcels shall apply only to the improvement area.

(f) In connection with a community facilities district formed under this section, as an alternate and independent procedure for making the changes described in Section 53330.7, the changes may be made with the unanimous approval of the owner or owners of the parcel or parcels that will be affected by the change and with the written consent of the local agency. No additional hearings or procedures are required, and the unanimous approval shall be deemed to constitute a unanimous vote in favor of the proposed changes. If the proceeds of a special tax are being used to retire any debt incurred pursuant to this chapter and the unanimous approval relates to the reduction of the special tax rate, the unanimous approval shall recite that the reduction or termination of the special tax will not interfere with the timely retirement of that debt.

*(Amended by Stats. 2013, Ch. 219, Sec. 5. Effective January 1, 2014.)*

**53328.3.** Upon a determination by the legislative body that the requisite two-thirds of votes cast in an election held pursuant to Section 53326 are in favor of levying the special tax, the clerk of the legislative body shall, within 15 days of a landowner election or within 90 days of a registered voter election, record the notice of special tax lien provided for in Section 3114.5 of the Streets and Highways Code, whereupon the lien of the special tax shall attach as provided in Section 3115.5 of the Streets and Highways Code. The notice of special tax lien shall be recorded in the office of the county recorder in each county that any portion of the district is located.

*(Amended by Stats. 2007, Ch. 670, Sec. 77. Effective January 1, 2008.)*

**53328.5.** Division 4.5 (commencing with Section 3100) of the Streets and Highways Code applies with respect to any proceedings undertaken pursuant to this chapter. This chapter is a "principal act" as that term is defined in Section 3100 of the Streets and Highways Code. In all cases in which special taxes have been approved by the qualified electors pursuant to this chapter prior to January 1, 1989, the legislative body may direct the clerk of the legislative body to impose a lien for the special tax on nonexempt real property within the district by performing the filings required by Division 4.5 (commencing with Section 3100) of the Streets and Highways Code, and the county recorder shall accept those filings and may charge the clerk a fee for recording and indexing those documents pursuant to Section 3116 of the Streets and Highways Code. The failure of the clerk or recorder to perform the filings shall not subject the local agency or any of its officers or employees to civil liability.

*(Amended by Stats. 1991, Ch. 1110, Sec. 12.)*

**53329.** After the canvass of returns of any election conducted pursuant to Section 53326, the legislative body shall take no further action with respect to authorizing the specified special tax within the community facilities district for one year from the date of the election if the question of authorizing that specified special tax fails to receive approval by two-thirds of the votes cast upon the question.

*(Amended by Stats. 2007, Ch. 670, Sec. 78. Effective January 1, 2008.)*



**53329.5.** (a) The owners of three-fourths of the area of lands taxed or liable to be taxed, or their agents (who shall declare under penalty of perjury that they are such owners or agents), shall not be required to present sealed proposals or bids when the legislative body calls for bids preparatory to letting a contract or contracts to do work financed pursuant to this chapter, but may, within 10 days after the publication of the notice of the award of the contract, elect to perform the work and enter into a written contract to do the whole work at prices not exceeding the prices specified in the bid of the bidder to whom the contract was awarded, and all work done under the contract shall be subject to any regulations as may be prescribed by the legislative body.

(b) If the owners elect not to perform the work and not to enter into a written contract for that work within 10 days of publication of the notice of the award of the contract, or to commence the work within 15 days after the date of the written contract entered into between the owners and the legislative body, and to continue that work with diligence to completion, as determined by the legislative body, a contract shall be entered into by the legislative body with the original bidder to whom the contract was awarded at the prices specified in his or her bid.

(c) If, in the opinion of the legislative body, the public interest will not be served by allowing the property owners to enter into a contract in accordance with subdivision (a), the legislative body may so provide in the resolution of intention adopted pursuant to Section 53321.

*(Added by Stats. 1986, Ch. 1102, Sec. 21. Effective September 24, 1986.)*

**53329.6.** In order to reduce the procedural burdens on local agencies, this chapter establishes certain procedures by which one or more property owners may vote in favor of special taxes, bonded indebtedness, an appropriations limit, and annexation to a district by unanimous approval. The Legislature hereby finds and declares that any unanimous approval constitutes the vote of the qualified elector in favor of the matters addressed in the unanimous approval for purposes of the California Constitution, including, but not limited to, Articles XIII A and XIII C.

*(Added by Stats. 2011, Ch. 493, Sec. 4. Effective January 1, 2012.)*

**ARTICLE 3. Extension of Authorized Facilities and Services and Changes in Special Taxes [53330 - 53338.5]** ( *Heading of Article 3 amended by Stats. 1984, Ch. 269, Sec. 22.* )

**53330.** Upon the establishment of a community facilities district, only the public facilities and services as described in the resolution of formation may be financed by the district under the authority of this chapter, except as provided in this article.

*(Amended by Stats. 1992, Ch. 772, Sec. 5. Effective January 1, 1993.)*

**53330.3.** Under no circumstances shall any buyer or prospective buyer of any completed structure for which a certificate of occupancy for private residential use has been issued which is located within any district formed pursuant to this chapter be asked, required, or otherwise induced to waive any right to petition or to take any other action authorized pursuant to this article. No contract, agreement, or covenant shall be binding with respect to such a waiver.

*(Amended by Stats. 2007, Ch. 670, Sec. 79. Effective January 1, 2008.)*

**53330.5.** Upon approval of a special tax pursuant to Article 2 (commencing with Section 53318), the special tax may be levied only at the rate and may be apportioned only in the manner specified in the resolution of formation, except as provided in this article, and except that the legislative body may levy the special tax at a rate lower than that specified in the resolution. In addition, the special tax may be levied only so long as it is needed to pay the principal and interest on debt incurred in order to construct facilities under authority of this chapter, or so long as it is needed to pay the costs and incidental expenses of services or of the construction of facilities authorized by this chapter.

When the legislative body determines that the special tax shall cease to be levied, the legislative body shall direct the clerk to record a Notice of Cessation of Special Tax that shall state that the obligation to pay the special tax has ceased and that the lien imposed by the Notice of Special Tax Lien recorded as recorder's serial or document number \_\_\_\_\_ in the records of the County Recorder of \_\_\_\_\_ County, State of California, is extinguished. The Notice of Cessation of Special Tax shall additionally identify the book and page of the Book of Maps of Assessment and Community Facilities Districts wherein the map of the boundaries of the district is recorded.

*(Amended by Stats. 2007, Ch. 670, Sec. 80. Effective January 1, 2008.)*

**53330.7.** Except as otherwise provided in this article, the legislative body may, at any time, after conducting a public hearing, eliminate one or more of the types of facilities and services specified in the resolution of formation of the district but may not finance any types of facilities and services that were not specified in the resolution of formation.

*(Amended by Stats. 2007, Ch. 670, Sec. 81. Effective January 1, 2008.)*

**53331.** (a) If the legislative body determines that the public convenience and necessity require any change in the types of authorized public facilities or services which should be financed by an established community facilities district, that the rate or method of apportionment of a special tax should be changed, or that a new special tax should be proposed, the legislative body may adopt a resolution of consideration to alter the types of public facilities or services to be financed by the district, to levy a new special tax or special taxes, or, except as provided in subdivision (b), to alter the rate or method of apportionment of the special tax. Those proceedings may be commenced at any time. Section 53325.6 applies to any types of facilities or services proposed to be financed by the district.

(b) The legislative body shall not adopt a resolution of consideration to reduce the rate of any special tax or terminate the levy of any special tax if the proceeds of that tax are being utilized to retire any debt incurred pursuant to this chapter unless the legislative body determines that the reduction or termination of that tax would not interfere with the timely retirement of that debt.

(c) The resolution of consideration adopted pursuant to subdivision (a) shall contain all of the information required by subdivisions (a) to (e), inclusive, of Section 53334.

*(Amended by Stats. 1986, Ch. 1102, Sec. 24. Effective September 24, 1986.)*

**53331.5.** In addition to the other changes that may be made pursuant to this article, the legislative body may use the procedures of this article to gain authorization to accept bonds tendered in payment of special taxes or at a foreclosure sale pursuant to Sections 53344.1 and 53356.8.

*(Added by Stats. 1997, Ch. 946, Sec. 1. Effective January 1, 1998.)*

**53332.** (a) If a petition signed by 25 percent or more of the registered voters residing in the district, or by the owners of 25 percent or more of the land within the district not exempt from the special tax, is filed with the legislative body requesting that proceedings be commenced to change the types of public facilities or services financed by the district or that the rate or method of apportionment of an existing special tax be changed, or that territory to be removed from the district, or that a new special tax be levied, the legislative body shall within 40 days of the payment of the fee determined under subdivision (b) adopt a resolution of consideration in the form specified in Section 53334 to make those changes within the community facilities district except that an existing special tax being used to pay off any debt incurred under this chapter shall not be reduced or terminated if doing so would interfere with the timely retirement of that debt.

(b) Upon receipt of any petition filed by landowners under this section, the legislative body shall, within 45 days, determine the amount of a fee sufficient to compensate the local agency for all costs incurred in conducting proceedings to change the district pursuant to this article. Upon receipt of any petition filed by registered voters under this section, the legislative body may determine the amount of a fee, within 45 days, sufficient to compensate the local agency for all costs incurred in conducting proceedings to change the district pursuant to this article.

*(Amended by Stats. 2007, Ch. 670, Sec. 82. Effective January 1, 2008.)*

**53333.** The petition shall request the legislative body to commence proceedings to make specified changes to a named community facilities district. The petition may consist of any number of separate instruments each of which shall comply with all the requirements of a petition except as to the number of signatures.

*(Amended by Stats. 1986, Ch. 1102, Sec. 26. Effective September 24, 1986.)*

**53334.** The resolution of consideration to alter the types of public facilities and services financed by an established community facilities district, or to levy a new special tax or special taxes, or to alter the rate or method of apportionment of an existing special tax, shall do all of the following:

(a) State the name of the area.

(b) Generally describe the territory included in the area.

(c) Specify the changes in public facilities and services which it is proposed that the district finance.

(d) Specify any new special taxes which would be levied to pay for new or existing facilities and services and any proposed alteration to the rate or method of apportionment of an existing special tax.

(e) Fix a time and place for a hearing upon the resolution which shall not be less than 30 or more than 60 days after the adoption of the resolution of consideration.

*(Amended by Stats. 1986, Ch. 1102, Sec. 27. Effective September 24, 1986.)*

**53335.** The clerk of the legislative body shall give notice of the hearing in the same manner and within the same time as provided for the giving of notice of a hearing on a resolution of intention to establish a community facilities district.

The notice shall do all of the following:

(a) Contain the text or a summary of the resolution.

(b) State the time and place for hearing.

(c) State that at the hearing the testimony of all interested persons or taxpayers for or against the proposed changes in public facilities and services and the levying of additional special taxes or of changing existing special taxes will be heard. The notice shall also describe, in summary, the effect of protests made by registered voters or landowners against the proposed changes in facilities or services and the levying of additional taxes or changes in existing taxes.

(d) Describe the proposed voting procedure.

*(Amended by Stats. 1992, Ch. 772, Sec. 6.5. Effective January 1, 1993.)*

**53336.** At the hearing, protests against the proposals described in the resolution may be made orally, or in writing by any interested persons. Any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities or defects to which objection is made. All written protests not personally presented by the author thereof at the hearing shall be filed with the clerk of the legislative body at or before the time fixed for the hearing. The legislative body may waive any irregularities in the form or content of any written protest and at the hearing may correct minor defects in the proceedings. Written protests may be withdrawn in writing at any time before the conclusion of the hearing.

*(Amended by Stats. 2007, Ch. 670, Sec. 83. Effective January 1, 2008.)*

**53337.** If 50 percent or more of the registered voters, or six registered voters, whichever is more, residing within the district, or the owners of one-half or more of the area of the land in the territory included in the district and not exempt from the special tax file written protests against changing the public facilities or services financed by the district, those changes in the facilities or services shall be eliminated from the resolution ordering changes in the types of public facilities or services to be financed and the changes shall not be included in a resolution for a period of one year from the date of the decision of the legislative body on the hearing.

If 50 percent or more of the registered voters, or six registered voters, whichever is more, residing within the district, or the owners of one-half or more of the area of the land in the territory included in the district and not exempt from the special tax file written protests against the levying of any additional special taxes within the district, or against a proposed alteration to an existing special tax within the district, those changes shall be eliminated from the resolution and the changes shall not be included in a resolution for a period of one year from the date of the decision of the legislative body on the hearing.

*(Amended by Stats. 1988, Ch. 1365, Sec. 12.)*

**53338.** (a) The hearing may be continued from time to time, but shall be completed within 30 days, except that if the legislative body finds that the complexity of the proposed changes or the need for public participation requires additional time, the hearing may be continued from time to time for a period not to exceed six months. At the conclusion of the hearing the legislative body may abandon the proceedings or may, after passing upon all protests, submit the question of levying a new special tax or of changing the rate or method of apportionment of an existing special tax or of changing the types of facilities and services to be financed by the district, or any combination, to the qualified electors of the district as specified in Article 2 (commencing with Section 53318).

(b) After the canvass of any election conducted pursuant to this section, the legislative body shall adopt a resolution of change determining that the proposed levy of a new special tax or of changes in the types of facilities and services to be financed by the district, or any combination, are lawfully authorized, if two-thirds of the votes cast on the proposition are in favor of the proposed levy or changes.

(c) Upon adoption of a resolution of change, the clerk of the legislative body shall record notice of the changes pursuant to Section 3117.5 of the Streets and Highways Code.

*(Amended by Stats. 1993, Ch. 1193, Sec. 6. Effective January 1, 1994.)*

**53338.5.** The legislative body may, by ordinance, dissolve any existing Mello-Roos Community Facilities District which it has created upon making all of the following determinations:

(a) That the district is not obligated to pay any outstanding debt.

(b) That the district has no authorization to levy any special tax. Upon dissolving a district, the legislative body shall cause an addendum to be recorded to the Notice of Special Tax Lien recorded pursuant to Section 3114.5 of the Streets and Highways Code which shall state that the Community Facilities District and all associated liens, if any, have been dissolved. The local agency shall be liable for any outstanding debt discovered to exist after the dissolution of a district.

*(Added by Stats. 1988, Ch. 1365, Sec. 12.5.)*

**ARTICLE 3.5. Annexation of Territory [53339 - 53339.9]** ( Article 3.5 added by Stats. 1984, Ch. 269, Sec. 25. )

**53339.** Territory may be annexed to an existing community facilities district as provided in this article. The annexed territory need not be contiguous to territory included in the existing community facilities district. The territory proposed to be annexed to the community facilities district may be territory located outside the territorial limits of the agency that formed the community facilities district provided that the territory to be annexed to the community facilities district will be annexed to the respective agency prior to, or concurrently with, the annexation of the subject territory to the community facilities district and, if the annexation of the subject territory to the respective agency is not completed, the subject territory shall not be annexed to the community facilities district. The legislative body of the agency that created the community facilities district shall not adopt a resolution of intention pursuant to Section 53339.2 if the territory proposed to be annexed includes territory that is outside the territorial limits of that agency unless an initial action, petition, or filing for the annexation of that territory to the respective agency has been adopted or filed, as appropriate.

*(Amended by Stats. 2007, Ch. 670, Sec. 84. Effective January 1, 2008.)*

**53339.2.** If the legislative body of the local agency that created a community facilities district determines that public convenience and necessity require that territory be added to the existing community facilities district, or if the voters residing within certain territory or landowners request the legislative body to include territory within the district, the legislative body may adopt a resolution of intention to annex the territory or to provide for future annexation of the territory.

*(Amended by Stats. 2007, Ch. 670, Sec. 85. Effective January 1, 2008.)*

**53339.3.** The resolution of intention to annex the territory or to provide for future annexation of territory shall do all of the following:

(a) State the name of the existing community facilities district.

(b) Generally describe the territory included in the existing district and the territory proposed to be annexed. As an alternative, the resolution may identify territory proposed for annexation in the future, with the condition that parcels within that territory may be annexed only with the unanimous approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed.

(c) Specify the types of public facilities and services provided pursuant to this chapter in the existing district and the types of public facilities and services to be provided in the territory proposed to be annexed or to be annexed in the future; and include a plan for sharing facilities and providing services that will be provided in common within the existing district and the territory proposed to be annexed or to be annexed in the future.

(d) Specify any special taxes that would be levied within the territory proposed to be annexed or to be annexed in the future to pay for public facilities and services provided pursuant to this chapter within that territory. A special tax proposed to pay for services to be supplied within the territory proposed to be annexed or to be annexed in the future shall be equal to any special tax levied to pay for the same services in the existing district, except that a higher or lower tax may be levied within the territory proposed to be annexed or to be annexed in the future to the extent that the actual cost of providing the services in that territory is higher or lower than the cost of providing those services in the existing district. A special tax proposed to pay for public facilities financed with

bonds that have already been issued and that are secured by the existing community facilities district shall be the same as the tax levied in the existing district for that purpose, except that a higher special tax may be levied for that purpose within the territory proposed to be annexed or to be annexed in the future to compensate for the interest and principal previously paid by the existing community facilities district, less any depreciation allocable to the public facility. This section shall not be construed to limit the levy of a special tax within the territory to be annexed or to be annexed in the future to provide new or additional services beyond those supplied within the existing territory of the district, or to pay for new or additional public facilities, with or without bond financing.

(e) Specify any alteration in the special tax rate to be levied within the existing community facilities district as a result of the proposed annexation. The maximum tax rate in the existing community facilities district may not be increased as a result of proceedings pursuant to this article.

(f) Fix a time and place for a hearing upon the resolution that shall not be less than 30 nor more than 60 days after the adoption by the legislative body of the resolution of intention to annex territory or to provide for future annexation of territory pursuant to Section 53339.2.

*(Amended by Stats. 2007, Ch. 670, Sec. 86. Effective January 1, 2008.)*

**53339.4.** The clerk of the legislative body shall give notice of the hearing in the same manner and within the same time as provided for the giving of notice of a hearing on a resolution of intention to establish a community facilities district, as required by Section 53322. Notice pursuant to Section 53322.4 may be mailed to the registered voters and landowners within the territory proposed to be annexed or proposed to be annexed in the future.

The notice shall do all of the following:

(a) Contain the text or a summary of the resolution.

(b) State the time and place for the hearing.

(c) State that at the hearing the testimony of all interested persons for or against the annexation of territory or the future annexation of territory to the community facilities district or the levying of special taxes within the territory proposed to be annexed or proposed to be annexed in the future will be heard.

*(Amended by Stats. 1991, Ch. 1110, Sec. 16.)*

**53339.5.** At the hearing, protests against the proposals described in the resolution of intention may be made orally or in writing by any interested person. Any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities or defects to which objection is made. All written protests shall be filed with the clerk of the legislative body prior to the time fixed not personally presented by the author thereof at the hearing for the hearing. The legislative body may waive any irregularities in the form or content of any written protest and at the hearing may correct minor defects in the proceedings. Written protests may be withdrawn in writing at any time before the conclusion of the hearing.

*(Amended by Stats. 2007, Ch. 670, Sec. 87. Effective January 1, 2008.)*

**53339.6.** If 50 percent or more of the registered voters, or six registered voters, whichever is more, residing within the existing community facilities district, or if 50 percent or more of the registered voters or six registered voters, whichever is more, residing within the territory proposed for annexation or proposed to be annexed in the future, or if the owners of one-half or more of the area of land in the territory included in the existing district and not exempt from special tax, or if the owners of one-half or more of the area of land in the territory proposed to be annexed or proposed to be annexed in the future and not exempt from the special tax, file written protests against the proposed annexation of territory to the existing community facilities district or the proposed addition of territory to the existing community facilities district in the future, and protests are not withdrawn so as to reduce the protests to less than a majority, no further proceedings to annex the same territory, or to authorize the same territory to be annexed in the future, shall be undertaken for a period of one year from the date of decision of the legislative body on the issues discussed at the hearing.

*(Amended by Stats. 2007, Ch. 670, Sec. 88. Effective January 1, 2008.)*

**53339.7.** (a) The hearing may be continued from time to time, but shall be completed within 30 days. At the conclusion of the hearing, the legislative body may abandon the proceedings, may, after passing upon all protests, submit the question of levying a special tax within the area proposed to be annexed to the existing community facilities district to the qualified electors of the area proposed to be annexed as specified in Article 2 (commencing with Section 53318), or may provide for the annexation of territory proposed for annexation in the future upon the unanimous approval of the owner or owners of each parcel or parcels at the time that the parcel or parcels are annexed, without additional hearings.

(b) Notwithstanding any other provision of law, when the question of levying a special tax within the areas proposed to be annexed into an existing community facilities district appears on the same ballot as the question of annexation of the same territory to a local agency the effectiveness of each ballot measure may be made contingent on the passage of the other ballot measure.

*(Amended by Stats. 2007, Ch. 670, Sec. 89. Effective January 1, 2008.)*

**53339.8.** (a) After the canvass of returns of any election conducted in accordance with Section 53339.7, the legislative body shall determine that the area proposed to be annexed is added to and part of the existing community facilities district with full legal effect, and the legislative body may levy any special tax within the annexed territory, as specified in the resolution of intention to annex adopted pursuant to Section 53339.2, and as specified in the ordinance adopted pursuant to Section 53340, if two-thirds of the votes cast on the proposition are in favor of levying the special tax.

(b) Upon a determination by the legislative body that the area proposed to be annexed is added to the existing community facilities district, the clerk of the legislative body shall record notice of the annexation pursuant to Section 3117.5 of the Streets and Highways Code.

*(Amended by Stats. 2007, Ch. 670, Sec. 90. Effective January 1, 2008.)*

**53339.9.** After the canvass of returns of any election conducted in accordance with Section 53339.7, the legislative body shall take no further action on annexing the territory proposed to be annexed to the community facilities district for a period of one year from the date of the election if less than two-thirds of the votes cast on the proposition are in favor of levying the special tax.

*(Amended by Stats. 1987, Ch. 1440, Sec. 8.)*

**ARTICLE 4. Procedures for Levying [53340 - 53344.4] ( Article 4 added by Stats. 1982, Ch. 1451, Sec. 1. )**

**53340.** (a) After a community facilities district has been created and authorized to levy specified special taxes pursuant to Article 2 (commencing with Section 53318), Article 3 (commencing with Section 53330), or Article 3.5 (commencing with Section 53339), the legislative body may, by ordinance, levy the special taxes at the rate and apportion them in the manner specified in the resolution adopted pursuant to Article 2 (commencing with Section 53318), Article 3 (commencing with Section 53330), or Article 3.5 (commencing with Section 53339). After creation of a community facilities district that includes territory proposed for annexation in the future by unanimous approval as described in subdivision (b) of Section 53339.3, the legislative body may, by ordinance, provide for the levy of special taxes on parcels that will be annexed to the community facilities district at the rate or rates to be approved unanimously by the owner or owners of each parcel or parcels to be annexed to the community facilities district and for apportionment and collection of the special taxes in the manner specified in the resolution of formation.

(b) The legislative body may provide, by resolution, for the levy of the special tax in the current tax year or future tax years at the same rate or at a lower rate than the rate provided by the ordinance, if the resolution is adopted and a certified list of all parcels subject to the special tax levy including the amount of the tax to be levied on each parcel for the applicable tax year, is filed by the clerk or other official designated by the legislative body with the county auditor on or before the 10th day of August of that tax year. The clerk or other official designated by the legislative body may file the certified list after the 10th of August but not later than the 21st of August if the clerk or other official obtains prior written consent of the county auditor.

(c) Properties or entities of the state, federal, or local governments shall, except for properties that a local agency is a landowner of within the meaning of subdivision (f) of Section 53317, or except as otherwise provided in Section 53317.3, be exempt from the special tax. No other properties or entities are exempt from the special tax unless the properties or entities are expressly exempted in the resolution of formation to establish a district adopted pursuant to Section 53325.1 or in a resolution of consideration to levy a new special tax or special taxes or to alter the rate or method of apportionment of an existing special tax as provided in Section 53334.

(d) The proceeds of any special tax may only be used to pay, in whole or part, the cost of providing public facilities, services, and incidental expenses pursuant to this chapter.

(e) The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes, unless another procedure has been authorized in the resolution of formation establishing the district and adopted by the legislative body.

(f) (1) Notwithstanding subdivision (e), the legislative body of the district may waive all or any specified portion of the delinquency penalties and redemption penalties if it makes all of the following determinations:

(A) The waivers shall apply only to parcels delinquent at the time of the determination.

(B) The waivers shall be available only with respect to parcels for which all past due and currently due special taxes and all other costs due are paid in full within a limited period of time specified in the determination.

(C) The waivers shall be available only with respect to parcels sold or otherwise transferred to new owners unrelated to the owner responsible for the delinquency.

(D) The waivers are in the best interest of the debtholders.

(2) The charges with penalties to be waived shall be removed from the tax roll pursuant to Section 53356.2 and local administrative procedures, and any distributions made to the district prior to collection pursuant to Chapter 3 (commencing with Section 4701) of Part 8 of Division 1 of the Revenue and Taxation Code shall be repaid by the district prior to granting the waiver.

(g) The tax collector may collect the special tax at intervals as specified in the resolution of formation, including intervals different from the intervals determining when the ordinary ad valorem property taxes are collected. The tax collector may deduct the reasonable administrative costs incurred in collecting the special tax.

(h) All special taxes levied by a community facilities district shall be secured by the lien imposed pursuant to Section 3115.5 of the Streets and Highways Code. This lien shall be a continuing lien and shall secure each levy of special taxes. The lien of the special tax shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied, and canceled in accordance with Section 53344 or until the special tax ceases to be levied by the legislative body in the manner provided in Section 53330.5. If any portion of a parcel is encumbered by a lien pursuant to this chapter, the entirety of the parcel shall be encumbered by that lien.

*(Amended by Stats. 2013, Ch. 219, Sec. 6. Effective January 1, 2014.)*

**53340.1.** (a) If a public agency owning property, including property held in trust for any beneficiary, which is exempt from a special tax pursuant to Section 53340 grants a leasehold or other possessory interest in the property to a nonexempt person or entity, the special tax shall, notwithstanding Section 53340, be levied on the leasehold or possessory interest and shall be payable by the owner of the leasehold or possessory interest.

(b) When entering into a lease or other written contract creating a possessory interest that may be subject to taxation, pursuant to subdivision (a), the public agency shall include, or cause to be included, in the contract a statement that the property interest may be subject to special taxation pursuant to this chapter, and that the party in whom the possessory interest is vested may be subject to the payment of special taxes levied on the interest. Failure to comply with the requirements of this section shall not, however, invalidate the contract.

The requirement of this subdivision shall not apply to leases entered into prior to January 1, 1988.

(c) If the special tax on any possessory interest levied pursuant to subdivision (a) is unpaid when due, the tax collector may use those collection procedures which are available for the collection of assessments on the unsecured roll.

*(Added by Stats. 1987, Ch. 1440, Sec. 9.)*

**53340.2.** (a) The legislative body levying the special tax shall designate an office, department, or bureau of the local agency that shall be responsible for annually preparing the current roll of special tax levy obligations by assessor's parcel number on nonexempt property within the district and that will be responsible for estimating future special tax levies. The designated office, department, or bureau shall be the same office, department, or bureau that prepares the "NOTICE OF ASSESSMENT" required by Section 53754. If notice is required under both this section and Section 53754, the notices shall, to the extent feasible, be combined into a single notice document. The designated office, department, or bureau shall establish procedures to promptly respond to inquiries concerning current and future estimated tax liability. Neither the designated office, department, or bureau, nor the legislative body, shall be liable if any estimate of future tax liability is inaccurate, nor for any failure of any seller to request a Notice of Special Tax or to provide the notice to a buyer.

(b) For purposes of enabling sellers of real property subject to the levy of special taxes to satisfy the notice requirements of Section 1102.6b of the Civil Code, the designated office, department, or bureau shall furnish a Notice of Special Tax to any individual requesting the notice or any owner of property subject to a special tax levied by the local agency within five working days of receiving a request for the notice. The local agency may charge a fee for this service not to exceed fifteen dollars (\$15).

(c) The notice shall contain the heading "NOTICE OF SPECIAL TAX" in type no smaller than 8-point type, and shall be in substantially the following form. The form may be modified as needed to clearly and accurately describe the

tax structure and other characteristics of districts created before January 1, 1993, or to clearly and accurately consolidate information about the tax structure and other characteristics of two or more districts that levy or are authorized to levy special taxes with respect to the lot, parcel, or unit, or to clearly and accurately describe a tax rate that will change with a change in use of the parcel, or to clearly and accurately describe a tax that will be levied only once. The notice shall be completed by the designated office, department, or bureau except for the signatures and date of signing:

NOTICE OF SPECIAL TAX

COMMUNITY FACILITIES DISTRICT NO. \_\_\_\_\_  
COUNTY OF \_\_\_\_\_, CALIFORNIA

TO: THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY KNOWN AS:

THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR PURCHASING THIS PROPERTY.

(1) This property is subject to a special tax, that is in addition to the regular property taxes and any other charges and benefit assessments on the parcel. This special tax is not necessarily imposed on all parcels within the city or county where the property is located. If you fail to pay this tax when due each year, the property may be foreclosed upon and sold. The tax is used to provide public facilities and/or services that are likely to particularly benefit the property. YOU SHOULD TAKE THIS TAX AND THE BENEFITS FROM THE PUBLIC FACILITIES AND SERVICES FOR WHICH IT PAYS INTO ACCOUNT IN DECIDING WHETHER TO BUY THIS PROPERTY.

(2) The maximum special tax that may be levied against this parcel to pay for public facilities is \_\_\_\_ dollars (\$ \_\_\_\_ ) during the \_\_\_\_-\_\_ tax year. This amount will increase by \_\_\_\_ percent per year after that (if applicable). The special tax will be levied each year until all of the authorized facilities are built and all special tax bonds are repaid, but in any case not after the \_\_\_\_-\_\_ tax year.

An additional special tax will be used to pay for ongoing services, if applicable. The maximum amount of this tax is \_\_\_\_ dollars (\$ \_\_\_\_ ) during the \_\_\_\_-\_\_ tax year. This amount may increase by \_\_\_\_ , if applicable, and may be levied until the \_\_\_\_-\_\_ tax year (or forever, as applicable).

(3) The authorized facilities that are being paid for by the special taxes, and by the money received from the sale of bonds that are being repaid by the special taxes, are:

These facilities may not yet have all been constructed or acquired and it is possible that some may never be constructed or acquired.

In addition, the special taxes may be used to pay for costs of the following services:

YOU MAY OBTAIN A COPY OF THE RESOLUTION OF FORMATION THAT AUTHORIZED CREATION OF THE COMMUNITY FACILITIES DISTRICT, AND THAT SPECIFIES MORE PRECISELY HOW THE SPECIAL TAX IS APPORTIONED AND HOW THE PROCEEDS OF THE TAX WILL BE USED, FROM THE \_\_\_\_\_ (name of jurisdiction) BY CALLING \_\_\_\_\_ (telephone number). THERE MAY BE A CHARGE FOR THIS DOCUMENT NOT TO EXCEED THE ESTIMATED REASONABLE COST OF PROVIDING THE DOCUMENT.

I (WE) ACKNOWLEDGE THAT I (WE) HAVE RECEIVED A COPY OF THIS NOTICE. I (WE) UNDERSTAND THAT I (WE) MAY TERMINATE THE CONTRACT TO PURCHASE OR DEPOSIT RECEIPT AFTER RECEIVING THIS NOTICE FROM THE OWNER OR AGENT SELLING THE PROPERTY. THE CONTRACT MAY BE TERMINATED WITHIN THREE DAYS IF THE NOTICE WAS RECEIVED IN PERSON OR WITHIN FIVE DAYS AFTER IT WAS DEPOSITED IN THE MAIL BY GIVING WRITTEN NOTICE OF THAT TERMINATION TO THE OWNER OR AGENT SELLING THE PROPERTY.

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

*(Amended by Stats. 2007, Ch. 670, Sec. 92. Effective January 1, 2008.)*

**53340.3.** At the request of the legislative body, the tax collector may set forth on the tax bill descriptive information provided by the legislative body to identify each public entity receiving portions of the revenue from the special tax levied pursuant to this chapter.



(Added by Stats. 1987, Ch. 1440, Sec. 10.)

**53340.5.** If the legislative body of the local agency levying the special taxes is not the legislative body of a county and those special taxes are collected by county officials, the county auditor shall, at the close of each tax collecting period, promptly provide the auditor of the local agency levying the taxes a detailed report showing the amounts of special taxes, interest, and penalties collected for the district and from which property those revenues were collected, identifying any properties which are delinquent and the amount and length of time in arrears, and a statement of the percentage of the taxes retained by the auditor for the expenses incurred in making the collections and the report.

(Added by Stats. 1986, Ch. 1102, Sec. 34. Effective September 24, 1986.)

**53340.7.** If the legislative body supplies to the tax collector each year a listing of the specific amount due from each parcel within the district, and the tax collector bills for and collects the tax without reference to tax rate areas, then Sections 54900 to 54916.5, inclusive, are not applicable to the formation of, change in the boundaries of, annexation to, or existence of, community facilities districts created pursuant to this chapter and there is no requirement that the statement and map described in these sections be filed with the State Board of Equalization or the county assessor. This section shall not prevent the voluntary filing of such a statement or map. This section does not constitute a change in, but is declaratory of, the existing law.

(Added by Stats. 1987, Ch. 1440, Sec. 11.)

**53341.** Any action or proceeding to attack, review, set aside, void, or annul the levy of a special tax or an increase in a special tax pursuant to this chapter shall be commenced within 30 days after the special tax is approved by the voters. Any appeal from a final judgment in that action or proceeding shall be perfected within 30 days after the entry of judgment.

(Added by Stats. 1984, Ch. 269, Sec. 26.5. Effective July 3, 1984.)

**53341.5.** (a) If a lot, parcel, or unit of a subdivision is subject to a special tax levied pursuant to this chapter, the subdivider, his or her agent, or representative, shall not sell, or lease for a term exceeding five years, or permit a prospective purchaser or lessor to sign a contract of purchase or a deposit receipt or any substantially equivalent document in the event of a lease with respect to the lot, parcel, or unit, or cause it to be sold or leased for a term exceeding five years, until the prospective purchaser or lessee of the lot, parcel, or unit has been furnished with and has signed a written notice as provided in this section. The notice shall contain the heading "NOTICE OF SPECIAL TAX" in type no smaller than 8-point type, and shall be in substantially the following form. The form may be modified as needed to clearly and accurately describe the tax structure and other characteristics of districts created before January 1, 1993, or to clearly and accurately consolidate information about the tax structure and other characteristics of two or more districts that levy or are authorized to levy special taxes with respect to the lot, parcel, or unit:

NOTICE OF SPECIAL TAX  
COMMUNITY FACILITIES DISTRICT NO. \_\_\_\_  
COUNTY OF \_\_\_\_, CALIFORNIA

TO: THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY KNOWN AS:



THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR ENTERING INTO A CONTRACT TO PURCHASE THIS PROPERTY. THE SELLER IS REQUIRED TO GIVE YOU THIS NOTICE AND TO OBTAIN A COPY SIGNED BY YOU TO INDICATE THAT YOU HAVE RECEIVED AND READ A COPY OF THIS NOTICE.

(1) This property is subject to a special tax, that is in addition to the regular property taxes and any other charges, fees, special taxes, and benefit assessments on the parcel. It is imposed on this property because it is a new development, and is not necessarily imposed generally upon property outside of this new development. If you fail to pay this tax when due each year, the property may be foreclosed upon and sold. The tax is used to provide public facilities or services that are likely to particularly benefit the property. YOU SHOULD TAKE THIS TAX AND THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH IT PAYS INTO ACCOUNT IN DECIDING WHETHER TO BUY THIS PROPERTY.

(2) The maximum special tax that may be levied against this parcel to pay for public facilities is \$\_\_\_\_\_ during the \_\_\_\_-\_\_\_\_ tax year. This amount will increase by \_\_\_\_ percent per year after that (if applicable). The special tax

will be levied each year until all of the authorized facilities are built and all special tax bonds are repaid, but in any case not after the \_\_\_\_-\_\_ tax year. An additional special tax will be used to pay for ongoing service costs, if applicable. The maximum amount of this tax is \_\_\_\_ dollars (\$\_\_\_\_) during the \_\_\_\_-\_\_ tax year. This amount may increase by \_\_\_\_, if applicable, and that part may be levied until the \_\_\_\_-\_\_ tax year (or forever, as applicable).

(3) The authorized facilities that are being paid for by the special taxes, and by the money received from the sale of bonds that are being repaid by the special taxes, are:

These facilities may not yet have all been constructed or acquired and it is possible that some may never be constructed or acquired.

In addition, the special taxes may be used to pay for costs of the following services:

YOU MAY OBTAIN A COPY OF THE RESOLUTION OF FORMATION THAT AUTHORIZED CREATION OF THE COMMUNITY FACILITIES DISTRICT, AND THAT SPECIFIES MORE PRECISELY HOW THE SPECIAL TAX IS APPORTIONED AND HOW THE PROCEEDS OF THE TAX WILL BE USED, FROM THE \_\_\_\_ (name of jurisdiction) BY CALLING \_\_\_\_ (telephone number). THERE MAY BE A CHARGE FOR THIS DOCUMENT NOT TO EXCEED THE REASONABLE COST OF PROVIDING THE DOCUMENT.

I (WE) ACKNOWLEDGE THAT I (WE) HAVE READ THIS NOTICE AND RECEIVED A COPY OF THIS NOTICE PRIOR TO ENTERING INTO A CONTRACT TO PURCHASE OR SIGNING A DEPOSIT RECEIPT WITH RESPECT TO THE ABOVE-REFERENCED PROPERTY. I (WE) UNDERSTAND THAT I (WE) MAY TERMINATE THE CONTRACT TO PURCHASE OR DEPOSIT RECEIPT WITHIN THREE DAYS AFTER RECEIVING THIS NOTICE IN PERSON OR WITHIN FIVE DAYS AFTER IT WAS DEPOSITED IN THE MAIL BY GIVING WRITTEN NOTICE OF THAT TERMINATION TO THE OWNER, SUBDIVIDER, OR AGENT SELLING THE PROPERTY.

DATE:

(b) "Subdivision," as used in subdivision (a), means improved or unimproved land that is divided or proposed to be divided for the purpose of sale, lease, or financing, whether immediate or future, into two or more lots, parcels, or units and includes a condominium project, as defined by Section 4125 or 6542 of the Civil Code, a community apartment project, a stock cooperative, and a limited-equity housing cooperative, as defined in Sections 11004, 11003.2, and 11003.4, respectively, of the Business and Professions Code.

(c) The buyer shall have three days after delivery in person or five days after delivery by deposit in the mail of any notice required by this section, to terminate his or her agreement by delivery of written notice of that termination to the owner, subdivider, or agent.

(d) The failure to furnish the notice to the buyer or lessee, and failure of the buyer or lessee to sign the notice of a special tax, shall not invalidate any grant, conveyance, lease, or encumbrance.

(e) Any person or entity who willfully violates the provisions of this section shall be liable to the purchaser of a lot or unit that is subject to the provisions of this section, for actual damages, and in addition thereto, shall be guilty of a public offense punishable by a fine in an amount not to exceed five hundred dollars (\$500). In an action to enforce a liability or fine, the prevailing party shall be awarded reasonable attorney's fees.

*(Amended (as amended by Stats. 2012, Ch. 181, Sec. 51) by Stats. 2013, Ch. 605, Sec. 27. Effective January 1, 2014.)*

**53343.** Any special taxes collected pursuant to this chapter may only be used for facilities and services authorized by this chapter.

*(Amended by Stats. 2007, Ch. 670, Sec. 95. Effective January 1, 2008.)*

**53343.1.** A community facilities district formed after January 1, 1992, shall prepare, if requested by a person who resides in or owns property in the district, within 120 days after the last day of each fiscal year, a separate document titled an "Annual Report." The district may charge a fee for the report not exceeding the actual costs of preparing the report. The report shall include the following information for the fiscal year:

(a) The amount of special taxes collected for the year.

(b) The amount of other moneys collected for the year and their source, including interest earned.

- (c) The amount of moneys expended for the year.
- (d) A summary of the amount of moneys expended for the following:
  - (1) Facilities, including property.
  - (2) Services.
  - (3) The costs of bonded indebtedness.
  - (4) The costs of collecting the special tax under Section 53340.
  - (5) Other administrative and overhead costs.
- (e) For moneys expended for facilities, including property, an identification of the categories of each type of facility funded with amounts expended in each category, including the total percentage of the cost of each type of facility that was funded with bond proceeds or special taxes.
- (f) For moneys expended for services, an identification of the categories of each type of service funded with amounts expended in each category, including the total percentage of the cost of each type of service that was funded with bond proceeds or special taxes.
- (g) For moneys expended for other administrative costs, an identification of each of these costs.
- (h) The annual report shall contain references to the relevant sections of the resolution of formation of the district so that interested persons may confirm that bond proceeds and special taxes are being used for authorized purposes. The annual report shall be made available to the public upon request.

*(Amended by Stats. 2008, Ch. 179, Sec. 105. Effective January 1, 2009.)*

**53344.** In the event that the legislative body has specified conditions pursuant to Section 53321 under which the obligation to pay the special tax identified therein may be prepaid and permanently satisfied, and if the special tax is so prepaid and permanently satisfied as to a particular parcel of land, the legislative body shall prepare and record in the office of the county recorder of the county in which the parcel of land is located, and the county recorder shall accept for recordation, a Notice of Cancellation of Special Tax Lien as to that parcel. The Notice of Cancellation of Special Tax Lien shall identify with particularity the special tax that has been prepaid and permanently satisfied, shall state the book and page number, or the document or instrument number, in the records of the county recorder where the Notice of Special Tax Lien being cancelled is recorded, shall contain the legal description and assessor's parcel number of the particular parcel of land subject to the lien, and shall contain the name of the owner of record of the parcel. The recorder shall mail the original Notice of Cancellation of Special Tax Lien to the owner of the property after recording the document. The legislative body may specify a charge for the preparation and recordation of this notice.

*(Amended by Stats. 2007, Ch. 670, Sec. 97. Effective January 1, 2008.)*

**53344.1.** (a) The legislative body may provide in the resolution of intention or the resolution of consideration, and in documents setting forth the rights of the debtholders that it shall reserve to itself, the right and authority to allow any interested owner of property within the district, subject to the provisions of this section and to those conditions as it may impose, and any applicable prepayment penalties as prescribed in the bond indenture or comparable instrument or document, to tender to the district treasurer in full payment or part payment of any installment of the special taxes or the interest or penalties thereon which may be due or delinquent, but for which a bill has been received, any bond or other obligation secured thereby, the bond or other obligation to be taken at par and credit to be given for the accrued interest shown thereby computed to the date of tender. The district treasurer shall thereupon cancel the bond debt and shall cause proper credit therefor to be entered on the records of the district and in the office of the auditor and tax collector. If the legislative body agrees to allow bond tenders pursuant to this section or to Section 53356.8, the legislative body may, at its discretion, agree to distribute or direct its trustee or other agent to distribute by any means an offer to purchase bonds or other related inquiry to the holders of the bonds of the district, at the expense of the person requesting the mailing. Neither the legislative body, nor any of its officers, agents, or trustees shall be liable in any way for that distribution.

(b) The provisions of this subdivision apply to any tender of bonds pursuant to this section by an owner of property within the district who is delinquent in paying special taxes levied by this district when due. Bonds may be tendered pursuant to this subdivision only after all of the following conditions have been satisfied:

- (1) The delinquent lot or parcel has been offered for sale as a result of a foreclosure judgment and the minimum price required to be paid for the lot or parcel was not received.
- (2) The bonds to be tendered to the district were obtained by the property owner only after their prior owner was presented with a tender offer or solicitation as defined in this subdivision.

(A) For purposes of this subdivision, a "tender offer" or "solicitation" is a solicitation by any person or that person's agent by offering circular, memoranda, tender, or solicitation, or any other document or written, oral, or electronic communication for the purchase of the bonds from their then current owner. A person includes a natural person, corporation, company, partnership, limited liability company, limited liability partnership, association, or any other entity and a "tendering party" includes any person making a tender offer for bonds.

(B) Any tender offer or solicitation shall include all material information as required under federal and state securities laws and shall also include the following information, to the extent applicable:

(i) The name of the tendering party.

(ii) An individual who can be contacted to provide further information with respect to the tender.

(iii) The current holdings of bonds of the district by the tendering party and its affiliates.

(iv) The total face amount of the bonds being solicited.

(v) The price or method of determining the price per one thousand dollars (\$1,000) in bonds being offered by the tendering party.

(vi) Whether the tendering party or any person affiliated with or related to the tendering party, or any employee, agent, or representative of the tendering party, is a property owner within the district that issued the bonds.

(vii) Whether the present intentions of the tendering party are to use the bonds for payment of special taxes or the purchase of property at a foreclosure sale pursuant to this section or Section 53356.8. This statement of present intentions shall not be construed to be binding on the tendering party.

(viii) The status of the bond redemption fund, construction fund, reserve fund, and any other funds of the district, and the special tax delinquency rate of the district, all of which data shall be the most recent available from the district and, in any event, shall apply to the state of the funds after the most recent payment of principal and interest on the bonds. The district shall provide the necessary data to the property owner within 10 days of receiving a written request and may charge a reasonable fee not to exceed its actual costs of providing the data. The district shall simultaneously release the same information to the general public. The property shall also provide the percentage of the delinquency attributable to the tendering party or any person affiliated with or related to the tendering party, or any employee, agent, or representative of the tendering party, for each of the three most recent fiscal years.

(ix) If the tendering party owns or leases property in the district that issued the bonds, the development plans for that property and an update on the current status of development of that property and of any zoning, planning, or other permits or approvals needed for development of the property to proceed.

(x) Any other material information available to the tendering party and not generally available to the public that would significantly affect the market value of the bonds of the district.

(C) The tendering party shall notify the legislative body of his or her intent to make a tender offer or solicitation at least simultaneously with making any offer or solicitation.

(D) The tendering party shall provide a copy of the solicitation to the Department of Corporations prior to five working days after notifying the legislative body pursuant to subparagraph (C).

(3) The tendering property owner provides the legislative body with a negative assurance from counsel representing the property owner that no misleading or other information has come to the opining party's attention after reasonable investigation, that would lead the party providing the negative assurance to believe that the tender was in violation of federal or state securities laws.

(4) The tendering property owner delivers to the legislative body of the district that issued the bonds subject to the tender, a certificate to the effect that the tender information is accurate in all material respects and does not omit to state a material fact necessary in order to make the statements included in the tender information not misleading, except that the certificate need not provide any assurances as to the accuracy of the information as to the bond fund balances and tax payment information provided by the district.

(c) The provisions of this subdivision apply to any tender of bonds pursuant to this section by any owner of property within the district who is not delinquent in paying special taxes on any property within the district. A person subject to this subdivision shall be deemed to be a person whose relationship to the issuer may give him or her access, directly or indirectly, to material information about the issuer not generally available to the public, and the provisions of Section 25402 of the Corporations Code apply to any purchase or sale of securities by that person in connection with the tender transaction. For purposes of this subdivision, the "issuer" includes the district, the local agency that created the district, and any owner of property within the district. At any time prior to tendering bonds to the district pursuant to this section, any person subject to this subdivision shall deliver to the legislative body of the district a certificate that he or she has complied with this subdivision and applicable federal and state securities laws.

*(Added by Stats. 1997, Ch. 946, Sec. 3. Effective January 1, 1998.)*

**53344.4.** Any district preparing a report pursuant to Section 53343.1 shall not be required to comply with Section 50075.3.

*(Added by Stats. 2002, Ch. 960, Sec. 2. Effective January 1, 2003.)*

**ARTICLE 5. Bonds [53345 - 53365.7]** ( Article 5 added by Stats. 1982, Ch. 1451, Sec. 1. )

**53345.** Whenever the legislative body deems it necessary for the community facilities district to incur a bonded indebtedness, it shall, by resolution, set forth all of the following:

- (a) A declaration of the necessity for the indebtedness.
- (b) The purpose for which the proposed debt is to be incurred.
- (c) The amount of the proposed debt. The legislative body may provide for a reduction in the amount of proposed debt in compliance with the provisions of Section 53313.9.
- (d) The time and place for a hearing by the legislative body on the proposed debt authorization.

*(Amended by Stats. 2007, Ch. 670, Sec. 99. Effective January 1, 2008.)*

**53345.3.** The amount of the proposed bonded indebtedness may include all costs and estimated costs incidental to, or connected with, the accomplishment of the purpose for which the proposed debt is to be incurred, including, but not limited to, the estimated costs of construction or acquisition of buildings, or both; acquisition of land, rights-of-way, water, sewer, or other capacity or connection fees; lease payments for school facilities, satisfaction of contractual obligations relating to expenses or the advancement of funds for expenses existing at the time the bonds are issued pursuant to this chapter; architectural, engineering, inspection, legal, fiscal, and financial consultant fees; bond and other reserve funds; discount fees; interest on any bonds of the district estimated to be due and payable within two years of issuance of the bonds; election costs; and all costs of issuance of the bonds, including, but not limited to, fees for bond counsel, costs of obtaining credit ratings, bond insurance premiums, fees for letters of credit, and other credit enhancement costs, and printing costs. Bonds may not be issued pursuant to this chapter to fund any of the services specified in Section 53313; however, bonds may be issued to fund capital facilities to be used in providing these services.

*(Amended by Stats. 2007, Ch. 670, Sec. 100. Effective January 1, 2008.)*

**53345.8.** (a) The legislative body may sell bonds pursuant to this chapter only if it determines prior to the award of sale of bonds that the value of the real property that would be subject to the special tax to pay debt service on the bonds will be at least three times the principal amount of the sum of the following:

- (1) The principal amount of the bonds to be sold.
- (2) The principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to this chapter on property within the community facilities district or a special assessment levied on property within the community facilities district. The legislative body shall estimate the principal amount of these other bonds that are secured by property within the district by assuming that the maximum allowable tax or assessment applicable to each parcel of property within the district will be levied until the date of maximum maturity of the bonds. Any determination made pursuant to this subdivision shall be based upon the full cash value as shown on the ad valorem assessment roll or upon an appraisal of the subject property made in a manner consistent with the policies adopted pursuant to paragraph (5) of subdivision (a) of Section 53312.7 by a state certified real estate appraiser, as defined in subdivision (c) of Section 11340 of the Business and Professions Code. The Treasurer may recommend definitions, standards, and assumptions to be used for these appraisals. These definitions, standards, and assumptions are advisory only, and the definitions, standards, and assumptions to be applied to appraisals will be those adopted by the local agency pursuant to paragraph (5) of subdivision (a) of Section 53312.7.
- (b) Notwithstanding the provisions of subdivision (a), if the legislative body selling the bonds finds and determines that the proposed bonds do not present any unusual credit risk due to the availability of credit enhancements, or because a sufficient portion of the principal amount of a bond issue has been deposited in a self-financing and self-liquidating escrow account under conditions such that it cannot be withdrawn until the value of real property subject to special taxes has increased sufficiently so that the requirements of subdivision (a) will be met or for other reasons specified by the legislative body, the provisions of subdivision (a) may be disregarded.

(c) Notwithstanding the provisions of subdivision (a), if the legislative body selling the bonds finds and determines by a vote of not less than four-fifths of all of its members that the proposed bond issue should proceed for specified public policy reasons, the provisions of subdivision (a) may be disregarded.

A finding and determination by the legislative body pursuant to this subdivision shall be final and conclusive upon all persons in the absence of actual fraud, and neither the legislative body nor the district shall have any liability of any kind whatsoever out of, or in connection with, any finding and determination.

*(Amended by Stats. 2003, Ch. 55, Sec. 4. Effective January 1, 2004.)*

**53346.** The clerk of the legislative body shall publish a notice of the hearing pursuant to Section 6061 in a newspaper of general circulation circulated within the district. The notice shall contain all of the following information:

(a) The text or a summary of the resolution adopted pursuant to Section 53345 which may refer to documents on file in the office of the clerk for detail.

(b) The time and place of the hearing on the proposal to issue debt.

(c) A statement that at the hearing the testimony of all interested persons, including all persons owning property in the area, for or against the proposed debt issuance, will be heard.

*(Amended by Stats. 1992, Ch. 772, Sec. 7.7. Effective January 1, 1993.)*

**53348.** At the time and place fixed for the hearing on the resolution declaring the necessity for incurring the bonded indebtedness or at any time and place to which the hearing is adjourned, the legislative body shall proceed with the hearing.

*(Added by Stats. 1982, Ch. 1451, Sec. 1.)*

**53349.** At the hearing any person interested, including persons owning property within the area, may appear and present any matters material to the questions set forth in the resolution declaring the necessity for incurring the bonded indebtedness.

*(Added by Stats. 1982, Ch. 1451, Sec. 1.)*

**53350.** (a) For purposes of financing of, or contributing to the financing of, specified public facilities, the legislative body may by resolution designate a portion or portions of the district as one or more improvement areas. An area shall be known as "Improvement Area No. \_\_\_\_" of "Community Facilities District \_\_\_\_." After the designation of an improvement area, all proceedings for purposes of a bond election and for the purpose of levying special taxes for payment of the bonds, or for any other change pursuant to Article 3 (commencing with Section 53330), shall apply only to the improvement area for those specified facilities.

(b) In connection with the annexation by unanimous approval to a community facilities district of a parcel that was included in territory proposed for annexation in the future to the community facilities district, as described in Section 53329.6, the local agency may designate a parcel or parcels as an improvement area within the community facilities district. The designation of a parcel or parcels as an improvement area shall be specified and approved by the unanimous approval of the owner or owners of each parcel or parcels at the time that the parcel or parcels are annexed to the community facilities district. No additional hearings or procedures are required. After the designation of a parcel or parcels as an improvement area, all proceedings for approval of the appropriations limit, the rate and method of apportionment and manner of collection of special taxes, and the authorization to incur bonded indebtedness for the parcel or parcels shall apply only to the improvement area.

*(Amended by Stats. 2013, Ch. 219, Sec. 7. Effective January 1, 2014.)*

**53351.** After the legislative body has made its determination pursuant to Section 53350, if it deems it necessary to incur the bonded indebtedness, it shall by resolution state all of the following:

(a) That it deems it necessary to incur the bonded indebtedness.

(b) The purpose for which the bonded indebtedness will be incurred.

(c) Either of the following in accordance with its previous determination:

(1) That the whole of the district will pay for the bonded indebtedness.

(2) That a portion of the district will pay for the bonded indebtedness, which portion shall be described in the resolution of the board made pursuant to Section 53350.

(d) The amount of debt to be incurred.

- (e) The maximum term the bonds to be issued shall run before maturity, which term shall not exceed 40 years.
- (f) The maximum annual rate of interest to be paid, payable annually or semiannually, or in part annually and in part semiannually.
- (g) That the proposition will be submitted to the voters.
- (h) The date of the special community facilities district election (which may be consolidated with a general or special district election including an election to levy a special tax) at which time the proposition shall be submitted to the voters.
- (i) If the election is not conducted by mail ballot, the hours between which the polls shall be open.
- (j) If the election is conducted by mail ballot, the hour when the mailed ballots are required to be received in the office of the election officer conducting the election, and that if all qualified electors have voted, the election shall be closed.

*(Amended by Stats. 1987, Ch. 1440, Sec. 13.)*

**53352.** The resolution provided for in Section 53351 shall constitute the notice of such special bond election and such resolution shall be published in a newspaper of general circulation circulating within the area.

*(Added by Stats. 1982, Ch. 1451, Sec. 1.)*

**53353.5.** (a) Propositions relating to the levy of a special tax, the incurring of bonded indebtedness, or to establish or change an appropriations limit, or any combination thereof, under this chapter, may be combined into one ballot proposition as determined by the legislative body. The qualified electors for all of these purposes shall be determined and the election shall be conducted in the same manner as for a special tax election pursuant to Section 53326.

(b) The amendments of this section enacted by the Statutes of 1984 and 1991 do not constitute a change in, but are declaratory of and a clarification of, the existing law.

*(Amended by Stats. 1991, Ch. 1110, Sec. 25.)*

**53354.** If the area designated in the resolution adopted pursuant to Section 53351 does not include the entire community facilities district, a separate ballot shall be prepared for the vote upon the proposition to authorize bonds and to levy a special tax for payment of the bonds and only the voters entitled thereto shall be given the ballots.

*(Amended by Stats. 2007, Ch. 670, Sec. 101. Effective January 1, 2008.)*

**53355.** A two-thirds vote shall be required for the issuance of bonds under authority of this chapter.

*(Amended by Stats. 2007, Ch. 670, Sec. 102. Effective January 1, 2008.)*

**53355.5.** (a) As an alternate and independent procedure for conducting an election on the proposition to authorize bonded indebtedness for a community facilities district formed pursuant to Section 53328.1, and in lieu of the procedure set forth in Sections 53353.5, 53354, and 53355, the proposition to authorize bonded indebtedness may be approved by the owner or owners of a parcel or parcels of property at the time that the parcel or parcels are annexed to the community facilities district pursuant to the unanimous approval described in Section 53328.1. In that event, no additional hearings or procedures shall be required, and unanimous approval shall be deemed to constitute a unanimous vote in favor of the proposition.

(b) The local agency may bring an action, pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure, to determine the validity of any bonds issued pursuant to this chapter and authorized pursuant to the procedures set forth in this section. Notwithstanding the provisions of Section 53359, if an action is brought by an interested person pursuant to Section 863 of the Code of Civil Procedure to determine the validity of any bonds issued pursuant to this chapter and authorized pursuant to the procedures set forth in this section, the action shall be brought pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure but shall, notwithstanding the time limits specified in Section 860 of the Code of Civil Procedure, be commenced within 30 days after the effective date of the resolution described in Section 53351. Any appeal from a judgment in any action or proceeding described in this subdivision shall be commenced within 30 days after entry of judgment.

*(Added by Stats. 2011, Ch. 493, Sec. 5. Effective January 1, 2012.)*

**53355.7.**

The refusal by a person to undertake or cause to be undertaken an act relating to Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5, including formation of, or annexation to, a community facilities district, voting to levy a special tax, or authorizing another to vote to levy a special tax, shall not be a factor when considering the approval of a legislative or adjudicative act, or both, including, but not limited to, the planning, use, or development of real property or any change in governmental organization or reorganization, as defined by Section 56021 or 56037, if the purpose of the community facilities district is to finance energy efficiency, water conservation, and renewable energy improvements.

*(Added by Stats. 2011, Ch. 493, Sec. 6. Effective January 1, 2012.)*

**53356.** If more than two-thirds of the votes cast at the election are in favor of incurring the indebtedness, the legislative body may, by resolution, at the time or times it deems proper, provide for the following:

- (a) The form of the bonds.
- (b) The execution of the bonds.
- (c) The issuance of any part of the bonds.
- (d) The appointment of one or more banks or trust companies within or without the state having the necessary trust powers as trustee, fiscal agent, paying agent, or bond registrar.
- (e) The execution of a trust agreement, indenture, or other instrument securing the bonds.
- (f) The pledge or assignment of any revenues of the community facilities district to the repayment of the bonds.
- (g) The investment of any bond proceeds and other revenues, including special tax revenues, by the trustee or fiscal agent in any securities or obligations described in the resolution, indenture, trust agreement, or other instrument providing for the issuance of the bonds. Investment subject to this subdivision shall comply with Section 53356.03. The resolution may provide for payment to the United States from any available revenues of a community facilities district of any excess investment earnings required to be rebated by federal law.
- (h) The date or dates to be borne by the bonds and the time or times of maturity of the bonds and the place or places and time or times that the bonds shall be payable.
- (i) The interest, fixed or variable, to be borne by the bonds.
- (j) The denominations, form, and registration privileges of the bonds.
- (k) Any other terms and conditions determined to be necessary by the legislative body.

*(Amended by Stats. 2007, Ch. 670, Sec. 103. Effective January 1, 2008.)*

**53356.03.** The proceeds of any bond, note, or other security issued pursuant to this chapter, or the proceeds of any bond, note, or other security issued pursuant to any other authority where revenue collected pursuant to this chapter is pledged or otherwise committed to pay or repay principal, interest, or both, shall be deposited or invested only in one or more of the instruments, securities, or obligations that are eligible legal investments of the local agency.

*(Amended by Stats. 1997, Ch. 204, Sec. 1. Effective January 1, 1998.)*

**53356.05.** The bond indenture or other bond documents may provide that the legislative body agrees to notify one or more parties, including the underwriter or other first purchaser of the bonds, an appropriate national repository for bond information approved by the Securities and Exchange Commission, or the California Debt and Investment Advisory Commission, if specified events occur that may affect the market value of outstanding bonds. These events may include, but are not limited to, the following, for example:

- (a) Withdrawal of funds from any reserve fund for the bonds, such that the balance in the fund falls below a specified percentage of the amount required by bond documents.
- (b) Draw upon a letter of credit or other credit enhancement for the bonds.
- (c) Filing for bankruptcy by a developer or other owner of more than a specified percentage of the area or property value within the district.
- (d) Unforeseen discovery of toxic materials or rare and endangered plant or animal species within areas of the district proposed for development.

*(Amended by Stats. 2002, Ch. 454, Sec. 18. Effective January 1, 2003.)*

**53356.1.** (a) As a cumulative remedy, if debt is outstanding, the legislative body may, not later than four years after the due date of the last installment of principal thereof, order that any delinquent special taxes levied in



whole or in part for payment of the debt, together with any penalties, interest, and costs, be collected by an action brought in the superior court to foreclose the lien of special tax.

(b) The legislative body may, by resolution, adopted prior to the issuance of debt under this chapter, covenant for the benefit of debtholders to commence and diligently pursue any foreclosure action regarding delinquent installments of any amount levied as a special tax, in whole or in part, for the payment of interest or principal of any debt that is incurred, and, at any time may assign the causes of action arising from the foreclosure to a trustee or joint powers authority to do so on behalf of the debtholders. The resolution may specify a deadline for commencement of the foreclosure action and any other terms and conditions the legislative body determines reasonable regarding the foreclosure action.

(c) Except as provided in Section 53356.6, all special taxes, interest, penalties, costs, fees, and other charges that are delinquent at the time of the ordering of a foreclosure action shall be collected in the action. In the event that a lot or parcel of property has not been sold pursuant to judgment in the foreclosure action at the time that subsequent special taxes become delinquent, the court may include the subsequent special taxes, interest, penalties, costs, fees, and other charges in the judgment or modified judgment.

(d) For purposes of financing delinquent special taxes pursuant to Section 26220 of the Government Code, the legislative body may act as if it were a board of supervisors.

(e) Notwithstanding any other provision of this chapter, no trustee or joint powers authority shall be obligated to accept the tender of bonds in satisfaction of any obligation arising from a delinquent special tax, although either may do so if authorized to do so by the legislative body.

(f) An action to determine the validity of any bonds issued, any joint powers agreement entered into, and any related agreements entered into, by a joint powers agency acting pursuant to this section may be brought by the joint powers agency pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure. Any appeal from a judgment in the action shall be commenced within 30 days after entry of judgment.

*(Amended by Stats. 2007, Ch. 670, Sec. 104. Effective January 1, 2008.)*

**53356.1.5.** (a) This section applies if delinquent special taxes, together with any penalties, interest, and costs, are collected through the sale of the property by the tax collector pursuant to Chapter 7 (commencing with Section 3691) of Part 6 of Division 1 of the Revenue and Taxation Code.

(b) If the property is sold for at least the total amount necessary to redeem plus costs, as defined in Section 3698.5 of the Revenue and Taxation Code, the sale of the property shall extinguish the delinquent special taxes, interest, penalties, and costs included in the sale price.

(c) If the property is sold for less than the total amount necessary to redeem plus costs, as defined in Section 3698.5 of the Revenue and Taxation Code, all of the following apply:

(1) The portion of the sales price paid by the tax collector to the local agency on account of the delinquent special taxes shall be credited by the local agency first to the delinquent interest and redemption penalties, and then to the delinquent principal.

(2) The remainder of the delinquent special taxes and redemption penalties, if any, shall remain due and owing.

(3) Redemption penalties shall continue to accrue on the remaining unpaid delinquent special taxes.

(4) The remaining unpaid amount, with penalties, may be added as postjudgment delinquencies to any existing unsatisfied foreclosure judgment against the property, or may be collected in a new foreclosure action filed pursuant to this chapter.

*(Added by Stats. 2007, Ch. 670, Sec. 105. Effective January 1, 2008.)*

**53356.2.** (a) When any foreclosure actions are ordered by the local agency or legislative body, or when subsequent installments and interest that are also to be made the subject of a foreclosure action thereafter become delinquent, and the foreclosure action is not commenced and a notice of pendency of action is not concurrently recorded, prior to the actual removal of the delinquent installment from the tax roll, the local agency or legislative body responsible for the foreclosure action on the delinquent installment shall do one of the following:

(1) Prior to the actual removal of the delinquent installment from the tax roll, the local agency or legislative body shall record or cause to have recorded in the county recorder's office in the county in which the real property is located, a Notice of Intent to Remove Delinquent Special Tax Installment from the Tax Roll, which contains the information set forth in subdivision (b). If action is taken under this paragraph, all of the following apply:

(A) Upon presentation of written proof of the recordation and a request for removal by the local agency or legislative body, the county auditor shall remove the delinquent installments from the tax roll. "Proof of recordation" includes, but is not limited to, a certified copy of the notice set forth in subdivision (b), or a copy of

the recorded notice containing the county recorder's assigned document number, or a copy of the recorded notice containing a copy stamp from the office of the county recorder.

(B) From the date of the recordation, the county tax collector shall be credited upon the current tax roll with the amount charged against him or her on account of the delinquent special tax installment. If any person pays the delinquent installment referred to in the Notice of Intent to Remove Delinquent Special Tax Installment from the Tax Roll to the county tax collector prior to or subsequent to the actual removal of that delinquent installment from the tax roll, the county auditor shall forward that payment to the local agency or legislative body responsible for the foreclosure action.

(C) From the date of recordation pursuant to this section, the special tax installment, and interest thereon, and penalties, costs, fees, and other charges accrued under applicable statutes, that are to be collected in a foreclosure action, shall no longer be collectible by the county tax collector.

(D) The county tax collector, in addition to the costs recovered in foreclosure, may charge the actual costs incurred in removing these sums from the tax roll or the performance of any other related duties as set forth in this section.

(E) Installments, interest, penalties, costs, fees, and other charges that do not become the subject of a foreclosure action shall remain collectible by the county tax collector as otherwise provided by applicable law.

(2) As an alternative to the notice requirement set forth in paragraph (1), the Counties of San Bernardino and Riverside may, simultaneously with the removal of the delinquent special tax installment from the secured tax roll, provide notification on the secured tax roll that the installment has been removed from the roll for each parcel for which the delinquent special tax installment was removed. The notice shall be displayed in a manner which conveys that the removal has occurred, and shall include the name and telephone number of the person or entity to be contacted to receive further information.

(b) The Notice of Intent to Remove Delinquent Special Tax Installment from the Tax Roll shall be completed and recorded by or caused to be recorded by the local agency or legislative body responsible for the foreclosure action, and shall contain all of the following:

- (1) The name of the local agency or legislative body, city, or other assessment district responsible for the foreclosure action.
- (2) The legal description or assessor's parcel number of the property affected by the notice.
- (3) The specific tax year and installment intended to be removed from the tax roll.
- (4) The title, address, and telephone number of the employee, city official, or other authorized official who should be contacted regarding the delinquent assessment installment amount.
- (5) The name of the owner shown on the last equalized assessment roll.

(c) Any local agency or legislative body that removed or caused to be removed a delinquent special tax installment from the ad valorem tax roll prior to January 1, 1997, shall record, by July 1, 1997, a Notice of Intent to Remove Delinquent Special Tax Installment from the Tax Roll or shall request the tax collector to retain the notice of delinquent special tax installment on the tax roll as set forth in paragraph (2) of subdivision (a). If the foreclosure action has been filed and a notice of pendency of action has been recorded in the county recorder's office prior to July 1, 1997, this requirement does not apply.

(d) All costs associated with the county tax collector's and local agency's or legislative body's responsibilities as set forth in this section shall be recoverable by the local agency or legislative body through the foreclosure action.

(e) The recording of a notice of pendency of action in the county recorder's office in the county in which the real property is located, concurrent with the commencement of a foreclosure action ordered by the local agency or legislative body and commenced prior to the actual removal from the tax roll of the delinquent installment which is the subject of the foreclosure action, constitutes compliance with the notice requirements of this section.

*(Amended by Stats. 1998, Ch. 497, Sec. 1. Effective January 1, 1999.)*

**53356.3.** At any time after the tax collector has been relieved of his or her duty to collect sums under Section 53356.2 and before judgment in a foreclosure action, the local agency or trustee shall dismiss the action upon payment of all of the following:

- (a) The amount of any delinquent special taxes together with any penalties, interest, and costs accrued thereon to date of complete payment hereunder.
- (b) Costs of suit, including, but not limited to, litigation guarantees provided by title companies with respect to all claims of ownership or interest in the subject property.
- (c) Attorneys' fees authorized by the local agency.

(d) The tax collector's costs authorized by subdivision (d) of Section 53356.2.

*(Amended by Stats. 2007, Ch. 670, Sec. 106. Effective January 1, 2008.)*

**53356.4.** The foreclosure action shall be brought in the name of the local agency or trustee on behalf of the bondholders pursuant to Section 53356.1, and may be brought within the time specified in Section 53356.1. The complaint may be brief and need only include the following allegations:

(a) That on a stated date, a certain sum of special taxes, levied against the subject property (describing it) pursuant to this chapter, became delinquent.

(b) On that date, bonds issued pursuant to this chapter, payable in whole or in part by the subject special taxes, were outstanding.

(c) That the legislative body or trustee has ordered the foreclosure.

*(Amended by Stats. 1991, Ch. 1110, Sec. 30.)*

**53356.5.** (a) Any judgment shall decree the amount of the continuing lien against each parcel to be foreclosed, and shall order the parcel to be sold on execution as in other cases of the sale of real property by process of the court except:

(1) Notwithstanding Section 701.545 of the Code of Civil Procedure, notice of sale of any lot or parcel included in the judgment may be given pursuant to Section 701.540 of the Code of Civil Procedure any time after the expiration of 20 days after the date notice of levy on the interest in real property was served on the judgment debtor or debtors, provided that the lot or parcel to be sold is not a dwelling for not more than four families and provided that all parties whose liens are extinguished by the foreclosure judgment were either defendants in the foreclosure action or, for those parties who acquired an interest in a lien on the parcel after the recording of notice of the pending foreclosure action, received constructive notice of the action.

(2) Whenever notice of sale may be given after the expiration of 20 days after the date notice of levy was served as provided in paragraph (1), the 30-day time period contained in subdivision (h) of Section 701.540 of the Code of Civil Procedure shall be reduced to 10 days.

(3) Upon proof that the lot or parcel to be sold is not a dwelling for not more than four families, and upon determining that all parties whose liens are extinguished by the foreclosure judgment were either defendants in the foreclosure action or, for those parties who acquired an interest in a lien on the parcel after the recording of notice of the pending foreclosure action, received constructive notice of the action, pursuant to Section 716.020 of the Code of Civil Procedure, the court shall order that paragraphs (1) and (2) apply to any judgment previously entered.

(4) The minimum bid amount provided in Section 53356.6 shall apply instead of subdivision (a) of Section 701.620 of the Code of Civil Procedure.

(5) The local agency may bid at the price provided in Section 53356.6 by giving the levying officer a written receipt crediting all or part of the amount required to satisfy the judgment. If the local agency becomes the purchaser pursuant to bid, the local agency shall pay the amount of its credit bid into the redemption fund within 24 months of the date of the foreclosure sale.

(6) Notwithstanding subdivision (c) of Section 701.620 of the Code of Civil Procedure, if the minimum price required to be paid for a lot or parcel pursuant to Section 53356.6 is not obtained at a foreclosure sale, upon written request of the local agency, the levying officer shall retain the writ of sale and, provided that the writ of sale has not been returned to the court pursuant to paragraph (1) of subdivision (a) of Section 699.560 of the Code of Civil Procedure, give notice of sale pursuant to Section 701.540 of the Code of Civil Procedure without relieving on the property.

(7) As provided elsewhere in this chapter.

(b) The judgment amount shall include reasonable attorneys' fees to be fixed by the court, together with interest, penalties, and other authorized charges and costs (all calculated up to date of judgment).

(c) The foreclosure action shall be governed and regulated by the provisions of this chapter, and also where not in conflict with this chapter, by other provisions of law generally applicable to foreclosure actions.

*(Amended by Stats. 1997, Ch. 946, Sec. 5. Effective January 1, 1998.)*

**53356.6.** Property sold hereunder may not be sold for less than the amount of the judgment plus postjudgment interest and authorized costs without the consent of the owners of 75 percent by value of the outstanding bonds.

*(Added by Stats. 1988, Ch. 1365, Sec. 23.)*

**53356.7.** No special tax installment, interest or penalties thereon, or deed shall be held invalid for any error in computation if the error is found to be comparatively negligible, or is found to be in favor of the owner of the real property affected thereby.

*(Added by Stats. 1988, Ch. 1365, Sec. 24.)*

**53356.8.** Provided the legislative body permits bonds or debt to be tendered for special taxes and the penalties and interest thereon pursuant to Section 53344.1, if the highest bid for a lot or parcel sold pursuant to a judgment of foreclosure and order of sale exceeds five thousand dollars (\$5,000) and the highest bidder elects to treat the sale as a credit transaction pursuant to subdivision (c) of Section 701.590 of the Code of Civil Procedure, the balance due as provided in that section may be paid in full or in part by tender of bonds or debt, provided, however, that bonds or debt may not be tendered for costs of foreclosure, including attorney's fees, and administrative charges incurred by the local agency with respect to removing the special taxes from the rolls of the treasurer or tax collector, or other administrative charges.

(a) Tender of bonds or debt shall be made to the local agency within seven days of the date of the sale. The local agency shall be charged with authenticating the tender and shall, within 10 days of the date of the sale, submit a written receipt to the levying officer who conducted the sale for the amount of the bond or debt tender accepted by it.

(b) Tender of cash or certified check or cashier's check shall be made to the levying officer within 10 days of the date of the sale.

(c) The levying officer shall total the cash, certified checks and cashier's checks, and any agency written receipts for bonds or debt to determine if the amount of the bid, plus accruing costs and interests, has been paid. In no event shall the tendering party be entitled to receive cash or other compensation in return for all or any part of the value of a tendered bond or bonds, except for recognition of their value in satisfying the amount bid.

(d) The tendering party shall comply with the provisions of Section 53344.1, as applicable as if they were fully set out in this section.

*(Added by Stats. 1997, Ch. 946, Sec. 6. Effective January 1, 1998.)*

**53356.9.** (a) Notwithstanding any other provision of this chapter or any other provision of law applicable to foreclosure action, the judgment of foreclosure and sale of a lot or parcel pursuant to this chapter shall not terminate or otherwise affect the rights of the holder of an easement in that lot or parcel.

(b) No provision of this section shall be interpreted as limiting any rights otherwise agreed to under existing contract.

*(Added by Stats. 1998, Ch. 113, Sec. 1. Effective January 1, 1999.)*

**53357.** The bonds shall be signed by the chairperson of the legislative body and countersigned by the clerk of the legislative body or his or her deputy. All signatures on the bonds may be printed, lithographed, or engraved. If any officer whose signature appears on the bonds ceases to be that officer before the delivery of the bonds, his or her signature is as effective as if he or she had remained in office. All bonds shall be payable at the office of the treasurer of the local agency or at the office of any agent designated by the local agency.

*(Amended by Stats. 1986, Ch. 1102, Sec. 35. Effective September 24, 1986.)*

**53357.1.** (a) In connection with the issuance of bonds in which a property owner agrees, by written consent, to disclose certain information on a continuous basis through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access, or successor information depository, the local agency may execute and record in the office of the county recorder, in which the community facilities district is located, a notice of the owner's disclosure agreement for the purpose of providing notice to a subsequent transferee. The owner's written consent shall be attached to the notice.

(b) A subsequent transferee of the property shall be subject to the disclosure obligation. Upon the termination of the disclosure obligation, the local agency may cause a notice of termination to be recorded with the office of the county recorder in which the original notice was recorded.

(c) Notwithstanding Sections 6103 and 27383, the county recorder may charge an appropriate fee for the expense incurred in recording the notices provided for in this section.

*(Added by Stats. 2013, Ch. 219, Sec. 8. Effective January 1, 2014.)*

**53358.**

When the legislative body provides for the fixing and levying of special taxes and charges for the community facilities district it shall also provide for the fixing and levying of that amount of special taxes and charges within the community facilities district which is required for the payment of the principal of and interest on any outstanding bonded debt of the community facilities district, including any necessary replenishment or expenditure of bond reserve funds or accumulation of funds for future bond payments, including any amount required by federal law to be rebated to the United States on that bonded debt. The special tax or charge shall be levied and collected by the same officers and at the same time and in the same manner that all other special taxes and charges are levied and collected for the community facilities district or in any other manner specified by the legislative body. The special taxes and charges shall not exceed the authority granted by Article 2 (commencing with Section 53318) and Article 3 (commencing with Section 53330). All of the collections for payment of principal and interest on bonds shall be paid into the community facilities district bond fund and reserve or other fund for the particular community facilities district and shall be used solely for the payment of the principal of and interest on the outstanding bonds of the community facilities district.

*(Amended by Stats. 1991, Ch. 1110, Sec. 31.)*

**53359.** An action to determine the validity of bonds issued pursuant to this chapter or the validity of any special taxes levied pursuant to this chapter may be brought pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure but shall, notwithstanding the time limits specified in Section 860 of the Code of Civil Procedure, be commenced within 30 days after the voters approve the issuance of the bonds or the special tax if the action is brought by an interested person pursuant to Section 863 of the Code of Civil Procedure. Any appeal from a judgment in that action or proceeding shall be commenced within 30 days after entry of judgment.

*(Amended by Stats. 1986, Ch. 1102, Sec. 37. Effective September 24, 1986.)*

**53359.5.** (a) The legislative body shall, no later than 30 days prior to the sale of any bonds pursuant to this article, give written notice of the proposed sale to the California Debt and Investment Advisory Commission by mail, postage prepaid, or by any other method approved by the California Debt and Investment Advisory Commission, as required by Chapter 11.5 (commencing with Section 8855) of Division 1 of Title 2.

(b) On and after January 1, 1993, each year after the sale of any bonds, including refunding bonds, pursuant to this article, and until the final maturity of the bonds, the legislative body shall, not later than October 30 of each year, supply the following information to the California Debt and Investment Advisory Commission by mail, postage prepaid, or by any other method approved by the California Debt and Investment Advisory Commission:

- (1) Issuer name.
- (2) Community facilities district number or name.
- (3) Name, title, and series of the bond issue.
- (4) Credit rating and name of the rating agency.
- (5) Date of the bond issue and the original principal amount.
- (6) Reserve fund minimum balance required.
- (7) The principal amount of bonds outstanding.
- (8) The balance in the bond reserve fund.
- (9) The balance in the capitalized interest fund, if any.
- (10) The number of parcels that are delinquent with respect to their special tax payments, the amount that each parcel is delinquent, the total amount of special taxes due on the delinquent parcels, the length of time that each has been delinquent, when foreclosure was commenced for each delinquent parcel, the total number of foreclosure parcels for each date specified, and the total amount of tax due on the foreclosure parcels for each date specified.
- (11) The balance in any construction funds.
- (12) The assessed value of all parcels subject to special tax to repay the bonds as shown on the most recent equalized roll, the date of assessed value reported, and the source of the information.
- (13) The total amount of special taxes due, the total amount of unpaid special taxes, and whether or not the special taxes are paid under the county's Teeter Plan (Chapter 6.6 (commencing with Section 54773)).
- (14) The reason and the date, if applicable, that the issue was retired.
- (15) Contact information for the party providing the information.

(c) In addition, with respect to any bonds sold pursuant to this article, regardless when sold, and until the final maturity of the bonds, the legislative body shall notify the California Debt and Investment Advisory Commission by

mail, postage prepaid, or by any other method approved by the California Debt and Investment Advisory Commission, within 10 days if any of the following events occur:

- (1) The local agency or its trustee fails to pay principal and interest due on any scheduled payment date.
- (2) Funds are withdrawn from a reserve fund to pay principal and interest on the bonds that reduce the reserve fund to less than the reserve requirement.
- (d) Neither the legislative body nor the California Debt and Investment Advisory Commission shall be liable for any inadvertent error in reporting the information required by this section.

*(Amended by Stats. 2007, Ch. 670, Sec. 107. Effective January 1, 2008.)*

**53359.7.** Current information on the items listed in Section 53359.5 is a matter of public record, within the meaning of the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1, even if the information is physically held by an agent or trustee of the public agency. Neither the legislative body, nor any of its officers, agents, or trustees shall be liable in any way for making that financial information available to anyone requesting it or for otherwise making it available to the public.

*(Added by Stats. 1993, Ch. 1193, Sec. 11. Effective January 1, 1994.)*

**53360.** The community facilities district may sell the bonds so issued at the times or in the manner the legislative body deems to be to the public interest. However, except as otherwise provided in Section 53360.4, all bonds shall be sold on sealed proposals or through generally accepted electronic means to the highest bidder, after advertising for bids by publication of notice of sale pursuant to Section 53692. If no bids are received or if the legislative body determines that the bids received are not satisfactory as to price or responsibility of the bidders, the legislative body may reject all bids received, if any, and either readvertise or sell the bonds at private sale.

*(Amended by Stats. 2007, Ch. 670, Sec. 108. Effective January 1, 2008.)*

**53360.4.** Notwithstanding Section 53360, the legislative body may sell bonds at private sale, without advertising for bids, if the legislative body determines that the action would result in a lower overall cost.

*(Amended by Stats. 1985, Ch. 1035, Sec. 2.)*

**53360.7.** The legislative body may provide that bonds shall bear a variable interest rate, and for the manner and intervals in which the rate shall vary. The variable rate shall not exceed the maximum rate permitted by Section 53531 or any other applicable provision of law limiting the maximum interest rate on bonds.

*(Added by Stats. 1984, Ch. 1406, Sec. 4. Effective September 26, 1984.)*

**53361.** Any bonds issued by a district organized under the provisions of this chapter are hereby given the same force, value and use as bonds issued by any municipality and shall be exempt from all taxation within the state.

*(Added by Stats. 1982, Ch. 1451, Sec. 1.)*

**53361.1.** All bonds issued by any district payable from taxes or charges are legal investments for all trust funds, for the trust funds of all insurance companies, the state school funds, and any funds which may be invested in bonds of cities, counties, cities and counties, school districts, or municipalities in the state.

*(Added by Stats. 1982, Ch. 1451, Sec. 1.)*

**53362.** The legislative body may, by resolution, issue new bonds to refund any or all of the district bonds outstanding or improvement area bonds outstanding that have been issued pursuant to this article.

*(Repealed and added by Stats. 1984, Ch. 269, Sec. 29. Effective July 3, 1984.)*

**53362.5.** Refunding bonds shall not be issued if the total interest cost to maturity on the refunding bonds plus the principal amount of the refunding bonds exceeds the total interest cost to maturity on the bonds to be refunded plus the principal amount of the bonds to be refunded. Subject to these limitations, the principal amount of the refunding bonds may be more than, less than, or the same as the principal amount of the bonds to be refunded.

*(Amended by Stats. 2007, Ch. 670, Sec. 109. Effective January 1, 2008.)*

**53362.7.** The total authorized amount of the bonded indebtedness of a district or an improvement area therein, as approved by the qualified voter thereof, shall not be reduced by the principal amount of any refunding bonds

issued to refund any or all outstanding bonds of the district or improvement area. This section does not constitute a change in, but is declaratory of, the existing law.

*(Added by Stats. 1987, Ch. 1440, Sec. 14.)*

**53363.** Except as otherwise provided in this article, the legislative body may issue refunding bonds without repeating any of the procedures required for the approval of the original bond issue, if the legislative body determines that it would be prudent in the management of its fiscal affairs to issue the refunding bonds.

*(Repealed and added by Stats. 1984, Ch. 269, Sec. 32. Effective July 3, 1984.)*

**53363.2.** If the legislative body determines to issue refunding bonds pursuant to this article it shall adopt a resolution providing for their issuance. The resolution shall:

- (a) Describe the bonds being refunded and state the date on which it is anticipated that the exchange or purchase necessary to effect the refunding will occur.
- (b) Fix the date of the refunding bonds.
- (c) Designate the denomination or denominations of the refunding bonds.
- (d) Fix the minimum rate or rates of interest to be paid on the refunding bonds.
- (e) Fix the maturity dates of the refunding bonds, which shall not exceed the latest maturity date of the bonds being refunded.
- (f) Designate the place or places of payment of principal and interest on the refunding bonds and on the bonds to be refunded.
- (g) Describe the form of the refunding bonds.
- (h) State the designated costs of issuing the refunded bonds, as defined by Section 53363.8.

*(Added by Stats. 1984, Ch. 269, Sec. 33. Effective July 3, 1984.)*

**53363.5.** Any refunding bonds issued pursuant to this article may be exchanged for the bonds to be refunded on such basis as the legislative body determines is for the benefit of the district, but shall be issued in compliance with Section 53362.5. As an alternative to exchanging the refunding bonds for the bonds to be refunded, the legislative body may sell the refunding bonds at public or private sale. The proceeds of any sale of refunding bonds for cash shall be placed in the treasury of the local agency to the credit of a fund to be established for the purpose of refunding the bonds to be refunded, which fund shall be designated the "refunding fund," and the proceeds of the sale shall be applied only as permitted by this article. The funds shall be secured and may be invested in accordance with any other laws applicable to the funds of the local agency.

*(Amended by Stats. 1986, Ch. 1102, Sec. 38.5. Effective September 24, 1986.)*

**53363.7.** The designated costs of issuing the refunding bonds, as defined by Section 53363.8, may be paid by the purchaser of the refunding bonds or may be paid from any other legally available source, including any available revenues of the legislative body, the proceeds of sale of the refunding bonds, the interest or other gain derived from the investment of any of the proceeds of sale of the refunding bonds, or any combination thereof, as determined by the legislative body. However, any amounts paid by the local agency other than from the proceeds of sale of the refunding bonds or from interest or other gains derived from the investment of the proceeds of sale shall be added to the total interest cost to maturity on the refunding bonds in determining whether the issuance of the refunding bonds complies with Section 53362.5.

*(Amended by Stats. 2007, Ch. 670, Sec. 110. Effective January 1, 2008.)*

**53363.8.** For purposes of this article, the term "designated costs of issuing the refunding bonds" means any of the following costs and expenses designated by the legislative body in the resolution providing for the issuance of the refunding bonds:

- (a) All expenses incident to the calling, retiring, or paying of the bonds to be refunded and incident to the issuance of refunding bonds, including the charges of any agent in connection with the issuance of the refunding bonds or in connection with the redemption or retirement of the bonds to be refunded.
- (b) Either of the following:
  - (1) The interest upon the refunding bonds from the date of sale of the refunding bonds to the date of payment of the bonds to be refunded out of the proceeds of the sale of the refunding bonds or to the date upon which the bonds to be refunded will be paid pursuant to call or agreement with the holders of the bonds.

(2) The interest upon the bonds to be refunded from the date of sale of the refunding bonds to the date of payment of the bonds to be refunded or to the date upon which the bonds to be refunded will be paid pursuant to call or agreement with the holders of the bonds.

(c) Any premium necessary in the calling or retiring of the bonds to be refunded.

*(Added by Stats. 1984, Ch. 269, Sec. 37. Effective July 3, 1984.)*

**53363.9.** (a) The proceeds and investments in the "refunding fund" shall be in an amount sufficient to meet either the requirements of paragraph (1) or paragraph (2) at the time of issuance of the refunding bonds, as certified by a certified public accountant licensed to practice in this state.

(1) The proceeds and investments, together with any interest or other gain to be derived from any such investment, shall be in an amount sufficient to pay the principal, interest, and redemption premiums, if any, on the refunded bonds as they become due or at designated dates prior to maturity and the designated costs of issuance of the refunding bonds.

(2) The proceeds and investments, together with any interest or other gain to be derived from any such investment, shall be in an amount sufficient to pay the principal, interest, and redemption premiums, if any, on the refunding bonds prior to the maturity of the bonds to be refunded or prior to a designated date or dates before the maturity of the bonds to be refunded, the principal and any redemption premiums due on the refunded bonds at maturity or upon that designated date or dates, and the designated costs of issuance of the refunding bonds.

(b) The proceeds and any other cash in the "refunding fund" shall be held uninvested or shall be invested in noncallable obligations of, or obligations guaranteed as to principal and interest by, the United States of America or any agency or instrumentality thereof, when those obligations are backed by the full faith and credit of the United States of America, and shall be in an amount sufficient to pay the principal, interest, and redemption premiums, if any, on the refunded bonds as they become due or at designated dates prior to maturity, in which case certification of a certified public accountant licensed to practice in this state shall not be required.

*(Amended by Stats. 2013, Ch. 219, Sec. 9. Effective January 1, 2014.)*

**53364.** Following the issuance of any refunding bonds pursuant to this article, the treasurer of the local agency shall provide for the payment of principal and interest on the refunding bonds in the same manner as for the bonds being refunded. Payments on the refunding bonds may be made from the "refunding fund" or from the redemption fund established for the bonds being refunded. However, the bonds being refunded shall have a priority claim on funds in the redemption fund.

*(Repealed and added by Stats. 1984, Ch. 269, Sec. 40. Effective July 3, 1984.)*

**53364.2.** (a) If further facilities or services are authorized to be financed by the district, savings achieved through the issuance of refunding bonds may be used by the legislative body for those purposes.

(b) If no further facilities or services are authorized to be financed by the district, any savings achieved through the issuance of refunding bonds shall be used by the legislative body to reduce the special taxes levied to retire outstanding bonds.

(c) Savings achieved through the issuance of refunding bonds may be used pursuant to both subdivisions (a) and (b) in proportions determined by the legislative body.

(d) For purposes of this section, the terms "savings achieved through the issuance of refunding bonds" means the difference between the principal and interest to maturity of the refunded bonds and the principal and interest to maturity of the refunding bonds.

(e) If savings are to be used for authorized facilities, bonds may be issued that are secured by that savings.

*(Amended by Stats. 2007, Ch. 670, Sec. 111. Effective January 1, 2008.)*

**53364.5.** Any bonds issued by the district may be made callable by resolution of the legislative body adopted at or prior to the time of issuing the bonds. When bonds are made callable a statement to that effect shall be set forth on the face of the bonds. Callable bonds may be redeemed on any date prior to their fixed maturity in the amounts, manner, and prices prescribed by the legislative body.

*(Amended by Stats. 2007, Ch. 670, Sec. 112. Effective January 1, 2008.)*

**53365.** Notice designating the bonds called for redemption shall be mailed to the underwriter or other first purchaser and to the registered owners of the bonds to be called by first-class mail. The notice shall be mailed not less than 30 nor more than 90 days prior to the date fixed for redemption.



*(Repealed and added by Stats. 1991, Ch. 1110, Sec. 33.5.)*

**53365.5.** If on the date fixed for redemption, the area has provided funds available for payment of the principal and interest of the bonds called, interest on the bonds shall cease.

*(Added by Stats. 1982, Ch. 1451, Sec. 1.)*

**53365.7.** (a) The legislative body may, by resolution and without the necessity of calling and holding an election, borrow money in anticipation of the sale of bonds which have been authorized pursuant to this article, but which have not been sold and delivered, issue negotiable bond anticipation notes therefor, and renew the notes from time to time. The maximum maturity of any such notes, including the renewals thereof, shall not exceed five years from the date of delivery of the original notes.

(b) The principal and interest on the notes may be paid from any money available for their payment. Any portion of the principal or interest which is due and payable shall be paid from the proceeds of the next sale of bonds in anticipation of which the notes were issued.

(c) The proceeds of notes issued pursuant to this section may be used for any purpose for which the bonds in anticipation of which the notes were issued may be used.

(d) The notes shall not be issued in any amount in excess of the aggregate amount of bonds which the legislative body has been authorized to issue, less the amount of any bonds of such authorized issue which have been previously sold and less the amount of other bond anticipation notes issued previously and outstanding at that time.

(e) The legislative body may, in its resolution authorizing the issuance of notes, provide that the note shall be subject to call and redemption prior to maturity, at the option of the district, at such price or prices as may be fixed in the resolution, but not to exceed a premium of 6 percent of the par value of the note so subject to redemption. The resolution shall fix the method of giving notice of redemption to the holders of notes to be redeemed and the price or prices at which the note shall be subject to redemption. Any notes that are subject to call and redemption prior to maturity shall contain a recital to that effect on their face and no note shall be subject to call or redemption prior to its fixed maturity date unless it contains that recital.

(f) The notes shall be issued and sold in the same manner as the bonds.

(g) The notes and the resolution or resolutions authorizing the same may contain any provisions, conditions, or limitations which a resolution of the legislative body authorizing the issuance of bonds may contain.

(h) The legislative body shall, in its resolution authorizing the issuance of notes, provide a remedy if the anticipated bonds cannot be sold at the time or in the amount specified in the resolution, or if any default occurs with respect to the notes. Any remedy which is so provided shall limit the obligations of property owners within the community facilities district to the special tax authorized and levied pursuant to this chapter, except that the legislative body may enter into an agreement with any of the property owners within the district pledging some or all of the real property of those property owners who are a party to the agreement as additional security for the notes. The legislative body may authorize the levy of a supplemental special tax in an amount sufficient to secure a note issued pursuant to this section, if that special tax is fully described as to the rate, method of apportionment, and conditions under which it may be levied in the resolution of intention prepared pursuant to Section 53321. This special tax shall be subject to the procedures and voting requirements for any special tax levied under the authority of this chapter.

*(Added by Stats. 1984, Ch. 269, Sec. 42. Effective July 3, 1984.)*

**ARTICLE 6. Transfer of Community Facilities Districts [53368 - 53368.3]** ( Article 6 added by Stats. 1994, Ch. 165, Sec. 1. )

**53368.** Unless the context otherwise requires, the definitions contained in this section shall govern the construction of this article.

(a) "City" means any city, including a chartered city.

(b) "County" means any county of the state.

(c) "Districts" means community facilities districts created pursuant to this chapter.

(d) "Governing boards" means, in the case of the county, the board of supervisors of the county and, in the case of the city, the city council of the city.

*(Added by Stats. 1994, Ch. 165, Sec. 1. Effective January 1, 1995.)*

**53368.1.** Notwithstanding any other provision of law, the authority for the governance of one or more districts may be transferred from the jurisdiction of a county to the jurisdiction of a city upon written agreement entered into between the governing boards of the county and the city and satisfaction of any conditions contained in the agreement and the conditions to transfer contained in Section 53368.2.

(a) The legislative body empowered pursuant to this chapter to exercise all authority over the district shall be the governing board of the city.

(b) The legal name of the district shall be changed so that the words "County of \_\_\_\_" are deleted therefrom and replaced by the words "City of \_\_\_\_."

(c) Neither a county nor any of its officers, members, employees, or agents shall bear any liability for any action taken with regard to the district on or after the effective date of the transfer of jurisdiction.

*(Added by Stats. 1994, Ch. 165, Sec. 1. Effective January 1, 1995.)*

**53368.2.** The transfer of jurisdiction of a district from the governing board of the county to the governing board of the city shall be effective only if the following shall have occurred:

(a) An amended boundary map shall have been recorded with respect to the district with the county recorder in conformity with this subdivision. The amended map shall comply with the requirements of Section 3110 of the Streets and Highways Code, except that the word "proposed" shall not appear on the face of the map and the date and number of the resolution referred to in paragraph (2) of subdivision (b) of Section 3110 shall be the date and number of the resolution adopted by the governing board of the city authorizing the transfer. The amended boundary map shall include on its face the new name of the district and a statement to the effect that it amends the boundary map for (here insert original name or number of district or both the name and number of district, together with county), State of California, prior recorded at book \_\_\_\_ of maps of assessment and community facilities districts at page \_\_\_\_ in the office of the county recorder for the County of \_\_\_\_, State of California. The county recorder shall endorse, file, and cross-index the amended boundary map in accordance with Section 3113 of the Streets and Highways Code.

(b) An amended notice of special tax lien shall be recorded with the county recorder in the form required by Section 3114.5 of the Streets and Highways Code which shall reference the original notice which it is amending; provided, however, that the notice shall state the amended name of the district, reference the amended boundary map filed in accordance with subdivision (a) and the names of the owners and the list of assessor's parcel numbers to be appended to the amended notice shall be the list that was attached to the original notice of special tax lien that was filed with respect to the district. The county recorder shall record the amended notice of special tax lien, endorse it, and index it, as further provided in Section 3114.5 of the Streets and Highways Code. The provisions of Section 3115.5 of the Streets and Highways Code shall apply to the amended notice of special tax lien as if it were a notice of special tax lien recorded pursuant to Section 3114.5 of the Streets and Highways Code.

(c) The clerk of the governing board of the city shall have mailed notice to each property owner within the district as set forth on the latest secured assessment roll of the county, which notice shall state the amended name of the district, the effective date of the transfer of jurisdiction, the name and telephone number of the person or office at the city that will be responsible for annually preparing the current roll of special tax levy, as required by subdivision (a) of Section 53340.2, and from whom the notice specified in subdivision (b) of Section 53340.2 and other information regarding the district may be obtained.

(d) The city shall have adopted policies as required by Section 53312.7.

(e) For a district with outstanding bonded indebtedness, replacement bonds stating that the transfer of jurisdiction is being made in accordance with this article shall have been executed and delivered by the governing board of the city and delivered to the fiscal agent for the bonds.

(f) The governing board of the county shall have adopted a resolution granting its final consent to the transfer of jurisdiction for the district.

*(Added by Stats. 1994, Ch. 165, Sec. 1. Effective January 1, 1995.)*

**53368.3.** Neither the enactment of this article nor any action taken pursuant hereto with respect to the transfer of jurisdiction of a district, nor the failure of any property owner to receive notice as provided in subdivision (c) of Section 53368.2, shall in any way impair any existing special tax lien, the priority thereof, any pledge of special taxes or other revenues to the repayment of any bonds or the validity of any bonds of a district.

*(Added by Stats. 1994, Ch. 165, Sec. 1. Effective January 1, 1995.)*

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

**2015 School Board Meeting Schedule**

***Board Approved on 3/26/14***

Wednesday, January 14  
Wednesday, January 28

Wednesday, February 11  
Wednesday, February 25

Wednesday, March 11  
Wednesday, March 25

Wednesday, April 22

Wednesday, May 13  
Wednesday, May 27

Wednesday, June 10  
Wednesday, June 24

***Proposed Board Meetings***

Wednesday, July 8  
Wednesday, July 22

Wednesday, August 12  
Wednesday, August 26

Wednesday, September 9  
Wednesday, September 23

Wednesday, October 14  
Wednesday, October 28

Wednesday, November 18

Wednesday, December 9

Adopted:

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

**2015 School Board Meeting Schedule**

***Board Approved on 3/26/14***

Wednesday, January 14  
Wednesday, January 28

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Wednesday, May 27

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***Proposed Board Meetings***

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Wednesday, September 23

Wednesday, October 14  
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Wednesday, December 9

Adopted:

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

**2015 School Board Meeting Schedule**

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***Proposed Board Meetings***

Wednesday, July 22

Wednesday, August 12

Wednesday, September 9  
Wednesday, September 23

Wednesday, October 14  
Wednesday, October 28

Wednesday, November 18

Wednesday, December 9

Adopted:



**CLASS SIZE**

The ~~Governing~~ Board of Trustees recognizes that teachers today must meet the needs of students whose experiences and preparation for school are increasingly diverse, and that the number of students in a class affects the extent to which teachers can identify and respond to individual student needs.

The ~~Governing~~ Board of Trustees shall determine may reduce class size and teacher to student ratios in accordance with availability of funds, facilities, and the educational needs of the District.

It shall be the aim of the District to establish class sizes which are as nearly equal in size one to another as are appropriate given the enrollment at the school site, the capability of the students, the grade level taught, and the content of the course. Sites will be given discretion to balance classes to meet the individual needs of their schools.

In accordance with negotiated employee agreements and state law and upon the recommendation of the Superintendent or designee, the Board shall establish upper and desired lower class size limits appropriate for the subject or grade level taught and conducive to the effective use of teaching staff.

~~The Governing Board shall determine the potential impact of the class size reduction program on staffing and school facilities needs and shall recommend ways to address these needs without negatively affecting other grade levels and District programs.~~

~~The Superintendent or designee shall regularly prepare reports that will enable the Board to evaluate the impact of class size on the achievement of District educational goals.~~

~~The Board believes that individual attention is crucial to students in the elementary grades where they acquire the basic skills that serve as the foundation for their subsequent learning. The Superintendent or designee shall ensure that classes in designated elementary grades are reduced to 20 or fewer students per teacher in accordance with the availability of funds and facilities for classroom space.~~

~~The Superintendent or designee shall ensure that the teachers of these classes receive training which will help them to maximize the educational advantages of class size reduction.~~

**~~Class Size in Non-designated Class Size Reduction (CSR) Classes~~**

Policy Adopted: February 8, 1999  
Revised: July 11, 2006  
Revised:

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





CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – REGULAR MEETING  
DECEMBER 10, 2014  
EDUCATION CENTER – BOARD ROOM

Superintendent Vital called the meeting to order at 5:30 p.m. and announced that newly elected Trustees Hatton-Hodson, Jones, and McNicholas were sworn in at 5:00 p.m. by her in the Superintendent's office and a ceremonial swearing in will take place in Open Session. The Board recessed to closed session to: discuss Student Expulsions; discuss Public Employee Discipline/Dismissal/Release; confer with Legal Counsel regarding Anticipated Litigation; confer with Labor Negotiators; and discuss Public Employee Performance Evaluation.

The regular meeting of the Board reconvened to open session and was called to order by Superintendent Vital at 7:00 p.m.

The Oath of Office was administered to Trustee Hatton-Hodson by her children Annie, Jason, and Tyler.

The Oath of Office was administered to Trustee Jones by Judge Gassia Apkarian.

The Oath of Office was administered to Trustee McNicholas by Superintendent Kirsten Vital.

The Pledge of Allegiance was led by Trustee John Alpay.

Present: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon, and Student Advisor Akhil Patel.

**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 Jones, seconded by Trustee Reardon, and motion carried by a 7-0 vote to adopt the Board agenda.

**Adoption of the Board Agenda**

ROLL CALL: AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon, and Student Advisor Akhil Patel

NOES: None

ABSENT: None

ABSTAIN: None

Superintendent Vital reported the following action was taken during closed session:

**Report Out From Closed Session**

**Agenda Item #3 A1 – A8 – Student Expulsions:**

The Board voted 7-0 to expel the following students by stipulated agreements: Case #2015-007, #2015-009, #2015-010, #2015-011, #2015-012, #2015-014, #2015-015, and #2015-017.

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

NOES: None

Attorney Dan Shinoff and Assistant Superintendent Michelle Le Patner were present in closed session for this item.

**Agenda Item #3 B1 – Public Employee Discipline/Dismissal/Release:**

No action was taken.

**Agenda Item #3 B2 – Public Employee Discipline/Dismissal/Release:**

By a roll call vote, the Board voted 7-0 to approve the Resignation Agreement and General Release between the District and Certificated Employee No. 10790. Pursuant to the terms of the agreement, Certificated Employee No. 10790 will resign effective November 10, 2014. Under the agreement, Certificated Employee No. 10790 releases the District from any and all legal claims.

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

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

The Board gave direction to staff.

**Agenda Item #3 E – Public Employee Performance Evaluation:**

No action was taken.

Superintendent Vital announced nominations were in order for President of the Board.

Trustee Alpay nominated Trustee Hatton-Hodson. There being no further nominations, nominations were closed by Trustee Alpay, seconded by Trustee Reardon. By a 7-0 vote Trustee Hatton-Hodson was elected President of the Board.

**Reorganization of  
the Board  
Agenda Item 1-3**

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,  
McNicholas, Pritchard, Reardon, and Student Advisor  
Akhil Patel  
NOES: None

President Hatton-Hodson declared that nominations were in order for Vice President. Trustee Alpay nominated Trustee Hanacek. There being no further nominations, nominations were closed by Trustee Alpay, seconded by Trustee Pritchard. By a 7-0 vote, Trustee Hanacek was elected Vice President of the Board.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,  
McNicholas, Pritchard, Reardon, and Student Advisor  
Akhil Patel  
NOES: None

President Hatton-Hodson declared nominations were in order for Clerk of the Board. Trustee Alpay nominated Trustee McNicholas. There being no further nominations, nominations were closed by Trustee Alpay, seconded by Trustee McNicholas. By a 7-0 vote, Trustee McNicholas was elected Clerk of the Board.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,  
McNicholas, Pritchard, Reardon, and Student Advisor  
Akhil Patel  
NOES: None

Dana Hills High School Blue Lantern Vocal Jazz Ensemble directed by Ray Woods presented a holiday musical performance.

**Musical  
Performance**

The Board recessed at 7:32 p.m. to reorganize the dais. President Hatton-Hodson reconvened the meeting at 7:40 p.m.

**Break**

Superintendent Vital thanked the Monarch Beach Sunrise Rotary for hosting the 25<sup>th</sup> Annual Vocational Day for Dana Hills and Aliso Niguel high school students; shared the District received an award for its Two-Way Language Immersion Programs from the Orange County Business Council; reported on her school visits since the October 22 Board meeting; stated her December Community letter addresses the new state standards implementation and plans for K-12 parent nights; and commented that she, along with Clark Hampton, Julie Hatchel, and Michelle Le Patner have been eating lunches with elementary, middle, and high school students and will be meeting with Dawn Davey to discuss ways to improve student lunches.

**Board and  
Superintendent  
Comments**

Trustee Hanacek reported she attended the Orange County GRIP Ford Mentorship Program event with Superintendent Vital; the dedication of the new playground equipment at R.H. Dana ENF with Trustee Jones; and she will be the keynote speaker at the Model United Nations event being held at Capistrano Valley High School on Saturday.

Trustee McNicholas shared she had attended the Aliso Viejo area vocal concert and the Special Olympics basketball tournament at Tesoro High School.

Trustee Jones stated she had attended the following District events: PTA Refection's Gallery Night; Aliso Viejo area choral concert; San Clemente High School's CIF game; Ambuehl's Jingle and Mingle; and toured Carl Hankey K-8 School with Superintendent Vital to observe their International Baccalaureate Program.

Student Advisor Akhil Patel thanked Trustee Hanacek for agreeing to be the keynote speaker to launch the opening of Model United Nations on Saturday.

Trustee Hatton-Hodson thanked her supporters who got her through the election and stated just as she is dedicating her next four years to District students, she is dedicating her presidency to Chris Korpi, a strong supporter of the District, who passed away recently.

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

**Oral  
Communications**

The following speakers addressed the Board:

- *LaVal Brewer congratulated the new Trustees on behalf of the CUSD Foundation and stated the Foundation is committed to partnering with the District to support all students.*
- *Ross Chung thanked the Trustees for serving and stated they are great leaders and can be counted on to make good decisions.*
- *Fran Sdao encouraged the Board to keep and act on their shared values, make their own decisions, and keep their hopes and dreams focused on the children of the District.*
- *Lisa Klipfel stated she wanted to commend the District for being progressive in developing the Intervention and Support Services Department and also shared her concerns on the District's current reading assessment based on information she received at a recent conference.*

- *Joe Ames requested the Board reconsider the District's decision to terminate the Memorandum of Understanding with the City of Dana Point.*

Trustee Alpay requested the record reflect that there was an empty chair in the front row of the audience in memory of Chris Korpi.

President Hatton-Hodson asked Trustees to select committees they want to serve on in 2015.

Trustee Reardon will serve as the District's representative on the Nominating Committee of the Orange County Committee on School District Organization with Trustee McNicholas serving as the alternate.

Trustee Jones will serve on the Orange County School Boards Political Action Group Effort (PAGE).

Trustees Hatton-Hodson, McNicholas, and Reardon all requested to serve on the IMRC. Since only two Trustees serve on this committee, Trustee consensus was to vote to select the two representatives after the other committee selections were completed.

Trustees selected to serve on the following ad hoc committees:

City of Aliso Viejo: Trustees McNicholas and Pritchard

City of Dana Point: Trustees Hanacek and McNicholas

City of Laguna Niguel: Trustees Jones and McNicholas

City of Mission Viejo: Trustees Jones and Reardon

City of Rancho Santa Margarita: Trustee Reardon

City of San Clemente: Trustees Alpay and Hanacek

City of San Juan Capistrano: Trustees Jones and Reardon

Trustee Hanacek will serve as an ex-officio member of the Capistrano Unified School District (CUSD) Foundation.

Trustee Pritchard will serve on the District Restructuring Council (DRC).

Trustees Alpay and Hanacek will serve on the Regional Occupational Program board and Trustee Jones will serve as the alternate.

It was moved by Trustee Alpay, seconded by Trustee McNicholas, and motion carried by a 7-0 vote to approve the selection of Trustees to serve on the County Committee on School District Organization, Political Action Group Effort (PAGE), City ad hoc committees, CUSD Foundation, District Restructuring Council (DRC), and South Coast Regional Occupational Program (ROP) for 2015, and to vote separately to select two Trustees to serve on the Instructional Materials Review Committee (IMRC).

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon, and Student Advisor Akhil Patel

NOES: None

President Hatton-Hodson stated the three Trustees who wished to serve on the IMRC were herself, Trustee McNicholas, and Trustee Reardon. Before voting to select the two Trustees to serve on this committee, Trustee Reardon asked if each Trustee would be appointing a community member to serve on the committee as in the past. President Hatton-Hodson responded yes. Trustee Reardon stated he would withdraw his name for consideration to serve on the committee as long as he can still make the appointment.

**Reorganization of  
the Board-  
Appointment to  
Committees  
Agenda Item 4**

It was moved by Trustee Alpay, seconded by Trustee Hanacek, and motion carried by a 7-0 vote to approve the selection of Trustees Hatton-Hodson and McNicholas to serve on the Instructional Materials Review Committee (IMRC) for 2015.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,  
McNicholas, Pritchard, Reardon, and Student Advisor  
Akhil Patel  
NOES: None

Superintendent Vital stated this is an annual resolution the Board approves to reaffirm the role of the Board. This year, the resolution has been amended to include the additions of the Board protocols the Superintendent and Board have been discussing in the Board and Superintendent Workshops.

**Role of the Board:  
Powers and  
Responsibilities  
Agenda Item 5**

It was moved by Trustee Hanacek, seconded by Trustee Reardon, and motion carried by a 7-0 vote to approve Resolution No. 1415-29, Role of the Board: Powers and Responsibilities.

ROLL CALL: AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,  
McNicholas, Pritchard, Reardon, and Student Advisor  
Akhil Patel  
NOES: None  
ABSENT: None  
ABSTAIN: None

## **DISCUSSION/ACTION**

Deputy Superintendent Clark Hampton stated this item will present the 2013-2014 fiscal year Annual Financial Report. Mr. Hampton introduced Shilo Gorospe from Vavrinek, Tine, Day & Co., LLP to present a summary of the audit report for the year ending June 30, 2014, and answer Trustee questions.

**Annual Financial  
Report  
Agenda Item 6**

It was moved by Trustee Pritchard, seconded by Trustee Hanacek, and motion carried by a 7-0 vote to receive the Annual Financial Report for the District for the fiscal year ending June 30, 2014.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,  
McNicholas, Pritchard, Reardon, and Student Advisor  
Akhil Patel  
NOES: None

Deputy Superintendent Clark Hampton provided a PowerPoint review of the budget, which covered 2014-2015 financial information and multi-year projections. Mr. Hampton stated staff is asking the Board to approve the First Interim Financial Report with a positive certification for 2014-2015, indicating the District will meet its financial obligations for the current and two subsequent fiscal years. *(The PowerPoint is posted on the District website: [www.capousd.org](http://www.capousd.org))*

**First Interim  
Report  
Agenda Item 7**

It was moved by Trustee Alpay, seconded by Trustee Jones, and motion carried by a 7-0 vote to approve the Certification of the 2014-2015 First Interim Report and Adoption of Resolution No. 1415-26, 2014-2015 Revenue and Expenditure Increases/Decreases.

ROLL CALL: AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon, and Student Advisor Akhil Patel  
 NOES: None  
 ABSENT: None  
 ABSTAIN: None

Deputy Superintendent Clark Hampton provided Trustees with a PowerPoint presentation summarizing the District's Road to Recovery Plan. Mr. Hampton stated the five recommended primary focus themes for 2014-2015 and 2015-2016 are: Safety; Student Services and Support; Curriculum and Instruction/Instructional Technology; Parent and Community Outreach; and Operational Efficiency. The emphasis in 2014-2015 is on Safety and Student Services and Support. Mr. Hampton concluded the PowerPoint by stating approval of the Recovery Plan would incorporate these funds into the 2014-2015 budget as illustrated in the Second Interim Report brought to the Board in the spring. *(The PowerPoint is posted on the District website: [www.capousd.org](http://www.capousd.org))*

**Recovery Plan  
Agenda Item 8**

Following discussion, it was moved by Trustee Reardon, seconded by Trustee McNicholas, and motion carried by a 7-0 vote to approve the 2014-2015 and 2015-2016 Road to Recovery budget allocation.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon, and Student Advisor Akhil Patel  
 NOES: None

It was moved by Trustee Alpay, seconded by Trustee Hatton-Hodson, and motion carried by a 7-0 vote to continue the proposed July through December 2015 School Board Meeting Schedule to the January 14 Board meeting to allow staff time to research if there is a problem with eliminating the August 12 meeting from the calendar.

**Board Meeting  
Schedule  
Agenda Item 9**

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon, and Student Advisor Akhil Patel  
 NOES: None

President Hatton-Hodson asked Trustees for items they wished to pull from the Consent Calendar. Agenda items 13 and 37 were pulled.

**Items Pulled from  
the Consent  
Calendar**

# **CONSENT CALENDAR**

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

Minutes of the November 12, 2014, regular Board meeting.

**Minutes  
Agenda Item 10**

Minutes of the November 17, 2014, Board/Superintendent Workshop.

**Minutes  
Agenda Item 11**

Single School Plans for Student Achievement and Budgets (SPSA) for the 2014-2015.

**Single School Plans  
for Student  
Achievement and  
Budget  
Agenda Item 12**

Purchase orders, warrants, and previously Board-approved bids and contracts as listed.	<b>Purchase Orders/Warrants Agenda Item 14</b>
Donations of funds and equipment.	<b>Donations Agenda Item 15</b>
District standardized Independent Contractor, Professional Services, Master Contract, and Field Service Agreements.	<b>Professional Services Agreements Agenda Item 16</b>
Ratification of special education Informal Dispute Resolution Case #102614.	<b>Informal Dispute Resolution Agreement Agenda Item 17</b>
Appointment of Bridget Harvey, Kim Horner, Lisa Klipfel, Janette Morey, Shadi Pourkashef, and Mercedes Wagner to serve as Community Advisory Committee (CAC) voting members for the 2015 and 2016 calendar years.	<b>CAC Members Agenda Item 18</b>
Memorandum of Understanding with Saddleback Valley Unified School District (SVUSD) for the purpose of implementing special education services and programs.	<b>MOU with SVUSD Agenda Item 19</b>
Resolution No. 1415-27 authorizing the Annual and Five-Year Reportable Fees Reports for Fiscal Year 2013-2014, in compliance with Government Code §66001 and §66006.	<b>Annual Five Year Reportable Fees Report Agenda Item 20</b>
Ratification of the Agreement for LCAP Infographic Services Full Service Option with GOBO, LLC.	<b>LCAP Infographic Services Agenda Item 21</b>
Amendment No. 2 to Agreement Bid No. 1112-10 for tree trimming services provided by West Coast Arborists, Incorporated.	<b>Agreement Amendment Agenda Item 22</b>
Amendment No. 1 to Agreement to Modify Restrictions on the Property Located at 2C Liberty in the City of Aliso Viejo between the Capistrano Unified School District and Shea Homes Limited Partnership.	<b>Agreement Amendment Agenda Item 23</b>
Amendment No. 2 to the Use of Facilities Lease Agreement for the 2015-2020 School Years with Journey Charter School at the Foxborough campus.	<b>Agreement Amendment Agenda Item 24</b>
Extension of Independent Contractor Agreement No. I1011110 with MTGL, Incorporated, to provide special inspections and materials testing, as required by the District.	<b>Agreement Extension Agenda Item 25</b>
Extension of Agreements Bid. No. 1314-15 with Certified Transportation Services, Incorporated; JFK Transportation Co., Incorporated; Transportation Charter Services, Incorporated; Pacific Coast Sightseeing Tours & Charters, Incorporated; and First Student, Incorporated, to provide transportation services, as needed by the District.	<b>Agreement Extension Agenda Item 26</b>
Extension of Agreement Bid. No. 1314-18 with Gilbert & Stearns, Incorporated, to provide repairs related to electrical services for all sites within the District.	<b>Agreement Extension Agenda Item 27</b>

Award of Bid No. 1415-08, Elevator Service to Vertical Transport, Incorporated.	<b>Bid Award – Elevator Service Agenda Item 28</b>
Award of Request for Proposal No. 3-1415, Classified Service Classification and Compensation Study to Ewing Consulting, Incorporated.	<b>RFP Award – Classification and Compensation Study Agenda Item 29</b>
Shorecliffs Middle School Roof Replacement and Repainting Project; Approval of the Agreement for Architectural and Related Services; and Approval to Advertise for Bid No. 1415-16, Shorecliffs Middle School Roof Replacement and Repainting Project.	<b>Shorecliffs MS Roof/Repainting Agenda Item 30</b>
Oxford Preparatory Academy New Portable Restroom Building and Locker Room Conversion; Approval of the Agreement for Architectural and Related Services.	<b>OPA Upgrades Agenda Item 31</b>
Resolution No. 1415-28, Approval of Internal Connections Equipment and Services Request for Proposals Process.	<b>Internal Connections Equipment/Service RFP Process Agenda Item 32</b>
Advertise for Request for Proposal (RFP) No. 6-1415, E-Rate Category Two Internal Connections Equipment and Services.	<b>Advertise RFP – E-Rate Category Agenda Item 33</b>
Advertise Request for Qualifications and Proposals (RFQ-P) No. 5-1415 to provide pre-construction and construction management services for Esencia K-8 School.	<b>Esencia K-8 Construction Management Services Agenda Item 34</b>
Advertise for bids to install, maintain, and repair refrigeration equipment, as requested by the District.	<b>Advertise for Bids– Refrigeration Equipment Agenda Item 35</b>
Advertise for bids to move and reconfigure relocatable buildings, as requested by the District.	<b>Advertise for Bids– Relocatable Buildings Agenda Item 36</b>
Resignations, retirements, and employment of certificated personnel.	<b>Resignations/ Retirements/ Employment (Certificated Personnel) Agenda Item 38</b>
Acceptance of the Memorandum of Understanding with the California School Employees Association, Chapter 224 for November 1, 2014, through June 30, 2015, regarding the Identification Badge Pilot Program.	<b>MOU with CSEA Agenda Item 39</b>



Acceptance of Williams Settlement Legislation First Quarter Report.

**Williams  
Settlement  
Agenda Item 40**

ROLL CALL: AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,  
McNicholas, Pritchard, Reardon, and Student Advisor  
Akhil Patel  
NOES: None  
ABSENT: None  
ABSTAIN: None

President Hatton-Hodson pulled this item because there were three blue cards submitted to speak to the item.

**MOU with  
Breakthrough SJC  
Agenda Item 13**

The following speakers addressed the Board:

- Lorena Martinez, Fari Valji, and Natalia Cearcia thanked Trustees for their support and partnership in the Breakthrough San Juan Capistrano program and gave personal testimonies from the perspective of Director, teacher, and student on the impact of the academic support for secondary students.

It was moved by Trustee Hatton-Hodson, seconded by Trustee Reardon, and motion carried by a 7-0 vote to approve the Memorandum of Understanding with Breakthrough San Juan Capistrano, through the 2015-2016 school year.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,  
McNicholas, Pritchard, Reardon, and Student Advisor  
Akhil Patel  
NOES: None

Trustee Jones stated she needed to abstain from voting on this item.

It was moved by Trustee Alpay, seconded by Trustee Reardon, and motion carried by a 6-0-1 vote to approve the resignations, retirements, and employment of classified personnel.

**Resignations/  
Retirements/  
Employment  
(Classified  
Personnel)  
Agenda Item 37**

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, McNicholas,  
Pritchard, Reardon, and Student Advisor Akhil Patel  
NOES: None  
ABSENT: None  
ABSTAIN: Trustee Jones

At 9:05 p.m. President Hatton-Hodson announced the Board would recess to closed session to confer with Legal Counsel regarding Anticipated Litigation, Item 3C.

**Recess to Closed  
Session**

The Board reconvened to Open Session at 9:41 p.m. and President Hatton-Hodson reported the following action taken during closed session:

**Report out from  
Closed Session**

### **Agenda Item #3 C – Conference with Legal Counsel – Anticipated Litigation: 2 cases**

The Board gave direction to staff for one case and no action was taken on the other case. Attorney Dan Shinoff was present in closed session for this item.

It was moved by Trustee Alpay, seconded by Trustee Hanacek, and motion carried by a 7-0 vote to adjourn the meeting.

## **Adjournment**

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,  
McNicholas, Pritchard, Reardon, and Student Advisor  
Akhil Patel  
NOES: None  
ABSENT: None  
ABSTAIN: None

President Hatton-Hodson announced the meeting adjourned at 9:43 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*

## Membership Benefits

May 2014

CSBA shares the commitment of local school governance leaders to provide high-quality education and ensure student achievement and success. Membership in CSBA gives board members and administrators access to high-quality resources that help them fulfill their complex governance and leadership roles. The benefits of membership far outweigh the cost.

CSBA's range of critical support and services includes but is not limited to:

- **Legislative Advocacy** — Lobbying on state budget and other education issues at the state and federal levels, including the Local Control Funding Formula, Local Control Accountability Plans, Common Core, finance, flexibility, governance, teacher evaluation and quality, transportation, facilities, standards and assessment, accountability, special education, charter schools, career technical education, pension reform, the Elementary and Secondary Education Act and more
- **Policy and Programs** — Advocacy, advisories and analysis on emerging education issues, including LCFF implementation and LCAP development, Common Core implementation, the State Board of Education, English learners, governance, linked learning, blended learning, suspension/expulsion, homelessness, physical education, foster youth, at-risk students, bullying, teacher burnout and more
- **Communications** — Media advocacy and public engagement (e.g., the Governance First campaign), op-eds, CSBA website, MyCSBA blog, Engage CSBA online community, social media (Facebook, Twitter and YouTube), California School News (weekly email and monthly printed), California Schools quarterly magazine and more
- **Policy Services/Governance Technology Services** — GAMUT™ Online, Policy Online, Manual Maintenance, Policy Development Workshops, 650+ sample board policies, Agenda Online (electronic board meeting agenda service) and more
- **Education Legal Alliance** — Litigation initiated and supported, and guidance provided on issues including school finance, special education, state mandate deferrals/reimbursement, charter schools, administration of insulin and more
- **Leadership Development/Governance Consulting** — Annual Education Conference and Trade Show, Institute for New and First-Term Board Member, Education Insights@CSBA webinars, Brown Act Workshop, Board President's Workshop, Back-to-School Webcast, Forecast Webcast, Masters in Governance program, Governance Consulting Services and more
- **Financial and District Services** — Executive Search Service, Cash Reserve (TRANS), Solar Schools, Practi-Cal (Medical claiming), Telecom and Utility Recovery, Partnering4SpecialEd, Mandate Prep/SiteServ, GASB 45 Solutions and more

CSBA provides a broader range of support and services than any other statewide education organization. And CSBA is the only organization representing the local governance perspective in improving public education.

*CSBA services that benefit all members are provided as part of the membership package. Other services, that meet specific needs and benefit specific members, are offered at an additional fee.*

[www.csba.org](http://www.csba.org)



## 2014-15 Membership for Capistrano USD

December 2014

### CSBA Membership

**Full-year dues**     **\$17,271**

**Pro-rated dues**     **\$7,196**

CSBA is a collaborative group of nearly all of the state's more than 1,000 school districts and county offices of education. It brings together school governing boards and their districts and county offices on behalf of California's children. CSBA is a member-driven association that supports the governance team – school board members, superintendents and senior administrative staff – in its complex leadership role. CSBA develops, communicates, and advocates the perspective of California school districts and county offices of education. (See attached brief summary of membership benefits and visit [www.csba.org](http://www.csba.org) for more information.)

### Education Legal Alliance Membership

**Full-year dues**     **\$4,318**

**Pro-rated dues**     **\$1,799**

CSBA's Education Legal Alliance initiates and supports litigation in cases of statewide significance to all California schools. It successfully pursues and defends the broad spectrum of statewide public education interests in the courts and before state agencies. Working with school attorneys throughout the state, the Alliance is a powerful force taking schools' side in the courts. In cases ranging from property tax administration fees to the special education mandated cost claim, the Alliance has proven highly effective, both saving and gaining schools literally millions of dollars and protecting the governance role of the board.

### GAMUT Online Service

**Full-year fee**     **\$5,250**

**Pro-rated fee**     **\$2,188**

The GAMUT Online policy information service provides easy access to CSBA's more than 650 sample policies, regulations and bylaws, pertinent laws and other resources. GAMUT Online is updated continuously. It includes all of CSBA's sample policies, the entire Education Code, Title 5, other referenced state and federal code sections, California Department of Education advisories, a "keyword" index, and the ability to easily download sample policies and regulations to word processing programs for editing. Email notifications let you know when the CSBA sample policy manual has been updated on GAMUT Online.

Contact: Susan Swigart  
Senior Director, Membership Development and Support  
[sswigart@csba.org](mailto:sswigart@csba.org)

Local Control Accountability Plan  
Parent Advisory Committee Members

2014-2015

Parent Name	School(s)
Sean Finnegan	Niguel Hills Middle Dana Hills High
Kari Hallowell	San Juan Elementary
Wendy Johnston	Tijeras Creek Elementary
Shaila Nagarkar	Capistrano Valley High
Jody Payne	Dana Hills High
Yuuka Payne	Hidden Hills Elementary
Amanda Pinkerman	Vista Del Mar Elementary Vista Del Mar Middle
S.M. "Mike" Pouraryan	Aliso Viejo Middle
Daniela Radu	Bathgate Elementary
Alicia Riding	Don Juan Avila Middle
Nathaniel Ritscher	Wagon Wheel Elementary Las Flores Middle
Robert Toomey	Wood Canyon Elementary
Olivia Velazquez	Wagon Wheel Elementary Tesoro High
Alternate: Sonia Moser	John Malcom Elementary Niguel Hills Middle



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 14 - 15****Amendment 01****DATE:** July 01, 2014**CONTRACT NUMBER:** CSPP-4309**PROGRAM TYPE:** CALIFORNIA STATE

PRESCHOOL PROGRAM

**PROJECT NUMBER:** 30-6646-00-4**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

Budget Act/Rate Increase

**CONTRACTOR'S NAME:** CAPISTRANO UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2014 designated as number CSPP-4309 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$2,210,692.00 and inserting \$2,521,512.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$34.38 and inserting \$36.10 in place thereof.

**SERVICE REQUIREMENTS**

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 64,302.0 and inserting 69,848.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 180. (No change)

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contracts, Purchasing and Conference Services		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 310,820	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 2,210,692	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,521,512	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER See Attached		T.B.A. NO.		B.R. NO.	

EXHIBIT 10

CONTRACTOR'S NAME: CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-4309

## Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -3,321	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal
PRIOR AMOUNT ENCUMBERED \$ 95,608	(OPTIONAL USE)0656 FC# 93.596 13609-6646	PC# 000321
TOTAL AMOUNT ENCUMBERED TO DATE \$ 92,287	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A STATUTE 2014 FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 5,165	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal
PRIOR AMOUNT ENCUMBERED \$ 45,609	(OPTIONAL USE)0656 FC# 93.575 15136-6646	PC# 000324
TOTAL AMOUNT ENCUMBERED TO DATE \$ 50,774	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A STATUTE 2014 FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 293,948	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General
PRIOR AMOUNT ENCUMBERED \$ 1,914,993	(OPTIONAL USE)0656 23038-6646	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,208,941	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A STATUTE 2014 FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 15,028	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General
PRIOR AMOUNT ENCUMBERED \$ 154,482	(OPTIONAL USE)0656 23254-6646	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 169,510	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A STATUTE 2014 FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590	

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



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

**RESOLUTION NO. 1415-30**

**RESOLUTION FOR AMENDMENTS TO AGREEMENT CSPP-4309 WITH THE  
CALIFORNIA DEPARTMENT OF EDUCATION FOR THE PUPOSE OF PROVIDING  
CHILD CARE AND DEVELOPMENT SERVICES**

*BE IT RESOLVED* the Board of Trustees of the Capistrano Unified School District has approved the ratification of Amendment 01 to Contract No. CSPP-4309 with the California Department of Education for Child Development Services. Amendment 01 increases the Maximum Reimbursable Rate from \$2,210,692 to \$2,521,512 from July 1, 2014, to June 30, 2015. This Agreement provides services related to preschool age children to enhance optimal early childhood development and school readiness.

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

PASSED AND ADOPTED THIS 14<sup>th</sup> Day of January 2015, by the Board of Trustees of the Capistrano Unified School District, County of Orange, California.

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

I, Kirsten M. Vital, 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 January 2015, by a roll call vote.

\_\_\_\_\_  
Martha McNicholas  
Clerk of the Board of Trustees

\_\_\_\_\_  
Kirsten M. Vital  
Superintendent  
Secretary of the Board of Trustees





## **STUDENT TEACHING MEMORANDUM OF UNDERSTANDING**

**THIS AGREEMENT** entered into by and between **Azusa Pacific University**, hereinafter called the **UNIVERSITY** and **Capistrano USD**, hereinafter called the **DISTRICT**:

### **WITNESSETH**

**WHEREAS**, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing as a teacher education institution (Ed. Code Section 44227), to provide student teaching experience and to provide supervised field experience as may be called for in the requirements of the various authorized credentials for public school service; and

**WHEREAS**, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

**WHEREAS**, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District;

**NOW, THEREFORE**, it is mutually agreed upon between the parties as follows:

#### **I.**

The District shall provide teaching experience through student teaching in schools and classes of the district for students of the University who possess a valid certificate of clearance and are assigned by the University to student teaching in schools or classes of the District. 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 the University through their duly authorized representatives may agree upon.

The District may, for good cause, refuse to accept for student teaching any student of the University assigned to student teaching in the District and upon request of the District, made for good cause, the University shall terminate the assignment of any student of the University to student teaching in the District.

"Student teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid credentials issued by the Commission on Teacher Credentialing, other than emergency or intern credentials, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching is provided.

## **II.**

### **Student Teaching**

"Full-time student teaching" is an assignment for the regular school day for the full 18-week public school semester, including all adjunct duties normally performed by a teacher.

At the secondary level, a full-time assignment is four periods of student teaching, one period of planned observation, and one preparation period for eighteen weeks. For this, the University will pay the District for performance by the District of all services required at the rate of two hundred dollars (\$200) for each full-time student teacher. For the summer internship program, a full-time assignment is four periods of student teaching for six weeks.

For special education, a full-time assignment is a full school day in an appropriate mild/moderate or moderate/severe setting for eighteen weeks. For this, the University will pay the District for performance by the District of all services required at the rate of two hundred dollars (\$200) for each full-time student teacher.

At the elementary level a full-time assignment is nine weeks in a primary (K-3) classroom and nine weeks in an intermediate (4-6) classroom. For this, the University will pay the District for performance by the District of all services required at a rate of one hundred dollars (\$100) for each full-time student teacher.

## **III.**

An assignment of a student of the University to student teaching in schools or classes of the District shall be, at the discretion of the University for approximately one semester and, as much as possible, shall begin on the first day of the District semester and continue through the last day of the District semester.

## **IV.**

Within a reasonable time following the close of each assignment, the District shall submit an invoice, in duplicate, to the University for payment, at the rate provided herein, for all student teaching assignments provided by the District under and in accordance with this agreement during said semester.

## **V.**

Neither the University nor the District will provide transportation for students between the UNIVERSITY and the District school. Each student shall be responsible for his or her transportation.

## **VI.**

The District shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. The University shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees and students.

The District shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability

insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees, agents, and students. The District shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees, agents, and students.

The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request.

#### **VII.**

All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify students that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

#### **VIII.**

The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's students while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and students of the University within the prescribed framework.

#### **IX.**

The University shall indemnify, save and hold harmless the District, its officers, directors, agents and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of the University, and its officers, directors, agents, students and employees during the course and scope of a University student's clinical training.

The District shall indemnify, save and hold harmless the University, its officers, directors, agents and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of the District, and its officers, directors, agents or employees during the course and scope of a University student's clinical training.

#### **X.**

The term of this agreement shall commence on **July 1<sup>st</sup>, 2014** and terminate on **June 30<sup>th</sup>, 2017**.

#### **XI.**

Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement,

students who have not yet completed their student-teaching assignment may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a student from the classroom at any time.

The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.

**Execution in Counterparts and by Facsimile or Email.** This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any Party who signed it.

The following signatures hereby indicate approval of this contract:

**Azusa Pacific University**

**Capistrano USD**



By \_\_\_\_\_

Rebekah C. Harris

Director of Credentials and Student Placements

By \_\_\_\_\_

Title \_\_\_\_\_

Date 05/20/2014

Date \_\_\_\_\_

Board of Trustees Purchase Order Listing

\*===== Fiscal Year: 2014-15 =====\*

Board of Trustees Meeting.....JANUARY 14, 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
=====				
			0 Purchase Orders	\$0.00

EXHIBIT 12

Attachment 1

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2014-15 =====\*  
Board of Trustees Meeting.....JANUARY 14, 2015

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
343096	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	746.97
343097	1	ORANGE COUNTY DEPT OF EDUCAT	Serv& Op/Instrctn/JSHS	900.00
343098	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	24,940.00
343099	1	OAK GROVE INSTITUTE	Residtl /NPS /Dstrctwd	19,375.00
			Sub MHBC/NPS /Dstrctwd	38,088.65
			Sub MHBC/PsychSer/Dstrctwd	38,088.65
343100	11	MCGRAW-HILL SCHOOL EDUCATION	InstMtls/Instrctn/Dstrctwd	64.13
343101	1	PERMA-BOUND	K-12Text/Instrctn/SJHHS	2,594.27
343102	1	PERMA-BOUND	K-12Text/Instrctn/Tesoro	1,413.72
343103	1	CHENG & TSUI CO INC	InstMtls/Enterprs/Tesoro	990.79
343104	1	GOLDEN RULE BINDERY	9-12Text/Instrctn/Dstrctwd	697.33
343105	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LF Elem	2,500.00
343106	1	SCHOOL SPECIALTY	SpplsNonI/HlthServ/Dstrctwd	55.06
343107	1	FUN AND FUNCTION	SpplsNonI/HlthServ/Dstrctwd	134.83
343108	1	CAL STAGE & LIGHTING INC	SpplsNonI/Sch Adm /CVHS	191.96
343109	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/DHHS	268.93
343110	1	SCHOOL HEALTH CORPORATION	SpplsNonI/Sch Adm /RH Dana	13.94
343111	1	THERAPRO	SpplsNonI/HlthServ/Dstrctwd	82.17
343112	1	ACER SERVICES CORPORATION	Rnt&Repr/TIS /Dstrctwd	1,000.00
343113	1	DENAULT'S HARDWARE	SpplsNonI/RR:Bldgs/Dstrctwd	15.54
343114	1	SCANTRON	InstMtls/Instrctn/SMS	113.77
343115		VOID	VOID	0.00
343116		VOID	VOID	0.00
343117	14	JOHNSTONE SUPPLY	Rntl:Oth/RR:Bldgs/ANHS	28,402.10
343118	1	EVERYTHING MEDICAL LLC	St Rcpts/Undesig /Dstrctwd	109.51
343119	1	WAXIE	St Rcpts/Undesig /Dstrctwd	5,325.78
343120	1	SOCIAL THINKING PUBLISHING	InstMtls/SE0thIns/Dstrctwd	5,210.80
343121	1	STOTZ EQUIPMENT	F&EInstl/RR:Grnds/Dstrctwd	56,863.08
343122	1	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/Dstrctwd	200,000.00
343123	1	DELL COMPUTER	SpplsNonI/TIS /Dstrctwd	123.92
343124	1	DELL COMPUTER	NonCapEq/Libr&Med/Dstrctwd	1,321.26
343125	1	BERNICE AYER ASB	Serv& Op/Instrctn/Dstrctwd	200.00
343126	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/AVMS	1,341.36
343127	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/ANHS	3,348.00
343128	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/SE0thIns/Dstrctwd	366.12
343129	1	PRO-ED	InstMtls/SE0thIns/Dstrctwd	82.49
343130	14	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/DHHS	3,693.75
			Rntl:Oth/RR:Bldgs/Dana ENF	2,257.60
343131	1	SCHOOL HEALTH CORPORATION	InstMtls/SE0thIns/Dstrctwd	198.31
343132	1	R J COOPER & ASSOC INC	SpplsNonI/HlthServ/Dstrctwd	121.92
343133	1	R J COOPER & ASSOC INC	SpplsNonI/HlthServ/Dstrctwd	174.04
343134	1	DELTA EDUCATION	InstMtls/Instrctn/Viejo	526.77
343135	1	PRO-ED	InstMtls/SE0thIns/Dstrctwd	214.35
343136	1	HIGH NOON BOOKS	InstMtls/Instrctn/MFMS	128.30
343137	1	USTA	Conf:Ins/Instrctn/Dstrctwd	700.00



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PO No.	Fund	Vendor	Description	Amount
343138	1	ATKINSON ANDELSON LOYA	Legal /Prsnl:HR/Dstrctwd	120,000.00
343139		VOID	VOID	0.00
343140	1	ATKINSON ANDELSON LOYA	Legal /SuppSvcs/Dstrctwd	15,000.00
343141	1	JUDY LEMM CONSULTING	Serv& Op/Prsnl:HR/Dstrctwd	5,000.00
343142	1	OCEAN INSTITUTE	FieldTrp/Instrctn/San Juan	1,620.00
343143		VOID	VOID	0.00
343144	1	GOBO LLC	Serv& Op/Bus/Fisc/Dstrctwd	3,000.00
343145	1	COMMERCIAL AQUATIC SERVICES	Serv& Op/RR:Bldgs/Dstrctwd	50,000.00
343146	1	TIME AND ALARM SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
343147	1	IMAGE 2000	InstMtls/Instrctn/Tesoro	954.84
343148	1	IMAGE 2000	SpplsNonI/Enterprs/Bathgate	742.12
343149	1	APPLE COMPUTER INC	SpplsNonI/SupvAdmn/Dstrctwd	300.00
			NonCapEq/Sch Adm /Cal Prep	112.32
343150	1	ACT COMPUTER SERVICES	Serv& Op/Instrctn/Dstrctwd	25,800.00
343151		VOID	VOID	0.00
343152	1	CAMP HIGH TRAILS OUTDOOR	FieldTrp/Instrctn/LadraElm	32,484.00
343153	1	MISSION SAN JUAN CAPISTRANO	FieldTrp/Instrctn/Bathgate	1,240.00
343154	1	NSTA	Conf:Ins/Instrctn/Dstrctwd	3,515.00
343155	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Las Palm	900.00
343156	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Las Palm	600.00
343157	1	RANCHO MISSION VIEJO LAND	FieldTrp/Instrctn/Concordi	1,160.00
343158	1	DELTA EDUCATION	InstMtls/Instrctn/Dstrctwd	386.16
343159	1	PARADIGM HEALTH CARE SERVICES	Serv& Op/SupvAdmn/Dstrctwd	86,000.00
343160	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	24,080.00
343161	1	NEW HAVEN SCHOOL	CnsltNon/GuidCnsl/Dstrctwd	5,606.49
343162	1	OLIVE CREST ACADEMY CANAL ELEM	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	7,461.00
343163	1	COASTAL BLUE	SpplsNonI/Grph Art/Dstrctwd	230.10
343164	1	COASTAL BLUE	SpplsNonI/Grph Art/Dstrctwd	184.68
343165	13	GOLD STAR FOODS INC	FdPrshbl/FoodServ/Dstrctwd	35,000.00
343166	1	MHS RESEARCH DEPARTMENT	SpplsNonI/PsychSer/Dstrctwd	1,787.96
343167	1	CURRICULUM ASSOCIATES	SpplsNonI/PsychSer/Dstrctwd	206.00
343168	1	PEARSON ASSESSMENTS	SpplsNonI/PsychSer/Dstrctwd	327.00
343169	1	PEARSON ASSESSMENTS	SpplsNonI/Spch Aud/Dstrctwd	265.00
343170	13	DOWNTOWN FORD SALES	LrgEqip/FoodServ/Dstrctwd	73,875.46
343171		VOID	VOID	0.00
343172	13	OFFICE DEPOT	OffFdSrv/FoodServ/Dstrctwd	3,500.00
343173	1	PEARSON ASSESSMENTS	SpplsNonI/PsychSer/Dstrctwd	1,101.02
343174	1	ADVANCED KEYBOARD TECH INC	InstMtls/SEOthIns/Dstrctwd	232.32
343175	1	CHEFS' TOYS	SpplsNonI/Op:Grnds/Dstrctwd	2,102.63
343176		VOID	VOID	0.00
343177	1	ADVANCED KEYBOARD TECH INC	InstMtls/SEOthIns/Dstrctwd	237.72
343178	1	ORIENTAL TRADING CO	InstMtls/Instrctn/Bathgate	30.48
343179	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Oak Grv	3,000.00
343180	1	STENHOUSE PUBLISHERS	InstMtls/Instrctn/Las Palm	82.76
343181	1	ESCO EAR SERVICE CORP	Serv& Op/HlthServ/Dstrctwd	454.00
343182	1	WEST COAST ARBORISTS INC.	Rntl:Oth/Op:Grnds/Dstrctwd	20,000.00
343183	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /Kinoshta	1,020.60
343184	1	SCHOOL SPECIALTY	InstMtls/Instrctn/SCHS	52.10
343185	1	SCHOOL SPECIALTY	InstMtls/Instrctn/RH Dana	312.60

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PO No.	Fund	Vendor	Description	Amount
343186	1	LEARNING A-Z	InstMtls/Instrctn/Las Palm	3,771.76
343187	1	MARKERBOARD PEOPLE	InstMtls/Instrctn/Dstrctwd	1,295.46
343188	1	CAMCOR INC	InstMtls/SDCInstr/Dstrctwd	11,758.48
343189	1	CAMCOR INC	InstMtls/Instrctn/Tesoro	82.95
343190	1	WAL MART S.C.	InstMtls/Instrctn/CapoHome	500.00
343191	1	PROFESSIONAL TUTORS OF AMERICA	Serv& Op/Instrctn/Dstrctwd	16,500.00
343192	1	HELEN'S DESIGN	InstMtls/Instrctn/FNMS	930.96
343193	1	CREATIVE COOKBOOK COMPANY	InstMtls/Instrctn/AVMS	1,389.00
343194	1	CEREBELLUM CORPORATION	InstMtls/Instrctn/SCHS	44.64
343195	1	INSIGHT SYSTEMS EXCHANGE	SpplsNonI/Sch Adm /Lgna Nig	16.20
343196	1	DELL COMPUTER	SpplsNonI/TIS /Dstrctwd	1,278.79
343197		VOID	VOID	0.00
343198	1	PBS HOME VIDEO	InstMtls/Instrctn/SCHS	250.81
343199	1	CDWG Inc	InstMtls/Instrctn/NHMS	1,749.44
343200	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/NHMS	171.50
343201	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/Tesoro	410.29
343202	1	DISNEY EDUCATIONAL PRODUCTIONS	InstMtls/Instrctn/SCHS	226.65
343203	1	BUREAU EDUCATION & RESEARCH	Serv& Op/Instrctn/STBRKK-6	235.00
343204	1	BUREAU EDUCATION & RESEARCH	Serv& Op/Instrctn/Stnybrke	235.00
343205	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/Benedict	990.00
343206	1	FLIBS	Conf:Ins/Instrctn/SCHS	880.00
343207	1	DISCOVERY EDUCATION	InstMtls/Instrctn/SCHS	62.45
343208	1	FLIBS	Conf:Ins/Instrctn/SCHS	880.00
343209	1	ROCHESTER 100/NICKY'S FOLDERS	InstMtls/Instrctn/OsoGrand	118.80
343210	1	JACQUELINE BORTHWICK	CnsltNon/PsychSer/Dstrctwd	6,500.00
343211	1	NASCO WEST	InstMtls/Instrctn/SMS	1,262.57
343212	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Instrctn/RH Dana	423.31
343213		VOID	VOID	0.00
343214	1	SOLIAN HEALTH INC	CnsltSvs/Aid:Inst/Dstrctwd	24,999.00
			SubInCon/Aid:Inst/Dstrctwd	15,001.00
343215	1	PERKINS, MARGARET CLAIRE	CnsltNon/Spch Aud/Dstrctwd	5,000.00
			CnsltNon/SupvAdmn/Dstrctwd	2,500.00
			CnsltSvs/SEOthIns/Dstrctwd	2,500.00
343216	1	STADEL, ANDREW	Serv& Op/Instrctn/Dstrctwd	3,000.00
343217	1	TEACHING ENGLISH MATERIALS LLC	InstMtls/Instrctn/Las Palm	3,108.00
343218	1	DOWNTOWN FORD SALES	F&ENonIn/Warehse /Dstrctwd	58,429.26
343219	1	CALIFORNIA WEEKLY EXPLORER INC	FieldTrp/Instrctn/VdelMarE	2,040.00
343220	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Marblehd	22,816.00
343221	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Moulton	11,200.00
343222	1	MEET THE MASTERS INC	FieldTrp/Instrctn/OsoGrand	248.00
343223	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Benedict	405.00
343224	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Benedict	405.00
343225	1	KEY DATA SYSTEMS	Serv& Op/Instrctn/Dstrctwd	16,500.00
343226	1	ENVIRONMENTAL NATURE CENTER	FieldTrp/Instrctn/Bathgate	185.00
343227	1	YMCA OF ORANGE COUNTY	Serv& Op/Instrctn/Viejo	17,000.00
343228	1	PERKINS SCHOOL FOR THE BLIND	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	72,789.99
			Sub MHBC/NPS /Dstrctwd	72,789.99
			Sub MHBC/PsychSer/Dstrctwd	72,790.00
343229	1	OFFICE DEPOT	SpplsNonI/Purch /Dstrctwd	348.14

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PO No.	Fund	Vendor	Description	Amount
343230	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/RSPInstr/Dstrctwd	58.84
343231	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Instrctn/Las Palm	291.69
343232	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Instrctn/OsoGrand	304.02
343233	1	CEREBELLUM CORPORATION	InstMtls/Instrctn/SCHS	39.88
343234	1	PERMA-BOUND	9-12Text/Instrctn/Dstrctwd	2,341.44
343235	1	FOLLETT SCHOOL SOLUTIONS INC	Bks&Ref /Instrctn/ANHS	1,500.00
343236	25	DECISIONINSITE LLC	Serv& Op/Fac Acq /Dstrctwd	75,000.00
343237	1	NASCO WEST	InstMtls/Instrctn/LRMS	39.66
343238	1	COLLABORATION SOLUTIONS	SpplsNonI/Sch Adm /DHHS	976.55
343239	1	SCHOLASTIC INC	InstMtls/Instrctn/CVHS	115.34
343240		VOID	VOID	0.00
343241	1	CATHY FOSNOT	InstMtls/Instrctn/Dstrctwd	307.80
343242		VOID	VOID	0.00
343243	1	SMART & FINAL IRIS #399	InstMtls/SEOthIns/Dstrctwd	1,000.00
343244	1	SCHOOL HEALTH CORPORATION	InstMtls/SEOthIns/Dstrctwd	262.03
343245	1	ARBOR SCIENTIFIC	InstMtls/Instrctn/SCHS	145.04
343246	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/SCHS	367.03
343247	1	OFFICE DEPOT	InstMtls/Instrctn/Dstrctwd	295.60
343248	1	INSIGHT SYSTEMS EXCHANGE	SpplsNonI/SupvAdmn/Dstrctwd	446.89
			SpplsNonI/Sch Adm /RH Dana	622.31
343249	1	SCHOOL HEALTH CORPORATION	InstMtls/SEOthIns/Dstrctwd	217.07
343250	1	CLASSROOM SUPPLY MART	SpplsNonI/Sch Adm /Castille	116.26
343251	1	SMART & FINAL IRIS #399	InstMtls/SEOthIns/Dstrctwd	1,500.00
343252	1	NASCO WEST	InstMtls/Instrctn/SCHS	482.54
343253	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Dstrctwd	1,830.60
343254	1	CASBO	CnfrNonI/Bus/Fisc/Dstrctwd	395.00
343255	1	CASBO	CnfrNonI/Sch Adm /LRMS	295.00
343256	1	NSTA	Conf:Ins/Instrctn/Dstrctwd	740.00
343257	1	DELL COMPUTER	NonCapEq/Instrctn/LRMS	2,129.02
343258	1	SMART & FINAL IRIS #399	InstMtls/SEOthIns/Dstrctwd	1,500.00
343259	1	APPLE COMPUTER INC	SpplsNonI/Sch Adm /BAMS	149.04
343260	1	SMART & FINAL IRIS #399	InstMtls/SEOthIns/Dstrctwd	500.00
343261	1	PRO-ED	SpplsNonI/Spch Aud/Dstrctwd	250.04
343262	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Las Palm	4,893.84
343263	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Dstrctwd	7,087.64
343264	1	SMART & FINAL IRIS #399	InstMtls/SEOthIns/Dstrctwd	500.00
343265	1	APPLE COMPUTER INC	NonCapEq/Instrctn/ANHS	4,069.20
343266		VOID	VOID	0.00
343267	1	LIFETRENDS GROUP	SpplsNonI/Sch Adm /Tesoro	95.67
343268	1	SMART & FINAL IRIS #399	InstMtls/SEOthIns/Dstrctwd	500.00
343269	1	BLU-WISE MGMT INC	InstMtls/Instrctn/SCHS	97.20
343270	1	SHOPS AT MISSION VIEJO, THE	InstMtls/Instrctn/FrshStrt	1,508.85
343271	1	RIDDELL	InstMtls/CurAthlt/DHHS	1,136.37
343272	1	CAMCOR INC	InstMtls/Instrctn/NHMS	88.83
343273	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/OsoGrand	24.50
343274	1	CDWG Inc	InstMtls/Instrctn/Dstrctwd	299.86
			InstMtls/Instrctn/OsoGrand	27.14
343275	1	CDWG Inc	SpplsNonI/Sch Adm /SMS	6.36
343276	1	VERNIER SOFTWARE	InstMtls/Instrctn/SCHS	687.66
343277	1	US GAMES	SpplsNonI/Sch Adm /Castille	293.53

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PO No.	Fund	Vendor	Description	Amount
343278	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Instrctn/Dstrctwd	187.40
343279	1	CARD INTEGRATORS	SpplsNonI/PuplTran/Dstrctwd	752.08
343280	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/VdelMarE	1,845.00
343281	1	SEON DESIGN INC.	F&ENonIn/PuplTran/Dstrctwd	298,292.60
343282	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/Benedict	6,000.00
343283	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/Marblehd	1,200.00
343284	1	RYDIN SIGN & DECAL	SpplsNonI/Sch Adm /DJAMS	155.76
			SpplsNonI/Sch Adm /Don Juan	155.76
343285	1	FACEFIRST INC	SpplsNonI/Sch Adm /Bergeson	651.10
343286	1	SAN DIEGO COUNTY OFFICE OF ED	FieldTrp/Instrctn/Reilly	36,000.00
343287	1	SAN DIEGO COUNTY OFFICE OF ED	CnsltSvs/Instrctn/Las Palm	39,780.40
343288	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/SE0thIns/Dstrctwd	347.54
343289	1	SEON DESIGN INC.	Serv& Op/PuplTran/Dstrctwd	36,465.12
343290	1	DELL COMPUTER	NonCapEq/Sch Adm /LRMS	2,194.88
343291		VOID	VOID	0.00
343292	1	PEARSON SCHOOL ACHIEVEMENT	InstMtls/Instrctn/ANHS	4,621.31
343293	1	CDWG Inc	InstMtls/Instrctn/ANHS	194.40
343294	1	GUIDED DISCOVERIES	FieldTrp/Instrctn/Concordi	33,840.00
343295	1	LAKESHORE LEARNING MATERIALS	InstMtls/SE0thIns/Dstrctwd	200.96
343296		VOID	VOID	0.00
343297	1	NASCO WEST	SpplsNonI/StDev In/Dstrctwd	523.13
343298	1	SCHOOL ENERGY COALITION	CnfrNonI/FacPlann/Dstrctwd	350.00
343299		VOID	VOID	0.00
343300	1	SOLUTION TREE INC	SpplsNonI/Sch Adm /CVHS	57.13
343301	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Dstrctwd	3,661.20
343302	1	SCHOOL NURSE	SpplsNonI/Sch Adm /Serra	58.50
343303	1	UCI WRITING PROJECT	CnfrNonI/StDev In/Dstrctwd	600.00
343304	1	DISCOVERING SCIENCE	Serv& Op/Instrctn/OsoGrand	9,945.00
343305	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	60.00
343306	23	RUSSELL SIGLER INC.	Bldg Imp/Fac Acq /DHHS	3,519.00
343307	1	ENABLING DEVICES	InstMtls/SE0thIns/Dstrctwd	224.15
343308	1	TOBII ATI	InstMtls/SE0thIns/Dstrctwd	17,708.22
343309		VOID	VOID	0.00
343310	1	HENRY, VALERIE	InstMtls/Instrctn/Dstrctwd	486.00
343311	1	MATH LEARNING CENTER	SpplsNonI/StDev In/Dstrctwd	1,150.00
343312	1	COSTCO S.J.C.	SpplsNonI/Sch Adm /RH Dana	250.00
343313	25	CAMCOR INC	Bldg Imp/Fac Acq /LRMS	2,440.15
343314	1	DAVID, DARRON & MICHELLEA	Legal /SupvAdmn/Dstrctwd	2,000.00
			Serv& Op/SE0thIns/Dstrctwd	10,000.00
			Serv& Op/PsychSer/Dstrctwd	5,000.00
343315	1	KEY GOVERNMENT FINANCE INC	Debt Ser/Dbt Serv/Dstrctwd	52,360.38
			Debt-Int/Dbt Serv/Dstrctwd	1,670.98
343316	1	COMPUTER USING EDUCATORS	Conf:Ins/Instrctn/Dstrctwd	840.00
			CnfrNonI/TIS /Dstrctwd	1,020.00
343317	1	CAESAR'S APPLIANCE	SpplsNonI/RR:Bldgs/Dstrctwd	500.00
343318	1	P.W. GILLIBRAND CO. INC.	SpplsNonI/Op:Grnds/Dstrctwd	2,500.00
343319	1	COSTCO S.J.C.	SpplsNonI/Sch Adm /RH Dana	250.00
343320	70	MAACO COLLISION REPAIR & AUTO	Serv& Op/Enterprs/Dstrctwd	1,500.00
343321	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/Dstrctwd	500.00
343322	1	REALLY GOOD STUFF	InstMtls/Instrctn/Dstrctwd	37.02

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PO No.	Fund	Vendor	Description	Amount
343323	1	B & H PHOTOGRAPHY	SpplsNonI/SupvAdmn/Dstrctwd	58.56
343324	14	FACILITY INSPECTION SERVICES	Bldg Imp/Fac Acq /Dstrctwd	21,375.00
343325	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	421.20
343326	1	EAI EDUCATION	InstMtls/Instrctn/Las Palm	273.75
343327	1	LRP PUBLICATIONS	SpplsNonI/SupvAdmn/Dstrctwd	301.05
343328	1	OCTA	Serv& Op/Instrctn/Dstrctwd	17,457.00
343329	1	MUSEUM OF LATIN AMERICAN ART	FieldTrp/Instrctn/AVMS	800.00
343330	1	DICK BLICK WEST	NonCapEq/Instrctn/ANHS	697.40
343331	1	LEARNING RESOURCES	InstMtls/Instrctn/Las Palm	1,278.22
343332	1	MAYER-JOHNSON CO	SpplsNonI/Spch Aud/Dstrctwd	345.49
343333		VOID	VOID	0.00
343334	1	ADVANCED KEYBOARD TECH INC	InstMtls/SEOthIns/Dstrctwd	237.72
343335	1	TIME TIMER	InstMtls/SEOthIns/Dstrctwd	48.50
343336	1	RIFTON EQUIPMENT	SpplsNonI/HlthServ/Dstrctwd	2,510.19
343337	1	RIFTON EQUIPMENT	SpplsNonI/HlthServ/Dstrctwd	3,807.00
343338	1	RIFTON EQUIPMENT	SpplsNonI/HlthServ/Dstrctwd	93.15
343339	1	RANCHO SANTIAGO COLLEGE	FieldTrp/Instrctn/ArroyoEl	720.00
343340	1	LIFETRENDS GROUP	SpplsNonI/Sch Adm /ANHS	1,970.61
343341	1	CASBO	CnfrNonI/Bus/Fisc/Dstrctwd	205.00
343342	1	RIVERSIDE COUNTY OFFICE OF ED	CnfrNonI/SupvAdmn/Dstrctwd	30.00
343343	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/Reilly	1,079.00
343344	1	SANTA ANA ZOO	FieldTrp/Instrctn/ArroyoEl	584.00
343345	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/San Juan	600.00
343346	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/SCHS	205.00
343347	1	CONSOLIDATED ELECTRICAL DISTR	SpplsNonI/RR:Bldgs/Dstrctwd	180.00
343348	1	TONY'S LOCKSMITH SERVICE	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
343349	1	CAMCOR INC	InstMtls/Instrctn/Kinoshta	150.55
343350	1	ADVANTAGE IMAGING SUPPLY	InstMtls/Instrctn/Kinoshta	1,954.26
343351	1	PC & MACEXCHANGE	InstMtls/Instrctn/VdelMarE	139.32
343352	1	ERTLE, DONNA	Serv& Op/HlthServ/Dstrctwd	227.61
343353	1	CAMCOR INC	InstMtls/Instrctn/SCHS	7,062.98
343354	1	QUILL CORPORATION	SpplsNonI/SupvAdmn/Dstrctwd	172.78
343355		VOID	VOID	0.00
343356	1	PEARSON	SpplsNonI/PuplTest/Dstrctwd	1,145.73
343357	1	PEARSON	SpplsNonI/PuplTest/Dstrctwd	3,273.80
343358	69	TRAVIS SOFTWARE	Serv& Op/Enterprs/Dstrctwd	300.00
343359	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Castille	300.00
343360	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Bathgate	900.00
343361		VOID	VOID	0.00
343362	1	JOSTENS	SpplsNonI/Sch Adm /Tesoro	6,000.00
343363	1	JOSTENS	SpplsNonI/Sch Adm /SJHHS	6,000.00
343364	1	JOSTENS	SpplsNonI/Sch Adm /SCHS	6,000.00
343365	1	JOSTENS	SpplsNonI/Sch Adm /DHHS	6,000.00
343366	1	JOSTENS	SpplsNonI/Sch Adm /ANHS	6,000.00
343367	1	CSBA	CnfrNonI/Board /Dstrctwd	598.00
343368	1	SNAP-ON TOOLS CORP	InstMtls/Instrctn/ANHS	851.76
343369	1	GOPHER ATHLETIC	InstMtls/Instrctn/ANHS	749.63
343370	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Dstrctwd	360.72
343371	1	CDWG Inc	SpplsNonI/SupvAdmn/Dstrctwd	401.11
343372	1	SCHOOLDUDE.COM	SpplsNonI/Oper:O/H/Dstrctwd	7,479.00

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Board of Trustees Meeting.....JANUARY 14, 2015

PO No.	Fund	Vendor	Description	Amount
343373	1	DELL COMPUTER	NonCapEq/Instrctn/LadraElm	888.43
343374	1	DELL COMPUTER	InstMtls/Instrctn/MFMS	114.69
343375	1	DELL COMPUTER	NonCapEq/Instrctn/LFMS	6,548.48
343376	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/SCHS	334.80
343377	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/CVHS	669.60
343378	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/CVHS	3,661.20
343379	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/SCHS	334.80
343380	1	RUSSELL BRANDS LLC	InstMtls/CurAthlt/SCHS	492.72
343381	1	PACIFIC ATHLETIC WEAR INC	InstMtls/CurAthlt/SCHS	1,710.72
343382	23	ARC	BI:Other/Fac Acq /DHHS	30.28
343383		VOID	VOID	0.00
343384	1	CULVER-NEWLIN	NonCapEq/Sch Adm /Concordi	1,067.80
343385	1	DISCOVERING SCIENCE	InstMtls/Instrctn/Kinoshta	2,090.00
343386	1	THINKING MAPS INC	CnsltSvs/Instrctn/Marblehd	3,000.00
343387	13	TABARI, DENISE A. SEYEDI	CntrctFd/FoodServ/Dstrctwd	2,890.00
343388	1	NAVIANCE INC	Serv& Op/SupvAdmn/Dstrctwd	537.93
343389	1	NATIONAL STUDENT CLEARINGHOUSE	Serv& Op/PuplTest/Dstrctwd	2,550.00
343390	1	ALPEN SPRUCE SOFTWARE INC.	Serv& Op/TIS /Dstrctwd	50,000.00
343391	1	PERMA-BOUND	K-12Text/Instrctn/SMS	2,166.91
343392	1	ETS - CAHSEE	Serv& Op/PuplTest/Dstrctwd	7,250.00
343393	1	DICK BLICK WEST	InstMtls/Instrctn/Tesoro	289.06
343394	1	MOUNTAIN MATH	InstMtls/Instrctn/Lgna Nig	310.88
343395	1	CULVER-NEWLIN	NonCapEq/SupvAdmn/Dstrctwd	4,092.61
343396	1	CULVER-NEWLIN	NonCapEq/SupvAdmn/Dstrctwd	2,590.65
343397	1	THINKING MAPS INC	InstMtls/Instrctn/OsoGrand	1,144.56
343398	23	J&M ENVIRONMENTAL CONTROL GRP	BI:Other/Fac Acq /SMS	800.00
343399		VOID	VOID	0.00
343400	1	CREATIVE IMAGES	SpplsNonI/Board /Dstrctwd	534.60
343401	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Journey	2,300.00
343402	1	HENCH MFG INC	Serv& Op/RR:Bldgs/Dstrctwd	4,853.00
343403	23	BRICKLEY ENVIRONMENTAL	BI:Other/Fac Acq /SMS	1,200.00
343404	1	SIMON & SCHUSTER	InstMtls/Instrctn/RH Dana	639.74
343405	1	CAMCOR INC	InstMtls/Instrctn/Tesoro	82.95
343406	1	PRO SVL	InstMtls/Instrctn/Tesoro	100.67
343407	1	CAMCOR INC	InstMtls/Instrctn/DHHS	5,191.99
343408	1	CAMCOR INC	InstMtls/Instrctn/DHHS	798.77
343409	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/San Juan	559.87
343410	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /Marblehd	168.48
343411	1	SCHOLASTIC INC	InstMtls/Instrctn/LFMS	915.75
343412	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /Malcom	168.48
343413	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/SCHS	3,112.00
343414		VOID	VOID	0.00
343415	1	WENGER CORPORATION	InstMtls/Instrctn/ArroyoMS	5,501.10
343416	1	PHONAK INC	SpplsNonI/HlthServ/Dstrctwd	2,084.40
343417	1	SCHOLASTIC INC	InstMtls/Instrctn/ANHS	108.90
343418	1	ADVANCED KEYBOARD TECH INC	InstMtls/SEOthIns/Dstrctwd	237.72
343419	1	CAMCOR INC	InstMtls/Instrctn/Wood Cyn	96.81
343420	1	CI SOLUTIONS	SpplsNonI/Grph Art/Dstrctwd	7,470.20
343421	1	JOSTENS	SpplsNonI/Sch Adm /CVHS	6,000.00
343422		VOID	VOID	0.00

Board of Trustees Purchase Order Listing  
 \*===== Fiscal Year: 2014-15 =====\*  
 Board of Trustees Meeting.....JANUARY 14, 2015

PO No.	Fund	Vendor	Description	Amount
343423	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Tesoro	366.12
343424	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/ArroyoEl	6,026.40
343425	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/San Juan	4,393.44
343426	1	APPLE COMPUTER INC	NonCapEq/Instrctn/San Juan	7,160.71
343427	1	CDWG Inc	InstMtls/Instrctn/Hiddn Hl	521.64
343428	1	COALITION FOR ADEQUATE SCHOOL	Dues&Mmb/SuppSvcs/Dstrctwd	219.00
343429	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/Dstrctwd	74.52
343430	1	DELL COMPUTER	NonCapEq/Libr&Med/Dstrctwd	21,638.18
343431	1	SPECTRASONICS	Serv& Op/Instrctn/Dstrctwd	3,775.02
343432		VOID	VOID	0.00
343433	1	LYMBOO LLC	Serv& Op/Instrctn/ArroyoEl	800.00
343434	1	US GAMES	InstMtls/Instrctn/Marblehd	320.04
343435	1	SEA WORLD EDUCATION DEPT	FieldTrp/Instrctn/Ambuehl	11,760.00
343436	1	DON JUAN AVILA MS ASB	InstMtls/Instrctn/Dstrctwd	200.00
343437	1	VEX ROBOTICS INC	Conf:Ins/Instrctn/Las Palm	361.18
343438	1	ROBOTEVENTS	Conf:Ins/Instrctn/Las Palm	100.00
343439	1	IZOTOPE INC	InstMtls/Instrctn/Dstrctwd	1,301.57
343440	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/ANHS	300.00
343441	1	ORANGE COUNTY DEPT OF EDUCAT	Serv& Op/Instrctn/Tesoro	300.00
343442	1	DELL COMPUTER	SpplsNonI/TIS /Dstrctwd	4,773.38
343443	1	ACSA/FOUNDATION FOR EDUC	CnfrNonI/StDev In/Dstrctwd	525.00
343444	1	ACSA/FOUNDATION FOR EDUC	CnfrNonI/SupvAdmn/Dstrctwd	175.00
343445	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Enterprs/DHHS	1,266.84
343446	1	SCHOOL OUTFITTERS.COM	InstMtls/Instrctn/Reilly	256.71
343447	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Instrctn/ArroyoMS	662.19
343448		VOID	VOID	0.00
343449	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Las Palm	512.74
343450	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Dstrctwd	631.99

330 Purchase Orders \$2,509,054.79





Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2014-15 =====\*  
Board of Trustees Meeting.....JANUARY 14, 2015

Warrant Number	Name of Payee	Reference Number	Amount
203706	AMERICAN LOGISTICS COMPANY LLC	PO-341748	24,160.50
203707	CALIFORNIA WEEKLY EXPLORER INC	PO-342923	2,405.00
203708	DEPARTMENT OF JUSTICE	PO-341750	6,451.00
203709	MISSION SAN JUAN CAPISTRANO	PO-343062	1,170.00
203710	MULTIPLE MEASURES LLC	PO-343072	9,600.00
203711	NETOP	PO-343053	150.00
203712	OCEAN INSTITUTE	PO-343068	450.00
		PO-343070	150.00
		PO-343071	150.00
203713	ORANGE COUNTY SCIENCE OLYMPIAD	PO-343031	300.00
203714	OXFORD ACADEMY	PV-151688	268,525.00
203715	OPPORTUNITY FOR LEARNING	PV-151648	9,954.74
203716	ABOVE ALL NAMES CONSTRUCTION	PO-341771	1,500.00
203717	CITY OF SAN CLEMENTE	PO-340352	26,200.94
203718	CITY OF SAN JUAN CAPISTRANO	PO-340355	4,023.60
203719	CONSOLIDATED ELECT DISTR	PO-340363	8,995.32
203720	DAVID TAUSSIG ASSOC INC	PO-341803	2,122.55
203721	E. STEWART AND ASSOCIATES	PO-340606	3,645.00
203722	HARRIS STEEL FENCE CO. INC.	PO-342184	1,463.00
203723	MOULTON NIGUEL WATER	PO-340357	7,191.97
203724	SAN DIEGO GAS & ELECTRIC	PO-340354	194,183.68
203725	SANTA MARGARITA WATER	PO-340353	2,150.66
203726	SCHOOLDUDE.COM	PO-342725	13,173.77
203727	SO CAL GAS CO	PO-340371	485.02
203728	SOUTHERN CALIFORNIA EDISON	PO-340370	55,152.92
203729	ABOVE ALL NAMES CONSTRUCTION	PO-343010	13,144.75
203730	BARRETT-ROBINSON INC	PO-341541	10,989.00
203731	BRICKLEY ENVIRONMENTAL	PO-335530	12,750.00
203732	ARC	PO-342834	120.41
203733	DECISIONINSITE LLC	PO-340661	5,637.50
203734	SCHOOL FACILITY CONSULT	PO-334520	8,657.50
203735	SILVER CREEK INDUSTRIES INC.	PO-341790	1,200.37
		PO-342440	2,998.99
203736	PUBLIC ECONOMICS INC	PO-335569	3,150.00
203737	360 PRINT MEDIA	PO-342968	4,413.92
203738	COX COMMUNICATIONS	PO-340605	24,415.51
203739	MCGRAW-HILL COMPANIES	PO-341592	1,000.67
		PO-341730	138.03
203740	MOBILE COMM REPAIR INC	PO-341562	65.00
		PO-342966	2,041.20
		PO-343046	140.40
		PO-343078	168.48
203741	MUNICIPAL UNDERGROUND SERVICES	PO-342792	6,275.00
203742	MUSIC & ARTS	PO-342299	1,870.51
203743	NATIONAL NETWORK OF DIGITAL	PO-331260	2,186.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2014-15 =====\*  
Board of Trustees Meeting.....JANUARY 14, 2015

Warrant Number	Name of Payee	Reference Number	Amount
203744	OFFICE DEPOT	PO-340317	615.02
		PO-342263	512.67
203745	PATHWAY COMMUNICATIONS LTD.	PO-341368	884.30
		PO-341840	2,652.91
203746	PERMA-BOUND	PO-342456	2,125.92
203747	PRO-ED	PO-342332	869.00
203748	RIVERSIDE PUBL CO	PO-342230	584.50
		PO-342418	344.09
203749	SADDLEBACK GOLF CARS	PO-342513	256.39
203750	SCHOLASTIC INC	PO-342955	162.00
		PO-343055	328.35
203751	SCHOOL LOOP	PO-341241	500.00
203752	SCOTT FORESMAN	PO-340871	7,268.07
		PO-340874	6,642.09
		PO-340888	3,443.69
		PO-340911	2,127.88
203753	SEHI COMPUTER	PO-340075	670.68
203754	SIMPLER LIFE EMERGENCY	PO-342515	13,992.63
203755	SNAP-ON TOOLS INDUSTRIAL	PO-342449	310.43
203756	STAPLES ADVANTAGE	PO-343050	271.38
203757	TEXTBOOK WAREHOUSE	PO-342591	366.93
203758	TOLEDO PHYSICAL ED SUP	PO-342032	567.48
203759	WATERLINES TECHNOLOGIES INC	PO-341773	811.94
203760	WAXIE	-	
		CL-141782	798.94
		PO-340385	37,964.49
203761	WAXIE	PO-340385	31,839.33
203762	STAPLES ADVANTAGE	PO-340440	552.96
203763	AU, JUDITH	PV-151720	316.60
203764	ENDER, PAMELA	PV-151722	314.68
203765	ERICKSON, DANA	PV-151721	72.81
203766	GUITE, LAUREN	PV-151723	255.00
203767	HERNANDEZ, MARLO	PV-151724	47.62
203768	HIGHTOWER, SHERI	PV-151726	29.21
203769	LEONE-SCHURCK, ROSEMARY	PV-151727	100.56
203770	LITUS, LAUREN	PV-151728	185.50
203771	O'DONOVAN, LINDA	PV-151729	4.82
203772	PACKARD, JILL	PV-151730	68.58
203773	PITZEN, SHARLA	PV-151732	25.00
203774	RUBY-KORAN, CHERYL	PV-151734	25.76
203775	RUNYAN, JAMIE	PV-151735	4.82
203776	SANFORD, SAMANTHA	PV-151736	270.00
203777	SHAH, RANA	PV-151737	78.76
203778	VEGA, LISETTE	PV-151738	316.60
203779	WADA, LISA	PV-151739	4.82

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2014-15 =====\*  
Board of Trustees Meeting.....JANUARY 14, 2015

Warrant Number	Name of Payee	Reference Number	Amount
203780	PUELMA, ESTELA	PV-151733	25.76
203781	MOBILE FLEET WASH	PO-340548	968.50
203782	NASCO WEST	PO-342221	74.30
203783	O'REILLY AUTOMOTIVES INC	PO-342186	95.70
203784	OVER NIGHT NUMBERING	PO-340097	131.00
203785	PACIFIC GO NATURAL GAS	PO-340777	992.37
203786	PHONAK INC	PO-342742	157.39
		PO-342998	157.39
203787	PLANTRONICS	PO-342212	165.24
203788	PRUDENTIAL OVERALL SUP	PO-341423	65.72
203789	QUALITY TOWING	PO-340669	381.00
203790	RINCON TRUCK CENTER, INC.	PO-340738	18.48
203791	SCHOLASTIC INC	PO-342921	907.04
203792	SMOG EXPRESS	PO-340674	163.85
203793	SOCIAL STUDIES SCHOOL SERVICE	PO-342700	250.95
		PO-342739	250.95
203794	SPORT CHALET	PO-330817	6,256.88
		PO-340313	4,745.57
203795	ULINE	PO-342936	258.35
203796	UNITED PARCEL SERV	PO-340092	6,000.00
203797	US GAMES	PO-342892	869.11
203798	ALTERNATIVE COMM SVCS	PO-342026	12,610.00
203799	BERRY, SCOTT AND/OR JAIME	PO-340790	1,441.44
203800	BOYS TOWN CALIFORNIA INC.	PO-340238	12,729.60
203801	CRARY, BRENDA	PO-340206	3,013.80
203802	DENISE JACQUES	PO-342983	64.85
203803	DEVEREUX CLEO WALLACE	PO-341246	13,736.64
203804	EBBING, CURTIS AND/OR MARYAM	PO-340557	964.32
203805	FARIBORZ, SURUR FAZELI	PO-340556	349.60
203806	GARCIA, IRMA R.	PO-340205	4,632.60
203807	GOODWILL INDUSTRIES OF ORANGE	PO-340166	8,295.00
203808	KARPUS, DAVID AND MARY	PO-341230	2,748.99
203809	ORANGE COUNTY THERAPY SERVICE	PO-340204	10,240.00
203810	PROVIDENCE SPEECH AND	PO-340186	540.00
203811	SOLIANI HEALTH INC	PO-342344	8,006.50
203812	SPEECH & LANGUAGE DEVELOPMENT	PO-340813	3,754.50
		PO-341577	5,961.00
		PO-342285	5,065.00
203813	STAFFREHAB	PO-342145	11,095.00
203814	YELLOWSTONE BOYS & GIRLS RANCH	PO-342146	11,486.00
203815	ACADEMIC THERAPY PUBL	PO-341324	855.39
203816	APPLE TEXTBOOKS	PO-342589	566.48
203817	BAD WOLF PRESS	PO-342126	141.75
203818	BRINKS INC.	PO-340489	162.60
203819	CAWS	PO-343029	200.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2014-15 =====\*  
Board of Trustees Meeting.....JANUARY 14, 2015

Warrant Number	Name of Payee	Reference Number	Amount
203820	CENGAGE LEARNING	PO-342272	15,055.47
		PO-342274	11,492.28
203821	DENAULT'S HARDWARE	PO-340290	42.09
		PO-343113	15.54
203822	DICK BLICK WEST	PO-342635	1,459.96
203823	DUNN-EDWARDS CORP	PO-340359	438.02
203824	FOLLETT SCHOOL SOLUTIONS INC	PO-335395	2,055.08
		PO-341486	128.83
		PO-342587	384.48
		PO-342679	260.29
203825	FREEWAY AUTO SUPPLY	PO-340300	1,370.87
203826	FRICTION MATERIALS CO.	PO-340301	2,396.87
203827	GANAHL LUMBER	PO-340360	7,604.22
203828	HIRSCH PIPE & SUPPLY	PO-340361	2,140.93
203829	IMAGE 2000	PO-341736	207.10
203830	INSIGHT SYSTEMS EXCHANGE	PO-342731	1,098.37
		PO-342773	5,180.00
		PO-342806	366.13
203831	INTERSTATE BATTERIES	PO-340545	68.40
203832	JOSTENS	PO-342037	2,141.86
		PO-342662	71.26
203833	JOSTENS	PO-340624	2,654.53
203834	KELLY PAPER COMPANY	PO-340088	31.87
203835	KENNEDY INDUSTRIES INC	PO-342712	759.98
203836	LAKESHORE LEARNING MATLS	PO-341477	2,338.86
203837	LENOVO	PO-341067	56.16
203838	IRON MOUNTAIN	PO-340305	386.29
203839	AARDVARK CLAY	PO-342598	499.93
203840	AERO MARK	PO-340449	15.91
203841	AKT INC	PO-342719	240.92
203842	ASSOC BUSINESS PRODUCTS	PO-340994	128.90
203843	BAVCO	PO-340293	414.23
203844	BEACH CITIES GLASS INC	PO-341135	527.13
203845	BEE MAN	PO-341733	198.00
203846	BLU-WISE MGMT INC	PO-342913	110.16
203847	CAMCOR INC	PO-342863	4,348.42
		PO-342905	248.86
		PO-342906	1,464.09
		PO-342915	1,464.09
		PO-342928	2,440.15
203848	CHEVROLET OF IRVINE	PO-341539	877.20
203849	COMPLETE OFFICE OF CA	PO-340079	101.37
		PO-340424	40.34
		PO-341226	14.84
		PO-341974	403.90

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2014-15 =====\*  
Board of Trustees Meeting.....JANUARY 14, 2015

Warrant Number	Name of Payee	Reference Number	Amount
203850	COSTCO S.J.C.	PO-342722	1,176.35
203851	CROWN VALLEY TRANS	PO-340365	1,875.24
203852	CULVER-NEWLIN	PO-342295	1,976.40
203853	DAVE BANG ASSOCIATES INC	PO-342069	21,847.26
203854	ESCO EAR SERVICE CORP	PV-151709	1,906.00
203855	GOLDEN RULE BINDERY	PO-342617	133.91
203856	INTERACTIVE EDUCATIONAL VIDEO	PO-342492	238.95
203857	IPC USA	PO-340603	23,650.86
203859	CAVIAR, NIV	PV-151650	42.00
203860	HOWARD, ALEXIE	PV-151651	82.00
203861	IRELAND, STEVEN H	PV-151652	20.43
203862	LECHUGA, NAOMI	PV-151653	40.25
203863	MILLER, LAURIE	PV-151654	115.96
203864	SCHOLL, BARBARA	PV-151655	194.91
203865	SIMPSON, LORI	PV-151656	100.80
203866	BENE, CHERI	PV-151657	140.56
203867	BIRKINSHAW, SANDY	PV-151658	146.72
203868	BUNYAN, JAMIE	PV-151659	89.04
203869	CARDIN, PATTI	PV-151660	120.96
203870	CAUDILL, AMANDA	PV-151661	78.96
203871	CLIFT, LYNNETTE I	PV-151662	267.12
203872	CORCORAN, TRAVIS	PV-151664	278.32
203873	COX, LINDA	PV-151665	90.72
203874	CUNNINGHAM, CHADWICK	PV-151666	131.04
203875	DE ACUTIS, LISA	PV-151667	15.12
203876	DELFOSE, MICHAEL	PV-151668	43.12
203877	ELKINS, KAREN	PV-151669	248.08
203878	ELLIS, SHAWNA	PV-151670	132.16
203879	FFRENCH, ANDREA	PV-151671	56.00
203880	FREY, DEBORAH	PV-151672	206.64
203881	GILMORE, SHELLY	PV-151673	114.80
203882	HARVEY, LAUREN	PV-151675	146.72
203883	HEUSER, RACHEL	PV-151676	367.92
203884	HOWARD, ANDREA	PV-151677	249.20
203885	KELLMAN, KATHLEEN	PV-151678	244.16
203886	PETERSON, DEBRA	PV-151679	140.56
203887	RODRIGUEZ, MICHELLE	PV-151680	132.72
203888	STIRLING, ROBERT	PV-151681	140.56
203889	TABARI, LISA SEYEDI	PV-151682	88.48
203890	TAYNE, JULIE	PV-151683	221.20
203891	TUCKER, MARYANN	PV-151684	166.88
203892	WEBSTER, ANNE	PV-151685	126.56
203893	WESTON, KELLY	PV-151686	75.04
203894	COPE, MARY	PV-151663	59.36
203895	HARMAN, NANCY	PV-151674	116.48

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2014-15 =====\*  
Board of Trustees Meeting.....JANUARY 14, 2015

Warrant Number	Name of Payee	Reference Number	Amount
203896	CROSS, MINDY	PV-151687	355.60
203897	CURLEY, JULIE	PV-151689	82.32
203898	DAGLEY, JEANA	PV-151690	218.96
203899	ENGELSON, EMILY	PV-151691	169.12
203900	ENRIQUEZ, MICHELLE L	PV-151692	246.40
203901	FERGUSON, ERIN	PV-151693	230.72
203902	FITZSIMMONS, KATHLEEN	PV-151695	175.28
203903	FLYNN, MARGARET	PV-151696	290.64
203904	FRIEDLANDER, DOROTHY	PV-151697	229.04
203905	GILL, ARVINDER	PV-151698	103.04
203906	GONG, PHOEBE	PV-151699	149.52
203907	HALL, SHEILA	PV-151700	276.64
203908	KIMMELL, JULIE	PV-151701	170.80
203909	KOPELSON, KATHLEEN	PV-151702	55.44
203910	LAIDLEY, JOANIE	PV-151703	170.24
203911	LEWIS, SHARON A.	PV-151704	214.48
203912	MCKEE, DANISE	PV-151705	178.08
203913	MICKLE, JACQUELINE	PV-151706	206.08
203914	MORAND, CARA	PV-151707	155.68
203915	NAPORA, NOELLE	PV-151713	216.16
203916	NIETO, ANJULI	PV-151714	285.04
203917	NORMAN, ELLESSE	PV-151715	85.68
203918	ORGILL, JANELL	PV-151716	195.44
203919	PANNING LA BATE	PV-151717	221.20
203920	NAVIANCE INC	PO-342919	57,715.00
203921	CORVEL CORPORATION	PO-340329	169,501.14
203922	CAPISTRANO UNIFIED SCHOOL DIST	PO-340311	49,651.47
203923	MEBA C/O	PO-341531	21,366.00
		PO-341533	3,773,960.21
203924	US BANK CORP PAYMENT SYSTEM	-	
		PV-151708	801.84
		PV-151710	2,767.05
		PV-151712	10,325.36
203925	US BANK CORP PAYMENT SYSTEM	-	
		PV-151712	1,049.68
		PV-151718	1,465.45
		PV-151719	1,487.99
		PV-151744	559.29
203926	US BANK CORP PAYMENT SYSTEM	-	
		PV-151744	5,648.36
203927	US BANK CORP PAYMENT SYSTEM	PV-151744	870.18
203928	US BANK CORP PAYMENT SYSTEM	PV-151718	33.67
203929	M F ATHLETIC	PO-342542	14,484.03
203930	MUSIC & ARTS	PO-342299	150.41

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
203931	OFFICE DEPOT	PO-340569	60.71
		PO-341673	60.80
203932	P A THOMPSON ENGR CO	PO-340687	971.63
203933	PACWEST AIR FILTER LLC	PO-341288	16,396.09
203934	PEARSON EDUCATION	PO-340692	538.23
		PO-340933	1,153.98
		PO-341032	530.94
203935	PITNEY BOWES/PRESORT SERVICES	PO-340098	218.48
203936	PYRAMID WIRE & CABLE INC.	PO-342761	579.96
203937	RUSCO INC	PO-340786	3,800.00
203938	SCHOOL HEALTH SUPPLY CO	PO-341662	613.88
		PO-342682	187.51
		PO-342763	164.42
203939	SCOTT FORESMAN	PO-340851	15,358.47
		PO-340862	13,343.05
		PO-340868	5,393.20
		PO-340869	959.33
		PO-340880	9,145.27
		PO-340881	9,549.52
		PO-340882	6,768.83
		PO-340891	1,429.54
		PO-340895	2,383.80
		PO-340897	5,395.10
		PO-340898	5,115.78
		PO-340908	2,405.99
		PO-340916	4,372.20
		PO-340917	4,460.13
203940	SOUTH COAST AIR QUALITY MGMT	PO-341686	570.51
203941	SPARKLETTS	PO-340760	20.92
		PO-341359	111.58
		PO-341994	28.13
203942	SPICERS PAPER CO	PO-340090	989.76
203943	SPORTS FACILITIES GROUP INC	PO-340377	679.50
		PO-342520	1,685.50
203944	SUPPLY LINE BUILDING MATERIALS	PO-340689	1,671.57
203945	THINKING MAPS INC	PO-343006	1,373.76
203946	THYSSENKRUPP ELEVATOR CORP	PO-341643	1,540.01
203947	TIME FOR KIDS	PO-340066	490.60
		PO-340364	1,212.20
		PO-340724	1,403.50
		PO-342325	178.40
		PO-342491	2,454.12
203948	UNITED RENTALS	PO-340362	172.85
203949	VIRTUAL WATER SERVICES	PO-341371	775.80

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Warrant Number	Name of Payee	Reference Number	Amount
203950	VISTA PAINT CORP	PO-341192	185.94
		PO-341747	609.04
203951	WATERLINES TECHNOLOGIES INC	PO-341773	1,195.24
		PO-342058	807.50
203952	WAXIE	PO-340385	6,650.35
203953	WESTERN GRAPHIX	PO-341749	175.00
203954	WHITE CAP	PO-341174	118.78
203955	YALE CHASE EQUIPMENT AND	PO-341315	3,397.15
203956	ACTIVE NETWORK	PO-342355	2,096.25
203957	CENGAGE LEARNING	PO-342276	16,189.74
203958	COASTAL BLUE	PO-343163	230.10
		PO-343164	184.68
203959	COMMERCIAL & INDUSTRIAL	PV-151745	36,156.15
203960	BENS ASPHALT	PO-340611	7,290.00
203961	BERGMAN DACEY GOLDSMITH	PO-342338	364.50
203962	CITY OF SAN CLEMENTE	PO-340352	7,004.78
203963	CITY OF SAN JUAN CAPISTRANO	PO-340355	10,924.72
203964	CONSOLIDATED ELECT DISTR	PO-340363	960.45
203965	COUNTY OF ORANGE-WASTE MNGT	PO-341170	710.14
203966	CR&R INCORPORATED	PO-340519	17,835.60
203967	E. STEWART AND ASSOCIATES	PO-340606	5,049.00
203968	HARRIS STEEL FENCE CO. INC.	PO-342184	5,835.60
203969	PACIFIC ROOFING SYSTEMS	PO-341161	5,842.35
		PO-342521	17,269.85
203970	SAN DIEGO GAS & ELECTRIC	PO-340354	215,503.04
203971	SANTA MARGARITA WATER	PO-340353	1,830.94
203972	SO CAL GAS CO	PO-340371	3,131.31
203973	SOUTHERN CALIFORNIA EDISON	PO-340370	10,953.75
203974	WEST COAST ARBORISTS INC.	PO-341312	4,505.00
203975	ARC	PO-342830	124.50
		PO-342832	485.29
203976	DESIGN WEST ENGINEERING	PO-343091	3,150.00
203977	NINYO & MOORE GEOTECHNICAL &	PO-341308	654.00
		PO-341309	877.75
203978	ARKEE, SHEILA	PV-151746	410.10
203979	BANH, JULIE/NAM	PV-151747	920.05
203980	BAUER, ADAM OR GINA	PV-151748	94.08
203981	CIPOLLONE, JOSEPH & DEBRA	PV-151749	201.31
203982	DESHAZER, ALEX OR DARCY	PV-151750	218.18
203983	EASTMAN, STEPHEN & TARA	PV-151751	620.93
203984	ELPEDES, BERNARD & MINH-THU VU	PV-151752	415.52
203985	GABRIEL, LOUIS & DIANA	PV-151753	343.48
203986	GARCIA, ANTONIO & MICHELLE	PV-151754	133.95
203987	HAYES, MELISSA	PV-151755	288.51
203988	LE, CHAU & TRAN, TU	PV-151767	190.62



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Warrant Number	Name of Payee	Reference Number	Amount
203989	MOHEB, MEHRDAD & NASR, NAHID	PV-151756	117.29
203990	MYERS, EDWIN & BRENDA	PV-151757	586.43
203991	NILSEN, WILFRED & INGRID	PV-151758	295.68
203992	O'CONNOR, BRENDAN & JACQUELINE	PV-151759	573.89
203993	O'LEARY GUTIERREZ, MARIA	PV-151760	203.50
203994	ORTIZ, VICTOR & BRANDY	PV-151761	1,346.36
203995	PETERSEN, DAVID OR LORIE	PV-151762	163.86
203996	ROSEN, AARON & ANGELA	PV-151763	215.04
203997	ROTH, JAY &/OR KERI	PV-151764	303.97
203998	SAN FILIPPO, GARY & GIANNA	PV-151765	238.34
203999	SUTHERLAND, GARY & RACHEL	PV-151766	181.35
204000	TRUSSELL, DAVID & GUINEVERE	PV-151768	1,350.05
204001	BLEY, ELIZABETH	PV-151770	37.56
204002	BROOKMAN, JOSEPH	PV-151771	357.28
204003	DYE, JANETTE	PV-151772	8.96
204004	HILL, DAWN	PV-151773	249.76
204005	HOOPER, GWYNETH	PV-151775	36.96
204006	IMSLAND, TRACEY	PV-151776	60.48
204007	KROGMAN, DEBRAH	PV-151777	36.96
204008	LAUBACH, LYNELLE	PV-151778	15.68
204009	MATIENZO, NINA RIE	PV-151779	247.52
204010	NESTOR, GREGORY	PV-151780	34.72
204011	NORRIS, MAUREEN	PV-151781	85.12
204012	O'LEARY, DARLA	PV-151782	109.76
204013	PERRY, CYNTHIA	PV-151783	39.20
204014	ROSO, MICHELLE	PV-151784	168.00
204015	RUNGO, DEANNA	PV-151785	122.64
204016	RUSINKOVICH, CHERYL	PV-151786	81.76
204017	SCHOOLER, DEBORAH	PV-151787	132.16
204018	SHOFNER, BRIANNA	PV-151788	201.60
204019	SELING, TARA	PV-151789	62.72
204020	SMITH, ANNE	PV-151790	194.32
204021	ST. JOHN, ANDREA	PV-151791	49.84
204022	STEVER, JANELLE	PV-151792	113.12
204023	TUNULI, JESSICA	PV-151793	131.60
204024	VARGAS, DAVID	PV-151794	295.68
204025	VILCEK, JULIE	PV-151795	63.28
204026	WACHMAN, TIFFANY	PV-151796	103.60
204027	WEIS-DAUGHERTY, DENISE	PV-151799	166.88
204028	WESTON, KELLY	PV-151797	106.96
204029	WHALEN, ANDREA	PV-151798	118.16
204030	WHITE, BRANDI	PV-151800	130.48
204031	WOLFSON, MEGHAN	PV-151801	183.68
204032	YOUNG, JENNA	PV-151802	53.20
204033	HOGAN-MIERTSCHIN, LAUREN	PV-151774	16.80

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Warrant Number	Name of Payee	Reference Number	Amount
204034	ARGENT, HEIDI	PV-151769	2.24
204035	CAMP HIGH TRAILS OUTDOOR	PO-343152	32,484.00
204036	IMAGINATION MACHINE, THE	PO-340338	750.00
204037	MISSION SAN JUAN CAPISTRANO	PO-343153	620.00
204038	OCEAN INSTITUTE	PO-343142	200.00
204039	RANCHO MISSION VIEJO LAND	PO-343157	1,160.00
204040	AVILA, THERESE	PV-151803	110.32
204041	BOLLA, BRENDA	PV-151804	110.32
204042	BOWDEN, JOANNA	PV-151805	107.52
204043	BRADLEY, JUDITH S	PV-151806	22.40
204044	BRAUN, C. ANNE	PV-151807	206.64
204045	BROWN, NANCY	PV-151808	58.80
204046	BROWN, SUSAN	PV-151809	66.64
204047	BRUNTON, MICHELLE	PV-151810	118.72
204048	BUCKMAN, JONATHAN T.	PV-151811	26.32
204049	DIAZ, MARTHA	PV-151812	56.56
204050	FARRAND, MONA	PV-151813	49.28
204051	FEESER, JENNIFER	PV-151814	43.12
204052	FRENCH, LISA	PV-151816	27.44
204053	GALLEGO, MARINA	PV-151817	81.20
204054	GODFREY, NICOLE	PV-151818	292.32
204055	HAACK, KATHI	PV-151819	152.88
204056	HAUN, BARBARA	PV-151820	166.32
204057	HAUSCHILD, WENDIE	PV-151821	120.40
204058	HENSCHER, CHERI L	PV-151822	67.20
204059	HUNT, PAM	PV-151823	18.48
204060	INFANTE, MARIA CECILIA	PV-151824	148.96
204061	JIMENEZ, DENISE	PV-151825	116.48
204062	KORBY, SUE	PV-151826	50.96
204063	MORRIS, LINDSEY	PV-151827	13.44
204064	REGAN, MARY	PV-151828	101.92
204065	SCOTT, KATHY	PV-151829	34.16
204066	SHUPE, MARY D	PV-151830	16.24
204067	SOLIS, BERTHA	PV-151831	86.24
204068	SOLTIS, PAMELA	PV-151832	244.16
204069	TESKEY, KAREN	PV-151833	235.76
204070	BLIND CHILDREN'S LEARNING	PO-340473	4,764.00
204071	CRARY, BRENDA	PO-340206	2,465.00
204072	DANIELS, MARK & KATHRYN	PO-342981	4,347.60
204073	DENISE JACQUES	PO-342982	458.60
204074	GOODWILL INDUSTRIES OF ORANGE	PO-340339	360.00

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Warrant Number	Name of Payee	Reference Number	Amount
204075	OCEANVIEW SCHOOL	PO-340459	300.00
		PO-340461	600.00
		PO-340463	600.00
		PO-340694	360.00
		PO-340696	300.00
		PO-340698	540.00
		PO-341088	240.00
		PO-342342	540.00
204076	PARADIGM HEALTH CARE SERVICES	PO-343159	32,991.93
204077	PATLAN, MARK & LINDA	PO-341943	4,700.00
204078	PORT VIEW PREPARATORY SCHOOL	PO-342343	10,915.00
204079	SPECTRUM CENTER ROSSIER PARK	PO-341086	2,422.50
		PO-341605	3,539.48
204080	TERI INC	PO-341043	5,474.48
204081	ATKINSON ANDELSON LOYA	PO-342758	845.00
		PO-343138	28,907.77
		PO-343140	8,063.99
204082	BARBER & GONZALES CONSULTING	PO-342011	2,323.87
204083	COMPREHENSIVE COLLEGE PREP INC	PO-340356	689.34
204084	HARBOTTLE LAW GROUP	PO-342757	8,225.88
204085	ORANGE COUNTY DEPT OF EDUCATIO	PO-343097	900.00
204086	THINKING MAPS INC	PO-340798	4,000.00
204088	CASBO	PO-342837	205.00
204089	HOME ECONOMICS EDUCATION	PO-343092	100.00
204090	ORANGE COUNTY DEPT OF EDUCATIO	PO-340004	270.00
204091	SCHOOL SERVICES OF CALIF	PO-341762	390.00
204092	VHS COLLABORATIVE, THE	PO-341960	3,750.00
204093	MOULTON NIGUEL WATER	PO-340357	8,201.54
204094	PACIFIC PLUMBING COMPANY OF	PO-341695	39,644.90
204095	SANTA MARGARITA WATER	PO-340353	1,594.85
204096	SO CAL GAS CO	PO-340371	6,349.83
204097	ACERO RAMIREZ, TERESA	PV-151896	308.70
204098	BRAUN, C. ANNE	PV-151895	22.52
204099	HAUSCHILD, WENDIE	PV-151894	906.78
204100	JALALIAN, DENYVE	PV-151897	255.00
204101	JOCHAM, SARA	PV-151891	409.18
204102	PETTEY, STEPHANIE	PV-151889	321.05
204103	SHERRIE, LORRAINE	PV-151893	51.88
204104	BURROWS, VIRGINIA	PV-151890	545.04
204105	AKT INC	PO-342674	240.92
204106	AMS	PO-340686	354.16
204107	ANIMAL PEST MANAGEMENT SERVICE	PO-342455	3,250.00
204108	BILL ROBERTS TRUCKING	PO-343013	1,200.00
204109	CAPISTRANO GOLF CARS	PO-340230	4,071.81
204110	CINTAS CORP #640	PO-340189	212.88

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Warrant Number	Name of Payee	Reference Number	Amount
204111	CREATIVE COOKBOOK COMPANY	PO-343193	1,389.00
204112	DELL MARKETING L P	PO-341858	110,011.43
		PO-342288	3,292.33
		PO-342908	4,911.17
204113	DELTA EDUCATION	PO-342932	472.35
204114	DUNN-EDWARDS CORP	PO-340359	1,705.59
204115	EAGLE	PO-341936	2,835.01
204116	EDUCATIONAL DATA SYSTEMS	PO-340158	2,962.80
204117	GANAHL LUMBER	PO-340360	329.07
204118	GMF SOUND INC	PO-341613	190.00
204119	GOLDEN RULE BINDERY	PO-342075	4,733.85
		PO-342546	2,267.71
		PO-343104	697.33
204120	HD SUPPLY FACILITIES MAINTN	PO-341173	217.02
204121	HIRSCH PIPE & SUPPLY	PO-340361	813.23
204122	HUI-CHEN CHEN	PO-343192	930.96
204123	HYDRO-SCAPE PRODUCTS INC	PO-340121	333.58
		PO-343069	81.77
204124	IMAGE MARKET	PO-342659	696.00
204125	INSIGHT SYSTEMS EXCHANGE	PO-342772	366.13
		PO-342899	1,000.58
		PO-342959	333.54
		PO-342960	667.06
		PO-342961	366.13
		PO-343020	360.72
		PO-343025	1,259.57
		PO-343037	360.72
204126	ITO NURSERY	PO-342637	146.29
204127	J & C BOOKS	PO-342310	4,104.00
204128	JIM'S MUSIC CENTER	PO-342419	974.20
204129	JOHN DEERE LANDSCAPES	PO-340122	892.74
204130	JOHNSTONE SUPPLY	PO-340523	1,956.98
204131	LAWNMOWERS ETC	PO-340232	255.01
204132	LOCAL JANITORIAL & VACUUM	PO-340231	323.89
204133	DELL MARKETING L P	PO-340027	11,204.31
204134	EDGENUITY	PO-342362	4,500.00
204135	A Z BUS SALES INC	PO-340735	731.04
204136	ACCU TRAIN CORPORATION	PO-341633	457.95
204137	ADVANTAGE RADIATOR	PO-340256	970.49
204138	ALISO NIGUEL AUTO CARE	PO-340255	2,218.78
204139	ANDERSON'S	PO-342304	458.91
204140	APPLE COMPUTER INC	PO-342947	205.20
204141	BARRETT-ROBINSON INC	PO-340586	368.00
204142	BATTERY SYSTEMS	PO-340116	392.80
		PO-342902	83.01

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Warrant Number	Name of Payee	Reference Number	Amount
204143	BEACH CITIES GLASS INC	PO-341135	124.63
204144	BEE MAN	PO-341733	449.00
204145	BSN SPORTS INC	PO-342557	254.77
204146	CAL STAGE & LIGHTING INC	PO-343108	191.96
204147	CAL-STATE AUTO PARTS INC	PO-340254	643.76
204148	CAMCOR INC	PO-342864	82.95
		PO-342929	2,440.15
		PO-343048	2,588.69
204149	CENGAGE LEARNING	PO-342269	6,685.47
204150	CLEAR SOURCE IT	PO-342125	8,880.30
204151	DELL MARKETING L P	PO-340030	818.56
		PO-340047	468.62
		PO-340048	933.31
		PO-340275	852.64
		PO-340278	745.73
		PO-340280	2,981.60
		PO-340480	444.32
		PO-340509	3,553.76
		PO-340647	370.30
		PO-341065	1,744.19
		PO-341860	1,744.19
		PO-341980	1,048.37
		PO-342290	742.62
		PO-342361	966.28
		PO-342421	746.97
		PO-342422	1,434.90
		PO-343023	72.49
		PO-343058	1,637.06
204152	DICK BLICK WEST	PO-342952	175.70
204153	EDGENUITY	PO-342780	15,000.00
204154	EMC PARADIGM PUBLISHING	PO-342265	55.41
204155	FLINN SCIENTIFIC INC	PO-340616	539.79
204156	KELLY PAPER COMPANY	PO-340088	1,144.77
204157	LAKESHORE LEARNING MATLS	PO-342971	174.36
204158	LAMINATOR.COM	PO-343003	154.97
204159	CLASSROOM DIRECT/SCHOOL	PO-342841	46.81
		PO-342963	732.56
204160	MCGRAW-HILL COMPANIES	PO-341723	966.17
		PO-341725	614.21
		PO-342052	614.21
		PO-342105	634.91
204161	MISSION AUTO SERVICE	PO-340579	2,581.44
204162	MOBILE COMM REPAIR INC	PO-342869	1,020.60
204163	MUSIC & ARTS	PO-342299	249.52
204164	NASCO WEST	PO-340615	442.02

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Warrant Number	Name of Payee	Reference Number	Amount
204165	NILES BIOLOGICAL	PO-341664	60.67
204166	ONE STOP BINDERY	PO-340091	775.00
204167	ORANGE COUNTY REGISTER	PO-340261	518.16
204168	PAXTON/PATTERSON	PO-342653	1,300.70
204169	PSYCHOLOGICAL ASSESSMENT RES	PO-342978	302.40
204170	QUALITY TOWING	PO-340669	134.00
204171	REALLY GOOD STUFF	CL-141645	38.93
204172	RINCON TRUCK CENTER, INC.	PO-340738	58.23
204173	SCHOOL HEALTH CORPORATION	PO-341132	53.40
204174	SOCIAL STUDIES SCH SERV	CL-141471	20.25

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Warrant Number	Name of Payee	Reference Number	Amount
204175	SOUTHWEST SCHOOL SUPPLY	-	
		PO-340013	62.87
		PO-340016	143.23
		PO-340018	241.15
		PO-340085	96.70-
		PO-340087	91.80
		PO-340434	83.91
		PO-340445	99.35
		PO-340471	34.62
		PO-340476	32.91
		PO-340477	613.85
		PO-340528	98.91
		PO-340529	263.55
		PO-340532	193.59
		PO-340536	9.42
		PO-340537	14.50
		PO-340563	92.59
		PO-340564	449.24
		PO-340565	154.17
		PO-340593	17.79
		PO-340620	400.05
		PO-340621	235.17
		PO-340622	493.02
		PO-340667	555.42
		PO-340754	163.32
		PO-340763	47.33
		PO-341093	56.04
		PO-341096	92.65
		PO-341131	214.92
		PO-341407	258.75
		PO-341437	308.90
		PO-341619	507.16
		PO-341624	102.77
		PO-341814	295.10
		PO-341842	31.45
		PO-341893	138.66
		PO-342107	490.73
		PO-342335	154.44
		PO-342623	61.58

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
204176	SOUTHWEST SCHOOL SUPPLY	PO-342623	61.57
		PO-342639	219.32
		PO-342640	195.20
		PO-342720	324.00
		PO-342745	289.03
		PO-342945	978.10
		PO-342957	8.39
		PO-342985	1,640.37
		PO-343000	421.89
		PO-343105	60.24
		PO-343179	267.09
204177	SPARKLETTES	PO-340450	1.23
204178	STAGE LIGHTING STORE	PO-342489	248.65
204179	TIFCO INDUSTRIES	PO-340680	1,534.14
204180	TRANSTRAKS	PO-340406	1,500.00
204181	TUTTLE-CLICK FORD	PO-340733	2,308.53
204182	UNITED RENTALS	PO-340125	1,931.67
204183	VAUGHN IRRIGATION SERVICES INC	PO-340731	553.42
204184	VEX ROBOTICS INC	PO-342910	147.55
204185	WAXIE	PO-340385	3,425.92
204186	WENGER CORPORATION	PO-342737	859.80
204187	SOUTHWEST SCHOOL SUPPLY	PO-341091	108.19
		PO-341092	140.58
204188	HERITAGE MUSEUM OF OC	PO-343205	990.00
204189	OCEAN INSTITUTE	PO-343221	1,600.00
204190	USTA-SOUTHERN CALIFORNIA	PO-343137	700.00
204191	BAK-BOYCHUK, CHRISTY	PV-151854	42.90
204192	BROOKS, TIM	PV-151855	30.00
204193	HACHEL, JULIE	PV-151857	181.36
204194	SWIGART, LEEANN	PV-151863	63.00
204195	HART-BUNEVITH, CARISSA	PV-151856	1,707.58
204196	KANSO, JASON	PV-151858	632.12
204197	LOH, CHARLIE	PV-151859	609.00
204198	MALIK, ARIF	PV-151860	115.00
204199	ROJAS, MICHELLE	PV-151861	315.70
204200	VETTER, HEIDI	PV-151862	235.00
204201	BRANNON, DESIREE	PV-151864	90.16
204202	BUCKMAN, JENNIFER	PV-151865	150.64
204203	BUCKMAN, JONATHAN T.	PV-151866	25.76
204204	BUTLER, SUSAN	PV-151867	183.68
204205	CARLISLE, TERESA	PV-151868	23.52
204206	DIXON, AURORA	PV-151869	99.68
204207	ELLISON, BRETT	PV-151870	29.68
204208	EXWORTHY, MARK	PV-151871	381.36
204209	GOMEZ, LYDIA	PV-151872	71.68



Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
204210	GROSS, DEANNA	PV-151873	10.08
204211	HERNANDEZ, MARLO	PV-151874	32.48
204212	HIGHTOWER, SHERI	PV-151875	154.00
204213	KIMINAS, ANTHONY	PV-151876	179.76
204214	KLISTER, PAMELA	PV-151877	115.92
204215	LACHEMANN, DINA	PV-151878	96.88
204216	LITTLE, KELLIE	PV-151879	185.92
204217	MITCHELL, KAREN	PV-151880	126.00
204218	PARKER, LAURA	PV-151882	108.08
204219	PATTERSON, DEBBIE	PV-151883	246.40
204220	PRIMICIAS, MELISSA	PV-151884	108.08
204221	RASHIDI, AKRAM KIM	PV-151885	343.28
204222	SELECMAN, LANA	PV-151886	61.60
204223	TESKEY, KAREN	PV-151887	211.68
204224	WIEDEMAN, LORI	PV-151888	145.60
204225	NUNAN, KATIE	PV-151881	301.84
204226	1ST JON	PO-340727	128.20
204227	BEE MAN	PO-341733	325.00
204228	BIOMEDICAL WASTE DISPOSAL	PO-340268	99.00
204229	CAPISTRANO GOLF CARS	PO-340230	3,984.00
204230	CDW GOVERNMENT	PO-342446	108.00
		PO-343026	259.20
		PO-343054	38.88
204231	CHENG & TSUI CO INC	PO-342311	186.95
204232	CHEVROLET OF IRVINE	PO-341539	2,613.02
204233	CINTAS CORP #640	PO-341650	1,330.76
		PO-341651	104.98
204234	CLEAN SOURCE	PO-342561	389.99
204235	CMS COMMUNICATIONS INC	PO-341646	356.39
204236	COMMERCIAL AQUATIC SERVICES	PO-340374	975.00
		PO-343145	7,940.90
204237	COMPLETE OFFICE OF CA	PO-340024	94.84
		PO-340079	28.03
		PO-340084	376.62
		PO-340437	312.75
		PO-340635	46.93
204238	COSTCO S.J.C.	PO-341413	40.81
204239	CROWN VALLEY TRANS	PO-340365	466.80
204240	CULVER-NEWLIN	PO-342222	21,310.13
204241	DANIELS TIRE SERVICE	PO-340367	3,549.07
204242	DENAULT'S HARDWARE	PO-340297	69.00
204243	DOCUMENT TRACKING SERVICES	PO-342785	13,740.00
204244	EBERHARD EQUIPMENT	PO-340585	1,272.38
204245	FACTORY MOTOR PARTS	PO-340299	1,722.73

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Warrant Number	Name of Payee	Reference Number	Amount
204246	FOLLETT SCHOOL SOLUTIONS INC	PO-341492	245.54
		PO-341513	264.24
204247	TOBII ATI	PO-340656	15,475.00
204248	GANAHL LUMBER	PO-340360	1,929.69
204249	GENERAL BINDING CORP	PO-341926	586.44
204250	GLEN PRODUCTS	PO-341684	171.69
204251	GRAVOGRAPH-NEW HERMES	PO-342477	826.58
204252	HD SUPPLY FACILITIES MAINTN	PO-341173	135.95
204253	HIRSCH PIPE & SUPPLY	PO-340361	3,822.39
204254	HYDRO-SCAPE PRODUCTS INC	PO-340121	1,425.97
		PO-343069	189.49
204255	IMAGE 2000	PO-341736	206.20
204256	INTERSTATE BATTERIES	PO-340545	365.20
204257	JOHNSTONE SUPPLY	PO-340523	12,170.07
204258	JOSTENS	PO-342037	0.35
		PV-151940	1.04
204259	KNORR SYSTEMS INC	PO-340382	2,358.73
204260	LAWNMOWERS ETC	PO-340232	6,333.12
204261	LOCAL JANITORIAL & VACUUM	PO-340231	237.54
204262	SCHOOL HEALTH CORPORATION	PO-341600	1,151.78
		PO-342681	155.11
204263	KEY GOVERNMENT FINANCE INC.	PO-343315	54,031.36
204264	CAPISTRANO CONNECTIONS ACADEMY	PO-340453	957,774.00
204265	COMMUNITY ROOTS	PO-340455	184,023.00
204266	JOURNEY CHARTER SCHOOL	PO-340458	146,310.00
204267	MAIL FINANCE	PO-341521	1,103.73
204268	OCEAN INSTITUTE	PO-343220	500.00
		PO-343223	50.00
		PO-343224	50.00
204269	OPPORTUNITY FOR LEARNING	PO-340454	80,062.00
204270	OXFORD ACADEMY	PO-340457	310,637.00
204271	PALI MOUNTAIN INSTITUTE	PO-342428	17,280.00
204272	SOUTH COAST ROP	PO-341932	407,609.63
204273	OPPORTUNITY FOR LEARNING	PV-151898	30,556.39
204274	MCGRAW-HILL SCHOOL EDUCATION	PO-341581	897.16
		PO-341729	1,000.68
		PO-341730	124.22
		PO-341731	1,035.18
204275	MCGRAW-HILL SCHOOL EDUCATION	PO-341711	232.21
204276	MILLER MECHANICAL	PO-340373	2,548.00
204277	NASCO WEST	PO-343237	39.66
204278	NEWS 2 YOU	PO-342528	70,545.60
204279	PATHWAY COMMUNICATIONS LTD.	PO-342860	884.30
204280	PAXTON/PATTERSON	PO-342655	956.55
204281	PRO-ED	PO-342970	151.75

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Warrant Number	Name of Payee	Reference Number	Amount
204282	PRO3 COMMUNICATIONS, LLC	PO-342613	101.40
204283	R & M ELECTRICAL CONTRACTING	PO-340378	1,477.52
204284	SCHOLASTIC INC	PO-343239	115.34
204285	SCOTT FORESMAN	PO-340866	6,267.27
204286	SMARDAN SUPPLY COMPANY	PO-340789	4,173.32
204287	SOUTH COAST ANSWERING SERVICE	PO-341187	125.46
204288	SOUTH COAST MEDICAL GROUP	PO-341756	295.00
204289	SPORTS FACILITIES GROUP INC	PO-341561	15,965.00
204290	STAPLES ADVANTAGE	PO-343036	33.03
204291	STORAGE CONTAINER.COM	PO-340375	110.00
204292	TEXTBOOK WAREHOUSE	PO-342591	81.54
204293	THYSSENKRUPP ELEVATOR CORP	PO-341643	281.36
204294	TIFCO INDUSTRIES	PO-341175	501.23
204295	TONY'S LOCKSMITH SERVICE	PO-341744	1,752.96
204296	VERSATILE SYSTEMS INC.	PO-341745	2,685.00
204297	VISTA PAINT CORP	PO-341192	192.63
204298	WARDS MEDIA TECH	PO-342036	1,328.40
204299	WARDS NATURAL SCIENCE	PO-342001	128.80
		PO-342088	480.45
		PO-342308	93.74
204300	WATERLINES TECHNOLOGIES INC	PO-341773	1,898.31
		PO-342058	1,061.87
204301	WEBASSIGN	PO-342383	1,239.00
204302	WESTERN PSYCH SERVICES	PO-342329	980.10
		PO-342977	267.30
204303	WHITE CAP	PO-341174	212.94
204304	WORLD OF AWNINGS & CANOPIES	PO-342827	8,038.80
204305	WRESTLINGMART.COM	PO-342517	437.24
204306	SPARKLETT'S	PO-341112	24.39
		PO-342111	9.79
204307	STAPLES ADVANTAGE	PO-340440	417.60
204308	ABOVE ALL NAMES CONSTRUCTION	PO-343122	9,175.40
204309	BOWIE ARNESON WILES &	PO-341795	7,689.00
204310	CONSOLIDATED ELECT DISTR	PO-340363	504.42
204311	E. STEWART AND ASSOCIATES	PO-340606	5,040.00
204312	GILBERT & STEARNS INC	PO-340522	17,218.88
204313	HARRIS STEEL FENCE CO. INC.	PO-342184	3,540.00
204314	SAN DIEGO GAS & ELECTRIC	PO-340354	14,573.23
204315	WEST COAST ENVIRONMENTAL	PO-341369	5,580.00
204316	ABOVE ALL NAMES CONSTRUCTION	PO-343130	5,951.35
204317	BOWIE ARNESON WILES &	PO-341794	1,876.50
204318	GILBERT & STEARNS INC	PO-335326	2,875.54
204319	STORAGE CONTAINER.COM	PO-341566	100.00
		PO-341568	100.00
204320	ABDEMALAK, USAMA & BOLES, NERM	PV-151900	410.28

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Warrant Number	Name of Payee	Reference Number	Amount
204321	ALZAMORA, LUCERO	PV-151901	370.09
204322	BANNERMAN, CARY & KELLY	PV-151903	175.17
204323	BLAIN, MATTHEW & KERRY	PV-151905	103.00
204324	CARRASCO, CASEY & CINDY	PV-151906	68.54
204325	COON, MATTHEW/ERIKA	PV-151907	318.84
204326	CROWELL, BRIDGETTE	PV-151908	654.08
204327	DICK, CRAIG OR BILLIE	PV-151909	286.95
204328	DUDHEKER, SANJAY OR SONALY	PV-151960	479.47
204329	EASTMAN, STEPHEN & TARA	PV-151910	221.76
204330	FRAIZER, JERRY & KATHERINE	PV-151911	274.49
204331	GARCIA, ROSALINA	PV-151912	507.99
204332	GAU, MARY	PV-151913	255.36
204333	HAWORTH, MARK & JENNIFER	PV-151914	118.81
204334	HYLTON, CHRIS OR HERMINIA	PV-151915	252.45
204335	JOHNSON, EDWIN OR MELISS	PV-151916	597.63
204336	JUNCAJ, EMILIO & LESLI	PV-151917	147.84
204337	KUEMERLE, IAN OR JENNIFER	PV-151918	275.52
204338	LEVENDOSKI, RICHARD OR LEA	PV-151919	838.66
204339	LEWIS, JONATHAN & ROBYN	PV-151920	285.82
		PV-151921	98.56
204340	LIEBERT, THOMAS &	PV-151922	84.67
204341	LOPEZ, CELESTES	PV-151923	199.09
204342	LOUIE, DARRYL OR CATHERINE	PV-151924	371.62
204343	MACNAMARA DANIEL & ALICIA	PV-151925	197.84
204344	MCGOWAN, DARLENE	PV-151926	316.06
204345	MILLER, JEREMY & SUMMER	PV-151927	239.01
204346	PHO, STACY	PV-151928	177.41
204347	RITURBAN/JOHN PAUL & ANN	PV-151929	190.62
204348	RODAS, PHILLIP AND CAROLYN	PV-151932	416.64
204349	SANTIAGO, JOSE & YAMEL SANCHEZ	PV-151930	236.05
		PV-151933	150.21
204350	TRITZ, RICHARD &/OR JULIE	PV-151931	211.23
204351	TRUSSELL, DAVID & GUINEVERE	PV-151934	385.73
204352	WALKER, TRENT & MISTY	PV-151935	137.76
204353	WEATHERWAX, KATHY	PV-151936	510.05
204354	ROBINSON, RILEY	PV-151939	84.00
204355	SMITH, KYLEIGH	PV-151938	88.00
204356	SOLDAN, PAOLA PAZ	PV-151937	96.25
204357	CAPISTRANO UNIFIED SCHOOL DIST	PO-340311	104,889.07
204358	ADAMSON, CORAL	PV-151941	224.00
204359	ATCHUE, JENNIFER	PV-151942	117.04
204360	BAILEY, REBECCA	PV-151943	86.24
204361	BARRETT, JANET S	PV-151944	58.24
204362	COX, WILLIAM A	PV-151945	220.08
204363	DAGLEY, JEANA	PV-151946	92.96

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Warrant Number	Name of Payee	Reference Number	Amount
204364	HAAPALA, LYNDSY	PV-151947	20.16
204365	HACKER, COLIN	PV-151948	151.20
204366	HARVEY, LAUREN	PV-151949	84.56
204367	HOWARD, ANDREA	PV-151950	68.32
204368	KERINS, TRACY	PV-151951	33.60
204369	SANTOKE, MAHFRIN	PV-151952	113.68
204370	STEVEY, JANELLE	PV-151953	47.04
204371	THORNBURG, QUIN	PV-151954	64.40
204372	WEBSTER, ANNE	PV-151955	54.32
204373	WENTZEL, KORY	PV-151956	103.04
204374	WILLIAMSON, JACOB	PV-151957	26.88
204375	WORKMAN, KEN	PV-151958	38.64
204376	YOTA, DENISE	PV-151959	55.44
204377	ALPHA VISTA SERVICES INC	PO-342472	14,628.00
204378	BARBER & GONZALES CONSULTING	PO-342011	2,320.77
204379	BESTGEN, MARY	PO-340419	533.33
204380	CAMPCO	PO-340368	14,405.14
204381	CONTEMPORARY SERVICES CORP.	PO-341968	749.33
		PO-342044	1,842.17
		PO-342154	1,017.77
204382	FRONTLINE TECHNOLOGIES	PO-341361	17,368.00
204383	KEY DATA SYSTEMS	PO-342016	7,500.00
204384	KRANTZ, TRICIA	PO-340207	3,112.80
204385	REBECCA CALLAGHAN ROMO dba	PO-341571	2,015.00
204386	STROUD, KEITH R	PO-342040	301.00
204387	MUSEUM OF LATIN AMERICAN ART	PO-343329	800.00
204388	ALPINE ACADEMY	PO-340472	12,015.70
204389	ALTERNATIVE COMM SVCS	PO-342026	2,028.00
204390	BATES, GILDA OR MARK	PO-341952	1,146.40
204391	DEVEREUX TEXAS TREATMENT	PO-341918	13,460.23
204392	DEVEREUX TEXAS TREATMENT	PO-340703	10,215.54
204393	GOODWILL INDUSTRIES OF ORANGE	PO-340166	9,120.00
204394	HEAR NOW DBA ABRAMSON	PO-340165	4,101.25
204395	HERITAGE SCHOOLS INC	PO-340693	11,576.00
		PO-340816	1,200.00
204396	LCRA TRUST	PO-340328	6,247.50
204397	MARDAN CENTER OF ED	PO-340474	3,956.00
		PO-340701	3,956.00
		PO-340814	2,924.00
		PO-341044	3,612.00
		PO-341045	2,752.00
		PO-343098	860.00
204398	MC ILVAIN, PATRICK & STEPHANIE	PO-341400	1,716.96
204399	MENDE PSY.D, SYLVIA	PO-340168	8,019.03

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Warrant Number	Name of Payee	Reference Number	Amount
204400	NEW HAVEN YOUTH & FAMILY	PO-342020	6,396.30
		PO-342281	2,621.70
204401	OAK GROVE INSTITUTE	PO-343099	8,590.30
204402	OCEANVIEW SCHOOL	PO-340695	152.00
		PO-342925	990.00
204403	OLIVE CREST ACADEMY CANAL ELEM	PO-341046	4,790.00
		PO-341047	5,190.00
		PO-341087	4,950.00
		PO-341251	6,290.00
204404	ORANGE CTY DEPT EDUC	PO-341915	304,848.94
204405	PERKINS SCHOOL FOR THE BLIND	PO-343228	49,749.46
204406	STAFFREHAB	PO-342145	6,615.00
204407	SUNBELT STAFFING LLC	PO-340222	3,850.00
204408	WILLIAMS, MATTHEW	PO-340156	969.75
204409	WINGARD, RICHARD AND LORENA	PO-341402	750.00
204410	CITY OF SAN JUAN CAPISTRANO	PO-340355	10,905.14
204411	MOULTON NIGUEL WATER	-	
		PO-340357	17,122.59
204412	MOULTON NIGUEL WATER	PO-340357	1,424.84
204413	SAN DIEGO GAS & ELECTRIC	PO-340354	160,837.18
204414	SANTA MARGARITA WATER	PO-340353	12,139.03
204415	SO CAL GAS CO	PO-340371	15,541.01
204416	SO COAST WATER DIST	PO-341629	11,369.17
204417	SOUTHERN CALIFORNIA EDISON	PO-340370	3,272.80
204418	JOHNSTONE SUPPLY	PO-343117	17,145.80
204419	DISCOVERING SCIENCE	PO-340140	2,380.00
		PO-340250	1,190.00
204420	GUIDED DISCOVERIES	PO-343294	5,800.00
204421	HERITAGE MUSEUM OF OC	PO-343280	923.00
204422	XEROX CORPORATION	PO-341429	25,395.30
		PO-341520	51,455.52
		PO-341640	109,656.06
204423	MCGRAW-HILL SCHOOL EDUCATION	PO-341583	938.56
		PO-341584	814.34
		PO-341595	731.53
		PO-341598	331.26
204424	MIKE DEBELLIS	PO-340331	295.00
204425	MISSION AUTO SERVICE	PO-340579	5,909.74
204426	MOBILE FLEET WASH	PO-340548	988.00
204427	MUSIC & ARTS	PO-342299	2.65
204428	NILES BIOLOGICAL	PO-341664	77.31
204429	O'REILLY AUTOMOTIVES INC	PO-342186	20.39

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204430	OFFICE DEPOT	PO-340105	191.11
		PO-340317	359.51
		PO-340448	292.09
		PO-340569	119.83
		PO-341843	171.51
		PO-342189	73.98
		PO-342263	247.18
		PO-342768	237.18
204431	PC & MACEXCHANGE	PO-342532	31,590.00
204432	PERMA-BOUND	PO-343234	2,341.44
204433	PRECISION SPEEDOMETER SR	PO-340988	240.00
204434	PRO-ED	PO-343039	217.80
204435	PRUDENTIAL OVERALL SUP	PO-341423	65.72
204436	QUALITY TOWING	PO-340669	79.00
204437	RIDDELL/ALL AMERICAN	PO-343271	1,136.37
204438	RINCON TRUCK CENTER, INC.	PO-340738	1,355.73
204439	SCHOOL HEALTH CORPORATION	PO-342802	12,258.97
		PO-343110	13.94
204440	SMOG EXPRESS	PO-340674	51.95
204441	SPORT CHALET	PO-330817	276.50
204442	SUPER DUPER INC.	PO-342950	184.80
204443	TECHSMITH CORPORATION	PO-341354	118.30
204444	THE PAINT STORE	PO-340551	204.90
204445	THINKING MAPS INC	PO-342109	93.96
		PO-342803	2,870.00
204446	TIFCO INDUSTRIES	PO-340680	1,875.36
204447	TRUCPAR CO	PO-340683	175.99
204448	TUTTLE-CLICK FORD	PO-340733	846.17
204449	UNIQUE SWEEPING	PO-340734	270.00
204450	UPSWING MARKETING	PO-342582	605.94
204451	VERIZON WIRELESS	PO-340351	38.01
		PO-340772	79.77
		PO-341134	149.52
204452	WAL MART COMMUNITY/RFCSLLC	PO-340575	90.07
		PO-341947	100.96
		PO-342687	56.27
		PO-342867	661.33
204453	WAL MART COMMUNITY/RFCSLLC	PO-342213	73.04
204454	AVILA, JULIANNE	PV-151977	84.00
204455	CARDENAS, SERGIO	PV-151965	88.00
204456	EXCELSIOR ELEVATOR CORP.	PV-151966	100.00
204457	FORBES, TRACEY	PV-151968	93.61
204458	GMS ELEVATOR	PV-151969	100.00
204459	MCCORMICK, LENORE	PV-151971	12.94
204460	ROBINSON, KATIE	PV-151972	257.08

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2014-15 =====\*  
Board of Trustees Meeting.....JANUARY 14, 2015

Warrant Number	Name of Payee	Reference Number	Amount
204461	SCHINDLER ELEVATOR CORPORATION	PV-151973	100.00
204462	MARTIN, AMY	PV-151970	315.00
204463	TRAPP, MICHELLE	PV-151974	330.00
204464	ADVANTAGE RADIATOR	PO-340256	1,940.98
204465	AERO MARK	PO-340449	54.62
204466	ALISO NIGUEL AUTO CARE	PO-340255	311.89
204467	AUDIO DYNAMIX	PO-343079	4,131.16
204468	BAYSCAN	PO-343056	495.00
204469	BLU-WISE MGMT INC	PO-343269	97.20
204470	BRAIN POP LLC	PO-343094	1,200.00
204471	CAL-STATE AUTO PARTS INC	PO-340254	439.56
204472	CAMCOR INC	PO-342469	2,870.68
		PO-342866	2,805.84
204473	CHEVROLET OF IRVINE	PO-341539	234.93
204474	CINTAS CORP #640	PV-151976	662.72
204475	COSTCO S.J.C.	PO-341413	71.92
		PO-341924	473.88
204476	CSMi SPORTSWARE	PO-340843	500.00
204477	DENAULT'S HARDWARE	PO-341853	30.20
204478	DENAULT'S HARDWARE	PO-340297	86.18
204479	FEDERAL EXPRESS CORP	PO-340094	802.71
204480	FLINN SCIENTIFIC INC	PO-342255	718.21
		PO-342940	167.08
		PO-343085	1,129.84
204481	HENRY, VALERIE	PO-343310	450.00
204482	INTERSTATE BATTERIES	PO-340545	480.06
204483	LAGUNA CLAY CO	PO-342967	484.38
204484	LEARNING A-Z	PO-342461	15,629.60
204485	BENS ASPHALT	PO-340611	6,860.50
204486	CITY OF SAN JUAN CAPISTRANO	PO-340355	8,375.58
204487	CONSOLIDATED ELECT DISTR	PO-340363	12,651.05
		PO-343347	180.00
204488	CULVER-NEWLIN	PO-335161	7,490.75
204489	SANTA MARGARITA WATER	PO-340353	677.42
204490	SO CAL GAS CO	PO-340371	7,731.02
204491	SO COAST WATER DIST	PO-341629	7,678.29
204492	CULVER-NEWLIN	PO-341751	5,304.10
204493	DAVE BANG ASSOCIATES INC	PO-342070	37,721.23
204494	CULVER-NEWLIN	PO-334785	100.53
		PO-341219	8,544.74
		PO-341772	6,391.87
204495	HMC ARCHITECTS	PO-341287	26,078.06
204496	SCHOOL FACILITY CONSULT	PO-334520	6,791.25
204497	BOWIE ARNESON WILES &	PV-151978	741.00
		PV-151979	721.50



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2014-15 =====\*  
Board of Trustees Meeting.....JANUARY 14, 2015

Warrant Number	Name of Payee	Reference Number	Amount
204498	260-PRAXAIR DISTRIBUTION INC.	PO-342187	69.59
204499	CLASSROOM DIRECT/SCHOOL	PO-343184	52.10
204500	MAACO COLLISION REPAIR & AUTO	PO-340546	2,426.90
204501	MARKERBOARD PEOPLE	PO-343187	1,199.50
204502	MATH LEARNING CENTER	PO-343311	1,145.00
204503	MCGRAW-HILL SCHOOL EDUCATION	PO-341829	779.84
		PO-341913	628.01
204504	MEDCO SUPPLY INC	PO-340838	3,956.82
204505	MISSION AUTO SERVICE	PO-340579	1,449.11
204506	MUSIC & ARTS	PO-342299	103.55
204507	NASCO WEST	PO-343297	523.12
204508	NILES BIOLOGICAL	PO-341664	81.22
204509	PEARSON ASSESSMENTS	PO-343168	313.50
		PO-343169	256.50
		PO-343173	1,052.60
204510	PRO-ED	PO-342996	1,087.90
		PO-343129	76.89
204511	ROCHESTER 100/NICKY'S FOLDERS	PO-343209	110.00
204512	SEHI COMPUTER	PO-340075	148.50
204513	SIGNS BY CREATIONS UNLIMITED	PO-341165	295.92
204514	SMART & FINAL	PO-342063	46.56
		PO-342162	438.10
204515	SMOG EXPRESS	PO-340674	51.95
204516	SOCIAL THINKING PUBLISHING	PO-343120	5,210.80

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2014-15 =====\*  
Board of Trustees Meeting.....JANUARY 14, 2015

Warrant Number	Name of Payee	Reference Number	Amount
204517	SOUTHWEST SCHOOL SUPPLY	PO-340016	258.94
		PO-340018	6.74
		PO-340020	18.04
		PO-340089	34.86
		PO-340266	45.04
		PO-340435	116.66
		PO-340445	124.00
		PO-340526	117.69
		PO-340563	125.68
		PO-340564	431.84
		PO-340565	63.04
		PO-340621	17.28
		PO-340622	49.42
		PO-340667	593.40
		PO-340754	65.58
		PO-340763	171.72
		PO-341131	80.79
		PO-341437	212.03-
		PO-341542	387.49
		PO-341624	71.12
		PO-341842	33.05
		PO-341844	220.94
		PO-341892	206.05
		PO-342623	62.23
		PO-342640	27.97-
		PO-342745	91.57
		PO-342957	231.45
204518	STARFALL EDUCATION	PO-342850	270.00
204519	SUPPLY LINE BUILDING MATERIALS	PO-340689	166.05
204520	THE NEW YORK TIMES EDUCATION	PO-334507	45.36
204521	TIFCO INDUSTRIES	PO-340680	1,087.94
204522	TRUCPAR CO	PO-340683	291.03
204523	TUTTLE-CLICK FORD	PO-340733	20.61
204524	US GAMES	PO-341885	567.87
204525	VERNIER SOFTWARE	PO-342964	1,026.81
		PO-343276	687.66
204526	WATERLINES TECHNOLOGIES INC	PO-341773	2,825.93
		PO-342058	145.39
204527	WAXIE	PO-343119	5,325.78
204528	SOUTHWEST SCHOOL SUPPLY	PO-341092	60.43
204529	ALPENSPRUCE SOFTWARE INC.	PO-333180	8,212.50
204530	ALTERNATIVE COMM SVCS	PO-342026	1,768.00
204531	ART FOR TEACHERS INCORPORATED	PO-342791	4,169.76
204532	ATKINSON ANDELSON LOYA	PO-342758	6,988.17
204533	BRAIN BUILDERS	PO-342021	8,000.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2014-15 =====\*  
Board of Trustees Meeting.....JANUARY 14, 2015

Warrant Number	Name of Payee	Reference Number	Amount
204534	BUSINESS INTERPRISE	PO-340161	1,062.50
204535	CONTEMPORARY SERVICES CORP.	PO-341966	1,651.06
		PO-342154	1,771.84
204536	DBQ PROJECT, THE	CL-142014	4,400.00
		PO-342340	1,200.00
204537	MAXIM HEALTHCARE SERVICES	PO-342782	3,546.00
204538	OPPORTUNITY SCHOOLS	PO-343066	1,500.00
204539	ROZENBERG, ABBY	PO-340157	1,670.00
204540	STADEL, ANDREW	PO-343216	2,000.00
204541	SYNTEX GLOBAL	PO-340215	2,559.36
204542	WESTSHIELD ADOLESCENT SERVICES	PO-340185	6,208.51
204543	YMCA OF ORANGE COUNTY	PO-341627	2,075.00
204544	STEIN, CHRISTINE	PO-342033	2,025.00
204545	ABDO-SPOTLIGHT-MAGIC WAGON	PO-342796	4,578.12
204546	APPLE TEXTBOOKS	PO-342694	2,160.98
204547	BARCODE GIANT	PO-342482	262.80
204548	BARRETT-ROBINSON INC	PO-341554	5,351.00
204549	BIO RAD LABORATORIES	PO-343040	1,015.64
204550	BIOMETRICS4ALL INC	PO-341855	61.50
204551	BUSWEST	-	
		PO-340587	11,482.68
204552	BUSWEST	PO-340587	1,615.74
204553	CAESAR'S APPLIANCE	PO-343317	9.00
204554	CAROLINA BIOLOGICAL SUPPLY CO	PO-341004	2,671.08
204555	CHEVROLET OF IRVINE	PO-341539	63.50
204556	CULVER-NEWLIN	PO-334850	1,792.52
		PO-334853	530.87
		PO-341081	652.02
204557	DAVE BANG ASSOCIATES INC	PO-341530	7,776.24

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2014-15 =====\*  
Board of Trustees Meeting.....JANUARY 14, 2015

Warrant Number	Name of Payee	Reference Number	Amount
204558	HANDWRITING W/O TEARS	PO-340803	1,248.31
		PO-340804	1,248.31
		PO-340805	1,026.00
		PO-340806	1,966.51
		PO-340808	1,966.51
		PO-340810	1,197.00
		PO-340811	427.52
		PO-340812	983.25
		PO-340818	1,966.50
		PO-340819	812.25
		PO-340821	855.00
		PO-340822	1,068.76
		PO-340823	1,325.27
		PO-340824	1,197.01
		PO-340825	2,650.51
		PO-340826	1,496.25
		PO-340827	897.76
		PO-340828	2,582.11
		PO-340829	983.25
		PO-340830	1,325.25
		PO-340831	1,239.76
		PO-340834	427.51
		PO-340835	1,838.25
		PO-340837	1,539.01
		PO-340839	3,676.51
		PO-340842	1,154.27
		PO-340844	2,479.51
		PO-340845	855.02
		PO-340846	624.16
		PO-340847	1,385.11
		PO-340848	3,163.50
		PO-340849	1,949.42
204559	IN THE NEWS INC	PO-341694	137.00
204560	JOHN DUSENBERRY	PO-342949	200.00
204561	AMERICAN LOGISTICS COMPANY LLC	PO-341748	17,435.00
204562	CERTIFIED TRANSPORTATION	PV-152020	5,246.46
204563	HERITAGE MUSEUM OF OC	PO-343343	540.00
204564	JFK TRANSPORTATION CO INC	PV-152019	2,430.00
204565	PALI MOUNTAIN INSTITUTE	PO-343282	6,000.00
204566	CA LEAGUE MIDDLE SCHOOL	PO-342710	927.00
204567	CASBO	PO-343255	295.00
204568	CCIS	PO-342442	820.00
204569	COALITION FOR ADEQUATE SCHOOL	PO-341864	1,449.00
204570	DISCOVERY SCIENCE CENTER	PO-342707	1,200.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2014-15 =====\*  
Board of Trustees Meeting.....JANUARY 14, 2015

Warrant Number	Name of Payee	Reference Number	Amount
204571	FLIBS	PO-343206	880.00
		PO-343208	880.00
204572	LEADERSHIP ASSOCIATES	CL-140446	9,750.00
204573	ORANGE COUNTY DEPT OF EDUCATIO	CL-140468	5,365.00
		CL-140471	195.00
204574	SCIENCE@OC	PO-340767	3,555.00
		PV-152021	1,185.00
204575	BLANKENBILLER, MARIANNE	PV-152024	25.91
204576	BRACKENRIDGE, MICHAEL	PV-152025	15.00
204577	DAGARIN, JEAN-MARI	PV-152030	55.21
204578	LOFTIS, JENNIFER	PV-152026	15.00
204579	WEINER, PAOLA	PV-152027	15.00
204580	ALCALA-KING	PV-152028	184.30
204581	NICHOLLS, LYDIA	PV-152029	235.00
204582	KING, KAREN	PV-152031	21.29
204583	ALBELO, RAFAEL	PV-152032	109.76
204584	BAPTISTE, NATALIE	PV-152033	73.92
204585	BARRETT, JANET S	PV-152034	38.08
204586	CARBAJAL ELLIOT, EVANGELINE	PV-152035	26.88
204587	CHRISTMAN-STURM, TRACY	PV-152036	74.48
204588	ELKINS, KAREN	PV-152038	212.80
204589	ERICKSON, DANA	PV-152039	24.08
204590	FREY, DEBORAH	PV-152040	100.80
204591	GOLDBECK, MELISSA	PV-152041	96.88
204592	GROSS, DEANNA	PV-152042	23.52
204593	HAACK, KATHI	PV-152043	80.08
204594	HACKER, COLIN	PV-152044	84.56
204595	KELLMAN, KATHLEEN	PV-152048	148.96
204596	MATIENZO, NINA RIE	PV-152049	121.52
204597	MITCHELL, KAREN P	PV-152050	69.44
204598	PLACE, SUSAN	PV-152051	6.72
204599	ROCHE, ANN	PV-152052	195.44
204600	RODRIGUEZ, MICHELLE	PV-152053	105.28
204601	UMINSKY, ALMA	PV-152054	40.32
204602	VAHDAT, SHAHEEN	PV-152055	38.64
204603	VAN DER WAL, KATRINA	PV-152056	64.96
204604	DAGARIN, JEAN-MARI	PV-152037	104.72
204605	HAMIDI, AURORA	PV-152045	3.92
204606	HARMAN, NANCY	PV-152046	101.92
204607	HAYES, NATALIE	PV-152047	97.44
204608	BUNYAN, JAMIE	PV-152057	20.72
204609	COPPOLA, LUCI	PV-152059	561.12
204610	COX, LINDA	PV-152060	54.32
204611	GLASSEN, NINA	PV-152061	31.92
204612	HENRY, LISA	PV-152062	84.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2014-15 =====\*  
Board of Trustees Meeting.....JANUARY 14, 2015

Warrant Number	Name of Payee	Reference Number	Amount
204613	JONES, JOSEPH	PV-152063	166.32
204614	KERINS, TRACY	PV-152064	30.24
204615	LAWING, KORIN	PV-152065	73.92
204616	LEAHY, CHRISTINA	PV-152066	132.72
204617	MARCUS, BRUCE	PV-152067	96.32
204618	METTERT, LISA M	PV-152068	131.04
204619	RUNGO, DEANNA	PV-152069	87.36
204620	SCHREIMAN, COURTNEY	PV-152070	52.64
204621	SHOFNER, BRIANNA	PV-152071	127.68
204622	SHUMATE, DAGMAR	PV-152072	75.60
204623	SOBOLESKI, AMANDA	PV-152073	75.04
204624	STIRLING, ROBERT	PV-152074	70.00
204625	TABARI, LISA SEYEDI	PV-152075	73.36
204626	TAYNE, JULIE	PV-152076	112.56
204627	WEINELL, CAROL	PV-152077	64.96
204628	COPE, MARY	PV-152058	75.04
204629	PAPPAS-PUCKETT, ELAINE K	PV-152078	2,404.10
204630	STATE BD EQUALIZATION	PV-152079	2,518.00
204631	CAPISTRANO UNIFIED SCHOOL DIST	PO-340311	45,969.94
204632	CHLIC-CHICAGO	PO-340304	30,106.87
		PO-340307	15,690.00
204633	CARPIO, FREDERICK	PV-152080	533.37
204634	CHAMBERLAIN, DAVID	PV-152088	652.66
204635	DOUGHERTY, JOLENE	PV-152093	200.89
204636	GARCIA, MONICA	PV-152083	601.35
204637	HALL, SHELLEY A.	PV-152091	220.00
204638	HAUSCHILD, WENDIE	PV-152095	161.92
204639	INTERNATIONAL BACCALAUREATE	PO-342203	729.00
204640	KROGMAN, DEBRAH	PV-152090	58.66
204641	LITTLE, KELLIE	PV-152081	507.35
204642	PATTERSON, DEBBIE	PV-152094	309.99
204643	SALINAS, GABE	PV-152087	718.88
204644	SCHREIMAN, COURTNEY	PV-152089	648.48
204645	WHITE, BRANDI	PV-152084	47.40
204646	YOTA, DENISE	PV-152092	25.00
204647	YOUNG, GREG	PV-152085	1,059.45
940 Warrants			\$10,547,851.70

**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. 1415-10 Frozen Food Products	7/23/2014
A&R Wholesale Distributors, Inc.	Bid No. 1415-06 Grocery, Snack and Beverage Products	6/25/2014
Above All Names Construction Services, Incorporated	Bid No. 1415-13, Concrete Maintenance & Repair	10/8/2014
Advantage Imaging Supply, Inc.	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
AJ Fistes Corporation	Bid No. 1415-04, General Contractor Services	6/11/2014
American Logistics Co., LLC	Bid No. 1415-02 - Outsource Transportation Service	6/11/2014
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
Apex Learning, Inc.	RFP No. 6-1314, Credit Recovery Services	4/23/2014
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
Auditory Instruments, Inc	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
AVES Audio Visual Systems, Inc	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
B&H Foto & Electronics, Corp	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
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
Camcor, Inc	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
CDW Government, LLC	Bid No. 1415-12, Chromebooks	7/23/2014
CDWG	Western State Contracting Alliance (WSCA) Contract No. 7-08-70-13 Cisco Networking Communications and Maintenance	11/9/2010

**Attachment 3**

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
CDWG	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
CDWG	Desert 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
Commercial & Industrial Roofing Co., Inc.	Bid No. 1314-24 San Clemente High School Roof Replacement	5/28/2014
Commercial Aquatic Services, Inc.	Newport Mesa Unified School District, Bid No. 100-15, Pool Supplies	10/8/2014
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
Concepts School and Office Furnishings	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Consolidated Electrical Distributors	Bid No. 1415-03 Electrical Supplies and Materials	6/11/2014
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
Creative Images	RFP No. 7-1314 Photography Services	6/11/2014
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
Culver-Newlin	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
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



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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
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
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. 1415-11 Pizza Service	8/13/2014
Downtown Ford Sales	California Multiple Award Schedule Contract No. 1- 14-23-10, Fleet Vehicles - Cars	8/27/2014
Downtown Ford Sales	California Multiple Award Schedule Contract No. 1- 14-23-20, Fleet Vehicles - Trucks	8/27/2014
Downtown Ford Sales	California Multiple Award Schedule Contract No. 1- 14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2104
E. Stewart & Assoc, Inc.	Bid No. 1213-02 - Weed Abatement	5/23/2012
Earthwalk Communications, Inc.	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
Elk Grove Auto Group	California Multiple Award Schedule Contract No. 1- 14-23-10, Fleet Vehicles - Cars	8/27/2014
Elk Grove Auto Group	California Multiple Award Schedule Contract No. 1- 14-23-20, Fleet Vehicles - Trucks	8/27/2014
Elk Grove Auto Group	California Multiple Award Schedule Contract No. 1- 14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2104
Epic Machines, Inc.	California Multiple Award Schedule Contract No. 3- 14-70-3018A, GSA Schedule No. GS-35F-0511T, Purchase and Warranty of Hardware and Software, Software Maintenance and Installation of Cisco Brand Products	10/22/2014
ESI International, Inc	RFP No. 2-1415, Investigation Services	11/12/2014
Extron Electronics	California Multiple Award Schedule Contract No. 3- 07-70-2382A, General Services Administration Schedule No. GS-35F-4545G, Information Technology Goods and Services	7/9/2014
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
Follett	RFP No. 11.1314, Central Library, Textbook and Asset Management System	5/14/2014
Frontline Technologies	RFP No. 12-1314, Absence Management System	5/14/2014
Fulkra, Inc	RFP No. 2-1415, Investigation Services	11/12/2014

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
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
Galasso's Bakery	Bid No. 1415-05, Fresh Bakery and Bread Products	6/25/2104
Gilbert & Stearns, Inc.	Bid No. 1314-18 Electrical Service	1/8/2014
Golden Star Technology, Inc dba GST	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
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
Hanford Hyundai	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Hanford Toyota	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Hanford Toyota	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Hanford Toyota	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2104
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
Howard Technology Solutions, a Division of Howard Industries, Inc.	Bid No. 1415-12, Chromebooks	7/23/2014
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
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Knowland Construction Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
KYA Services, LLC	California Multiple Award Schedule Contract No. 4-14-72-0057A, GSA Schedule No. GS-27F-0504H, Purchase, Warranty, and Installation of Floor Covering and Related Products	9/24/2014
Lenovo (United States), Incorporated	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27168	6/25/2014
Lifetouch National School Studios	RFP No. 7-1314 Photography Services	6/11/2014
Livermore Ford	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Livermore Ford	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2104
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. 1415-01 Audio Visual Equipment	7/9/2014
PC & MacExchange	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Pro SLV, Inc	Bid No 1415-01 AudioVisual Equipment	7/9/2104
Reliance Communications	RFQ 3-1314 Mass Notification System	8/14/2013
Riverview International	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
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

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
School Specialty	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
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	8/20/2012
Seon Systems Sales, Inc.	Bid No. 1415-14, Mobile Surveillance System, Software, and Installation for School Buses	11/12/2014
SHI International Corp.	Wasco Union Elementary School District RFP Project No. 059-12M.1 Microsoft Products	11/14/2012
Silver Creek Industries, Inc.	Los Alamitos Unified School District Bid No. 2010-0001, Purchase, Relocation, Dismantle and Removal of DSA Portable Classroom	4/23/2014
Simonson Photography, Incorporated	RFP No. 7-1314 Photography Services	6/11/2014
South Coast Photographic	RFP No. 7-1314 Photography Services	6/11/2014
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
Sumner Photography and Publishing, Inc	RFP No. 7-1314 Photography Services	7/9/2014
Swift Superstore	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Swift Superstore	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2104
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. 1415-01 Audio Visual Equipment	7/9/2104
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
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
Wards Media Technology	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
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

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
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
Winner Chevrolet	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Winner Chevrolet	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Winner Chevrolet	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2104
WLC Architects, Inc.	RFQ No. 4-1314, Architectural Services	12/11/2013
Wondries Fleet Group	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Wondries Fleet Group	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Wondries Fleet Group	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2104
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
Zonar Systems, Inc.	RFP No. 1-1415, Global Positioning System	7/23/2014



# VENDOR PAYMENTS OVER 250K AS OF 12/9/14

2014-15

112650	A & R WHOLESALE DISTRIBUTORS	849,774.17
112173	ASCIP	2,010,667.00
049767	BENS ASPHALT	492,464.43
118161	CAPISTRANO CONNECTIONS ACADEMY	5,986,088.00
130027	CAPISTRANO UNIFIED	2,021,410.78
120141	CAPISTRANO UNIFIED SCHOOL DIST	1,393,914.39
015900	CAPO-LAGUNA BEACH ROP	1,470,659.42
106764	CDWG Inc	434,506.86
043026	CIGNA	265,138.67
143558	COMMERCIAL & INDUSTRIAL	723,123.00
146265	COMMUNITY ROOTS	1,150,143.00
122828	CORVEL ENTERPRISE COMP INC	1,020,734.50
024000	CULVER-NEWLIN	302,401.89
105883	DAVE BANG ASSOCIATES	316,015.60
144459	E L ACHIEVE	254,384.55
051854	GILBERT & STEARNS INC	405,751.86
150399	HARRIS STEEL FENCE CO. INC.	305,259.40
150688	HOWARD TECHNOLOGY SOLUTIONS	250,022.50
148747	ILLUMINATE EDUCATION INC.	263,238.50
144880	IPC USA	326,846.47
105873	JOURNEY CHARTER SCHOOL	914,436.00
150703	MEBA C/O	15,052,432.74
120832	METROPOLITAN EMPLOYEES	7,037,947.16
113144	OPPORTUNITY FOR LEARNING	842,514.37
066570	ORANGE COUNTY DEPT OF EDUC	1,871,923.64
146264	OXFORD ACADEMY	2,295,569.00
145219	PACIFIC ROOFING SYSTEMS	412,622.85
078255	SAN DIEGO GAS & ELECTRIC	4,312,194.45
081031	SCOTT FORESMAN	419,946.84
150282	SILVER CREEK INDUSTRIES INC.	829,809.23
149669	SOUTH COAST ROP	1,078,662.78
122718	SOUTHERN CALIFORNIA EDISON	749,547.49
084770	SOUTHWEST SCHOOL SUPPLY	281,400.14
145062	STUTZ ARTIANO SHINOFF & HOLTZ	301,462.33
147868	US BANK	2,476,381.81
115841	US BANK NATIONAL ASSOCIATION	1,637,997.43
096332	WAXIE	453,886.84
099210	XEROX CORPORATION	1,168,484.35





**DONATION OF FUNDS**  
**January 14, 2015**

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Schoola			Aliso Niguel High School
City of Laguna Niguel	\$20.59	Instructional Materials and Supplies	Aliso Niguel High School
Amazon Services	\$5,000.00	After School Homework Club	Aliso Viejo Middle School
Aliso Viejo Middle School PTSA	\$88.10	Non-Instructional Materials and Supplies	Aliso Viejo Middle School
Empties4Cash	\$1,120.00	Extra Curricular Sports Program	Aliso Viejo Middle School
San Juan Capistrano Education Foundation	\$14.45	Non-Instructional Materials and Supplies	Ambuehl Elementary School
Arroyo Vista K-8 School PTA	\$11,760.00	Field Trip Entrance Fees and Transportation	Arroyo Vista K-8 School
Arroyo Vista K-8 School PTA	\$6,000.00	Desktop Computers for EL Classrooms	Arroyo Vista K-8 School
Arroyo Vista K-8 School PTA	\$10,000.00	Instructional Assistant	Arroyo Vista K-8 School
Arroyo Vista K-8 School PTA	\$800.00	Lymboc Math	Arroyo Vista K-8 School
Arroyo Vista K-8 School PTA	\$5,501.10	Choir Risers	Arroyo Vista K-8 School
Arroyo Vista K-8 School PTA	\$1,952.12	Technology for Elementary	Arroyo Vista K-8 School
Arroyo Vista K-8 School PTA	\$150.00	iPad	Arroyo Vista K-8 School
Bergeson Foundation	\$270.00	Jersey Shirts for New Staff	Bergeson Elementary School
Assistance League of Capistrano Valley	\$500.00	TV and Apple TV	Bernice Ayer Middle School
College Board	\$1,500.00	Instructional Materials and Supplies	Capistrano Valley High School
Pumpkin City's Pumpkin Farm	\$200.00	Instructional Materials and Supplies	Castille Elementary School
Clarence Lobo Elementary School PTA	\$100.00	Santa Ana Zoo Zoomobile Visit	Clarence Lobo Elementary School
Clarence Lobo Elementary School PTA	\$420.00	Tesman Planetarium Field Trip	Clarence Lobo Elementary School
Clarence Lobo Elementary School PTA	\$640.00	Mission San Juan Capistrano Field Trip	Clarence Lobo Elementary School
OC Treasurer	\$0.08	Deposit Correction	Clearing Account
Concordia Elementary School PTA	\$1,000.00	Support of At-Risk EL Learners	Concordia Elementary School
City of Laguna Niguel	\$5,000.00	After School Tutorial	Dana Hills High School
Anonymous Parent Donation	\$1,000.00	DHHS Culture Through Communication	Dana Hills High School
Don Juan Avila Elementary School	\$4,786.00	Art Masters Program	Don Juan Avila Elementary School
Donor's Choice		3 Acer C720 Chromebook	Don Juan Avila Elementary School
George White Elementary School Booster Club	\$1,000.00	ETAP I Stipend	George White Elementary School
Bright Works Incorporated	\$68.40	Instructional Materials and Supplies	Hidden Hills Elementary School
Vending Plus	\$34.42	Instructional Materials and Supplies	John S. Malcom Elementary School
Ladera Ranch Education Foundation, Inc.	\$32,484.00	Outdoor Science School	Ladera Ranch Elementary School
Las Flores Middle School PTA	\$6,548.48	Technology Upgrade	Las Flores Middle School
San Clemente Garden Club	\$550.00	Instructional Materials and Supplies	Las Palmas Elementary School
Green Up Our Schools	\$1,000.00	Instructional Materials and Supplies	Las Palmas Elementary School
Marblehead Elementary Aloha Education Foundation	\$320.09	PE Equipment	Marblehead Elementary School
Marblehead Elementary School PTA	\$1,530.00	Field Trip Entrance Fees and Transportation	Marblehead Elementary School
Pumpkin City's Pumpkin Farm	\$200.00	Technology	Newhart Middle School
Edison International	\$63.00	Instructional Materials and Supplies	Palisades Elementary School
Edison International	\$63.00	Instructional Materials and Supplies	Palisades Elementary School
Philip J. Reilly Elementary School PTA	\$1,079.00	Heritage Museum Field Trip	Philip Reilly Elementary School
San Clemente High School PTSA	\$3,465.00	SchoolLoop Contract	San Clemente High School
San Clemente High School PTSA	\$7,470.00	Projectors, Document Cameras, and Computers	San Clemente High School

**DONATION OF FUNDS**  
**January 14, 2015**

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
San Juan Elementary School PTA	\$4,346.23	Student Agendas	San Juan Elementary School
San Juan Elementary School PTA	\$4,000.00	Field Trip Entrance Fees and Transportation	San Juan Elementary School
Mr. Tom Marshall		School Materials and Supplies	San Juan Elementary School
Laguna Niguel Presbyterian Church, Attn: Mrs. Eileen Green		Backpacks Filled with School Materials and Supplies	San Juan Elementary School
Calvary Chapel, Attn: Pastor Gary		Backpacks Filled with School Materials and Supplies	San Juan Elementary School
Veritas Masonic Lodge, Attn: Master Cliff Carpenter		Backpacks Filled with School Materials and Supplies	San Juan Elementary School
Ms. Sara Nieves		Backpacks Filled with School Materials and Supplies	San Juan Elementary School
YMCA, Attn: Mrs. Juana Anchirraico, Director		School Materials and Supplies	San Juan Elementary School
Mr. and Mrs. Bret Morris		School Materials and Supplies	San Juan Elementary School
Mrs. Linh Fong		School Materials and Supplies	San Juan Elementary School
Charlie and Rostvold, Attn: Ms. Alyssa Bowdle		School Materials and Supplies	San Juan Elementary School
Shorecliffs Middle School Foundation	\$1,768.61	Instructional Materials and Supplies	Shorecliffs Middle School
Rafael O. Perez	\$1,500.00	OCTA Bus Passes and Walmart Gift Cards	State and Federal Programs
Forster Ranch Education Foundation	\$6,000.00	5th Grade Science Camp Deposit	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$405.00	Ocean Institute Field Trip	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$405.00	Ocean Institute Field Trip	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$1,500.00	Thinking Maps Professional Development	Truman Benedict Elementary School
Vista del Mar Elementary School PTA	\$1,000.00	BrainPop Subscription	Vista del Mar Elementary School
Juice It Up	\$260.00	Non-Instructional Materials and Supplies	Vista del Mar Middle School
Wagon Wheel Elementary School PTA	\$919.11	Non-Instructional Materials and Supplies	Wagon Wheel Elementary School
Wagon Wheel Elementary School PTA	\$2,369.34	Meet the Masters Program	Wagon Wheel Elementary School
	\$138,171.12		

JANUARY 14, 2015 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
ICA	1415166	3	Education	Cesar Vargas & Associates	Translations and Interpretation Services	1/15/2015-6/30/2015	\$ 10,000.00
PSA	1415167	3	Special Ed	Bolinda Karge	Provide In-Service Training to Teachers on Co-Teaching	1/15/2015-6/30/2015	\$ 1,000.00
TOTAL							\$ 11,000.00

NEW AGREEMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
FSA	1415147	5	Facilities	LVH Entertainment System	Labor and Materials to Install New Motorized Front of House Truss System	12/11/15-Upon Completion of Work	\$ 32,000.00
FSA	1415159	5	Facilities	Russell Sigler, Incorporated	Dana Hills High School HVAC - Installation and Setup of VAV Terminal Units and Installation of DDC Database for All New Controllers onto the Existing Front End	12/01/2014- Upon Completion of Work	\$ 11,767.00
FSA	1415160	5	Food Service	Stonhard , Division of StonCor Group, Incorporated	Capistrano Valley High School Kitchen Back Half - Labor and Materials for Routine and Usual Maintenance for the Preservation and Protection of Kitchen Floor	12/2014- Upon Completion of Work	\$ 14,500.00
FSA	1415161	5	Food Service	Stonhard , Division of StonCor Group, Incorporated	Del Obispo Elementary School Cafeteria - Labor and Materials for Routine and Usual Maintenance for the Preservation and Protection of Kitchen Floor	12/2014- Upon Completion of Work	\$ 14,500.00
FSA	1415164	5	Facilities	Seaside Heating & Air Conditioning, Incorporated	Dana Hills High School - Installation of Three (3) Greenheck Exhaust Fans and Labor to Repair Any Unforeseen Damage to Existing Dampers	12/2014- Upon Completion of Work	\$ 19,520.00
PSA	1415165	3	Special Ed	Kyle D. Pontius, Ph.D.	To Complete Psychological Independent Education Evaluations (IEE).	12/1/2014-6/30/15	\$ 1,900.00
PSA	1415168	3	Special Ed	Jennifer Toney Speech Pathology	Provide Speech Language Pathology Services	12/15/2014-6/30/2015	\$ 51,840.00
FSA	1415169	5	Facilities	Weatherproofing Technologies, Incorporated	Tijeras Creek Elementary School - Repair Roof Leaks	12/2014-Upon Completion of Work	\$ 5,000.00
TOTAL							\$ 151,027.00

EXTENSIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
PSA	1314153	5	General	School Facility Consultants	Provide Consulting Services State School Building Program Advisor	1/23/2015-1/22/2016	\$ 56,000.00
TOTAL							\$ 56,000.00

JANUARY 14, 2015 BOARD MEETING  
DISTRICT STANDARDIZED  
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

## EXTENSION RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1213167	3	Gift	Segersstrom Center for the Arts	Provide Arts Assemblies for CUSD Students	1/8/2015-1/07/16	\$ 10,000.00
ICA	1314140	3	Gift Funds	City of Santa Ana	Provide Santa Ana Zoo Zoomobile	1/9/2015-1/08/16	\$ 500.00

TOTAL \$ 10,500.00

## AMENDMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
PSA	1112117	3	Special Ed	Dr. Perry David Passaro	Provides Psycho Education Assessments as an Independent Education Evaluator	Revised Fee Schedule and Increase Contract Amount From \$5,000 to \$8,400	\$ 3,400.00
PSA	1314172	3	Special Ed	Business Interprise Professionals, LLC	Provide Mental and Behavioral Health Services	Revised Fee Schedule and Increase Contract Amount From \$15,000 to \$40,000	\$ 25,000.00
MCA*	1415007	3	Special Ed	Devereux Cleo Wallace	Basic Education Program/Special Education Instruction, Residential Mental Health Services	Revised Fee Schedule	\$ -
ICA	1415099	5	M&O	Maier International, Incorporated	Abatement Services	Increase Contract Amount From \$40,000 to \$80,000	\$ 40,000.00

TOTAL \$ 68,400.00

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.



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of January 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").

### CESAR VARGAS & ASSOCIATES

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$10,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is commencing January 15, 2015 through June 30 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

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

Name: Terry Fluent

Title: Director, Purchasing

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

### CONTRACTOR

Signature \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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

**CESAR VARGAS & ASSOCIATES**

## FEE SCHEDULE

Requested by: CUSD Purchasing Department

Cesar Vargas & Associates is a DBA of MENTE, Inc.  
(Mind-Enhancement Network for Training Excellence)

Contact: Cesar Vargas  
8502 East Chapman Avenue # 302  
Orange, California 92869  
Phone: (714) 558-5636  
Email: cesar@menteinc.com

### DESCRIPTION OF SERVICES:

Translation of written materials and interpretation of meetings or conferences.

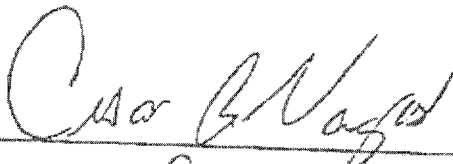
### RATE OF PAY AND EXPENSES:

For translations \$0.18 (eighteen cents) per word in the target language for translation, and \$95 per hour for interpretation into and from Spanish and Vietnamese. Other languages will necessitate a separate quote, which would depend on the availability of qualified interpreters. Due to travel times and opportunity cost, the minimum billing for interpretations is 2 hours, in hourly increments, which includes 30 minutes preparation time before the meeting is scheduled to start. For interpretations, there is a strict 24-hour cancellation policy. If Client cancels or reschedules the interpretation assignment for any reason, and fails to inform Client with more than a 24-hour period, the minimum 2-hour charge applies. For translations, there is a \$50 minimum charge.

Any additional work beyond that which is specified above shall be billed at \$100.00 (one hundred dollars) per hour, in hourly increments.

Any project-related expenses shall be agreed upon by Client ahead of time in writing, and shall be reimbursed to Translator upon presentation of receipts and invoice.

Signature



Date

Nov 20, 2014

Typed or Printed Name

Cesar Vargas



## PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of January 15, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

### BELINDA KARGE

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$1,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing January 15, 2015 through June 30, 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 Consultant acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

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

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

### DISTRICT

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

Name: Terry Fluent

Title: Director, Purchasing

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

### CONSULTANT

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

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

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

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

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

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

EXHIBIT A

Belinda Dunnick Karge, Ph.D.  
2067 Vista Hermosa Way  
El Cajon, CA 92019  
bkarge@fullerton.edu

Daily Rate Sheet

\$1,000 for presentation (includes preparation)

\$14.95 per person for material. Order Engage 11 at  
<http://thediscoverysource.com/engage-11/>





**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 January 2015, by and between LVH Environmental Systems, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed \$ 32,000.00 the following:  
Tesoro High School - Materials and labor to install new motorized front of house truss system  
\_\_\_\_\_  
\_\_\_\_\_
2. The term of the Contract shall begin on December 11, 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, Performing Arts or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

Field Service Agreement  
Capistrano Unified School District

-1

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

- ☐ W-9 Request for Taxpayer Identification Number and Certification
- ☐ Quote/Proposal, dated \_\_\_\_\_
- ☐ Plans and Specifications/Scope of Work
- ☐ Worker's Compensation Certificate
- ☐ Purchase Order Number \_\_\_\_\_
- ☐ Liability Insurance Certificate
- ☐ Guarantee
- ☐ Certification by Contractor of Criminal Records Check
- ☐ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☐ Payment Bond \$ \_\_\_\_\_
- ☐ Faithful Performance Bond \$ \_\_\_\_\_
- ☐ California State Contractor's License Number \_\_\_\_\_
- ☐ Drug-Free Workplace Certification
- ☐ Tobacco Use Policy
- ☐ Other \_\_\_\_\_

## 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

Lynh N. Nguyen  
Print Name

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

Executive Director, Purchasing and Contracts  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(Corporate Seal, if Incorporated)



October 6, 2014

Mr. Clark Fisher  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

Re: LVH Contract #	14050.1
Project Site:	1 Tesoro Creek Rd., Las Flores, CA 92688
Property Owner:	Capistrano Unified School District
Customer/Owner Agent:	Tesoro High School / Clark Fisher

CA LICENSE #729046

Mr. Fisher:

Thank you for the opportunity to quote on this project.

LVH Entertainment Systems ("LVH") is willing to perform the following scope of work (the "project") for the price quoted and on the following terms and conditions. If acceptable, please sign and return this contract. LVH will not perform any work until a signed contract is received.

#### Scope of Work

- Install new motorized front of house truss system consisting of the following
  - Provide and install one (1) 2,100lb capacity pile wind winch for six (6) 1/4" galvanized aircraft cable lift lines.
  - Provide and install one (1) Standard up/down control station with hand held remote.
  - Provide and install six (6) 8" diameter loft blocks with mounting hardware and supplementary mounting steel.
  - Provide and install two (2) 1 1/2" schedule 40 black pipe battens 63'-0" long (one top & one bottom).
  - Provide and install one (1) pantograph system for cable management to include new cable for existing circuits.
  - Reuse existing connector strip and mounting hardware.

The price for the above work is:

**\$32,000.00**

*26*  
*10/14/14*

The above work is estimated to require 2-3 week(s) of on-site installation. Equipment lead time is estimated at 6-8 week(s) after return of approved submittals. Submittal drawings require 4-6 week(s) after approval of contract and notice to proceed.

Sales tax is included in the above quoted prices. Permit fees are not included in the above quotation. LVH warrants all work performed by LVH for a period of one (1) year. All products are warranted by their respective manufacturer.

#### Terms and Conditions

The price is based upon LVH's normal work hours. Normal work hours are Monday through Friday, 6 a.m. to 4 p.m., holidays excluded. LVH Entertainment retains the right to work overtime on the project with no extra charges to customer should LVH Entertainment so choose. Overtime work chargeable to the Customer must first be authorized by the Customer in writing.





**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 January 2015, by and between Russell Sigler, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed \$ 11,767.00 the following:  
Dana Hills High School HVAC - Installation and setup of VAV Terminal Units and installation of DDC Database of all new controllers onto the existing front end
2. The term of the Contract shall begin on December 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, Construction or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

Field Service Agreement 1415159  
Capistrano Unified School District

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

- ☐ W-9 Request for Taxpayer Identification Number and Certification
- ☐ Quote/Proposal, dated \_\_\_\_\_
- ☐ Plans and Specifications/Scope of Work
- ☐ Worker's Compensation Certificate
- ☐ Purchase Order Number \_\_\_\_\_
- ☐ Liability Insurance Certificate
- ☐ Guarantee
- ☐ Certification by Contractor of Criminal Records Check
- ☐ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☐ Payment Bond \$ \_\_\_\_\_
- ☐ Faithful Performance Bond \$ \_\_\_\_\_
- ☐ California State Contractor's License Number \_\_\_\_\_
- ☐ Drug-Free Workplace Certification
- ☐ Tobacco Use Policy
- ☐ Other \_\_\_\_\_

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

Lynh N. Nguyen  
Print Name

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

Executive Director, Purchasing and Contracts  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(Corporate Seal, if Incorporated)



Turn to the Experts.

# Sigler

COMMERCIAL HVAC DIVISION

6650 Top Gun St.

858.569.4374



## CONTROLS QUOTATION – INSTALLATION ONLY

Job Name: **Capistrano - Dana Hills R3**  
 Attention: Ryan Carter  
 Job Location: Dana Point, CA

Date: 09/22/2014  
 Quote Number: 14STP-093B  
 Engineer: (No Contact)

We at Russell Sigler, Inc. are pleased to quote the following controls components and scope of work for the above referenced project in accordance with attached terms and conditions. This quotation is based on no specification or plan sheets. Russell Sigler, Inc. is not responsible for any items not noted in the quotation due to absence of specification or plan information. Contractor is responsible for checking quotation prior to acceptance.

**No addenda included.**

**Total Net Sell Price : \$11,767.00**

Price based on Contractor providing (2) sets of Mechanical plans and (1) set of Electrical plans to Russell Sigler Engineer at no cost.

### SCOPE:

Controls Installation provided by Russell Sigler, Inc., **CA State Contractors License number 960159** (expiration date 4/30/2015). Materials not provided under subcontract work. CONDUIT NOT INCLUDED UNDER THIS SCOPE OF WORK.

### VAV TERMINAL UNITS (AHU-1)

- Install and wire (4) VAV Direct Digital Controllers with Actuators, to be installed at Cold Deck VAV Terminals.
- Install and wire (4) Dual Duct Direct Digital Controllers with Actuators, to be installed at Hot Deck VAV Terminals.
- Install (4) Duct Static Pressure Pickups w/tubing, installed in the Hot Deck supply air duct, for pressure control.
- Start-up, Checkout and Calibration of the VAV Terminal controls.

### NETWORK & OPERATOR INTERFACE

- Setup and install the DDC Database for all new controllers onto the existing front end.

### ADDITIONAL ITEMS INCLUDED IN SCOPE

- Owner Training.
- Repair any found damaged communication wire.
- Remove and return all controls components to district.
- Programming for DDC controllers.
- Provide Air Balance Assistance for VAV System.
- Start-up and Checkout of the installed control system.
- Submittals with Point to Point CAD controls drawings.







**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 January 2015, by and between Stonhard, Division of StonCor Group, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed \$ 14,500.00 the following:  
Capistrano Valley High School, Kitchen Back Half - Labor and materials for routine and usual maintenance for the preservation and protection of kitchen floor
2. The term of the Contract shall begin on December 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, Food & Nutritional Services or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

Field Service Agreement 1415160  
Capistrano Unified School District

-1

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

- ☐ W-9 Request for Taxpayer Identification Number and Certification
- ☐ Quote/Proposal, dated \_\_\_\_\_
- ☐ Plans and Specifications/Scope of Work
- ☐ Worker's Compensation Certificate
- ☐ Purchase Order Number \_\_\_\_\_
- ☐ Liability Insurance Certificate
- ☐ Guarantee
- ☐ Certification by Contractor of Criminal Records Check
- ☐ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☐ Payment Bond \$ \_\_\_\_\_
- ☐ Faithful Performance Bond \$ \_\_\_\_\_
- ☐ California State Contractor's License Number \_\_\_\_\_
- ☐ Drug-Free Workplace Certification
- ☐ Tobacco Use Policy
- ☐ Other \_\_\_\_\_

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

Lynh N. Nguyen  
Print Name

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

Executive Director, Purchasing and Contracts  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

**STONHARD**

#150702

1000 East Park Avenue  
Maple Shade, NJ 08052  
856/779-7500  
FAX: 856-321-7635

Ms. Dawn Davey  
Capistrano Valley High School  
26301 Via Escolar  
Mission Viejo, CA 92692

Project Name: **Capistrano Valley HS Kitchen Back Half**

November 03, 2014

Re: Quote Number: **4151658**

Dear Ms. Dawn Davey:

Thank you for the opportunity to work with you on the Capistrano Valley HS Kitchen Back Half project at Capistrano Valley High School, 26301 Via Escolar, Mission Viejo CA 92692. For this project, Stonhard proposes the following scope of work and pricing:

Area Name	Size	Product
Capistrano Valley HS Kitchen Back Half	548 sq ft	STONSHIELD HRI MALT STANDARD

Area Name: **CAPISTRANO VALLEY HS KITCHEN BACK HALF**

**Conditions of Use (Capistrano Valley HS Kitchen Back Half):**

- There are no spillages specified. However if spillages do occur, they are not to exceed the Chemical Resistance Guides of the quoted products. The spillages occur over 100% of the floor through normal operations on a daily basis.
- The floor is mopped with general purpose cleaner daily at a temperature of 75° F.
- The floor is subject to cart traffic on rubber wheels with a maximum load of no more than 1,000 lbs.

**Warranty (Capistrano Valley HS Kitchen Back Half):**

- Refer to Terms and Conditions for detailed warranty.

**Pricing (Capistrano Valley HS Kitchen Back Half):**

- \$14,500.00 based on prevailing wage labor.

**Pricing Assumes:**

- The following is a list of requirements needed to ensure a successful completion of this project:
- Lighting - The area must have adequate lighting in order to install the specified Stonhard product.
- Heat - A minimum substrate and material temperature of 60F must be maintained in the area to ensure proper curing.

429021

# 4473-901-02 2210





**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 January 2015, by and between Stonhard, Division of StonCor Group, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed \$ 14,500.00 the following:  
Del Obispo Elementary School, Cafeteria - labor and materials for routine and usual maintenance for the preservation and protection of cafeteria floor
2. The term of the Contract shall begin on December 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, Food & Nutritional Services 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 \_\_\_\_\_
- ☐ Plans and Specifications/Scope of Work
- ☐ Worker's Compensation Certificate
- ☐ Purchase Order Number \_\_\_\_\_
- ☐ Liability Insurance Certificate
- ☐ Guarantee
- ☐ Certification by Contractor of Criminal Records Check
- ☐ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☐ Payment Bond \$ \_\_\_\_\_
- ☐ Faithful Performance Bond \$ \_\_\_\_\_
- ☐ California State Contractor's License Number \_\_\_\_\_
- ☐ Drug-Free Workplace Certification
- ☐ Tobacco Use Policy
- ☐ Other \_\_\_\_\_

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

Lynh N. Nguyen  
Print Name

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

Executive Director, Purchasing and Contracts  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

**STONHARD** #1507

1000 East Park Avenue  
 Maple Shade, NJ 08052  
 856/779-7500  
 FAX: 856-321-7635

Ms. Dawn Davey  
 Del Obispo Elementary School  
 25591 Camino Del Avion  
 San Juan Capistrano , CA 92675

Project Name: **Del Obispo Elementary School - Cafeteria**

November 05, 2014

Re: Quote Number: **4151659**

Dear Ms. Dawn Davey:

Thank you for the opportunity to work with you on the Del Obispo Elementary School - Cafeteria project at Del Obispo Elementary School, 25591 Camino Del Avion, San Juan Capistrano CA 92675 . For this project, Stonhard proposes the following scope of work and pricing:

Area Name	Size	Product
Del Obispo Elementary School - Cafeteria	531 sq ft	STONSHIELD HRI TBD MEDIUM TX

Area Name: **DEL OBISPO ELEMENTARY SCHOOL - CAFETERIA**

**Conditions of Use (Del Obispo Elementary School - Cafeteria):**

- There are no spillages specified. However if spillages do occur, they are not to exceed the Chemical Resistance Guides of the quoted products. The spillages occur over 100% of the floor through normal operations on a daily basis.
- The floor is mopped with general purpose cleaner daily at a temperature of 75° F.
- The floor is subject to cart traffic and hand trucking on rubber wheels with a maximum load of no more than 1,000 lbs.

**Warranty (Del Obispo Elementary School - Cafeteria):**

- Refer to Terms and Conditions for detailed warranty.

**Pricing (Del Obispo Elementary School - Cafeteria):**

- \$14,500.00 based on prevailing wage labor.

**Pricing Assumes:**

- The following is a list of requirements needed to ensure a successful completion of this project:
- Lighting - The area must have adequate lighting in order to install the specified Stonhard product.







**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 January 2015, by and between Seaside Heating & Air Conditioning, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed \$ 19,520.00 the following:  
Dana Hills High School - Installation of three (3) Greenheck exhaust fans and labor to repair any  
unforseen damage to existing dampers
2. The term of the Contract shall begin on December 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, Construction or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

Field Service Agreement 1415164  
Capistrano Unified School District

-1

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

- ☒ W-9 Request for Taxpayer Identification Number and Certification  
☒ Quote/Proposal, dated #1464, 11/3/2014  
☐ Plans and Specifications/Scope of Work  
☒ Worker's Compensation Certificate  
☐ Purchase Order Number \_\_\_\_\_  
☒ Liability Insurance Certificate  
☒ Guarantee  
☒ Certification by Contractor of Criminal Records Check  
☒ Contractor's Certificate Regarding Non-Asbestos Containing Materials  
☐ Payment Bond \$ \_\_\_\_\_  
☐ Faithful Performance Bond \$ \_\_\_\_\_  
☒ California State Contractor's License Number \_\_\_\_\_  
☒ Drug-Free Workplace Certification  
☒ Tobacco Use Policy  
☒ Other Compliance with Safety Regulations

8. IN WITNESS WHEREOF, said parties have executed this Contract as of the date first written above.

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

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

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

Lynh N. Nguyen  
Print Name

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

Executive Director, Purchasing & Contracts  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

# Seaside

## HEATING & AIR CONDITIONING

1359 Rocky Point Dr.  
Oceanside, CA 92056

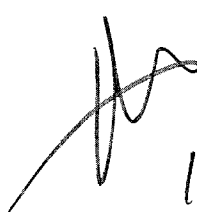
Phone #	Fax #
760-643-1100	760-842-5642
Lic. #790514	

# 790514

## Proposal

Date	Proposal #
11/13/2014	1464

Capistrano Unified School District 33333 Golden Lantern Dana Point, CA. 92629	Job Location 33333 Golden Lantern Dana Point, California 92629
---	--

Description	Total
<p>Estimate to install 3-Greenheck Exhaust fans with spiral lined ducting to 10 exhaust diffusers.</p> <p>Scope of work to include:</p> <p>1-Greenheck BDF belt driven 3280 CFM @ .375sp      Kruger Diffusers</p> <p>1-Greenheck BDF belt driven 4830 CFM @ .375sp      24 Gauge</p> <p>1-Greenheck BDF belt driven 4705 CFM @ .375sp      Prevailing Wage</p> <p>Isolation Springs      Sheet Metal Fabrication</p> <p>All work to be done as per plan. Labor, tax and start-up</p> <p>Exclusions: Controls, electrical, engineering</p> <p>Option 1: Labor rate @ \$105.00 per hour to repair any unforeseen damage to existing dampers not to exceed. \$2,520.00 <u>RL</u> Initial Here to Accept</p> <p>Option 2: Replace any unforeseen damaged dampers at a rate of \$1,200.00 per damper. Initial Here to Accept</p> <p>Sales Tax</p> <p style="text-align: center;"> 11/17/14</p>	<p>17,000.00</p> <p>0.00</p>

### PURCHASER'S ACCEPTANCE:

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





## PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of January 15, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

**Kyle D. Pontius, PhD**

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$1,900 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 commencing December 1, 2014 through June 30, 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 Consultant acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

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

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

### DISTRICT

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

Name: Terry Fluent

Title: Director, Purchasing

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

### CONSULTANT

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

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

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

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

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

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



## CAPISTRANO UNIFIED SCHOOL DISTRICT

### SPECIAL CONDITIONS

#### Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **Kyle D. Pontius, PhD**, has agreed to conduct one or more Independent Educational Evaluations (IEEs) during the 2014-2015 fiscal year. Consultant is functioning solely as an Independent Educational Evaluator. In performing and completing the duties of the IEE, Consultant agrees to the following:

1. Conflict of Interest: Consultant agrees that he/she will not recommend therapy or services within his/her own agency, company, or practice.
2. School Grounds: Consultant agrees that during the performance of an IEE at or on school district grounds, the Consultant may be accompanied by a DISTRICT representative during the duration of observation or interviews of staff and/or pupil.
3. Report: Upon completion of the IEE, the Consultant will provide a written report to the District on or before the date when Consultant provides a copy to a parent.
4. Assessment Documentation: Prior to receipt of payment for services, Consultant agrees to release all assessment documentations to the District including assessment protocols, observation notes, and written report.

The total cost of conducting the IEE in the area listed below shall include full completion of the report (including observation of student), participation in one IEP meeting to review the assessment in person or by phone, and copies of protocols and reports.

<u>Type of Assessment</u>	<u>Qualification of Assessor</u>	<u>Approved Rate</u>
Psycho-Education	Licensed Educational or Clinical Psychologist	1,900

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Date

**Received by:**

\_\_\_\_\_  
District Representative

\_\_\_\_\_  
Date

Kyle D. Pontius, Ph.D.

Clinical Adult & Child Psychology • Licensed Psychologist, #PSY 14186  
P.O. Box 80951 – Rancho Santa Margarita, CA 92688  
949-454-9016, x3, voicemail; [drkyle@um.att.com](mailto:drkyle@um.att.com), email

EXHIBIT A

## Fee Schedule

This quote is for an IEE of student.

The battery chosen involves the administration of several neuropsychological tests in order to describe strengths and weaknesses as they relate specifically to the accommodation of repeating tests and quizzes when he initially performs poorly on them.

Initial consultation & review of results, 2 hours  
Administration, Scoring, Interpretation, and report writing of test battery, 5.5 hours  
Attendance at an IEP meeting, 1 hour  
8.5 hours total @ \$200/hour = \$1,700

Signature: 

Date: 11/18/2014







## PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of January 15, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

### JENNIFER TONEY SPEECH PATHOLOGY

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$51,840 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 December 15, 2014 through June 30, 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 Consultant acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

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

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

#### DISTRICT

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

Name: Terry Fluent

Title: Director, Purchasing

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

#### CONSULTANT

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

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

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

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

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

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

## ***JENNIFER TONEY SPEECH PATHOLOGY***

---

51 Via Zaragoza, San Clemente, CA 92672

(949) 542-7462

jennifertoneyspeech@gmail.com

### **SERVICE RATES**

- Speech/Language Therapy per clinical hour (in-home): \$95.00
- Speech/Language Therapy per clinical hour (school site/ 4 hour minimum): \$80.00
- Speech/Language Assessment per hour: \$125.00



**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 January 2015, by and between Weatherproofing Technologies, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed \$ 5,000 Not To Exceed the following:  
Tijeras Creek Elementary School - repair roof leaks  
\_\_\_\_\_  
\_\_\_\_\_
2. The term of the Contract shall begin on December 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, Construction or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

Field Service Agreement  
Capistrano Unified School District

-1

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

- ☐ W-9 Request for Taxpayer Identification Number and Certification
- ☐ Quote/Proposal, dated \_\_\_\_\_
- ☐ Plans and Specifications/Scope of Work
- ☐ Worker's Compensation Certificate
- ☐ Purchase Order Number \_\_\_\_\_
- ☐ Liability Insurance Certificate
- ☐ Guarantee
- ☐ Certification by Contractor of Criminal Records Check
- ☐ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☐ Payment Bond \$ \_\_\_\_\_
- ☐ Faithful Performance Bond \$ \_\_\_\_\_
- ☐ California State Contractor's License Number \_\_\_\_\_
- ☐ Drug-Free Workplace Certification
- ☐ Tobacco Use Policy
- ☐ Other \_\_\_\_\_

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

Lynh N. Nguyen  
Print Name

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

Executive Director, Purchasing and Contracts  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

Steve Tolsma  
Field Advisor  
Cell – 714.443.1744  
Fax – 714.771.2741  
Email – [stolsma@tremcoinc.com](mailto:stolsma@tremcoinc.com)



**A Subsidiary of Tremco Incorporated**

3735 Green Road, Beachwood, OH 44122  
Phone: 216.292.5000  
[www.wtiservices.com](http://www.wtiservices.com)  
License No. 274072

December 2, 2014

Ryan Carter  
Director, Construction  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

Re: **Leak Response**  
*Tijeras Creek Elementary School*

Below is the scope of work and budget to complete leak repairs over the above referenced school. During the progress of the job I will be available for any questions that may arise. All items will be completed by Weatherproofing Technologies Inc., a wholly-owned subsidiary of Tremco Incorporated.

**Scope of Work:**

- Source roof leaks from the interior of the building to the roof surface
- Complete diagnostics on roof system to determine exact source of leak
- Clean and prime roof areas to be repaired
- Deficiencies in the roof membrane will be repaired with compatible adhesives and reinforcements
- Deficiencies in metal components will be repaired with acrylic mastics, polyurethane sealants, and polyester reinforcements
- All repaired areas will be covered by a one year warranty

*Budget for Scope of Work – Not to Exceed \$5000*

TERMS AND CONDITIONS: Unless all Work hereunder is to be performed within thirty (30) days, WTI shall submit an invoice to the Customer at the end of each calendar month for the amount due for the portion of the Work completed during that month. If all Work is to be performed within thirty (30) days, no invoice shall be submitted until all Work has been completed. Customer shall pay WTI in full within thirty (30) days after receipt of each invoice. This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at <http://www.tremcoroofing.com/filesshare/terms/TandCWTL.pdf>), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of

An **RPM** Company

Steve Tolsma  
Field Advisor  
Cell – 714.443.1744  
Fax – 714.771.2741  
Email – [stolsma@tremcoinc.com](mailto:stolsma@tremcoinc.com)



*A Subsidiary of Tremco Incorporated*

3735 Green Road, Beachwood, OH 44122  
Phone: 216.292.5000  
[www.wtiservices.com](http://www.wtiservices.com)  
License No. 274072

WTI. Please confirm your acceptance either by return e-mail to the representative identified below or by having an authorized representative of Customer sign in the space provided below. Upon receipt of acceptance, WTI will process your order and promptly begin the Scope of Work. We appreciate your business and look forward to working with you at your facility.

By:

P.O. number (if required):

Print name:

Title:

Date:

**EXTENSION NO. 1 TO PROFESSIONAL SERVICE AGREEMENT  
CONTRACT NO. PSA 1314153**

**WITH  
SCHOOL FACILITY CONSULTANTS**

The Professional Service Agreement PSA 1314153 with Capistrano Unified School District and VENDOR called for an original contract period of January 23, 2014 through January 22, 2015.

The contract with Capistrano Unified School District and School Facility Consultants shall be extended an additional twelve (12) months, covering the period January 23, 2015, through January 22, 2016, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$56,000.

Except as set forth in this Extension Agreement, and Board approved on January 23, 2014, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**SCHOOL FACILITY CONSULTANTS**

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

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

Terry Fluent  
Print name

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

Director, Purchasing  
Title

\_\_\_\_\_  
Title

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

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

EXHIBIT A

**Hourly Rate Schedule**

Principal	\$195 per hour
Director	\$175 per hour
Senior Consultant	\$170 per hour
Consultant	\$150 per hour
Research Analyst	\$125 per hour
Administrative Support	\$70 per hour





## PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of January 23, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

### SCHOOL FACILITY CONSULTANTS

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, DISTRICT through RFP NO. 8-1314, selected Contractor to provide State School Building Program Advisor Services.

WHEREAS, CONSULTANT is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in RFP 8-1314 State School Building Program Advisor Services and Consultant's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "B" and incorporated herein by this reference. The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$56,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing January 23, 2014 through January 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 Consultant acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

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

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

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 4/22/14

CONSULTANT

Signature: Alexander R. Murdoch

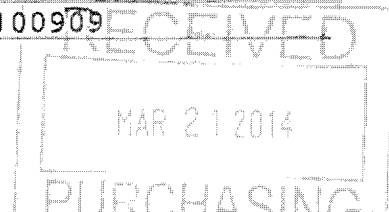
Name: Alexander R. Murdoch

Title: President

Address: 1303 J Street, Suite 500  
Sacramento, CA 95814

Email Address: alex@s-f-c.org

FEIN/SSN: 68-0100909



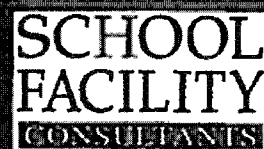
## Capistrano Unified School District

# State School Building Program Advisor Statement of Qualifications

Prepared by:  
School Facility Consultants  
1303 J Street, Suite 500 | Sacramento | CA 95814  
916.441.5063 px | 916.441.2818 fax  
[www.s-f-c.org](http://www.s-f-c.org)



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### *Similar Advisory Roles*

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### *Section 5*

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### *Terminations, Litigation or Sanctions*

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### *Section 6*

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### *Fee Estimate*

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### *Section 7*

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### *Appendix*

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# SCHOOL FACILITY CONSULTANTS

1303 J STREET, SUITE 500  
SACRAMENTO, CA 95814  
PHONE: (916) 441-5063  
FACSIMILE: (916) 441-2848  
WWW.S-F-C.ORG

January 7, 2014

Ms. Terry Fluent  
Director  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

**Subject: Capistrano Unified School District  
RFQ/P – State School Building Program Advisor**

Dear Ms. Fluent:

School Facility Consultants (SFC) is pleased to submit this response to your Request for Qualifications/Proposal for a State School Building Program Advisor. SFC is fully and uniquely qualified to provide the scope of services described in your December 16, 2013 RFQ/P.

SFC has been in the school planning and funding business since 1986. Our knowledgeable and experienced staff has worked with hundreds of school district clients to realize billions of dollars in capital funding for school projects. We understand the intricacies of the planning and funding process in California, including the procedures and requirements of the Office of Public School Construction (OPSC), California Department of Education (CDE).

SFC also closely monitors legislative and regulatory developments that may advantage school districts. Our Sacramento location enables us to attend legislative hearings, regulatory development hearings, and stakeholder group meetings that affect capital funding for school districts. This comprehensive approach to mastering California's school facility funding interests allows us to take advantage of new opportunities as soon as they become available.

**"Describe how hiring you as Advisor will save the District money through an accurate evaluation of the District's facilities capacity (prepared by Advisor) as compared with the District's facilities standards and its projected enrollment (prepared by others)."**

SFC will approach the Advisor role with one major goal. Generate as much additional capital funding as possible for the District. More funding translates into savings for the local portion of the District's capital program. That savings can then be used to fund projects that otherwise might not have been completed.

The School Facility Program (SFP) has very specific entitlement calculation requirements that do not usually align with a district's capacity and enrollment projection methodologies. One key to a successful funding program is to understand these differences, and accurately and aggressively pursue the opportunities allowed in the law. SFC understands the classroom counting capacity regulations as well as the approved enrollment projection methodologies that the District may use. We will use these regulations to label and

count classrooms in a way that maximizes eligibility. We will also use these regulations to run multiple State approved enrollment projections to identify the one that most benefits the District. In practice this often means that the facility needs of the District do not match up to the entitlement for State funding. As Advisor, SFC's role is to clearly identify any opportunities and help the District to work those opportunities into the capital program.

In some cases this misalignment of District needs and State funding entitlement requires a creative approach that utilizes multiple funding programs for a single District project. SFC has extensive experience doing just that. The following examples may be helpful in showing the types of projects where SFC has generated significant value and saved millions of dollars for our clients.

*LA ESCUELITA EDUCATION COMPLEX - OAKLAND UNIFIED SCHOOL DISTRICT*

SFC worked with the Oakland Unified School District to bring together several funding sources to make the La Escuelita Educational Complex a success. This complex K-12 project on a small site was funded with a combination of local bonds, \$15.4 million in State New Construction funds, \$1.1 million in State Modernization funds, \$1.7 million in State High Performance funds, \$10.4 million in State Overcrowded Relief Grant funds and \$5.8 million in State incentive funding for a district owned site..

*SAN MARCOS ELEMENTARY SCHOOL - SAN MARCOS UNIFIED SCHOOL DISTRICT*

San Marcos Elementary School was an aging facility in need of modernization or replacement. Because the site was small and oddly shaped, the District worked with the adjacent landowner, the City of San Marcos, to reconfigure the site to make it a more functional layout through a mutually beneficial land swap. SFC worked with the District to develop the most beneficial funding option. Coordinating several meetings with the Office of Public School Construction, SFC was able to assist the District to navigate through the complex funding regulations, securing necessary agency approvals, and access a rarely used additional grant for replacing single story facilities (AB 801). SFC worked with the District to obtain \$14.5 million in state funding.

*PORTOLA MIDDLE SCHOOL - WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT*

SFC worked with the District to obtain \$20.3 million in state funding for the Portola Middle School relocation, modernization and renovation project. The District decided to move an existing middle school campus to an existing elementary school campus after deeming a portion of the existing middle school site seismically unsafe. The project included creation of an open courtyard, seismic upgrades, gym and locker room renovations. SFC successfully guided the District through the various stages of the Office of Public School Construction application processes to obtain final State Allocation Board approval and maximum funding for the project. SFC worked with the District to obtain funding for modernization of the existing and new site, seismic/facility hardship funding to replace existing facilities with facilities at the new site, and obtain high performance grant funding for the project.

*WALTON SPECIAL EDUCATION CENTER - STOCKTON UNIFIED SCHOOL DISTRICT*

The Stockton Unified School District operates the Walton Special Education Center to serve its severely disabled students. Since the Center provided services for the entire District, SFC worked to obtain \$4.4 million in funding by combining five funding applications (one modernization and four new construction applications) from four different high school attendance areas to apply to the project. The project included

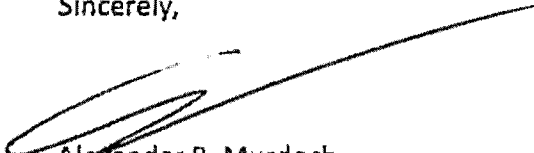
replacing portables with new construction funding and funded the reconfiguration of an existing building with new construction funding.

**"State whether persons providing service under this agreement will be employees of Proposer or subconsultants."**

All persons providing services under this agreement will employees of School Facility Consultants.

SFC is excited about the opportunity to work for the Capistrano Unified School District in the role of Advisor. We believe that we are well positioned to assist the District in maximizing the funding available from the State School Facility Program. Thank you for your consideration.

Sincerely,



Alexander R. Murdoch  
President

School Facility Consultants (SFC) has over twenty-five years of experience, producing successful outcomes and billions of dollars in state and federal funding for its clients.

Our Sacramento office serves as the heart of our operation, providing our consultants with immediate access to State Agency representatives and legislators. In order to provide the customized services that our clients require and depend upon, SFC also maintains a presence throughout the State. In addition to its Sacramento location, SFC has consulting staff located in the San Francisco Bay Area, we maintain office space in Fresno County, and our consultants regularly participate in workshops, seminars, and frequent client meetings in Northern & Southern California. By being available throughout all regions of California, we are able to provide our clients with valuable face-to-face meeting time in their home territories. SFC has a total of eleven professional consultant staff and three administrative staff.

School Facility Consultants is also an active participant in the School Energy Coalition, which has taken a lead in representing school districts' needs and concerns in California on Proposition 39 and other energy issues.

### **SFC SERVICES**

School Facility Consultants (SFC) is a full service company assisting school districts, county offices of education, private agencies, architects, and developers in all aspects of school facility planning. SFC offer a wide variety of services to clients, including, but not limited to the following:

### **STATE FUNDING ELIGIBILITY AND APPLICATION**

California school districts and County offices of education have the potential to realize significant State funding contributions through individualized analysis of funding eligibility under the State's School Facility Program (SFP). SFC consulting staff is trained to analyze complex data sets in order to determine eligibility and access funding available through the Office of Public School Construction (OPSC) and other State agencies. SFC assists districts in navigating the multi-step requirements and coordinating with these agencies through the entire funding process.

### **FUNDING STRATEGY**

By synthesizing our various areas of technical expertise, SFC consulting staff is equipped to develop complex and effective long and short term funding strategies that provide proven results in facilities funding. As a full-service consulting firm, SFC has the ability to take school districts facilities projects from start to finish, applying methodology that garners the greatest funding gains while addressing specific and individual project needs which may evolve during the life of the project. SFC assists clients in providing a long term strategy which results in maximizing outside funding sources to expand the life of their local funding availability. These efforts ultimately afford our clients with the ability to provide additional and enhanced learning environments for students.

### **PROJECT CLOSEOUT AND AUDIT SUPPORT**

As part of participation in the SFP, school districts and county offices of education are required by statute and regulation to conform to a number of certifications, as well as to ensure that funds received are expended appropriately. As part of the project closeout process, OPSC conducts extensive audits, during which clients are asked to produce evidence of project expenditures and compliance with certifications. SFC assists clients in compiling the documentation necessary to demonstrate conformance with expenditure requirements and the numerous certifications in order for clients to retain their awarded project funding amounts.

### **MASTER PLANNING**

Clients utilize Master Plans to forecast their facility needs into the future. SFC produces comprehensive Master Plans for clients, which assess potential impacts associated with outside area developments such as new residential development, shifts in demographic trends, and fluctuating district boundaries. Unification studies, territory transfer and school site placement are interpreted as the physical needs of clients' facilities are also assessed and addressed through use of Master Plans.

### **DEVELOPER FEE STUDIES**

School districts are authorized to collect impact fees on new residential and commercial/industrial development pursuant to California law. The preparation of developer fee studies in accordance with statute is required in order for districts to collect these fees. These studies utilize local district data, including new residential development, historical statistical information, and school construction costs to determine the dollar amount that can be justified for collection by the school district. SFC's Planning Division prepares Justification Studies (Level 1) and School Facility Needs Analysis Studies (Level 2 and 3) according to the State Allocation Board's (SAB) provisions.

### **FEDERAL FUNDING**

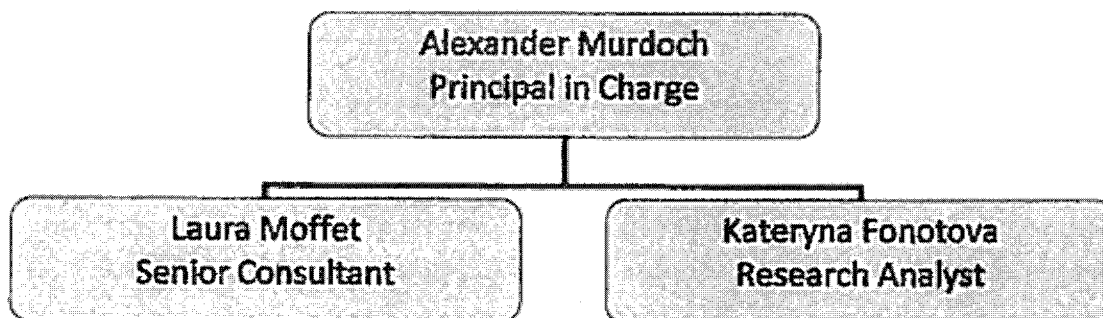
A variety of funding options are available to school districts beyond what is offered through the State School Facility Program. SFC helps clients seek a broad scope of funding sources through specific federal programs. Many of these federal programs mandate that funds be applied to particular, substantiated uses. SFC reviews clients' projects relative to these federal programs to ensure that clients maintain the ability to meet those accounting requirements.



At SFC, we offer a full-range of comprehensive services and work closely with clients to become a seamless extension of facility teams. Based in Sacramento, our consulting teams are active in the implementation, analysis, and monitoring of State programs and regulations. We have developed strong working relationships with state agency staff members and bring a deep understanding of facility planning to each of our client's projects.

SFC's team structure provides its clients with reliability, accessibility and a broad knowledge base. The SFC partners maintain direct involvement with clients through regular communications with the consulting teams which maintains strong connections between consultants and clients. A Senior Consultant serves as the primary client liaison and manager of each client's project issues. Additional consulting staff is available on the team to provide additional support, research, and production of work product. Team Leaders manage workload and troubleshoot potential issues for the team. The team approach ensures that a consultant is always available to provide immediate assistance to clients. By working collaboratively, our consulting team members contribute their individual expertise toward an extensive and comprehensive knowledge base that addresses the unique needs of individual clients.

Here is the team assigned to the Capistrano Unified School District:



**ALEXANDER R. MURDOCH**  
**PRESIDENT/PARTNER**

Alex Murdoch has worked in the school facility industry for over twenty years providing consulting services for clients in all areas of school facility planning and funding. As President and Partner of School Facility Consultants, Alex applies sophisticated methodologies to the facility funding and planning process resulting in the successful, timely delivery of innovative and complex projects.

As an industry leader, Alex is credited with a number of significant accomplishments including innovative planning that resulted in funding for a school district's reuse of commercial property for educational and

economic revitalization purposes, being first to secure a lease/lease-back funding guarantee from the Office of Public School Construction for a school district and being first to receive special, legislated funding for a school district's multi-story replacement project.

In his work representing our client's interests, Alex has crafted dozens of successful appeals to the State Allocation Board, brought numerous special Items before the State Allocation Board and has crafted successful statewide bond provisions. Alex's expert understanding of California Ed code and School Facility Program regulations has resulted in millions of dollars of funding for California school districts.

In these capacities, Alex applies a nuanced approach to the political intricacies of the allocation of school facilities funding. As School Facility Consultants' representative to Californians for School Facilities, Alex works to increase the Federal commitment to California school facilities. He specializes in identifying statewide policy trends which are beneficial to the firm's clients. As an appointed member of statewide committees, Office of Public School Construction's Ad Hoc Committee in 2007 and the Coalition for Adequate School Housing's Grant Adequacy Committee in 1999, Alex has been instrumental in contributing to changes in regulations and legislation that benefit schools in California today.

Additionally, Alex expanded SFC's services beyond K-12 to community colleges, eventually establishing Community College Services Group (CCS Group) in 1998 as the preeminent community college consulting firm in the state of California. Most recently, Alex partnered in the creation of ALMA strategies, an affiliate of School Facility Consultants, in order to better meet client needs. ALMA Strategies provides construction planning, financial planning, real estate asset management, energy/solar consulting, and educational specifications that expand on the services provided by School Facility Consultants. Alex Murdoch is also a managing partner of the advocacy and association management firm of Murdoch, Walrath and Holmes.

### **MATTHEW A. PETTLER**

#### **VICE PRESIDENT/PARTNER**

Matt Pettler has been with School Facility Consultants (SFC) for fifteen years. He became a Principal and Partner in the Firm in January of 2007, and today serves as Vice President. Matt has assisted over 100 Districts receive well over \$1 billion dollars in capital outlay funds for public school facilities in California. Matt specializes in managing client projects in all areas of the State School Facility Program as well as leading developer fee mitigation and District Facility Master Planning efforts.

During his time with SFC, Matt has prepared developer fee justification documents and successfully worked with the Building Industry Association (BIA) to secure millions of dollars needed to offset the impact of new residential development. He has led master planning teams in a number of school districts, allowing those districts to plan and execute successful bond elections and construct needed facilities for students.

Additionally, Matt has played a key role in multiple successful school district appeals before the State Allocation Board gaining over \$350 million dollars in Financial Hardship, Overcrowding Relief Grant and Facility Hardship funding. Matt has also assisted many school districts with complex audit/closeout issues reaching successful outcomes, avoiding Material Inaccuracy penalties.

Through these successes Matt has established relationships with State Allocation Board members, their staff and State Agency leadership.

Prior to joining SFC, Matt was employed in the office of Los Angeles Mayor Richard J. Riordan gaining valuable knowledge of State Education Policy issues.

Matt is a graduate of the University of California, Los Angeles where he earned degrees in Political Science and Public Policy.

### **LAURA MOFFETT**

#### **SENIOR CONSULTANT**

Ms. Moffett assists clients in obtaining the maximum funding available for projects by reviewing all potential funding mechanisms administered by the State Allocation Board including the Career Technical Education Facilities program, Overcrowding Relief Grant program, Emergency Repair program and Facility Hardship program. Ms. Moffett thoroughly reviews each district's eligibility in these programs and assists districts in all aspects of the application process. Ms. Moffett's 14 years of experience with the firm affords her extensive insight into the School Facility Program.

Ms. Moffett is a graduate of California State University, Sacramento with a Bachelor of Arts Degree in Psychology.

### **KATERYNA FONOTOVA**

#### **RESEARCH ANALYST**

Ms. Fonotova provides assistance in conducting complex data analysis in all aspects of school facility projects. Prior to joining School Facility Consultants, Ms. Fonotova gained extensive experience in performing research of project funding opportunities and writing grant proposals for the Planning and Conservation League. Ms. Fonotova assist clients with her Geographic Information System (GIS) and enrollment projection expertise.

Ms. Fonotova is a graduate of The Ohio State University, Columbus with a Bachelor of Science Degree in City and Regional Planning.

## Similar Advisory Roles



Below is a selected list of clients that SFC has provided school facility consulting services similar to the ones requested in the Capistrano Unified School District's Request for Qualifications:

Grossmont Union High School District  
Katy Wright, Program Director School Construction  
Email: [Kwright@guhds.net](mailto:Kwright@guhds.net)  
(619) 644-8154

Oakland Unified School District  
Tim White, Assistant Superintendent Facilities  
Email: [Timothy.white@ousd.k12.ca.us](mailto:Timothy.white@ousd.k12.ca.us)  
(510) 535-7083

Cesar Monterrosa, Coordinator  
of Facilities Planning and Management  
Email: [Cesar.Monterossa@ousd.k12.ca.us](mailto:Cesar.Monterossa@ousd.k12.ca.us)

Elk Grove Unified School District  
Robert Pierce, Associate Superintendent, Facilities and  
Planning  
Email: [RDPierce@egusd.net](mailto:RDPierce@egusd.net)  
(916) 686-7711

Solana Beach School District  
Caroline Brown  
Email: [facilities@sbsd.k12.ca.us](mailto:facilities@sbsd.k12.ca.us)  
(858) 794-7140

Palo Alto Unified School District  
Robert Golton, Chief Business Official  
Email: [rgolton@pausd.org](mailto:rgolton@pausd.org)  
(650) 329-3980

Kern High School District  
Jack "Woody" Colvard, Director of Facilities & Planning  
Email: [jcolvard@khsd.k12.ca.us](mailto:jcolvard@khsd.k12.ca.us)  
(661) 827-3127

Orange County Department of Education  
Nina Boyd, Assistant Superintendent,  
Human Resources/Support Services  
Email: [Nboyd@ocde.us](mailto:Nboyd@ocde.us)  
(714) 966-4485

Stockton Unified School District  
Steve Breakfield, Director of Facilities and Planning  
Email: [sbreakfield@stockton.k12.ca.us](mailto:sbreakfield@stockton.k12.ca.us)  
(209) 933-7045 ext. 2341

Bakersfield City School District  
Steve McClain, Chief Business Officer  
Email: [mcclains@bcsd.com](mailto:mcclains@bcsd.com)  
(661) 631-4696

West Contra Costa Unified School District  
Madgy Abdalla, District Engineering Officer  
[mabdalla@wccusd.net](mailto:mabdalla@wccusd.net)  
(510) 307-4544

San Dieguito Union High School District  
John Addleman, Director of Planning  
& Financial Management  
Email: [John.Addleman@sduhsd.net](mailto:John.Addleman@sduhsd.net)  
(760) 753-6491 ext. 5532

Central Unified School District  
Kelly Porterfield, Assistant Superintendent/  
Chief Business Officer  
Email: [kporterfield@centralunified.org](mailto:kporterfield@centralunified.org)  
(559) 274-4700 ext. 105

Lodi Unified School District  
Vicki Brum, Planning Analyst  
Email: [vbrum@lodiusd.k12.ca.us](mailto:vbrum@lodiusd.k12.ca.us)  
(209) 331-7223

Ripon Unified School District  
William Draa, Superintendent  
Email: [wdraa@sjcoe.net](mailto:wdraa@sjcoe.net)  
(209) 599-2131 ext. 29

Jefferson Elementary School District  
Rick Young, Director, Facilities Maintenance & Operations  
Email: [RYoung@jsd.k12.ca.us](mailto:RYoung@jsd.k12.ca.us)  
(650) 991-1346

**TERMINATIONS, LITIGATION OR SANCTIONS**

School Facility Consultants has not had any occurrences of the following nature within the last five years:

- Terminated by a client for non-performance
- Claims filed against the firm related to its services
- Sanctions filed against the firm

**FEE ESTIMATE**

SFC proposes to provide the services outlined at the hourly rate schedule below.

The fees shall cover all expenses incurred in Sacramento by SFC on behalf of the. If it becomes necessary for a Consultant from SFC to visit the District, SFC will bill these services at the rate schedule below. The District will also reimburse SFC for all necessary and pre-approved travel expenses for meetings requested.

Hourly Rate Schedule

Principal	\$195 per hour
Director	\$185 per hour
Senior Consultant	\$180 per hour
Consultant	\$160 per hour
Research Analyst	\$135 per hour
Administrative Support	\$ 80 per hour

The following items are included in the attached Appendix:

- Certification
- Certification by Contractor of Criminal Records Check – N/A for this type of Service
- School Facility Consultants agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect vendor and District against liability or claims of liability, which may arise out of the agreement.
- W-9 Form
- Conflict of Interest Certification
- Non-collusion Declaration
- Tobacco Use Policy

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT  
NO. PSA 1314153

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SCHOOL FACILITY CONSULTANTS

Professional Services Agreement PSA 1314153 called for services to be rendered at the rates shown in the agreement. This amount may be increased by mutual agreement of both parties by written amendment.

The Professional Services Agreement PSA 1314153 with Capistrano Unified School District and School Facility Consultants shall be amended by special conditions as shown in Exhibit A.


Except as set forth in this Amendment, and Board approved on January 22, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

School Facility Consultants

By:   
Signature

By:   
Signature

Terry Fluent

Alexander R. Murdoch  
Print Name

Director, Purchasing

President  
Title

Date: 4/9/14

Date: 3/13/14

SPECIAL CONDITIONS  
PSA 1314153

SCHOOL FACILITY CONSULTANTS

Delete Article 12 Insurance Requirements in its entirety and replace with:

12. Insurance Requirements

During the entire term of this Agreement, and for a minimum of a full three (3) years from the final completion of the Consulting Services under this Agreement, Consultant shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below:

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1) Insurance Services Office Form No. CG 0001 (Commercial General Liability);
- 2) Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability);
- 3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance;
- 4) Professional Liability (Errors and Omissions) insurance, unless waived in writing by the District.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- 1) Commercial General Liability; \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- 4) Professional Liability (Errors and Omissions): \$1,000,000 combined single limit per claim and \$1,000,000 aggregate.



**EXTENSION NO. 2 INDEPENDENT CONTRACTOR AGREEMENT  
NO. ICA 1213167**

**WITH**

**SEGERSTROM CENTER FOR THE ARTS**

Independent Contractor Agreement No. ICA 1213167 with Capistrano Unified School District and Segerstrom Center for the Arts called for an original 12-month contract covering the period of January 8, 2013, through January 7, 2014.

The contract with Segerstrom Center for the Arts shall be extended an additional twelve (12) months for the period January 8, 2015, through January 7, 2016 at the rates shown in the attached Exhibit A.

The total cost of services requested by District and provided by Consultant under this extension shall not exceed \$10,000. 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 January 7, 2013, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**Segerstrom Center for the Arts**

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 January 8, 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").

### SEGERSTROM CENTER FOR THE ARTS

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 \$610.00 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 1/08/13-1/07/14 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 Fluett  
 Name: Terry Fluett  
 Title: Director, Purchasing  
 Board Approval Date: 1/7/13

Signature: Krista Ratnaweera  
 Name: Krista Ratnaweera  
 Title: Manager, Community Relations  
 Address: 1000 Segerstrom Center Dr  
Costa Mesa, CA 92626  
 Email Address: kratnawe@scsd.org  
 FEIN/SSN: 23-7287150

December 5, 2012

EXHIBIT A

THE CENTER'S

Bernadette Clark  
Don Juan Avila Elementary School  
26278 Wood Canyon Drive  
Aliso Viejo, CA 92656

Assemblies/Workshops/Presentations

Dear Bernadette Clark:

I am pleased to confirm your revised reservation for one performance of JACQUE NUNEZ Journeys to the Past on Monday, February 4, 2013 at Don Juan Avila Elementary School. The performance time is 10:15 am. Please read the following and the attached technical requirements, and if it represents your understanding of our agreement, indicate by signing both copies of this letter, keep one copy and return one copy to me. Due to insurance liability and artist protection, an event will not take place at your site unless this office has received a signed copy of this letter of understanding. There will be no exceptions. It is also imperative that a certified school employee be present at all times when the artist is in the presence of children for any program that takes place on a school campus.

A cleared, clean performance space must be available for the performance or workshop. The artists can be expected to arrive a minimum of 30 minutes prior to the first performance work. Due to contractual limitations, no video or flash photography is permitted. Please consult the attached Technical Requirements for additional requirements for this artist.

Full payment for this presentation is \$610.00 paid by Don Juan Avila Elementary School. A check made payable to Segerstrom Center for the Arts must be mailed to the attention of the Education Department 15 days (no later than January 20) in advance of your reserved date. Please include the enclosed invoice with your payment. Do not give payment to the artist. If your organization has a strict policy of withholding payment until services are rendered, please submit a purchase order to Segerstrom Center 15 days in advance of your reserved date. Be advised that a \$25.00 rescheduling fee will be applied, should you need to change dates.

Cancellation or change of date notice of at least 7 days is required. Reservations cancelled or rescheduled within 7 days of the event date for any reason other than weather or Force Majeure are subject to 50% of the total performance fee. Reservations cancelled or rescheduled for ANY reason within 48 hours of the event date are subject to the full fee.

The artist may contact you to confirm the performance a few days before the scheduled date.

Thank you for your interest in the Center's Arts Teach. If you have any questions, please feel free to contact me at 714.556.2122 ext. 4310.

Sincerely,

*Krista Ratnaweera*

Krista Ratnaweera  
Manager, Community Partnerships

AGREED AND ACCEPTED BY:

*Wuade* *uk 3 gr* *te*  
\_\_\_\_\_  
Signature Title Date

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT  
NO. ICA 1213167

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SEGERSTROM CENTER FOR THE ARTS

Independent Contractor Agreement No. ICA 1213167 called for services to be rendered at the rates shown in the agreement. This amount may be increased by mutual agreement of both parties by written amendment.

The Independent Contractor Agreement No. ICA 1213167 shall be amended to incorporate all general and special conditions of the new contract

Except as set forth in this Amendment, and Board approved on January 7, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Segerstrom Center for the Arts

By: Terry Fluent

Signature

By: Krista Ratnaweera

Signature

Terry Fluent

Krista Ratnaweera

Print Name

Director, Purchasing

Manager, Community Partnership

Title

Date: 3/14/13

Date: 2-25-13

SPECIAL CONDITIONS

Contract ICA 1213167

Seegerstrom Center for the Arts

Delete Section 5. Originality of Services in its entirety.

Delete Section 6. Copyright/Trademark/Patent in its entirety.

Delete Article 9. Hold Harmless, in its entirety, and replace with Article 9 below.

9. Hold Harmless Contractor agrees to and shall defend, indemnify and hold harmless the District, its Governing Board, officers, agents, employees, and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of the negligence or willful misconduct of Contractor or its subcontractors, whether authorized by this Agreement or not. The provisions of this article do not apply to any damage or losses caused by the negligence or willful misconduct of District or any of its agents or employees from which District agrees to similarly defend, indemnify and hold harmless Contractor, its officers, directors, agents, employees and affiliates.

By: Krista R. Strawen

Date 3-5-13

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT  
NO. 2 ICA 1213167

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SEGERSTROM CENTER FOR THE ARTS

Independent Contractor Agreement No. ICA 1213167 called for services to be rendered at the rates shown in the agreement. This amount may be increased by mutual agreement of both parties by written amendment.

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213167 shall be amended to \$5,610 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on January 7, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Segerstrom Center for the Arts

By: [Signature]  
Signature

By: [Signature]  
Signature

Terry Fluent  
Print Name

Krista Patronek  
Print Name

Director, Purchasing  
Title

Manager, Community Partnerships  
Title

Date: 1/7/13

Date: 2/7/13

**EXTENSION NO. 1 AND AMENDMENT TO  
INDEPENDENT CONTRACTOR AGREEMENT NO. 1213167**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**SEGERSTROM CENTER FOR THE ARTS**

Independent Contractor Agreement No. ICA 1213167 with Capistrano Unified School District and Segerstrom Center for the Arts called for an original 12-month contract covering the period of January 8, 2013, through January 7, 2014.

The contract with Segerstrom Center for the Arts shall be extended an additional twelve (12) months for the period January 8, 2014, through January 7, 2015 at the rates shown in the attached Exhibit A.

The total cost of services requested by District and provided by Consultant under this extension shall not exceed \$10,000. 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 January 7, 2013, all other terms of the contract remain in full force and effect.

**DISTRICT**

**Capistrano Unified School District**

By: 

Signature

Terry Fluent

Director, Purchasing

Date: 3-24-14

**CONSULTANT**

**Segerstrom Center for the Arts**

By: 

Signature

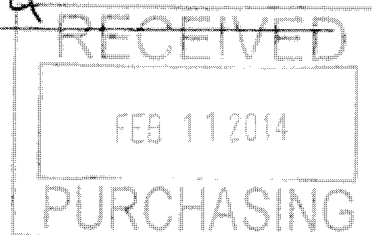
Krista Rathaneera

Print Name

Manager, Community Partnerships

Title

Date: 2-2-14





### 2013-2014 Arts Teach Assembly Fees

<b>Artist Group- Assemblies</b>	<b>1 Assembly</b>	<b>2 Assembly</b>	<b>3 Assembly</b>	<b>1 Family Night</b>
A Gaelic Gathering	\$1,560.00	\$1,810.00	\$2,060.00	\$1,710.00
Aconcagua	\$710.00	\$935.00	\$1,160.00	\$1,010.00
Alfredo Rolando Ortiz	\$535.00	\$685.00	\$910.00	\$585.00
Alley Cats	\$1,110.00	\$1,310.00	\$1,510.00	\$1,860.00
Americana Unlimited	\$435.00	\$635.00	\$860.00	\$435.00
Anaheim Ballet	\$810.00	\$1,035.00	\$1,260.00	\$1,310.00
Aman Assembly	\$790.00	\$1,070.00	\$1,210.00	\$1,110.00
Arte Flamenco	\$810.00	\$985.00	\$1,210.00	\$910.00
Asha's Baba	\$585.00	\$810.00	\$1,035.00	\$735.00
Backhausdance	\$960.00	\$1,210.00	\$1,460.00	Negotiable
Beth Sussman	\$410.00	\$610.00	\$810.00	\$510.00
Boxtales - Iron John	\$760.00	\$860.00	\$960.00	N/A
Boxtales - A Mayan Story	\$810.00	\$910.00	\$1,010.00	\$910.00
Boxtales - Leyendas de Duende	\$810.00	\$910.00	\$1,010.00	\$910.00
Boxtales - B'r'er Rabbit & other Trickster Tales	\$810.00	\$910.00	\$1,010.00	\$910.00
Brass Pacifica	\$1,110.00	\$1,310.00	\$1,460.00	\$1,235.00
Bully Dudes	\$810.00	\$960.00	\$1,260.00	\$960.00
Carl Weintraub	\$510.00	\$710.00	\$910.00	\$610.00
Chameleons- Mime Over Matter	\$710.00	\$835.00	\$1,010.00	\$910.00
Chameleons- Adventures in Space	\$710.00	\$835.00	\$1,010.00	\$910.00
Chameleons- Wonder of Words	\$610.00	\$735.00	\$910.00	\$810.00
Classical Blast	\$710.00	\$860.00	\$1,060.00	\$860.00
Collaboratory, The	\$710.00	\$1,010.00	\$1,310.00	\$710.00
Danza Azteca	\$660.00	\$885.00	\$1,110.00	\$660.00
David Prather	\$660.00	\$860.00	\$1,110.00	\$710.00
Doo-Wah Riders	\$1,260.00	\$1,510.00	\$1,760.00	\$1,860.00
Dr. Craig Woodson	\$760.00	\$1,060.00	\$1,310.00	\$860.00
Edutainment Arts -Theatre Through the Ages	\$560.00	\$785.00	\$1,010.00	Negotiable
Edutainment Arts -Icky Yucky Gross Bug Movie	\$560.00	\$785.00	\$1,010.00	Negotiable
Edutainment Arts- Icky Yucky Gross Bug Show	\$435.00	\$660.00	\$885.00	\$435.00
Edutainment Arts- Science Magic	\$435.00	\$660.00	\$885.00	\$435.00
Edutainment Arts- Endangered Species	\$435.00	\$660.00	\$885.00	\$435.00
Earthworm Ensemble	\$1,130.00	\$1,400.00	\$1,650.00	\$1,130.00
Festival Ballet	\$810.00	\$1,035.00	\$1,260.00	\$1,310.00
Fiddling With History	\$410.00	\$610.00	\$810.00	\$410.00
Futa Toro West African Dance Ensemble	\$910.00	\$1,210.00	\$1,510.00	\$1,010.00



Goin' South Band	N/A	\$1,260.00	\$1,510.00	\$1,610.00
Got Rhythm!	\$1,435.00	\$1,635.00	\$2,085.00	\$1,785.00
Imagination Machine	\$685.00	\$935.00	\$1,185.00	Negotiable
Island Inspirations	\$710.00	\$960.00	\$1,210.00	\$710.00
Izzi Tooinsky	\$545.00	\$745.00	\$945.00	\$545.00
Jacque Nunez	\$610.00	\$835.00	\$1,060.00	\$960.00
Jake Moulton	\$610.00	\$810.00	\$1,010.00	\$710.00
Jim Cogan	\$610.00	\$810.00	\$990.00	\$610.00
John and Juan	\$635.00	\$835.00	\$1,060.00	\$660.00
John Zeretzke	\$660.00	\$760.00	\$910.00	Negotiable
Judy Carmichael	\$560.00	\$785.00	\$1,010.00	Negotiable
Kid Power Program	\$960.00	\$1,610.00	\$2,360.00	\$1,060.00
Korean Classical Music & Dance	\$660.00	\$1,110.00	\$1,410.00	\$760.00
L.A. Troupe	\$760.00	\$1,010.00	\$1,260.00	\$760.00
Marcus Miller W/ Freedom Jazz	\$1,110.00	\$1,560.00	\$1,810.00	\$1,685.00
Mariachi For All	\$1,470.00	\$1,670.00	\$1,820.00	\$1,470.00
Mariachi For All- Student Group	N/A	N/A	N/A	\$460.00
Michael Katz	\$610.00	\$810.00	\$1,010.00	\$810.00
Moscow Nights	\$1,060.00	\$1,960.00	\$2,710.00	\$2,110.00
Music Born in America	\$710.00	\$785.00	\$910.00	\$785.00
Orange County Opera	\$585.00	\$935.00	\$1,260.00	n/a
Pacific Trio	\$760.00	\$1,010.00	\$1,260.00	\$760.00
Paul Morse Productions	\$585.00	\$760.00	\$960.00	\$660.00
Paul Tracey	\$435.00	\$635.00	\$860.00	\$435.00
Perfect Gentlemen	\$910.00	\$1,160.00	\$1,360.00	\$1,160.00
Powerhouse	\$910.00	\$1,110.00	\$1,310.00	\$1,100.00
Puppets and Players	\$510.00	\$710.00	\$910.00	\$510.00
Ramya Harishankar	\$460.00	\$685.00	\$910.00	\$610.00
Razzle Bam Boom	\$775.00	\$1,015.00	\$1,255.00	\$775.00
Rochel Garner Coleman	\$560.00	\$785.00	\$1,010.00	Negotiable
Rogue Artists - Frog Belly & Zen Shorts	\$800.00	\$1,000.00	\$1,200.00	\$900.00
Street Beat	\$835.00	\$1,160.00	\$1,510.00	\$985.00
Street Beat - Boom Tap	\$1,335.00	\$1,660.00	\$2,010.00	\$1,385.00
Studio Zanni	\$1,110.00	\$1,310.00	\$1,510.00	\$1,110.00
Swazzle	\$710.00	\$1,110.00	\$1,360.00	\$710.00
Taiko Project	\$1,100.00	\$1,510.00	\$1,810.00	\$1,310.00
Ten West	\$1,010.00	\$1,210.00	\$1,310.00	\$1,610.00
TRI!	\$410.00	\$635.00	\$860.00	\$410.00
Victoria Burnett	\$610.00	\$885.00	\$1,110.00	Negotiable
Vybration	\$1,210.00	\$1,410.00	\$1,610.00	\$1,610.00
We Tell Stories	\$685.00	\$885.00	\$1,085.00	\$735.00

Will and Company	\$760.00	\$1,060.00	\$1,360.00	\$910.00
Zak Morgan	\$660.00	\$960.00	\$1,260.00	\$860.00



### 2013-2014 Arts Teach Workshop Fees

<u>Artist Group-Workshops</u>	<u>1 Workshop</u>	<u>Additional Workshop</u>	<u>Material Fee Per Student</u>
Aimee Hopkins	\$200.00	\$150.00	\$0.00
Aman Dance Educators	\$200.00	\$150.00	\$0.00
Andrew Grueschow	\$175.00	\$150.00	\$0.00
Arte Flamenco	\$300.00	\$175.00	\$0.00
Arte Flamenco w/ Musician	\$450.00	\$250.00	\$0.00
Asha's Baba	\$200.00	\$200.00	\$0.00
Backhausdance	\$310.00	\$260.00	\$0.00
Catch Me Bird	\$200.00	\$150.00	\$0.00
Chameleons	\$200.00	\$150.00	\$0.00
Cynthia McGarity	\$200.00	\$150.00	\$0.00
Dalisa Krauss	\$200.00	\$150.00	\$0.00
David Prather	\$200.00	\$150.00	\$0.00
Dr. Craig Woodson	\$275.00	\$250.00	\$2.50
Eiko Amano	\$200.00	\$150.00	\$3.00
Ellen Schulze	\$185.00	\$185.00	\$2.00
Ernesto Salcedo	\$200.00	\$150.00	\$0.00
Italian Street Painters	\$200.00	\$200.00	\$2.00
Izzi Tooinsky	\$175.00	\$175.00	\$3.00
Jacque Nunez-Sticks & Acorn	\$225.00	\$200.00	\$2.00
Jacque Nunez-Clapper Sticks	\$225.00	\$200.00	\$2.50
Jacque Nunez - Basket Weaving	\$250.00	\$225.00	\$3.00
Jim Cogan	\$200.00	\$175.00	\$0.00
John Zeretzke	\$200.00	\$150.00	\$0.00
Karen Emonts	\$200.00	\$150.00	\$2.00
L.A. Troupe	\$200.00	\$150.00	\$0.00
Living History in the Classroom	\$550.00	\$500.00	\$0.00
Living History w/ female perspective	\$650.00	\$600.00	\$0.00
Living History- WWI soldier	\$550.00	\$500.00	\$0.00
Maire Clerkin	\$200.00	\$150.00	\$0.00
Malik Sow	\$200.00	\$150.00	\$0.00
Music Born in America- Dancing	\$200.00	\$150.00	\$0.00
Music Born in America- Song Writing	\$200.00	\$150.00	\$0.00
Music Born in America-Spoon Making	\$200.00	\$150.00	\$2.00
Peggy Hasegawa-Origami	\$200.00	\$150.00	\$1.00
Peggy Hasegawa-Handmade Paper	\$200.00	\$150.00	\$2.00
Peter Kors	\$200.00	\$150.00	\$0.00

Puppets and Players	\$200.00	\$175.00	\$2.50
Ramya Harishankar	\$200.00	\$150.00	\$0.00
Rogue Artist Ensemble	\$200.00	\$150.00	\$0.00
Rogue Artist Ensemble (2 day workshop)	\$375.00	\$375.00	\$0.00
Tiffany Bong	\$200.00	\$150.00	\$0.00
We Tell Stories	\$150.00	\$150.00	\$0.00
Zak Morgan	\$225.00	\$200.00	\$0.00

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT  
CONTRACT NO. ICA 1314140**

**WITH  
CITY OF SANTA ANA**

The Independent Contractor Agreement ICA 1314140 with Capistrano Unified School District and City of Santa Ana called for an original contract period of January 9, 2014 through January 8, 2015 at the rates shown in the agreement.

The contract with Capistrano Unified School District and City of Santa Ana shall be extended an additional twelve (12) months, covering the period January 9, 2015 through January 8, 2016, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$500.

Except as set forth in this Extension Agreement, and Board approved on January 9, 2014 all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**CITY OF SANTA ANA**

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

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

Terry Fluent  
Print name

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

Director, Purchasing  
Title

\_\_\_\_\_  
Title

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

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

MAYOR

Miguel A. Pulido

MAYOR PRO TEM

Claudia C. Alvarez

COUNCILMEMBERS

P. David Benavides

Carlos Bustamante

Michele Martinez

Vincent F. Sarmiento

Sai Tinajero



EXHIBIT A

## **CITY OF SANTA ANA**

20 Civic Center Plaza • P.O. Box 1988  
Santa Ana, California 92702

CITY MANAGER

David N. Ream

CITY ATTORNEY

Joseph W. Fletcher

CLERK OF THE COUNCIL

Patricia E. Healy

November 18, 2014

Attn. Debbie Gorney

Reilly Elementary

24171 Pavion

Mission Viejo, CA 92692

### **FINANCIAL AGREEMENT**

This is to confirm the Santa Ana Zoo Zoomobile visit. Please check the following information for accuracy. If any questions arise please contact the Zoo Education Department by calling (714) 647-6562.

Program details: Tuesday June 9, 2015 1<sup>st</sup> Grade  
1 assembly presentation 10:15-11:15  
Approximately 85 people per presentation

Payment: Payment of **\$175.00** is due on the day of the presentation.  
Make check or money order payable to the **City of Santa Ana.**  
**Please do not mail the payment. We will pick it up on the day of the presentation.**

The Zoomobile Curriculum Packet is provided for your use in preparing students for the visit. One copy is issued per school. Please have copies made and distributed to the teachers attending each presentation. An evaluation form is enclosed within. Please return the completed evaluation form (not the payment) to:

Santa Ana Zoo at Prentice Park / Education Department  
1801 E. Chestnut Ave.  
Santa Ana, Ca. 92701

If changes are needed, please contact us. We are looking forward to the visit.

Sincerely,

*Terri Hernandez*

Terri Hernandez

Santa Ana Zoo

Program Coordinator

714.647.6562

[THernandez2@santa-ana.org](mailto:THernandez2@santa-ana.org)



1801 East Chestnut Avenue, Santa Ana, CA 92701

(714) 647-6575

MAYOR  
Miguel A. Pulido  
MAYOR PRO TEM  
Claudia C. Alvarez  
COUNCILMEMBERS  
P. David Benavides  
Carlos Bustamante  
Michele Martinez  
Vincent F. Sarmiento  
Sal Tinajero



EXHIBIT A  
**CITY OF SANTA ANA**

20 Civic Center Plaza • P.O. Box 1988  
Santa Ana, California 92702

CITY MANAGER  
David N. Ream  
CITY ATTORNEY  
Joseph W. Fletcher  
CLERK OF THE COUNCIL  
Patricia E. Healy

11/4 - Gave  
copy to  
Pilar

October 16, 2014

Attn. Lori West  
Lobo School  
200 Avenida Vista Montana  
San Clemente, CA 92672

**FINANCIAL AGREEMENT**

This is to confirm the Santa Ana Zoo Zoomobile visit. Please check the following information for accuracy. If any questions arise please contact the Zoo Education Department by calling (714) 647-6562.

Program details: Tuesday May 26, 2015 Kindergarten TK  
1 presentation: 9:30-10:20  
Approximately 30 people per presentation

Payment: Payment of **\$100.00** is due on the day of the presentation.  
Make check or money order payable to the **City of Santa Ana.**  
**Please do not mail the payment. We will pick it up on the day of the presentation.**

The Zoomobile Curriculum Packet is provided for your use in preparing students for the visit. One copy is issued per school. Please have copies made and distributed to the teachers attending each presentation. An evaluation form is enclosed within. Please return the completed evaluation form (not the payment) to:

Santa Ana Zoo at Prentice Park / Education Department  
1801 E. Chestnut Ave.  
Santa Ana, Ca. 92701

If changes are needed, please contact us. We are looking forward to the visit.

Sincerely,

*Terri Hernandez*

Terri Hernandez  
Santa Ana Zoo  
Program Coordinator  
714.647.6562  
[THernandez2@santa-ana.org](mailto:THernandez2@santa-ana.org)



1801 East Chestnut Avenue, Santa Ana, CA 92701 (714) 647-6575



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of January 9, 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 SANTA ANA

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 \$500 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 January 9, 2014 through January 8, 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

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 1/8/14

### CONTRACTOR

Signature: Gerardo M. Muet

Name: Gerardo M. Muet

Title: Executive Director

Address: 26 Civic Center Plaza

Santa Ana, CA 92701

Email Address: Gmuet@santa-ana.org

FEIN/SSN 95-16000785



{ Zoomobile - TK (West) }

Feb 19th

MAYOR  
Miguel A. Pulido  
MAYOR PRO TEM  
Claudia C. Alvarez  
COUNCILMEMBERS  
P David Benavides  
Carlos Bustamante  
Michele Martinez  
Vincent F. Sarmiento  
Sal Fajardo



EXHIBIT A

CITY MANAGER  
David N. Ream  
CITY ATTORNEY  
Joseph W. Fletcher  
CLERK OF THE COUNCIL  
Patricia E. Healy

## CITY OF SANTA ANA

20 Civic Center Plaza • P.O. Box 1988  
Santa Ana, California 92702

October 4, 2013

Attn. Lori West  
Lobo School  
200 Avenida Vista Montana  
San Clemente, CA 92672

### FINANCIAL AGREEMENT

This is to confirm the Santa Ana Zoo Zoomobile visit. Please check the following information for accuracy. If any questions arise please contact the Zoo Education Department by calling (714) 647-6562.

Program details: Wednesday February 19, 2014 Kindergarten  
1 Presentation: 9:30-10:20  
Approximately 30 people per presentation

Payment: Payment of **\$100.00** is due on the day of the presentation.  
Make check or money order payable to the City of Santa Ana.  
**Please do not mail the payment. We will pick it up on the day of the presentation.**

11-15-13  
✓ req. & deposited  
already

The Zoomobile Curriculum Packet is provided for your use in preparing students for the visit. One copy is issued per school. Please have copies made and distributed to the teachers attending each presentation. An evaluation form is enclosed within. Please return the completed evaluation form (not the payment) to:

Santa Ana Zoo at Prentice Park / Education Department  
1801 E. Chestnut Ave.  
Santa Ana, Ca. 92701

If changes are needed, please contact us. We are looking forward to the visit.

Sincerely,

*Terri Hernandez*

Program Coordinator  
Santa Ana Zoo



1801 East Chest

32701 (714) 647-6575

275



**AMENDMENT NO. 1 TO PROFESSIONAL SERVICE AGREEMENT  
ICA 1112117**

**WITH**

**DR. PERRY DAVID PASSARO**

Professional Service Agreement No. PSA 1112117 with Capistrano Unified School District and Dr. Perry David Passaro called for services to be rendered at the rates shown in the agreement.

The contract with Capistrano Unified School District and Dr. Perry David Passaro shall be amended to include Special Conditions; Scope of Practice and Release of Assessment Documentation; and to increase the total cost of services not to exceed \$8,400 annually for additional services requested by the District. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this Amendment, and Board approved on May 23, 2012, all other terms of the contract remain in full force and effect.

**DISTRICT**

**Capistrano Unified School District**

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

Terry Fluent

Director, Purchasing

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

**CONSULTANT**

**Dr. Perry David Passaro**

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

Perry Passaro  
Print Name

Psychologist  
Title

Date: 12/3/14

EXHIBIT A

**ASSESSMENT FEE SCHEDULE**

**Psycho educational Assessment.....**

***Independent Educational Evaluation***

Includes diagnostic interview, psychological testing, record review, written report with conclusions and recommendations.

School Site Visit is billed at \$250 per hours in quarter hour increments. Any travel time will be billed at \$250/hour in one quarter hour increments. ....

IEP Attendance is billed at \$250 per hours in quarter hour increments. Any travel time will be billed at \$250/hour in one quarter hour increments. ....

Estimated Cost with visitation and IEP attendance..... \$4200.00

One hour diagnostic interview \$250  
One hour record review \$250  
Five hours testing \$1250  
50 minutes scoring and interpretation \$200  
Four hours report writing \$1000  
One hour report review \$250  
Total \$3200

For school district/IEE evaluations add

Two hours observation at school \$500  
Two hours meeting attendance \$500  
Total \$4200



## CAPISTRANO UNIFIED SCHOOL DISTRICT

### SPECIAL CONDITIONS

#### Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, Dr. Perry David Passaro, has agreed to conduct one or more Independent Educational Evaluations (IEEs) during the 2014-2015 fiscal year. Consultant is functioning solely as an Independent Educational Evaluator. In performing and completing the duties of the IEE, Consultant agrees to the following:

1. Conflict of Interest: Consultant agrees that he/she will not recommend therapy or services within his/her own agency, company, or practice.
2. School Grounds: Consultant agrees that during the performance of an IEE at or on school district grounds, the Consultant may be accompanied by a DISTRICT representative during the duration of observation or interviews of staff and/or pupil.
3. Report: Upon completion of the IEE, the Consultant will provide a written report to the District on or before the date when Consultant provides a copy to a parent.
4. Assessment Documentation: Prior to receipt of payment for services, Consultant agrees to release all assessment documentations to the District including assessment protocols, observation notes, and written report.

The total cost of conducting the IEE in the area listed below shall include full completion of the report (including observation of student), participation in one IEP meeting to review the assessment in person or by phone, and copies of protocols and reports.

<u>Type of Assessment</u>	<u>Qualification of Assessor</u>	<u>Approved Rate</u>
Psycho-Education	Licensed Educational or Clinical Psychologist	4,200

  
\_\_\_\_\_  
Consultant

12/3/14  
\_\_\_\_\_  
Date

Received by:

\_\_\_\_\_  
District Representative

\_\_\_\_\_  
Date



**EXTENSION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT  
PSA 1314172**

**WITH**

**BUSINESS INTERPRISE PROFESSIONALS, LLC.**

Professional Services Agreement No. PSA 1314172 called for an original contract period of April 24, 2014, through June 30, 2014 at the rates on Exhibit A to the agreement.

The agreement with Business Interprise Professionals, LLC. shall be amended to increase the contract to \$40,000 and reflect a revised fee schedule as shown in Exhibit A to this Amendment Agreement.

Except as set forth in this Extension Agreement, and Board approved on April 23, 2014, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Business Interprise Professionals, LLC.**

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

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

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

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

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

\_\_\_\_\_  
Title

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

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

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

Business Interprise Professionals, LLC  
Ernest Proud, PhD.  
8118 E. San Luis Dr.  
Orange, CA 92869  
(714) 997-9942  
[Ernie.proud@sbcglobal.net](mailto:Ernie.proud@sbcglobal.net)

<u>Service</u>	<u>Rate Per Hour</u>
Individual Therapy	\$85.00
Family Therapy	\$85.00
Collateral Therapy	\$85.00
Group Therapy	\$85.00
Mental Health Assessment Services	\$85.00
Mental Health/Behavioral Health Services	\$85.00

Reimbursement for travel expenses associated with out-of-state travel, including but not limited to mileage, airfare, hotel, rental car, food per diem.





## PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional 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 consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

### BUSINESS INTERPRISE PROFESSIONALS, LLC

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$6,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing April 24, 2014 through June 30, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: [Signature]

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 4/23/14

CONSULTANT

Signature: [Signature]

Name: Ernest Proud

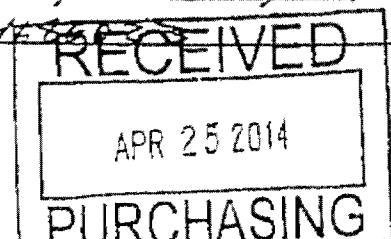
Title: Licensed Psychologist / President

Address: 811 E. San Luis Dr

Orange, CA 92664

Email Address: Ernie.Proud@sbgha.net

FEIN/SSN 26-4586133



## Exhibit A

### Fee Rate for Services

Business Interprise Professionals, LLC

Ernest Proud, Ph.D.

8118 E. San Luis Dr.

Orange, CA 92869

(714)997-9942

Ernie.proud@sbcglobal.net

<u>Service</u>	<u>Rate Per Hour</u>
Individual Therapy	\$85.00
Family Therapy	85.00
Collateral Therapy	85.00
Group Therapy	85.00
Mental Health Assessment Services	85.00
Mental Health/Behavioral Health Services	85.00

By

Ernest Proud

Date

7/17/2014

## SPECIAL CONDITIONS

### Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company, or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

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

By: Emmett Reed

Date: 4/17/2014

**EXTENSION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT  
PSA 1314172**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**BUSINESS INTERPRISE PROFESSIONALS, LLC.**

Professional Services Agreement No. PSA 1314172 called for an original contract period of April 24, 2014, through June 30, 2014.

The agreement with Business Interprise Professionals, LLC. shall be extended an covering the period of 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 \$15,000.

Except as set forth in this Extension Agreement, and Board approved on April 23, 2014, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**Business Interprise Professionals, LLC.**

By: Terry Fluent  
Signature

By: Ernest Rand  
Signature

Terry Fluent

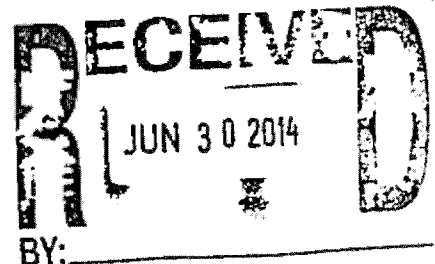
Ernest Rand  
Print Name

Director, Purchasing

President  
Title

Date: 7/17/14

Date: June 26, 2014



## Exhibit A

### Fee Rate for Services

Business Interprise Professionals, LLC

Ernest Proud, Ph.D.

8118 E. San Luis Dr.

Orange, CA 92869

(714)997-9942

Ernie.proud@sbcglobal.net

<u>Service</u>	<u>Rate Per Hour</u>
Individual Therapy	\$85.00
Family Therapy	85.00
Collateral Therapy	85.00
Group Therapy	85.00
Mental Health Assessment Services	85.00
Mental Health/Behavioral Health Services	85.00

By Ernest Proud, Ph.D. Date 6/26/2014



**AMENDMENT NO. 1 TO MASTER CONTRACT AGREEMENT  
CONTRACT NO. MCA 1415007**

**WITH**

**DEVEREUX CLEO WALLACE**

Master Contract Agreement No. MCA 1415007 called for services to be rendered at the rates shown in the agreement.

The contract with Devereux Cleo Wallace shall be amended to reflect the new rates as shown in Exhibit A to this amendment effective July 1, 2014.

Except as set forth in this Amendment, and Board approved on June 12, 2014, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Devereux Cleo Wallace**

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

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

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

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

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

\_\_\_\_\_  
Title

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

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

# EXHIBIT A: RATES

CONTRACTOR Devereux Cleo Wallace CONTRACTOR 77-76422-6131049 2014-2015  
 (NONPUBLIC SCHOOL OR AGENCY) NUMBER (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 10 classrooms If blank, the number shall be as determine by CDE Certification.

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

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

A. Basic Education Program/Special Education Instruction  
Basic Education Program/Dual Enrollment

Rate	Period
\$126.06	Daily

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	\$100.00	Hourly
	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)	\$ 20.00	Hourly
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual	\$100.00	Hourly
	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		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
(10)	Nursing Services		
(12)	Residential Board and Care	\$206.71	Daily
(13)	Residential Mental Health Services	\$154.77	Daily

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

\*\*By credentialed Special Education Teacher.





## MASTER CONTRACT AGREEMENT \*

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of June 12, 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").

### DEVEREUX CLEO WALLACE

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

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

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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

☒ Master Contract    ☐ Special Conditions    ☒ Required Documents and Certifications    ☒ Purchase Order(s)

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

**"DISTRICT"**

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

Name: Terry Fluent

Title: Director, Purchasing

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

**"CONTRACTOR"**

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

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

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

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

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

# EXHIBIT A: RATES

CONTRACTOR Devereux Cleo Wallace CONTRACTOR 77-76422-6131049 2014-2015  
NUMBER  
 (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 10 classrooms If blank, the number shall be as determine by CDE Certification.

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

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

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$125.00</u>	<u>Daily</u>
Basic Education Program/Dual Enrollment		

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

## B. Related Services

(1)	a. Transportation – Round Trip		
	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		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
(10)	Nursing Services		
(12)	Residential Board and Care	<u>\$204.97</u>	<u>Daily</u>
(13)	Residential Mental Health Services	<u>\$153.47</u>	<u>Daily</u>

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

\*\*By credentialed Special Education Teacher.

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT  
ICA 1415099**

**WITH**

**MAIER INTERNATIONAL, INCORPORATED**

Independent Contractor Agreement No. 1415099 called for services to be rendered at the rates shown in the agreement.

The “not to exceed” amount on Independent Contractor Agreement No. 1415099 shall be amended to \$80,000 for additional services as requested by the District.

Except as set forth in this Amendment to Agreement, and Board approved on October 8, 2014, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**Maier International, Incorporated**

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

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

Lynh N. Nguyen \_\_\_\_\_

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

Executive Director, Purchasing & Contracts \_\_\_\_\_

\_\_\_\_\_  
Title

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

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

**INDEPENDENT CONTRACTOR AGREEMENT**

October 9, 2014

This Agreement for Contracted Services ("Agreement") is effective as of September 25, 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").

**MAIER INTERNATIONAL, 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 hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$40,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing July 1, 2014 to June 30, 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**By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 10/01/14**CONTRACTOR**Signature: Gil RamirezName: Gil RamirezTitle: PresidentAddress: 7459 Toll Dr.Rosemead, CA 91770Email Address: gramirez@maier-int.comFEIN/SSN 61-1410741

## MAIER PRICE LIST

<u>LABOR PREVAILING WAGE</u>	Reg	OT	DBL			
Project Manager	\$125.00	\$125.00	\$125.00	6 Mil Haz Bags	\$5.79	Sand Paper \$2.35
Supervisor	\$75.00	\$112.50	\$150.00	6 Mil Clear Bags	\$2.19	Shoe Covers \$2.50
Tennician(s)	\$58.75	\$88.13	\$117.50	6 Mil Poly 10x100	\$140.00	Spunbound Polyprop Suit \$15.00
Electrician	\$125.00			6 Mil Poly 20x100	\$180.00	Towels \$1.50
Labor/Apprentice	\$50.00			Benefect	\$140.00	Polyprop Underwear \$6.79
<u>EQUIPMENT</u>				Blades/Scrapers	\$4.09	Tyvek Chemical Suits \$24.92
Air Mover	\$25.00			Carpet Mask	\$395.00	Vinyl Tape 2" \$18.00
Axial Fan	\$25.00			Cotton Poly 2 Dot Gloves	\$4.50	Vinyl Tape 3" \$25.00
Humidifier	\$95.00			Defoamer	\$60.00	Wire/Chip Brushes \$3.58
				Dawn Detergent	\$12.00	Zipper Door w/Tabs \$11.00
				Duct Tape	\$8.00	Miscellaneous:
				Carpet Shampoo	\$47.50	
				Encapsulant	\$65.00	
Dehumidifier -Large	\$95.00			Face Hepa Cartridges	\$11.00	
DH 1000	\$695.00			Face Hepa Cartridges - Chemical	\$36.25	
DH 2000	\$795.00			Flex Duct 8" x 25" Mylar	\$16.75	
DH 5500	\$1,195.00			Flex Duct 12" x 25" Mylar	\$23.75	
DH 600	\$595.00			Flex Tough Coated Work Gloves	\$15.63	
Extractor / Carpet Cleaner	\$140.00			Floor Buffer Pads	\$23.75	
Extractor Hepa	\$265.00			Glove Bags 44x60	\$14.30	
Extractor Hepa Bag(s)	\$120.00			Hepa Vacuum Bags Inner	\$14.30	
Hepa Vacuum- Small	\$95.00			Hepa Vacuum Bags Outer	\$8.46	
Hepa Vacuum-Large	\$165.00			Latex Rubber Gloves	\$2.25	
Injection System	\$150.00			Layflat Ducting Per Ln. Ft.	\$2.75	
HEPA AFD- Small	\$95.00			Leather Palm Gloves	\$8.75	
HEPA AFD- Large	\$145.00			Masking Wall Tape Blue 2'	\$16.00	
Thermal Camera	\$325.00			Masonite	\$23.40	
<u>MATERIALS &amp; SUPPLIES</u>				Mastic Remover (soybean base)	\$36.59	
2 Mil Poly 10x100	\$140.00			Mold Encapsulant	\$76.25	
2 Mil Poly 20x100	\$210.00			Negative Air Hepa Filters	\$375.55	
3M Hi-Pro Scrub Pads	\$3.95			Negative Air Hepa Filter- Large	\$425.39	
3M Spray Adhesive	\$12.00			Negative Air 2nd Filter Pads	\$19.78	
4 Mil Poly	\$105.66			Negative Air Pre-Filter Pads	\$3.75	
4 Mil Fire Poly	\$181.25			Charcoal Activated Pre Filter	\$8.79	
6 Mil Fire Poly- 10x100	\$165.00			Organic Vapor Cartridges	\$25.77	
6 Mil Fire Poly- 20x100	\$210.00			Plywood	\$30.75	
6 Mil Asbestos Bags	\$3.37			Powerlock Encapsulant Fogging	\$20.49	
				Respirator Wipes	\$0.14	



2 CAPISTRANO UNIFIED SCHOOL DISTRICT  
3 INCOME AGREEMENT

4 This AGREEMENT is hereby entered into this 24<sup>th</sup> day of  
5 November, 2014, by and between the Orange County Superintendent of  
6 Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter  
7 referred to as SUPERINTENDENT, and Capistrano Unified School  
8 District, 33122 Valle Road, San Juan Capistrano, California 92675,  
9 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT  
10 shall be collectively referred to as the Parties.

11 WHEREAS, DISTRICT is authorized by Section 53060 of the  
12 California Government Code to contract with and employ any persons  
13 for the furnishing of special services and advice in financial,  
14 economic, accounting, engineering, legal or administrative matters,  
15 if such persons are specially trained and experienced and competent  
16 to perform the special services required; and

17 WHEREAS, DISTRICT is in need of such special services and  
18 advice; and

19 WHEREAS, SUPERINTENDENT is specially trained and experienced  
20 and competent to perform the special services required by the  
21 DISTRICT, and such services are needed on a limited basis;

22 NOW, THEREFORE, the Parties hereby agree as follows:

23 1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an  
24 independent contractor to perform the following described services  
25 and SUPERINTENDENT hereby agrees to perform said services upon the  
terms and conditions hereinafter set forth. SUPERINTENDENT hereby  
agrees to perform said work upon the terms and conditions hereinafter

1 set forth. Specifically, SUPERINTENDENT shall provide the services of  
2 Sheri Loewenstein of Instructional Services Programs - Institute for  
3 Leadership Development to conduct Leadership Development training for  
4 administrative coaching services for district administrators.

5 2.0 TERM. This AGREEMENT shall commence on July 1, 2014 and end on  
6 June 30, 2015, subject to termination set forth in this AGREEMENT.

7 3.0 PAYMENT. DISTRICT agrees to pay the SUPERINTENDENT for services  
8 satisfactorily performed pursuant to Section 1.0 of this AGREEMENT a  
9 total sum not to exceed Twenty thousand dollars (\$20,000.00).  
10 Payment shall be made at the rate of Five thousand dollars  
11 (\$5,000.00) per DISTRICT administrator not to exceed four (4)  
12 DISTRICT administrators. DISTRICT'S payment to SUPERINTENDENT shall  
13 be made upon receipt of an itemized invoice from SUPERINTENDENT.  
14 Payment shall be mailed to: Orange County Superintendent of Schools,  
15 Attn: Accounting Manager, 200 Kalmus Drive, Costa Mesa, California  
16 92626-9050, or at such other place as SUPERINTENDENT may designate  
17 in writing.

18 4.0 EXPENSES. DISTRICT shall not be liable to SUPERINTENDENT for  
19 any costs or expenses paid or incurred by SUPERINTENDENT in  
20 performing services for DISTRICT, except as follows: N/A.

21 5.0 MATERIALS. SUPERINTENDENT shall furnish, at his/her own  
22 expense, all labor, materials, equipment, supplies and other items  
23 necessary to complete the services to be provided pursuant to this  
24 AGREEMENT, except as follows: N/A. SUPERINTENDENT's services will be  
25 performed, findings obtained, reports and recommendations prepared in



1 accordance with generally and currently accepted principles and  
2 practices of his/her profession.

3 6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of  
4 this AGREEMENT, shall be and act as an independent contractor.  
5 SUPERINTENDENT understands and agrees that he/she and all of his/her  
6 employees shall not be considered officers, employees or agents of  
7 the DISTRICT, and are not entitled to benefits of any kind or nature  
8 normally provided employees of the DISTRICT and/or to which  
9 DISTRICT'S employees are normally entitled, including, but not  
10 limited to, State Unemployment Compensation or Workers'  
11 Compensation. SUPERINTENDENT assumes the full responsibility for the  
12 acts and/or omissions of his/her employees or agents as they relate  
13 to the services to be provided under this AGREEMENT. SUPERINTENDENT  
14 shall assume full responsibility for payment of all federal, state  
15 and local taxes or contributions, including unemployment insurance,  
16 social security and income taxes with respect to SUPERINTENDENT'S  
17 employees.

18 7.0 ORIGINALITY OF SERVICES. SUPERINTENDENT agrees that all  
19 technologies, formulae, procedures, processes, methods, writings,  
20 ideas, dialogue, compositions, recordings, teleplays, and video  
21 productions prepared for, written for, submitted to the DISTRICT  
22 and/or used in connection with this AGREEMENT, shall be wholly  
23 original to SUPERINTENDENT and shall not be copied in whole or in  
24 part from any other source, except that submitted to SUPERINTENDENT  
25 by DISTRICT as a basis for such services.

////

1 8.0 HOLD HARMLESS.

2 A. SUPERINTENDENT agrees to and does hereby indemnify,  
3 defend, and hold harmless DISTRICT, its Governing Board, officers,  
4 agents and employees from liability and claims of liability for  
5 bodily injury, personal injury, sickness, disease, or death of any  
6 person or persons, or damage to any property, real personal, tangible  
7 or intangible, arising out of the negligent acts or omissions of  
8 employees, agents or officers of SUPERINTENDENT or the Orange County  
9 Board of education during the period of this AGREEMENT.

10 B. DISTRICT agrees to and does hereby indemnify, defend,  
11 and hold harmless SUPERINTENDENT, the Orange County Board of  
12 Education, and its officers, agents and employees from liability and  
13 claims of liability for bodily injury, personal injury, sickness,  
14 disease, or death of any person or persons, or damage to any  
15 property, real personal, tangible or intangible, arising out of the  
16 negligent acts or omissions of its Governing Board, employees, agents  
17 or officers of DISTRICT during the period of this AGREEMENT.

18 9.0 ASSIGNMENT. The obligations of SUPERINTENDENT pursuant to this  
19 AGREEMENT shall not be assigned by SUPERINTENDENT without prior  
20 written approval of DISTRICT.

21 10.0 TOBACCO USE POLICY. In the interest of public health, the  
22 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
23 use of any tobacco products are prohibited in buildings and  
24 vehicles, and on any property owned, leased or contracted for by the  
25 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to

1 abide with conditions of this policy could result in the termination  
2 of this AGREEMENT.

3 11.0 TERMINATION. Either party may terminate this AGREEMENT with or  
4 without cause with the giving of thirty (30) days written notice to  
5 the other party. DISTRICT shall compensate SUPERINTENDENT only for  
6 services satisfactorily rendered to the date of termination. Written  
7 notice by DISTRICT shall be sufficient to stop further performance of  
8 services by SUPERINTENDENT. Notice shall be deemed given when  
9 received by the SUPERINTENDENT or DISTRICT or no later than three (3)  
10 days after the day of mailing, whichever is sooner.

11 12.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that  
12 they will not engage in unlawful discrimination in employment of  
13 persons because of race, color, religious creed, national origin,  
14 ancestry, physical handicap, medical condition, marital status, or  
15 sex of such persons.

16 13.0 NOTICE. All notices or demands to be given under this  
17 AGREEMENT by either party to the other shall be in writing and given  
18 either by: (a) personal service or (b) by U.S. Mail, mailed either  
19 by registered or certified mail, return receipt requested, with  
20 postage prepaid. Service shall be considered given when received if  
21 personally served or if mailed on the third day after deposit in any  
22 U.S. Post Office. The address to which notices or demands may be  
23 given by either party may be changed by written notice given in  
24 accordance with the notice provisions of this section. As of the  
25 date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, California 92675  
Attn: \_\_\_\_\_

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

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

15.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

1 IN WITNESS WHEREOF, the Parties hereto set their hands.

2 DISTRICT: CAPISTRANO UNIFIED SCHOOL  
3 DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

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

BY: Patricia McCaughey  
Authorized Signature

5 PRINT NAME: \_\_\_\_\_

PRINT NAME: Patricia McCaughey

6 TITLE: \_\_\_\_\_

TITLE: Coordinator

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

DATE: November 25, 2014

9 CapistranoUSD-Income(41333)15  
10 ZIP 6



**EXTENSION OF AGREEMENT NO. I1011109**

**KNOWLAND CONSTRUCTION SERVICES**

Independent Contractor Agreement No. I1011109 called for an original 12-month contract covering the period of January 12, 2011, through January 11, 2012.

The contract with Knowland Construction Services shall be extended an additional twelve (12) months for the period January 12, 2015, through January 11, 2016, at the current contract pricing.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$400,000. 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 January 11, 2011, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**Knowland Construction Services**

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

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

Lynh N. Nguyen

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

Exec. Director, Purchasing & Contracts

\_\_\_\_\_  
Title

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

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

Exhibit A

DSA Class I	\$73.00/hr
DSA Class II	\$64.00/hr
DSA Class III	\$60.00/hr
Assistant to IOR	\$56.00/hr





## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Knowland Construction Services hereinafter referred to as "CONTRACTOR".

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** DSA Approved Inspector of Record (IOR) per scope and fee schedule, RFQ No. 4-1011

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on January 12, 2011, and will diligently perform as required and complete performance by January 11, 2012.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed n/a Dollars (\$ n/a ).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Hourly rate per fee schedule, RFQ No. 4-1011 for DSA Approved Inspector of Record. PO to be issued for service.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: n/a

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT, and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'S employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: n/a

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

CONTRACTOR'S NAME: Knowland Construction Services CONTRACT No. 11011109

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

**8. Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

**9. Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

**10. Hold Harmless:** CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

**11. Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

**12. Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

**13. Compliance with Applicable Laws:** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

**14. Permits/Licenses:** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

**15. Employment with Public Agency:** CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

**16. Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

**17. Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

**19. Notice:** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal services or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

**DISTRICT:**

Terry Fluent, Director, Purchasing  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

**CONTRACTOR:**

Knowland Construction Services  
Chris Knowland  
2181 East Foothill Blvd.  
Pasadena, CA 91107

**20. Severability:** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

CONTRACTOR'S NAME: Knowland Construction Services

CONTRACT No. 11011109

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

- |            |   |  |
|------------|---|--|
| a. Exhibit | A | <u>RFQ No. 4-1011 Proposal as submitted October 21, 2010</u> |
| b. Exhibit | B | <u>Schedule of Fees</u>                                      |
| c. Exhibit | C | <u></u>  |

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF January, 2011.

Capistrano Unified School District

Name of District

By: [Signature]

Terry Fluent

Typed Name

Director, Purchasing

Title

January 11, 2011

Board Approval Date

Knowland, Inc.  
dba Knowland Construction  
Services

Contractor Name

Signature: [Signature]

Diane Knowland

Typed or Printed Name

President CFO

Title

20-4112757

Taxpayer Identification Number

## **Knowland Construction Services**

Imperial County

Los Angeles

Orange County

San Diego

Santa Barbara

### **SCHEDULE OF FEES - Capistrano Unified School District**

<b><u>PROJECT INSPECTORS</u></b>	<b><u>HOURLY RATE</u></b>	<b><u>MONTHLY</u></b>
DSA Class I Senior Project Inspector	\$73.00	\$12,200.00
DSA Class I Project Inspector	\$71.00	\$11,900.00
DSA Class II Project Inspector	\$64.00	\$10,200.00
DSA Class III Project Inspector	\$60.00	\$9,600.00
DSA Assistant to the IOR	\$56.00	\$8,960.00
AWS/CWI Inspector	\$66.00	\$10,560.00
In-plant – TL Shields (MEM) Elevators	\$4,200/module	-
In-plant Portable Classroom	\$950.00/module	-

All fees and arrangements are negotiable. Knowland Construction Services will not charge overtime for the first 10 hours of each day, and will utilize comp time when possible. KCS has an excellent reputation for working with Districts to minimize the cost of inspection and testing.

KCS proposes to utilize A DSA Class I Project Inspector for the Pool and a DSA Class I Project Inspector for the Performing Arts Center.

### **SPECIAL INSPECTORS & TECHNICIANS**

Knowland Construction Services will provide a special inspection Testing Plan and can provide an RFQ template for Testing Labs that will minimize testing requirements for the project, enable the District to receive accurate competitive bids, and reduce the overall cost to the District.

### **ADDITIONAL**

Quoted Rates include all Liability, Workers Compensation, Auto Insurances and other insurances required in the RFQ. Standard documentation includes Daily Reports, Semi-monthly Reports, Digital Photography, and documentation listed in the RFQ. KCS works closely with the Construction Manager and Architect to provide documentation which will minimize contractor claims, including documenting work installed, scheduling & coordination conflicts.

All phones, fax, computers, cameras, autos, office supplies, in fee schedule.

Capistrano Unified School District 2010



**EXTENSION OF AGREEMENT NO. I1011109**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**KNOWLAND CONSTRUCTION SERVICES**

Independent Contractor Agreement No. I1011109 called for an original 12-month contract covering the period of January 12, 2011, through January 11, 2012.

The contract with Knowland Construction Services shall be extended an additional twelve (12) months for the period January 12, 2014, through January 11, 2015, at the current contract pricing.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$400,000. 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 January 11, 2011, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**Knowland Construction Services**

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

Signature

Terry Fluent

Director, Purchasing

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

1/27/14

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

Signature

Christopher Knowland

Print Name

President Operations

Title

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

Dec. 13, 2013

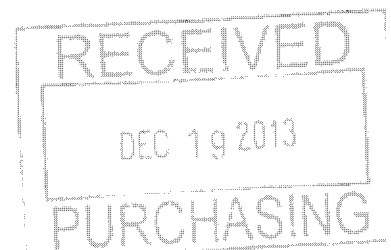


Exhibit A

DSA Class I	\$73.00/hr
DSA Class II	\$64.00/hr
DSA Class III	\$60.00/hr
Assistant to IOR	\$56.00/hr

**EXTENSION OF AGREEMENT NO. I1011109**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**KNOWLAND CONSTRUCTION SERVICES**

Independent Contractor Agreement No. C01011109 called for an original 12-month contract covering the period of January 12, 2011, through January 11, 2012.

The contract with Knowland Construction Services, shall be extended an additional twelve (12) months for the period January 12, 2012, through January 11, 2013, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on January 11, 2011, all other terms of the contract remain in full force and effect.

**DISTRICT**

**Capistrano Unified School District**

By:   
Signature

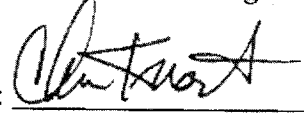
Terry Fluent

Director, Purchasing

Date: 3/2/12

**CONTRACTOR**

**Knowland Consulting Services**

By:   
Signature

Christopher Knowland  
Print Name

President Operations  
Title

Date: 2/27/2012

Capistrano Unified School District  
Terry Fluent—Director of Purchasing  
33122 Valle Road  
San Juan Capistrano, CA 92675

November 15,, 2011

Dear Terry,

We are in receipt of your letter dated November 14, 2011 requesting a 10% reduction in rates due to financial hardships for Capistrano Unified School District in the current economic environment. Knowland Construction Services very much wants to continue working with Capistrano Unified School District and would like to extend our contract. We are willing to work with you to minimize all costs to the District and would like to sit down and discuss possible ways Capistrano Unified School District may be able to reduce costs associated with the project.

Knowland Construction Services is very much aware of the economic environment over the past several years, and in fact, took these conditions into consideration when providing our original rates for Capistrano Unified School District. KCS is currently not making 10% profit on the rates accepted by The District.

Knowland Construction Services rates charged to Capistrano Unified School District were between 10% and 15% lower than other bids received by the District at the time of the original proposal. Additionally, KCS has not requested any yearly rate multipliers, and has provided many of hours of work for which we did not bill the District. Additionally, KCS has agreed to bill straight time rates for over-time work which is normally billed at time and a half as an industry standard, and most likely included on other proposals received by the District.

KCS is currently working ins several districts near Capistrano Unified School District and are charging between 10% and 20% more than we are billing your District. The latest rates KCS has provided for our most recent bid is as follows:

<u>Most Recent Bid Rates</u>		<u>OT</u>	<u>Capistrano Unified School District Rates</u>		<u>OT</u>
DSA Class I	\$98.00/hour	1 1/2	DSA Class I	\$73.00/ hour	Straight
DSA Class II	\$92.00/hour	1 1/2	DSA Class II	\$64.00/hour	Straight
DSA Class III	\$88.00/hour	1 1/2	DSA Class III	\$60.00/hour	Straight
Assistant to IOR	\$68.00/hour	1 1/2	Assistant to IOR	\$56.00/hour	Straight

<u>Closest Orange County Current Rates</u>		<u>OT</u>
DSA Class I	\$84.36/hour	Straight
DSA Class II	\$78.00/hour	Straight
DSA Class III	\$68.00/hour	Straight
Assistant to IOR	\$66.00/hour	Straight

KCS will do what we can to reduce costs to the District and is willing to perform additional work at reduced rates, however we have already reduced rates to Capistrano Unified School District because we took into consideration district budget hardships. We would be willing to sit down to discuss ways in which we may provide added services or reduce costs to the District. We look forward to meeting with you to discuss. Thank you.

Respectfully,

Christopher Knowland  
President

*Knowland Construction Services*  
Phone: (626) 786-4331 / Fax: (626) 794-5706 / Email: [chrisknowland@msn.com](mailto:chrisknowland@msn.com)

**EXTENSION OF AGREEMENT NO. I1011109**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**KNOWLAND CONSTRUCTION SERVICES**

Independent Contractor Agreement No. I1011109 called for an original 12-month contract covering the period of January 12, 2011, through January 11, 2012.

The contract with Knowland Construction Services shall be extended an additional twelve (12) months for the period January 12, 2013, through January 11, 2014, at the prices shown in Exhibit A to this Extension Agreement.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$400,000. 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 January 11, 2011, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**Knowland Construction Services**

By:   
Signature

By:   
Signature

Terry Fluent

Christopher Knowland  
Print Name

Director, Purchasing

President Operations  
Title

Date: 1/7/13

Date: 12/19/2012



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 14, 2015  
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. Berneking, Brian	Walk on Coach	District Initiated	12/12/2013	12/09/2014
2. Bisconti, Jaclynne	IF-Sp Ed	Retirement	01/14/2004	12/31/2014
3. Carter, Deborah	Sub IF-Sp Ed	Voluntary	10/23/2006	06/21/2014
4. Clift, Lynnette	IBI Asst Tutor	Retirement	09/06/2001	01/02/2015
5. Foat, Laureen	Sub IF-Sp Ed	Voluntary	10/10/2000	12/12/2014
6. Hafemann, Linda	Inst Asst-Presch	Voluntary	11/26/2007	01/16/2015
7. Lewis, Einbund	Sub Inst Asst	Voluntary	08/24/2005	12/18/2014
8. O'Gorman, Cheyne	IF-Sp Ed	Personal	02/21/2012	12/19/2014
9. Rodriguez, Laura	Blngl Clerk	Retirement	05/25/1994	12/30/2014
10. Shishani, Katie	Sub IF-Sp Ed	Voluntary	12/11/2014	01/02/2015
11. Sutton II, James	ASB Worker	District Initiated	09/02/2010	11/10/2014
12. Yang, Monica	Sub Elem Sch Clerk	Other Employment	12/13/2011	11/06/2014
	Sub Elem Office Mgr			
	Sub Student Supvr			

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
13. Johannes, Scott	Sch Bus Driver (9.5mo/per bid)	\$3,214.00 mo	R28-2	01/15/2015
14. Paris, Lisa	Sch Bus Driver (9.5mo/per bid)	\$3,061.00 mo	R28-1	01/15/2015
15. Parks, Robin	MS Office Mgr (10.75mo/40hpw)	\$3,364.41 mo	R33-1	01/15/2015
16. Swick, Judith	Sch Bus Driver (9.5mo/per bid)	\$3,214.00 mo	R28-2	01/15/2015
17. Ziegler, Michael	Sch Bus Driver (9.5mo/per bid)	\$3,375.00 mo	R28-3	01/15/2015

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
18. Friedlander, Zackary	Inst Asst Sp Ed Presch (9.5mo/17.5hpw)	\$13.74 hr	R19-1	01/15/2015
19. Smith, Cayla	IF-Sp Ed (9.5mo/35hrs)	\$14.79 hr	R22-1	01/15/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 14, 2015  
Classified Employees

**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
20. Tapia, Zaira	Blngl IF-Sp Ed (9.5mo/17.5hpw)	\$15.54 hr	R24-1	01/15/2015
21. Whitfield, Sara	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.16 hr	R23-1	01/15/2015

<u>Name</u>	<u>Recall from Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
22. Luehe, Deborah	Inst Asst (9.5mo/15hpw)	\$14.42 hr	R19-2	01/15/2015

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
23. Coles, Lori	Student Supvr	\$10.00 hr		01/15/2015
24. Ellis, Michaela	IF-Sp Ed	\$14.79 hr	R22-1	01/15/2015
25. Florentino, Aurea	IF-Sp Ed	\$14.79 hr	R22-1	01/15/2015
26. Harrelson, Diane	Elem Office Mgr	\$19.41 hr	R33-1	01/15/2015
27. Hayashi, Eriko	Student Supvr	\$10.00 hr		01/15/2015
28. Ibrahim, Erin	IF-Sp Ed	\$14.79 hr	R22-1	01/15/2015
29. Martinez, Francisco	Custodian	\$16.33 hr	R26-1	01/15/2015
30. McCarville, Suzette	IF-Sp Ed	\$14.79 hr	R22-1	10/14/2014
31. Shimogawa, Debra	IF-Sp Ed	\$14.79 hr	R22-1	10/14/2014
32. Weinert, Megan	Student Supvr	\$10.00 hr		09/04/2014
33. Williams, Michelle	Student Supvr	\$10.00 hr		01/15/2015
34. Zardinjad, Mahnaz	IF-Sp Ed	\$14.79 hr	R22-1	10/14/2014
35. Zoccoli, Dianna	Student Supvr	\$10.00 hr		01/15/2015

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
36. Bahena, Isabel	Student Worker	\$9.00 hr	11/15/2014- 06/30/2015
37. Bonilla, Jazmin	Student Worker	\$9.00 hr	12/01/2014- 06/30/2015
38. Calaiacovo, Eileen	Student Supvr	\$10.00 hr	01/06/2015
39. Chiarello, Bernadette	Student Worker	\$9.00 hr	11/21/2014- 06/30/2015
40. Cook, Rachel	Student Worker	\$9.00 hr	12/01/2014- 06/30/2015



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 14, 2015  
Classified Employees

**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
41. Espinosa, Eduardo	Student Worker	\$9.00 hr	11/01/2014- 06/30/2015
42. Golden, Jessica	Student Supvr	\$10.00 hr	09/04/2014
43. Harding, Dylan	Student Worker	\$9.00 hr	12/01/2014- 06/30/2015
44. Kelly, Niles	Student Worker	\$9.00 hr	12/01/2014- 06/30/2015
45. Lara, Devon	Student Worker	\$9.00 hr	12/01/2014- 06/30/2015
46. McKee, Skylar	Student Worker	\$9.00 hr	12/01/2014- 06/30/2015
47. Mladenik, Sarah	Student Supvr	\$10.00 hr	11/17/2014- 06/19/2015
48. Ragsdale, James	Student Worker	\$9.00 hr	12/01/2014- 06/30/2015
49. Reed, Mark	Student Worker	\$9.00 hr	12/01/2014- 06/30/2015
50. Reguerio, Andrew	Student Worker	\$9.00 hr	12/01/2014- 06/30/2015
51. Rios-Muniz, Ulisess	Student Worker	\$9.00 hr	12/01/2014- 06/30/2015
52. Russell, Daniel	Student Worker	\$9.00 hr	11/21/2014- 06/30/2015
53. Sever, Brett	Student Worker	\$9.00 hr	11/15/2014- 06/30/2015
54. Solos, Igor	Student Worker	\$9.00 hr	12/01/2014- 06/30/2015
55. Talafus, Ryan	Student Supvr	\$10.00 hr	12/11/2014
56. Tate-Johnson, Taylor	Student Worker	\$9.00 hr	11/23/2014- 06/30/2015
57. Van Ness, Michael	Student Worker	\$9.00 hr	11/15/2014- 06/30/2015
58. Whitten, John	Student Worker	\$9.00 hr	11/24/2014- 06/30/2015
59. Willet, Olivia	Student Worker	\$9.00 hr	12/01/2014- 06/30/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 14, 2015  
Classified Employees

**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
60. Anderson, Dyanne	Soccer, Girls' Varsity (Asst)	Dana Hills HS	\$ 2,641.00	11/11/2014- 02/13/2015
61. Beeler, Chad	Water Polo, Girls' Varsity (Head)	Dana Hills HS	\$ 3,301.00	11/11/2014- 02/13/2015
62. Duran, Mike	Basketball, Boys' Varsity (Asst)	Dana Hills HS	\$ 3,081.00	11/24/2014- 02/13/2015
63. Escutia, John	Soccer, Boys' Varsity (Asst)	San Juan Hills HS	\$ 2,641.00	11/24/2014- 02/13/2015
64. Haynes, Monica	Soccer, Girls' Varsity (Asst)	San Juan Hills HS	\$ 2,641.00	11/24/2014- 02/13/2015
65. Hernandez, Felix	Soccer, Boys' Varsity (Asst)	San Clemente HS	\$ 2,641.00	11/10/2014- 02/13/2015
66. Karn, Kimberly	Soccer, Girls' Varsity (Asst)	San Clemente HS	\$ 2,641.00	11/10/2014- 02/13/2015
67. Kaveh, Mehdi	Wrestling, Varsity (Asst)	Aliso Niguel HS	\$ 2,641.00	11/17/2014- 01/24/2015
68. Massucco, Dan	Softball, Head	San Juan Hills HS	\$ 3,521.00	02/01/2015- 06/10/2015
69. Navabpour, Cyrus	Soccer, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 2,641.00	11/24/2014- 02/13/2015
70. Reepert, Bradley	Lacrosse, Varsity (Head)	San Clemente HS	\$ 3,301.00	02/16/2015- 05/15/2015
71. Ruiz, Jason	Soccer, Boys' Varsity (Asst)	Aliso Niguel HS	\$ 2,641.00	12/01/2014- 02/10/2015
72. Saenz, Derek	Volleyball, Girls' Varsity (Head)	Capistrano Valley HS	\$ 3,301.00	09/01/2014- 11/05/2014
73. Saenz, Derek	Volleyball, Varsity (Head)	Capistrano Valley HS	\$ 3,301.00	09/01/2014- 11/05/2014
74. Schlimmer, Annie	Soccer, Girls' Varsity (Asst)	San Clemente HS	\$ 2,641.00	11/10/2014- 02/13/2015
75. Sundin, Lindsey	Basketball, Girls' Varsity (Head)	Aliso Niguel HS	\$ 3,521.00	11/10/2014- 02/11/2015
76. Takahashi, Roger	Football, JV/Soph (Head)	Tesoro HS	\$ 3,081.00	08/29/2014- 11/07/2014
77. Taylor, Carrie	Soccer, Girls' Varsity (Head)	Dana Hills HS	\$ 3,301.00	11/11/2014- 02/13/2015
78. Toscano, Mark	Basketball, Girls' Varsity (Asst)	San Juan Hills HS	\$ 3,081.00	12/01/2014- 02/13/2015
79. Walker, Lauren	Soccer, Girls' (Asst)	Aliso Niguel HS	\$ 2,641.00	12/01/2014- 02/10/2015

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**APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
80. Warkentin, Lindsay	Swimming, Girls' Varsity (Head)	San Clemente HS	\$ 3,301.00	02/16/2015- 05/08/2015

**APPROVE CIF CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
81. Cota, Chris	Cross Country, Girls' (Head)	Dana Hills HS	\$ 330.10	11/10/2014
			\$ 165.05	11/24/2014
82. Jones, Russell	Cross Country, Boys' Varsity (Head)	Capistrano Valley HS	\$ 330.10	11/08/2014
83. Stratton, Andrew	Football, Varsity (Asst)	Capistrano Valley HS	\$ 352.10	11/08/2014

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
84. Abney, Kelly	Water Polo, Girls' Varsity (Asst)	Capistrano Valley HS	\$ 2,640.00	11/17/2014- 01/31/2015
85. Allen, Danyelle	Soccer, Girls' (Asst)	San Clemente HS	\$ 2,000.00	11/10/2014- 02/13/2015
86. Arias, Jacob	Soccer, Boys' Varsity (Asst)	San Juan Hills HS	\$ 3,000.00	11/01/2014- 02/13/2015
87. Bardowell, David	Accompanist (Choir)	Aliso Niguel HS	\$ 1,200.00	12/08/2014- 06/19/2015
88. Berneking, Brian	Water Polo, Girls' Varsity (Head)	Tesoro HS	\$ 1,400.00	09/04/2014- 11/21/2014
89. Casarrubias, Tommy	Soccer, Boys' Varsity (Asst)	San Juan Hills HS	\$ 2,500.00	11/24/2014- 02/13/2015
90. Chambers, Keith	Track	Dana Hills HS	\$ 2,000.00	10/01/2014- 01/08/2015
91. Cornell, Kelli	Soccer, Girls' (Asst)	San Clemente HS	\$ 1,700.00	11/10/2014- 02/13/2015
92. Dodge, Randy	Soccer, Tournament Director	Aliso Niguel HS	\$ 2,000.00	12/01/2014- 12/16/2014
93. Fleming, Doug	Basketball, JV (Asst)	Aliso Niguel HS	\$ 2,500.00	11/10/2014- 02/07/2015

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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
94. Friend, Cody	Basketball, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 3,081.00	11/10/2014- 01/31/2015
95. Fromm, Nicole	Tennis, Girls'	San Juan Hills HS	\$ 500.00	12/01/2014- 01/01/2015
96. Gelger, Lauren	Tennis, Girls'	San Juan Hills HS	\$ 1,000.00	12/01/2014- 01/01/2015
97. Goss, Tom	Lacrosse, Girls' (Asst)	Capistrano Valley HS	\$ 2,640.00	12/01/2014- 01/31/2015
98. Gustafson, Ryan	Lacrosse, Girls' (Head)	Capistrano Valley HS	\$ 3,300.00	12/01/2014- 01/31/2015
99. Hamasaki, Vince	Basketball, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 3,081.00	11/10/2014- 01/31/2015
100. Hauser, Christian	Wrestling	Capistrano Valley HS	\$ 2,641.00	11/10/2014- 01/31/2015
101. Husbands, Kerri	Basketball, Girls' (Asst)	San Clemente HS	\$ 2,200.00	11/10/2014- 02/13/2015
102. Huxford, Brandon	Wrestling, (Asst)	Aliso Niguel HS	\$ 500.00	11/07/2014- 01/24/2015
103. Jones, Chris	Basketball, Boys' Freshman (Asst)	Aliso Niguel HS	\$ 2,200.00	11/10/2014- 02/07/2015
104. King, Preston	Football, Varsity (Asst)	Tesoro HS	\$ 2,500.00	07/01/2014- 08/01/2014
			\$ 3,478.00	08/29/2014- 11/07/2014
105. Lawler, Pat	Wrestling, (Asst)	Aliso Niguel HS	\$ 1,000.00	11/17/2014- 01/24/2015
106. Leslie, Lauren	Soccer, Girls' (Asst)	San Clemente HS	\$ 1,700.00	11/10/2014- 02/13/2015
107. Little, Sean	Basketball, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 3,081.00	11/10/2014- 01/31/2015
108. Mallon, Bryan	Basketball, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 3,081.00	11/10/2014- 01/31/2015
109. Manresa, Chris	Basketball, (Asst)	Tesoro HS	\$ 1,000.00	11/24/2014- 02/13/2014
110. Marsh, Eric	Wrestling, (Asst)	Aliso Niguel HS	\$ 1,000.00	11/07/2014- 01/24/2015
111. Mast, Harrison	Wrestling, (Asst)	Aliso Niguel HS	\$ 2,500.00	11/17/2014- 01/24/2015
112. Matsko, Rebecca	Water Polo, Girls' (Asst)	Aliso Niguel HS	\$ 2,000.00	11/11/2014- 02/05/2015

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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
113. Matthews, Marcus	Drama Coach	Tesoro HS	\$ 2,500.00	09/04/2014-06/19/2015
114. McGeough, Tyler	Band/Orchestra	Capistrano Valley HS	\$ 4,800.00	12/04/2014-06/30/2015
115. Miramontes, Jesus	Soccer, Tournament Director (Asst)	Aliso Niguel HS	\$ 1,000.00	12/01/2014-12/16/2014
116. Montecinos, Daniel	Baseball, (Asst)	San Clemente HS	\$ 2,000.00	11/01/2014-01/05/2015
117. Murphy, Kevin	Basketball, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 3,081.00	11/10/2014-01/31/2015
118. Newberry, Daniel	Water Polo, Boys'	San Juan Hills HS	\$ 3,300.00	12/01/2014-02/01/2015
119. Petroff, Dalyn	Soccer, Girls' Frosh/Soph (Asst)	San Juan Hills HS	\$ 2,200.00	11/24/2014-02/13/2015
120. Price, Ryan	Basketball, JV (Asst)	Aliso Niguel HS	\$ 2,000.00	11/10/2014-02/07/2015
121. Quiggle, Casey	Volleyball, Girls' Varsity (Asst)	Aliso Niguel HS	\$ 1,000.00	12/01/2014-02/13/2015
122. Royle, Michael	Tennis, Boys'	San Juan Hills HS	\$ 1,000.00	12/01/2014-01/01/2015
123. Saba, Justin	Basketball, Girls' Frosh/Soph (Head)	Aliso Niguel HS	\$ 1,700.00	11/10/2014-02/11/2015
124. Schneringer, Paul	Water Polo, Boys'	San Juan Hills HS	\$ 3,300.00	12/01/2014-02/01/2015
125. Tye, Natalie	Basketball, Girls' JV (Head)	Aliso Niguel HS	\$ 1,700.00	11/10/2014-02/11/2015
126. Villanuava, Ray	Football, Freshman (Asst)	Dana Hills HS	\$ 3,000.00	09/01/2014-11/07/2014
127. Wahl, Abby	Volleyball, Girls' Freshman (Head)	Aliso Niguel HS	\$ 1,000.00	12/01/2014-02/13/2015
128. Wallace, Ed	Basketball, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 3,081.00	11/10/2014-01/31/2015

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**APPROVE EMPLOYMENT PENDING CLEARANCES**

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
129. Monarrez, Stephanie	Blngl Int Office Asst (12mo/40hpw)	\$16.74 hr	R27-1	01/14/2015
130. Stanco, Ambrosia	Activities Account Clerk (10.75mo/40hpw)	\$18.02 hr	R30-1	01/15/2015

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
131. Andrews, Stephanie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	01/15/2015
132. Butler, Nicole	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	01/15/2015
133. Gonzalez, Jannette	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	01/15/2015
134. Haney, Melissa	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	01/15/2015
135. Rodriguez, Edith Adriana	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.16 hr	R23-1	01/15/2015
136. Wilsman, Gail	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	01/15/2015
137. Zavaleta, Jacqueline	Blngl Inst Asst Presch (9.5mo/15hpw)	\$15.16 hr	R23-1	01/15/2015

**APPROVE PROMOTION**

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
138. Effenberger, Patricia	Blngl District Receptionist (12mo/35hpw)	Blngl Staff Secretary (12mo/40hpw)	R32-2	01/15/2015
139. Michael, Nadar	Sch Bus Driver (9.5mo/per bid)	Sch Bus Driver Route Spec (12mo/40hpw)	R32-15	01/15/2015
140. Olvera, Angela	Account Clerk II (12mo/40hpw)	Account Clerk III (12mo/40hpw)	R32-2	01/15/2015

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**APPROVE PROMOTION (Cont.)**

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
141. Solis, Bertha	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Blngl Inst Asst- Presch (9.5mo/15hpw)	R24-1	01/15/2015

**APPROVE ASSIGNMENT ADJUSTMENTS**

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
142. Adams, Stephanie	Student Supvr (9.5mo/6.25hpw)	Student Supvr (9.5mo/5hpw)		11/17/2014
143. Becker, Estela	Student Supvr (9.5mo/7.45hpw)	Student Supvr (9.5mo/17.5hpw)		01/15/2015
144. Cappello, Mitzi	Student Supvr (9.5mo/10hpw)	Student Supvr (9.5mo/12hpw)		01/15/2015
145. Colombo, Stacy	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-3	01/15/2015
146. Swords, Diana	Student Supvr (9.5mo/9.5hpw)	Student Supvr (9.5mo/13.5hpw)		12/17/2014
147. Williams, John	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/32.5hpw)	R22-3	01/15/2015

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

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
148. Aguierre, Maria	Infant/Toddler Child Care Provider TAA NTE 4 hpw (Provide child care)	11/19/2014- 06/30/2015
149. Aguierre, Oralia	Student Supvr TAA NTE 5 hrs (Supervise students)	01/28/2015- 06/30/2015
150. Balbas, Sarah	IF-Sp Ed TAA NTE 30 hrs (Attend overnight Outdoor Science Camp)	12/08/2014- 12/10/2014
151. Bolokowicz, Joanne	Health Asst TAA NTE 10 hrs (Assist with vision and hearing)	12/03/2014- 03/30/2015
152. Casarrubias-Quinn, Olivia	Presch Teacher TAA NTE 30 hrs (Attend IEP's as a requirement of Special Education Services)	11/03/2014- 06/30/2015

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
153. Dillbeck, Stephanie	Elem Library Media Tech TAA NTE 10 hrs (Assist with Destiny Library and Textbook Manager system projects)	11/17/2014- 03/31/2015
154. Eppstein, Susan	Inst Asst-Sp Ed TAA NTE 48hrs (Provide before school intervention for at risk students)	12/01/2014- 06/19/2015
155. Flotho, Lisa	Presch Teacher TAA NTE 30 hrs (Attend IEP's as a requirement of Special Education Services)	11/03/2014- 06/30/2015
156. Ghosn, Ghada	MS Library Media Tech TAA NTE 20 hrs (Assist with Destiny Library and Textbook Manager system projects)	11/17/2014- 03/31/2015
157. Harrison, Eva	Blngl Inst Asst TAA NTE 10.5 hrs (Provide translation)	12/01/2014- 12/30/2014
158. Heesch, Jennifer	Presch Site Facilitator TAA NTE 37 hrs (Provide site facilitator work)	11/13/2014- 06/30/2015
159. Howard, Linda	Elem Library Media Tech TAA NTE 10 hrs (Assist with Destiny Library and Textbook Manager system projects)	11/17/2014- 03/31/2015
160. Larkin, Nancy	Infant/Toddler Child Care Provider TAA NTE 4 hpw (Provide child care)	11/19/2014- 06/30/2015
161. Mendoza, Rosa	Blngl Comm Svcs Liaison TAA NTE 4.5 hrs (Support translation at parent conferences)	11/18/2014- 11/19/2014
162. Molinari, Bryn	Inst Asst-Sp Ed TAA NTE 54 hrs (Attend overnight Outdoor Science Camp)	01/26/2015- 01/30/2015
163. Nava de Romero, Martha	Student Supvr TAA NTE 1.4 hpw (Supervise students)	09/09/2014- 06/18/2015
164. Roach, Rebecca	MS Library Media Tech TAA NTE 20 hrs (Assist with Destiny Library and Textbook Manager system projects)	11/17/2014- 03/31/2015
165. Rodriguez, John	Student Supvr TAA NTE 100 hrs (Supervise students)	09/09/2014- 06/18/2015
166. Sant, Brooke	Elem Library Media Tech TAA NTE 10 hrs (Assist with Destiny Library and Textbook Manager system projects)	11/17/2014- 03/31/2015
167. Weinert, Megan	Sub Student Supvr TAA NTE 100 hrs (Supervise students)	09/04/2014- 06/19/2015
168. Wilson, Susan	Inst Asst-Computer Lab TAA NTE 48 hrs (Provide before school intervention)	12/01/2014- 06/19/2015



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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
169. Wykoff, Patti	Student Supvr TAA NTE 1.5 hpw (Supervise students)	10/13/2014- 06/19/2015

**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED  
FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
170. Doyer, Danny	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	01/15/2015
171. Owens, Kurina	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	01/15/2015
172. Tedtaotao, Ofelia	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	10/14/2014

**APPROVE LEAVES OF ABSENCE**

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Date</u>
173. Atkinson, Jodie	Inst Asst-Sp Ed	Personal	01/05/2015- 06/26/2015
174. Goyzueta, Leslie	Inst Asst-Sp Ed	Personal	12/30/2014- 06/19/2015
175. Salimi, Layla	IF-Sp Ed Presch	Personal	01/05/2015- 06/19/2015
176. You, Siew Mei	IF-Sp Ed	Personal	01/04/2015- 01/04/2016

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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. Brown, Danielle	Substitute Teacher	Other Employment	02/28/2013	12/05/2014
2. Dowling, Susan	Substitute Teacher	Relocation	04/24/2014	12/15/2014
3. Grace, Traci	Substitute Teacher	Relocation	10/16/2012	12/16/2014
4. Johnson, Lauren	Substitute Teacher	District Initiated	03/28/2013	12/15/2014
5. Oldroyd, Cory	Substitute Teacher	District Initiated	10/10/2013	12/05/2014
6. Ontiveros Jr., Sergio	Substitute Teacher	District Initiated	09/12/2013	12/15/2014
7. Prado, Hilda	Substitute Teacher	District Initiated	03/27/2014	12/15/2014
8. Roberts, Nathan	Substitute Teacher	Voluntary	05/29/2014	12/12/2014
9. Woodworth, Joy	Substitute Teacher	District Initiated	10/10/2013	12/15/2014
10. Moliotis, Maria	Substitute Teacher	Voluntary	04/27/1998	11/30/2014
11. Oberman, Wendy	Substitute Teacher	Voluntary	01/07/2010	12/31/2014
12. Berneking, Brian	Substitute Teacher	District Initiated	12/12/2013	12/09/2014
13. Boelman, Scott	Teacher	Retirement	09/01/1987	09/03/2014
14. Yang, Monica	Substitute Teacher	Other Employment	12/13/2011	11/06/2014
15. Ward, Dustin	Teacher	Other Employment	08/28/2014	01/09/2015

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
16. Johnson, Cynthia	Teacher	\$53,911.	C-1	01/12/2015
17. Liceaga Reyes, Gabriela	Teacher	\$48,899.	A-1	01/15/2015
18. Mansfield, Chelsae	Teacher	\$48,899.	A-1	01/15/2015
19. Montgomery, Jerica	Speech Pathologist-60%	\$71,730.	SP-1	02/02/2015
20. Vidales, Mucio	Teacher-60%	\$48,899.	A-1	01/15/2015

**APPROVE HOME/HOSPITAL TEACHERS**

Pay @ \$35.00 per hour

21. Workman, Ken

**APPROVE SUBSTITUTE TEACHERS**

Pay @ \$90.00 per day

22. Allison, Brian

23. Austwick, Andrew

24. Brown, Britney

25. Bunyan, Eric

26. Casperson, Kathryn

27. Currier, Rick

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**APPROVE SUBSTITUTE TEACHERS (Cont'd)**

Pay @ \$90.00 per day

28. Eittreim, Mallory	39. Sawhney, Bharti
29. Enger, David	40. Schiefelbine, Sarah
30. Gagnon, Courtney	41. Sherman, Jennifer
31. Gonzalez, Elizabeth	42. Solis, Bertha
32. Kalenga, Tania	43. Stoney, Kellee
33. Lin, Sherry	44. Stratford, Jon
34. McDonald, Mary	45. Sultan, Seth
35. Merkel, Jennifer	46. Vargas, Ricardo
36. Neville, Rebecca	47. Walker, John
37. Perkowski, Chase	48. Warren, Roger
38. Pitzen, John	49. Yamshon, Adriana

**APPROVE EMPLOYMENT PENDING CLEARANCES**

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Earliest Effective Date</u>
50. Navarro, Monica	Teacher	\$48,899.	A-1	01/15/2015

**APPROVE 6/5<sup>th</sup> ASSIGNMENT 2<sup>nd</sup> SEMESTER**

Not to exceed \$19,800.00 for 6/5ths section

51. Choi, Yeon	52. Gaspar, Marguerite
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**APPROVE SPECIAL EDUCATION 6/5<sup>th</sup> ASSIGNMENT-FULL YEAR**

Not to exceed \$19,800.00 for 6/5ths section

53. Hayden, Carolyn
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**APPROVE ASSIGNMENT ADJUSTMENT**

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
54. Barba, Veronica	Teacher-100%	Teacher-60%	12/01/2014
55. Grantz, Christine	Teacher	ETAP I	09/02/2014- 06/22/2015
56. Marestaing, Marilyn	LOA Teacher	Teacher	02/02/2015

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**APPROVE ADDITIONAL ASSIGNMENTS**

To Attend Naviance Training – Multiple Sites

Not to exceed 1.5 hours non-instructional pay @ \$30.00 per hour  
11/04/2014

- |                       |                     |
|-----------------------|---------------------|
| 57. Abedi, Lora       | 64. Girard, Erin    |
| 58. Baker, Kent       | 65. Heidner, Norm   |
| 59. Chubb, Jon        | 66. Hernandez, Juan |
| 60. Cotton, Melissa   | 67. Lee, Christina  |
| 61. Cunningham, Craig | 68. Wooten, Jeremy  |
| 62. Gaspar, Lisa      | 69. Workman, Ken    |
| 63. Gellatly, David   |                     |

To Teach After School Lexia & Fast Math/Fraction Nation Class to ELD Students – Ambuehl Elem

Not to exceed 20 hours instructional pay @ \$35.00 per hour  
02/01/2015-06/19/2015

- |                       |                      |
|-----------------------|----------------------|
| 70. Bushell, Kimberly | 71. Chaddock, Laurie |
|-----------------------|----------------------|

After School Intervention for EL Students – Hankey K-8

Not to exceed 40 hours instructional pay @ \$35.00 per hour  
01/06/2015-05/28/2015

- |                        |                       |
|------------------------|-----------------------|
| 72. Cantacessi, Angela | 77. McLennan, Shelley |
| 73. Grantz, Chris      | 78. Peterson, Beth    |
| 74. Kissel, Heidi      | 79. Rumpf, Stacy      |
| 75. Lohmeier, Julie    | 80. Serafini, Kay     |
| 76. Long, Jeff         | 81. Winters, Randi    |

Professional Development Hours – Hidden Hills

Not to exceed 6 hours non-instructional pay @ \$30.00 per hour  
11/04/2014-06/30/2015

- |                     |                      |
|---------------------|----------------------|
| 82. Morrill, Leah   | 84. Sherlock, Andrea |
| 83. Radley, Kirstee |                      |

After School Intervention – Las Palmas Elem

Not to exceed 40 hours each instructional pay @ \$35.00 per hour  
01/05/2015-06/05/2015

- |                        |                      |
|------------------------|----------------------|
| 85. Becerra, Alejandra | 88. Cornejo, Eduardo |
| 86. Brannan, Andrea    | 89. Gomez, Martha    |
| 87. Campos, Hikda      | 90. Jiron, Laurel    |

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)**

After School Intervention – Las Palmas Elem (Cont'd)

Not to exceed 40 hours each instructional pay @ \$35.00 per hour  
01/05/2015-06/05/2015

- |                               |                                 |
|-------------------------------|---------------------------------|
| 91. Kopjak, Angelina          | 97. Ririe, Martha               |
| 92. Mendoza, Wendy            | 98. Romo Higley, Rosa           |
| 93. Mora, Sandra              | 99. Sandoval-Martinez, Angelica |
| 94. Morales, Star             | 100. Skelly, Barbara            |
| 95. Morrison-Lantz, Catherine | 101. Thompson, Nicole           |
| 96. Munoz, Veronica           |                                 |

Thinking Maps Training CCSS Standards – Moulton

Not to exceed 1 hour non-instructional pay @ \$30.00 per hour  
11/06/2014

102. Zeppa, Amy

Common Core Research Project for History Day – Vista Del Mar MS

Not to exceed 35 hours instructional pay @ \$35.00 per hour  
09/04/2014-04/30/2015

- |                    |                  |
|--------------------|------------------|
| 103. Dewees, Julia | 104. Hanley, Kim |
|--------------------|------------------|

Afterschool Tutorial/Academic Support for Students – Vista Del Mar MS

Not to exceed 24 hours instructional pay @ \$35.00 per hour  
12/08/2014-05/30/2015

- |                         |                      |
|-------------------------|----------------------|
| 105. Shults-Amon, Leesa | 106. Suttles, Andrea |
|-------------------------|----------------------|

To Prepare for Survivor Book Club – Vista Del Mar MS

Not to exceed 18 hours non-instructional pay @ \$30.00 per hour  
10/01/2014-06/19/2015

- |                       |                      |
|-----------------------|----------------------|
| 107. Dewees, Julia    | 110. Shepherd, Sam   |
| 108. Hanely, Kim      | 111. Stafford, Carol |
| 109. Porzuczek, Karin | 112. Velez, Lisa     |

BTSA Induction Program – BTSA/Personnel

Not to exceed 25 hours non-instructional pay @ \$30.00 per hour  
09/01/2014-06/30/2015

113. Reischl, Virginia

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)**

ELD Advisor – Education Services

Not to exceed 15.5 hours non-instructional pay @ \$30.00 per hour  
10/03/2013-06/26/2014

114. Calkins, Joan

To Conduct Science Needs at Serra – Education Division

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour  
10/29/2014-01/31/2015

115. Morgan, John

To Provide Additional Hours for Assessment & Instruction – Special Education

Not to exceed 20 hours instructional pay @ \$35.00 per hour  
10/15/2014-03/31/2015

116. Quinn, Cory

To Attend the CaMSP Science Trainings – Education Division

Not to exceed 38.5 hours non-instructional pay @ \$30.00 per hour  
07/28/2014-08/06/2014

117. Burke, Bridget

122. Passarelli, Kendra

118. Cortez, Jennifer

123. Sanabria, Sergio

119. Gonzales, Jenny

124. Sarigumba, Bernadette

120. Kaaz, Susan

125. VanHofwegan, Martyne

121. Miller, Margaret

Item Bank Work for Middle Schools – Education Division

Not to exceed 110 hours non-instructional pay @ \$30.00 per hour  
12/10/2014-06/30/2015

126. Bennett, Katie

133. O'Leary, Darla

127. Chamberlain, David

134. Schreiman, Courtney

128. Dewees, Julia

135. Simpson, Lori

129. Evans, Laura

136. Votava, Christine

130. Glasen, Nina

137. Waizinger, Lisa

131. Hanley, Kim

138. Wiseman, Holly

132. Little, Kellie

To Prepare & Teach a Writing Academy Workshop – Education Division

Not to exceed 6 hours non-instructional pay @ \$30.00 per hour  
01/01/2015-06/29/2015

139. Biggs, Paul

143. Klasna, Tara

140. Coghill, Molly

144. Reischl, Virginia

141. Frome, Lori

145. Tatala, Jen

142. Jobst, Shelly

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)**

To Provide Site Training, Coaching & Support for CCSS Implementation – Education Division  
Not to exceed 21 hours non-instructional pay @ \$30.00 per hour  
10/13/2014-06/22/2015

146. Cusey, Lynn

To Provide Assessment & Related Report Writing for Canyon Vista Elementary – Special Education  
Not to exceed 30 hours @ the hourly per diem rate of \$58.25 per hour  
12/01/2014-02/15/2015

147. Liquori, Aimee

**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
148. Ahlberg, Mark	Basketball, Girls' Varsity (Head)	Capistrano Valley HS	\$ 3,521.00	11/24/2014- 02/13/2015
149. Barnett, Keith	Basketball, Boys' Varsity (Head)	Aliso Niguel HS	\$ 3,521.00	11/10/2014- 02/07/2015
150. Bordner, Richard	Wrestling, Varsity (Head)	Capistrano Valley HS	\$ 3,301.00	11/24/2014- 02/13/2015
151. Colwell, Greg	Wrestling, Varsity (Head)	Aliso Niguel HS	\$ 3,301.00	11/17/2014- 01/24/2015
152. Degen, Marc	Surf, Varsity (Head)	Dana Hills HS	\$ 3,301.00	09/04/2014- 11/08/2014
153. Finnerty, Stacey	Soccer, Girls' Varsity (Head)	San Clemente HS	\$ 3,301.00	11/10/2014- 02/13/2015
154. Gustafson, Ryan	Lacrosse, Girls' Varsity (Head)	Capistrano Valley HS	\$ 3,301.00	12/01/2014- 01/31/2015
155. Higginson, Patrick	Water Polo, Girls' Varsity (Head)	Capistrano Valley HS	\$ 3,301.00	11/24/2014- 02/13/2015
156. Loh, Nicole	Lead Teacher, Mandarin Program	Bergeson Elem	\$ 2,000.00	09/04/2014- 06/19/2015
157. Lynch, Erick	Water Polo, Girls' Varsity (Head)	Aliso Niguel HS	\$ 3,301.00	11/11/2014- 02/05/2015
158. Moore, Farrel	Soccer, Girls' Varsity (Head)	San Jan Hills HS	\$ 3,301.00	11/24/2014- 02/13/2015
159. Mulligan, Brian	Basketball, Boys' Varsity (Head)	Capistrano Valley HS	\$ 3,521.00	11/24/2014- 02/13/2015
160. Parker, Marc	Water Polo, Girls' Varsity (Asst)	San Clemente HS	\$ 2,641.00	11/10/2014- 02/13/2015

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**APPROVE CO-CURRICULAR ASSIGNMENTS (Cont'd)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
161. Riach, Tom	Basketball, Girls' Varsity (Asst)	Aliso Niguel HS	\$ 3,081.00	11/10/2014- 02/15/2015
	Basketball, Boys' Varsity (Asst)		\$ 3,081.00	
162. Schepens, Scott	Wrestling, Varsity (Asst)	Capistrano Valley HS	\$ 2,641.00	11/24/2014- 02/03/2015
163. Sorrell, Jason	Soccer, Boys' Varsity (Head)	Capistrano Valley HS	\$ 3,301.00	11/24/2014- 02/13/2015
164. Yancey, Steve	Swim, Boys' Varsity (Head)	Capistrano Valley HS	\$ 3,301.00	12/01/2014- 01/31/2015
	Swim, Boys' (Asst)		\$ 2,200.00	

**APPROVE CIF CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
165. Bucher, Ernst	Football, Varsity (Head)	Capistrano Valley HS	\$ 330.10	11/08/2014
166. Clark, Brian	Football, Varsity (Asst)	Capistrano Valley HS	\$ 352.10	11/08/2014
167. Compean, Laura	Pep Squad	San Clemente HS	\$ 264.10	11/08/2014
168. Proodian, Dave	Cross Country, Girls' Varsity (Head)	San Clemente HS	\$ 165.05	11/22/2014
169. Ricci, David	Football, Varsity (Asst)	Capistrano Valley HS	\$ 352.10	11/08/2014
170. Sayles, Melisa	Cross Country, Girls' Varsity (Head)	Capistrano Valley HS	\$ 330.10	11/08/2014
171. Soto, Tony	Band, Marching	San Clemente HS	\$ 396.10	11/08/2014
172. Tribe, Joshua	Football, Varsity (Asst)	Capistrano Valley HS	\$ 352.10	11/08/2014
173. Yancey, Steven	Water Polo, Boys' Varsity (Head)	Capistrano Valley HS	\$ 330.10	11/08/2014



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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
174. Butler, Peter	Volleyball, Girls' Varsity (Head)	Aliso Niguel HS	\$ 3,300.00	12/01/2014- 02/13/2015
175. Efstathiou, Jason	Basketball, (Asst)	Aliso Niguel HS	\$ 2,500.00	11/10/2014- 02/07/2015
176. Herbold, Keith	Basketball, Boys' Frosh/Soph (Head)	San Juan Hill HS	\$ 2,800.00	11/24/2014- 02/13/2015
177. Hurlbut, Michael	Golf, Girls' Varsity (Head)	San Clemente HS	\$ 2,000.00	11/18/2014- 02/12/2015
178. Lynch, Erick	Water Polo, Girls' JV (Head)	Aliso Niguel HS	\$ 2,600.00	11/11/2014- 02/05/2015
179. Nguyen, Dang	Basketball, Girls' (Asst)	San Clemente HS	\$ 2,000.00	11/10/2014- 02/13/2015
180. Parker, Marina	Water Polo, Girls' (Asst)	Aliso Niguel HS	\$ 2,600.00	11/11/2014- 02/05/2015
181. Puffer, Jon	Water Polo, Girls' Frosh/Soph (Head)	Aliso Niguel HS	\$ 2,600.00	11/11/2014- 02/05/2015
182. Rose, Erin	Link Crew Orientation Program	Aliso Niguel HS	\$ 750.00	08/01/2014- 09/05/2014

**APPROVE LEAVES OF ABSENCE**

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
183. Ericson, Elizabeth	Child Care	12/13/2014- 06/22/2015
184. Tambone, Brianne	Maternity	04/13/2015- 06/19/2015
185. Tatala, Jennifer	Child Care	03/19/2015- 05/25/2015
186. Wondra, Tiffany	Maternity	01/26/2015- 03/25/2015