

CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Road
San Juan Capistrano, CA 92675
BOARD OF TRUSTEES
Regular Meeting

September 23, 2015

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

AGENDA

CLOSED SESSION AT 5:30 P.M.

1. CALL TO ORDER

2. CLOSED SESSION COMMENTS

3. CLOSED SESSION (as authorized by law)

A. CONFERENCE WITH LEGAL COUNSEL– ANTICIPATED LITIGATION

Attorney Daniel K. Spradlin
Significant Exposure to Litigation – One Case
(Pursuant to Government Code §54956.9{d}{2})

B. CONFERENCE WITH LABOR NEGOTIATORS

Kirsten M. Vital/Leona Olson/Clark Hampton
Employee Organization:
1) Capistrano Unified Education Association (CUEA)
2) California School Employees Association (CSEA)
(Pursuant to Government Code §54957.6)

C. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

(Pursuant to Government Code §54957)

D. PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT

- 1. Coordinator, Visual and Performing Arts
 - 2. High School Assistant Principal
 - 3. Middle School Assistant Principal
- (Pursuant to Government Code §54957)*

EXHIBIT D1-D3

President Hatton-Hodson will be participating via remote teleconferencing from:
11345 Conestoga Drive Grass Valley, California 95949

PUBLIC HEARING:

Agenda Item #1 Resolution No. 1516-22, Convey an Easement to the Moulton Niguel Water District for Purposes of Constructing and Operating Certain Water, Reclaimed Water, and Sewer Facilities at Aliso Viejo Transportation Facility

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.

CALL TO ORDER – ROLL CALL

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

REPORT ON CLOSED SESSION ACTION

SPECIAL RECOGNITIONS

Lindsey Pellow – Newhart M.S. Pal Teacher

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

PUBLIC HEARING

1. **PUBLIC HEARING: RESOLUTION NO. 1516-22, CONVEY AN EASEMENT TO THE MOULTON NIGUEL WATER DISTRICT FOR PURPOSES OF CONSTRUCTING AND OPERATING CERTAIN WATER, RECLAIMED WATER, AND SEWER FACILITIES AT ALISO VIEJO TRANSPORTATION FACILITY:** INFORMATION/
DISCUSSION

The Board will conduct a public hearing on adopting Resolution No. 1516-22, to convey an easement to the Moulton Niguel Water District for purposes of constructing and operating certain water, reclaimed water, and sewer facilities at Aliso Viejo Transportation Facility, 2B Liberty, Aliso Viejo, California. Supporting documentation information is located in Exhibit 2.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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

Staff Recommendation

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

2. **RESOLUTION NO. 1516-22, CONVEY AN EASEMENT TO THE MOULTON NIGUEL WATER DISTRICT FOR PURPOSES OF CONSTRUCTING AND OPERATING CERTAIN WATER, RECLAIMED WATER, AND SEWER FACILITIES AT ALISO VIEJO TRANSPORTATION FACILITY:** DISCUSSION/
ACTION
Page 1
EXHIBIT 2

Approval To Convey an Easement to the Moulton Niguel Water District for Purposes of Constructing and Operating Certain Water, Reclaimed Water, and Sewer Facilities at Aliso Viejo Transportation Facility. The Moulton Niguel Water District (MNWD) currently possesses a 20-foot wide easement over certain District property, as necessary to provide water and sewer services to the District's Aliso Viejo transportation facility. The easement crosses over portions of both the District's existing property, and the 2C Liberty Property formerly owned by the District and sold to Aliso Viejo 621 (Foundation for Affordable Housing). Now, in order to connect water and sewer facilities for new development occurring on the 2C Liberty property, MNWD requires an additional, smaller easement, to connect the new facilities to those

within the existing easement. The new easement would essentially serve as an extension to the existing easement, and allow MNWD to provide water and sewer services to both the District and the 2C Liberty property. Pursuant to Education Code §17556 *et. seq.*, the Board, at its September 9, 2015 meeting, adopted Resolution No. 1516-19 indicating its intention to convey the New MNWD Easement and calling a noticed “Public Hearing” to address the issue of whether the District should convey the New MNWD Easement to Resolution No. 1516-22, Resolution to Convey an Easement to the Moulton Niguel Water District (MNWD) (Resolution of Intent). The Resolution of Intent established that the Public Hearing would be held during the Board’s September 23, 2015, meeting and directed the Superintendent or Superintendent’s designee, to provide notice of the Public Hearing as required by Education Code §17558. The District complied with the notice requirements by posting three copies of the Resolution of Intent, signed by a majority of the Board members, in three public places by September 13, 2015 (ten days before the Public Hearing), and by publishing notice of the Public Hearing in *Orange County Register* by September 18, 2015 (five days before the Public Hearing). The Board will now hold the Public Hearing. The Board, having both adopted its Resolution of Intent, as required by Education Code §17557, and held a public hearing on whether to convey the New MNWD Easement as required by Education Code §17558, may then consider whether to convey the New MNWD Easement to MNWD, unless the Board receives a petition signed by at least ten percent of the qualified voters within the District (Protest Petition) objecting to the proposed conveyance. Absent receipt of a Protest Petition, the Board may consider the adoption of Resolution No. 1516-22 authorizing the conveyance of the New MNWD Easement to MNWD, pursuant to Education Code §17559. If a Protest Petition is received, then the Board must postpone any decision on whether to convey the New MNWD Easement and first submit the question of whether to convey the Easement to the Orange County Superintendent of Schools. If the Superintendent of Schools approves of the Easement, then the Board may consider approval of the conveyance. If the Superintendent of Schools disapproves of the Easement, its decision is final and the District may not convey the Easement. This Resolution to Convey the New MNWD Easement must be approved by a vote of at least two-thirds of all the members of the Board.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1516-22, Convey an Easement to the Moulton Niguel Water District for Purposes of Constructing and Operating Certain Water, Reclaimed Water, and Sewer Facilities at Aliso Viejo Transportation Facility.

Motion by _____ Seconded by _____

ROLL CALL:

Trustee Alpay	_____	Trustee McNicholas	_____
Trustee Hanacek	_____	Trustee Pritchard	_____
Trustee Jones	_____	Trustee Reardon	_____
		Trustee Hatton-Hodson	_____

DISCUSSION/ACTION ITEMS

3. **RE-ENGAGEMENT OF THE COMMUNITY FOR THE 2016-2017 SCHOOL CALENDAR:** DISCUSSION/
ACTION
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EXHIBIT 3

The Board of Trustees will give direction to re-engage the community for the 2016-2017 School calendar and direct staff to bring back options to vote on by the December 2015 Board meeting. Staff requests that the Board provide direction on their calendar values and the rationale staff should consider in the calendar engagement process.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

Contact: Michelle Benham, Principal

Staff Recommendation

It is recommended the Board President recognize Principal Michelle Benham, to provide information on this item.

Following discussion, it is recommended that the Board of Trustees give direction to staff to either continue the current 2016-2017 adopted School Calendar or provide specific information to amend this decision and direct staff to submit calendar options back to the Board by December, 2015.

Motion by _____ Seconded by _____

ROLL CALL:

Trustee Alpay	_____	Trustee McNicholas	_____
Trustee Hanacek	_____	Trustee Pritchard	_____
Trustee Jones	_____	Trustee Reardon	_____
		Trustee Hatton-Hodson	_____

4. **STAFF RECOMMENDATIONS FOR NEGOTIATING A LONG-TERM FACILITY LEASE WITH COMMUNITY ROOTS ACADEMY:** DISCUSSION/
ACTION
Page 13
EXHIBIT 4

The purpose of this agenda item is to provide the Board of Trustees additional information as directed at the September 9, 2015 meeting. The Board directed staff to continue exploring Crown Valley Elementary School as a potential site for a negotiated long-term lease with Community Roots Academy. Furthermore, the Board directed staff to also conduct an analysis of Wood Canyon Elementary School as a potential site. As a result, staff has conducted engagement with the Wood Canyon community and developed beginning transition plans for both Crown Valley and Wood Canyon Elementary Schools.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

Contact: Susan Holliday, Interim Assistant Superintendent, Education Services

Staff Recommendation

It is recommended the Board President recognize Susan Holliday, Interim Assistant Superintendent, Education Services, to present information on this item.

The purpose of this Following discussion, it is recommended the Board of Trustees move the staff recommendation for Crown Valley Elementary School as the site to negotiate a long-term facility lease with Community Roots Academy.

Motion by _____ Seconded by _____

ROLL CALL:

Trustee Alpay	_____	Trustee McNicholas	_____
Trustee Hanacek	_____	Trustee Pritchard	_____
Trustee Jones	_____	Trustee Reardon	_____
		Trustee Hatton-Hodson	_____

5. DISCUSSION REGARDING UPCOMING WIGS:

At the June 10, 2015 Board meeting, the Board of Trustees discussed and adopted the District’s new vision, mission, and Wildly Important Goals. At the Board meeting on September 23, 2015, staff will be presenting proposed WIGs under the Facilities WIG. Board WIG Facilities - Optimize learning environments by engaging stakeholders to create safe, warm, dry, clean, cool, healthy, and functional facilities for all students. On October 14, 2015, staff will present the proposed District WIGs for Communications. Board WIG Communications - Increase community outreach by actively engaging students, parents, employees, and community members with Districtwide and community-specific decisions. And on October 28, 2015, staff will present the proposed District WIGs for Teaching and Learning. Board WIG - Teaching and Learning engage students in a meaningful, challenging, and innovative educational experience resulting in increased post-secondary options for all students. In addition, District staff is in the process of aligning all District plans, management evaluations, and site and department work plans to our WIGs. All WIGs will be finalized for Board of Trustees approval at the November 11, 2015 Board meeting.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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.

6. TECHNOLOGY PLAN 2015-2018:

This presentation will provide the Trustees with an overview of the District Technology Plan for 2015-2018. Staff will present the process, stakeholders, and goals of the plan for the next three school years.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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

Staff Recommendation

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

INFORMATION/
DISCUSSION
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EXHIBIT 5

INFORMATION/
DISCUSSION
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EXHIBIT 6

7. RESIDENCY VERIFICATION UPDATE:

DISCUSSION/
ACTION
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EXHIBIT 7

Last spring, the District implemented a Residency Verification Program at the impacted Ladera Ranch Schools. The process began by requesting proof of residency. The District followed up on suspicious or incomplete documentation. Concurrently, a Fraudulent Address Reporting System was implemented. The District contracted with a private investigator to conduct home visits. Staff recommends continuing the address verification and investigation program in Ladera Ranch. Staff also proposes implementation of a District residency verification form. The recommendation is to pilot the form at additional impacted sites per Board direction.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Susan Holliday, Interim Assistant Superintendent, Education Services

Staff Recommendation

It is recommended the Board President recognize Susan Holliday, Interim Assistant Superintendent, Education Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve the Residency Verification Form.

Motion by _____ Seconded by _____

ROLL CALL:

Trustee Alpay	_____	Trustee McNicholas	_____
Trustee Hanacek	_____	Trustee Pritchard	_____
Trustee Jones	_____	Trustee Reardon	_____
		Trustee Hatton-Hodson	_____

8. GRAND JURY REPORTS AND DISTRICT RESPONSES:

INFORMATION/
DISCUSSION
Page 87
EXHIBIT 8

This presentation will provide the Trustees with a summary of two recent Grand Jury Reports titled Joint Powers Authorities: Issues of Viability, Control, Transparency and Solvency and Mello-Roos: Perpetual Debt Accumulation and Tax Assessment Obligation, and responses to the Orange County Grand Jury prepared by District staff.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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.

9. FIRST READING – BOARD POLICY 2400, WHISTLEBLOWING AND REPORTS OF SUSPECTED WRONGDOING:

INFORMATION/
DISCUSSION
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EXHIBIT 9

At the Board of Trustees’ request, staff was directed to create a Whistleblower Board Policy to clarify a process for District employees and others to report suspected unlawful and other improper conduct. *Board Policy 2400, Whistleblowing and Reports of Suspected Wrongdoing* is created to provide the District, the Board, employees, and others clear avenues to report suspected unlawful and other improper conduct without the fear of retaliation as well as define the processes used to investigate such reports.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-

specific decisions.

Contact: Leona Olson, Assistant Superintendent, Personnel Services

Staff Recommendation

It is recommended the Board President recognize Leona Olson, Assistant Superintendent, Personnel 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.

10. FIRST READING – REVISIONS TO BOARD POLICY 5162(a), ADMINISTERING MEDICATION:

As amended by SB 1266 (Ch. 321, Statutes of 2014), Education Code § 49414 requires districts to provide epinephrine auto-injectors to school nurses or other employees who volunteer and receive training, which they may use to provide emergency medical aid to persons suffering, or reasonably believed to be suffering from, an anaphylactic reaction. SB 1266 deleted the requirement to develop a district plan related to the use of epinephrine auto-injectors.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Susan Holliday, Interim Assistant Superintendent, Education Services

Staff Recommendation

It is recommended the Board President recognize Susan Holliday, Interim Assistant Superintendent, Education Services, who will present the revision to BP5162(a), *Administering Medication* and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

11. THIRD READING – REVISIONS TO BOARD POLICY 1330, USE OF FACILITIES:

As changes occur in Education Code or precedent-setting lawsuits, it becomes necessary to update policies. Revised Board Policy 1330, *Use of School Facilities*, is to provide the District, the Board, and employees with up-to-date information to ensure the District meets legal provisions surrounding the use of District facilities. Additional revisions requested by Trustees during the second reading of this item have been made. There is no financial impact. Changes are underlined; deletions are struck through.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the Third Reading Revisions to Board Policy 1330, *Use of Facilities*.

Motion by _____ Seconded by _____

ROLL CALL:

Trustee Alpay	_____	Trustee McNicholas	_____
Trustee Hanacek	_____	Trustee Pritchard	_____
Trustee Jones	_____	Trustee Reardon	_____
		Trustee Hatton-Hodson	_____

INFORMATION/
DISCUSSION
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EXHIBIT 10

DISCUSSION/
ACTION
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EXHIBIT 11

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

12. SCHOOL BOARD MINUTES:

Approval of the minutes of the August 12, 2015, regular Board meeting.

Contact: Teresa Teichman, Manager, Board Office Operations

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EXHIBIT 12

CURRICULUM & INSTRUCTION

13. EXTENDED-SCHOOL-YEAR PROPOSAL FOR 2016:

Approval of the proposed 2016 Extended-School-Year (ESY) program. California Code of Regulations §3043, Title 5, establishes that ESY services shall be provided for each individual with exceptional needs who requires special education and related services beyond the regular academic year. A student is eligible for ESY if it is determined by the Individualized Education Program team that interruption of the pupil's educational programming may cause regression, when coupled with limited recoupment capacity, rendering it impossible or unlikely the pupil will attain the level of self-sufficiency and independence that would otherwise be expected in view of his or her disability. For 2016, staff is recommending a 19-day program from June 20, 2016 through July 15, 2016 for ESY students. The proposed ESY classes will be offered at three elementary schools, one middle school, one high school, and one adult transition center, and will serve approximately 850 students. The total cost of the special education ESY program is approximately \$1,600,000.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Mark Miller, Assistant Superintendent, SELPA and Special Education Operations

14. FIELD EXPERIENCE/STUDENT TEACHING AGREEMENT – UNIVERSITY OF SOUTHERN CALIFORNIA:

Approval of unpaid field experience/student teaching agreement with University of Southern California for placement of teaching candidates. During the school year, master educators are selected to work with teaching candidates to fulfill the fieldwork/student teaching requirements at various institutes of higher education. Fieldwork/ student teaching experience is necessary to earn a teaching credential.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Susan Holliday, Interim Assistant Superintendent, Education Services

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EXHIBIT 14

BUSINESS & SUPPORT SERVICES

15. PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD – APPROVED BIDS AND CONTRACTS:

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 \$8,277,734.36 and the commercial

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EXHIBIT 15

warrants total \$9,936,181.29. Attachment 3 is a list of previously Board-approved bids and contracts to assist in the review of the purchase orders and commercial warrant listings. Attachment 4 is a list of previously Board-approved vendor warrants exceeding \$250,000.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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

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

Page 208
EXHIBIT 16

Approval of the District standardized Independent Contractor, Professional Services, Master Contract, and Field Service Agreements. Due to state budget cuts to schools over the last several years, staff requests contractors to reduce their fees for services by ten percent. The expenditures related to the listed agreements were previously authorized as part of the District’s budget approval process. The exhibit shows one new agreement totaling \$795, five ratifications of new agreements totaling \$810,473, five extension ratifications to existing agreements totaling \$125,000, and three amendment ratifications to existing agreements totaling \$150,000. Due to the size of the contract documents, the General Conditions for each type of agreement are posted online on the District’s Board Agendas and Supporting Documentation page.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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

17. DONATION OF FUNDS AND EQUIPMENT:

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EXHIBIT 17

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$125,638.69 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 WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

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

18. RESOLUTION NO. 1516-20, DECLARING AN INTENTION TO CONSIDER THE CONVEYANCE OF AN EASEMENT TO THE CITY OF SAN CLEMENTE:

Page 286
EXHIBIT 18

Approval of Resolution No. 1516-20, Declaring an intention to consider the conveyance of an easement to the City of San Clemente. The City of San Clemente’s (City) Verde Park is an approximately 3-acre park site that includes a tennis court, playground equipment, picnic benches, sidewalks, parking area, and a large turf area. San Clemente High School Upper campus is located on the west side adjacent to Verde Park. In April 2014, the City of San Clemente hired an arborist to conduct an arboricultural assessment of the Verde Park trees. During the evaluation, it was discovered a portion of Verde Park was constructed on District property. The Board of Trustees is considering granting an easement to the City on a portion of the property owned by the District located at 189 Avenida La Cuesta, San Clemente, CA 92672 and 700 Avenida Pico, San Clemente, CA 92673 pursuant to Education Code §17556 *et seq.* in order for the City to install and maintain landscaping, hardscaping, vegetation, irrigation, and related improvements consistent with use as a public park.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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

19. ESENCIA K-8 SCHOOL SITE MASTER PLAN AND THE PAVILION JOINT USE MULTIPURPOSE BUILDING PLANS: Page 292
EXHIBIT 19

Approval of the Esencia K-8 School Site Master Plan and The Pavilion Joint Use Multipurpose Building (MPR) Plans. Board approval of the master site plan for the Esencia K-8 School; and The Pavilion MPR site plan, floor plan, and renderings per the School Facilities Funding Agreement executed August 2013.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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

20. MEMORANDUM OF UNDERSTANDING BETWEEN THE DISTRICT, RANCHO MISSION VIEJO COMMUNITY DEVELOPMENT, LLC, AND RANCHO MISSION VIEJO PA2 DEVELOPMENT, LLC: Page 314
EXHIBIT 20

Approval of the Memorandum of Understanding (MOU) between the District, Rancho Mission Viejo Community Development, LLC (RMV), and Rancho Mission Viejo PA2 Development, LLC for Esencia K-8 School. The MOU outlines, and makes clear for all parties, how the Esencia K-8 School will be funded for construction if a state bond is not passed in the November 2016 general election.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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

21. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION:

Approval of special education Informal Dispute Resolution Case #061115. Due to the confidential nature of this Agreement, supporting information is provided to Trustees under separate cover. Expenditures under this Agreement are limited to \$37,430, funded by special education funds.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Mark Miller, Assistant Superintendent, SELPA and Special Education Operations

22. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTIONS:

Approval of the ratification of special education Informal Dispute Resolution Case #050415, Informal Dispute Resolution Case #060715, Informal Dispute Resolution Case #071115, Informal Dispute Resolution Case #071215, Informal Dispute Resolution Case #082415, and Informal Dispute Resolution Case #082615. Due to the confidential nature of the Agreements, supporting information is provided to Trustees under separate cover. Expenditures under these Agreements are limited to \$8,000, funded by special education funds.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Mark Miller, Assistant Superintendent, SELPA and Special Education Operations

23. STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULE CONTRACT NO. 4-14-58-0074A, GENERAL SERVICES ADMINISTRATION SCHEDULE NO. GS-03F-0032T, NON INFORMATION TECHNOLOGY GOODS, DIGITAL NETWORKS GROUP, INCORPORATED:

Approval to utilize the State of California Multiple Award Schedule Contract No. 4-14-58-007A, General Services Administration schedule GS-03F-0032T, for the purchase of Non Information Technology Goods, from Digital Networks Group, Incorporated, as needed, under the same terms and conditions of the public agency's

contract. This contract provides set pricing for Non Information Technology Goods, as needed, throughout the District. Anticipated annual expenditures utilizing this contract are approximately \$250,000 funded through various sources, including, but not limited to, gift funds, site funds, grants, and general funds. School boards have the authority to “piggyback” on another public agency’s bid, per Public Contract Code §20118, when it is in the best interest of a district. It is often advantageous to utilize piggyback bids when contract items are identical to the District’s specifications. Using piggyback contracts save time and often provide lower prices than a single jurisdiction would be able to obtain. Due to the size of the contract and award, the documentation will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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

- 24. FINAL ACCEPTANCE AND FILING OF NOTICE OF COMPLETION FOR BID NO. 1415-18, EXTERIOR PAINT AT PALISADES ELEMENTARY SCHOOL – TONY PAINTING, INCORPORATED:** Page 328
EXHIBIT 24
Approval of the Final Acceptance and filing of the Notice of Completion for Bid No.1415-18, Exterior Paint at Palisades Elementary School. All work has been inspected and completed to the satisfaction of staff. Funded by Deferred Maintenance.
CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
- 25. FINAL ACCEPTANCE AND FILING OF NOTICE OF COMPLETION FOR BID NO 1415-19, LAS FLORES ELEMENTARY SCHOOL NEW PORTABLE RESTROOM BUILDING AND ASSOCIATED SITE WORK – GEORGE A. DOMINGUEZ dba G.A. DOMINGUEZ:** Page 330
EXHIBIT 25
Approval of the Final Acceptance and filing of the Notice of Completion for Bid No. 1415-19, Las Flores Elementary School New Portable Restroom Building and Associated Site Work. In order to obtain Division of State Architect closeout with certification, Notice of Completion is required. All work has been inspected and completed to the satisfaction of staff. Funded by Community Facilities District (CFD) 92-1 Las Flores.
CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
- 26. FINAL ACCEPTANCE AND FILING OF NOTICE OF COMPLETION FOR BID NO. 1415-20, DANA HILLS HIGH SCHOOL NEW PORTABLE WRESTLING ROOM BUILDING, NEW PORTABLE RESTROOM BUILDING, AND ASSOCIATED SITE WORK – R. JENSEN COMPANY, INCORPORATED:** Page 332
EXHIBIT 26
Approval of the Final Acceptance and filing of the Notice of Completion for Bid No. 1415-20, Dana Hills High School New Portable Wrestling Room Building, New Portable Restroom Building, and Associated Site Work. In order to obtain Division of State Architect closeout with certification, Notice of Completion is required. All work has been inspected and completed to the satisfaction of staff. Funded by Fund 25, Developer Fees and School Facility Improvement (SFID) funds.
CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
- 27. FINAL ACCEPTANCE AND FILING OF NOTICE OF COMPLETION FOR BID NO. 1415-21, OXFORD PREPARATORY ACADEMY NEW PORTABLE RESTROOM BUILDING AND ASSOCIATED SITE WORK – GEORGE A. DOMINGUEZ dba G.A. DOMINGUEZ:** Page 334
EXHIBIT 27

Approval of the Final Acceptance and filing of the Notice of Completion for Bid No. 1415-21, Oxford Preparatory Academy New Portable Restroom Building and Associated Site Work. In order to obtain Division of State Architect closeout with certification, Notice of Completion is required. All work has been inspected and completed to the satisfaction of staff. Funded by Fund 25, Developer Fees.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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

28. INCOME AGREEMENT NO. 42018 - ORANGE COUNTY SUPERINTENDENT OF SCHOOLS: Page 336
EXHIBIT 28

Approval of Income Agreement No. 42018 with Orange County Superintendent of Schools to provide the services of Jane Vogel for functional vision assessments and consultations for District students. The contractor will provide services at the rates indicated in the Agreement. The term of this Agreement is July 1, 2015 through June 30, 2016. Annual expenditures under this contract are limited to \$5,000, paid by special education funds.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

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

29. INCOME AGREEMENT NO. 42073 - ORANGE COUNTY SUPERINTENDENT OF SCHOOLS: Page 342
EXHIBIT 29

Approval of Income Agreement No. 42073 with Orange County Superintendent of Schools to provide the services of Hope Therapies for speech and language services, including assessments and consultations for District students. The contractor will provide services at the rates indicated in the Agreement. The term of this Agreement is July 1, 2015 through June 30, 2016. Annual expenditures under this contract are limited to \$10,000, paid by special education funds.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

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

30. INCOME AGREEMENT NO. 42078 - ORANGE COUNTY SUPERINTENDENT OF SCHOOLS: Page 348
EXHIBIT 30

Approval of Income Agreement No. 42078 with Orange County Superintendent of Schools to provide Leadership Development training for administrative coaching services to District administrators, specifically provided by the Institute for Leadership Development. Contractor will provide services at the rates indicated in the Agreement. The term of this Agreement is July 1, 2015 through June 30, 2016. Annual expenditures under this contract are estimated to be \$20,000, paid by the general fund.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

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

31. LICENSING AGREEMENT WITH DOCUMENT TRACKING SERVICES: Page 354
EXHIBIT 31

Approval of the Licensing Agreement with Document Tracking Services to provide a license to use a proprietary web-based application to create, edit, update, print, and track the 2015 School Accountability Report Card, the 2015 Single Plan for Student Achievement, translation service for Spanish school Accountability Report, and other documents as needed by the District. The contractor will provide services at the rates indicated in the Agreement. The term of this agreement is October 1, 2015 through September 30, 2016. Annual expenditures under this contract are estimated to be \$13,740, paid by the general fund.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful,

challenging, and innovative educational experiences to increase post-secondary options for all students.

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

PERSONNEL SERVICES

32. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED

Page 358
EXHIBIT 32

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 WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Leona Olson, Assistant Superintendent, Personnel Services

33. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED

Page 360
EXHIBIT 33

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 WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Leona Olson, Assistant Superintendent, Personnel Services

Motion by _____ Seconded by _____

ROLL CALL:

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, OCTOBER 14, 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

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

RESOLUTION NO. 1516-22

CONVEY AN EASEMENT TO THE MOULTON NIGUEL WATER DISTRICT FOR PURPOSES OF CONSTRUCTING AND OPERATING CERTAIN WATER, RECLAIMED WATER, AND SEWER FACILITIES AT ALISO VIEJO TRANSPORTATION FACILITY

WHEREAS, the Moulton Niguel Water District (MNWD) requires an easement from the Capistrano Unified School District (District) for purposes of connecting existing water, reclaimed water, and sewer facilities (Existing Water Facilities) to development at 2C Liberty in the City of Aliso Viejo, California (2C Liberty); and

WHEREAS, the District owns certain real property located at or about 2B Liberty in the City of Aliso Viejo, identified as Orange County Assessor Parcel No. 632-133-03 (District Property); and

WHEREAS, MNWD already maintains an existing 20 foot wide easement over a portion of both the 2C Liberty and District Property (Existing Easement), for purposes of providing water and sewer service to the District Property; and

WHEREAS, the Existing Easement houses the Existing Water Facilities, to which development on 2C Liberty must now connect; and

WHEREAS, MNWD now requires an easement from the District to permit the physical connection of new water and sewer facilities constructed as part of the 2C Liberty development to the Existing Water Facilities; and

WHEREAS, the easement sought by MNWD is attached hereto as Exhibit 1, and is incorporated herein by this reference (New MNWD Easement); and

WHEREAS, the specific location of the New MNWD Easement is described in exhibits A and B to Exhibit 1; and

WHEREAS, the New MNWD Easement is located in an area that will not interfere with the District's operation of its transportation facilities on the District Property, or otherwise negatively impact school operation; and

WHEREAS, Education Code §17556 *et seq.* provides the authority for the District to convey easements after first adopting a resolution declaring such an intent and holding a public hearing to consider such a conveyance; and

WHEREAS, pursuant to Education Code §17557, the District's Board of Trustees (Board) adopted Resolution No. 1516-19 (Resolution of Intent) on September 9, 2015, establishing September 23, 2015, at 7:00 p.m., or as soon thereafter as reasonably possible, as the time for the Board to conduct a public hearing at its regular meeting to be held at the District Board Room, located at 33122 Valle Road, San Juan Capistrano, California 92675, to receive public comments with respect to the proposed conveyance of the New MNWD Easement to MNWD; and

EXHIBIT 2

Page 1 of 10

WHEREAS, the District provided notice of the public hearing, as required by Education Code §17558, by posting a copy of the Resolution of Intent in three public places within the District no later than September 13, 2015, and publishing notice of the hearing in the *Orange County Register* no later than September 18, 2015; and

WHEREAS, the Board conducted a public hearing on September 23, 2015, and considered all comments received, if any; and

WHEREAS, as authorized by Education Code §17559, the Board may now consider and adopt a resolution to authorize the conveyance of the proposed New MNWD Easement to MNWD, unless the Board receives a written protest signed by at least 10 percent of the qualified electors within the District; and

WHEREAS, the Board has not received a petition, signed by any qualified electors objecting to the conveyance of the New MNWD Easement; and

WHEREAS, the Board desires to convey the New MNWD Easement to MNWD in a manner substantially similar to that set forth in Exhibit 1, subject to the terms and conditions set forth therein.

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

Section 1. The above recitals are true and correct.

Section 2. At the public hearing held in accordance with Education Code §§17557 and 17559, the Board provided an opportunity for public comment on the question of whether the District should convey the New MNWD Easement, and the Board has considered any and all comments made or received at such time.

Section 3. The Board hereby authorizes the conveyance of the New MNWD Easement to MNWD, in the manner and form set forth in Exhibit 1. The Board hereby authorizes the President of the Board or the Superintendent to execute and deliver the New MNWD Easement to MNWD.

Section 4. The Board hereby authorizes the Superintendent, or the Superintendent's designee, to take such additional action or execute such additional documentation as may be reasonably required to effectuate the intent of this Resolution, including, but not limited to, the delivery of the executed deeds to the appropriate entities.

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District on September 23, 2015, by the following vote:

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

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 23rd day of September 2015, by a roll call vote.

Martha McNicholas
Clerk of the Board of Trustees

Kirsten M. Vital
Superintendent
Secretary of the Board of Trustees

EXHIBIT 1
NEW MNWD EASEMENT

Recording Requested by:
MOULTON NIGUEL WATER DISTRICT

Return to:
Mr. Marc Serna, P.E.
MOULTON NIGUEL WATER DISTRICT
27500 La Paz Road
Laguna Niguel, California 92677

NO CONSIDERATION

EASEMENT GRANT TO
MOULTON NIGUEL WATER DISTRICT
OF EASEMENT FOR WATER, RECLAIMED WATER
AND SEWER FACILITIES

Exempt Govt.
Code Sec. 6103

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CAPISTRANO UNIFIED SCHOOL DISTRICT (CUSD), a California public school district, (“Grantor”) hereby grants and conveys to MOULTON NIGUEL WATER DISTRICT and its successors and assigns (collectively, “Grantee”) a perpetual non-exclusive easement and right-of-way for subsurface sewer, water, and reclaimed water pipelines, and valves, meters, manholes, and other appurtenant facilities which may be above-ground in whole or in part, for transmission purposes, including, specifically, but not by way of limitation, the right to install, construct, reconstruct, remove and replace, renew, inspect, maintain, repair, improve, relocate and otherwise use water, reclaimed water or sewer pipeline or pipelines together with incidental appurtenances, connections, and structures in, over, under, upon, along, through and across the real property hereinafter described together with ingress and egress thereon, and the right to enter upon and to pass and re-pass over and along said real property (collectively the "Authorized Activities").

Said easement shall lie in, over, under, upon, along, through and across that certain real property situated in the County of Orange, State of California, described in Exhibit “A” and depicted in Exhibit “B” (the “Easement Area”) both of which are attached hereto and by this reference incorporated herein, together with the right to enter upon and to pass and re-pass over and along the Easement Area to conduct the Authorized Activities. Such easements shall run for the benefit of Grantee, its officers, agents and employees and persons under contract with Grantee.

It is understood and agreed that the easements and rights-of-way acquired herein are acquired subject to the rights of the Grantor, and its successors and assigns, to use the surface of the Easement Area to the extent that such use is compatible with the full and free exercise of said easement and rights-of-way by the Grantee, and subject to other specific conditions on Grantor’s use as set forth hereinafter in this Grant of Easement. Grantor agrees that none of the following items (i) through (iv)

shall be constructed, installed or planted upon, over, and along the Easement Area without first obtaining the prior written consent of Grantee, and Grantee agrees that it will not unreasonably withhold or delay such consent: (i) alleys, fences, block walls, or other structures; (ii) streets, roadways or hardscape, including backfill, concrete, curbs, and gutters, planters, islands and median structures that would unreasonably interfere with the ability of Grantor to perform any of the Authorized Activities; (iii) trees; or, (iv) shrubs or plantings that would unreasonably interfere with the ability of Grantee to perform any of the Authorized Activities. In the event prohibited structures, improvements or landscape are constructed, installed or planted within the Easement Area without the required advanced written consent, Grantee may require Grantor to remove same and, if Grantor does not comply, Grantee may cause removal and charge costs back to Grantor.

No earth, dirt, fill or any other material shall be deposited, placed or maintained on or over the surface of the ground in the Easement Area, nor shall any earth be removed from the cover of said pipeline or pipelines and incidental facilities in the Easement Area without first obtaining the prior written consent of Grantee, which consent and authorization shall require full payment or reimbursement to Grantee of all costs of adjusting Grantee's pipelines or facilities made necessary by any such removal. Grantee agrees that it will not unreasonably withhold or delay such consent.

It is understood and agreed that Grantee shall bear no responsibility nor assume any cost for the maintenance, repair or replacement of any trees, shrubbery, fences, walls, or other plantings or structures or improvements situated within the Easement Area that may be injured, damaged or destroyed by Grantee's use of the Easement Area in connection with the Authorized Activities; provided, Grantee agrees that Grantee shall promptly complete the repair and/or replacement of the roadways, streets, backfill, curbs, gutters and other roadway appurtenances that are damaged by Grantee as a result of the Authorized Activities.

In consideration of Grantee's acceptance and recordation of this Grant of Easement, Grantor covenants and agrees for itself and its successors and assigns that if Grantor, or its successors and assigns, requests any future relocation of the water, reclaimed water or sewer pipeline or pipelines and incidental facilities described herein, and if Grantee in its discretion consents in writing to such request for relocation, the cost of said relocation shall be at the sole expense of Grantor or its successors and assigns and that Grantee shall have no responsibility for such costs. In the event that Grantee consents to any such relocation, Grantor shall be required to furnish to Grantee a good and sufficient permanent grant of easement for the new alignment/location agreeable to both Grantor and Grantee, which grant of easement shall be in a form substantially similar to this Grant of Easement.

The Grantor represents and warrants to Grantee that Grantor is the owner in fee title of the herein described property, and has the right to make this conveyance, and that it has advised the Grantee in writing of any and all outstanding easements, encumbrances, or deeds of trust.

This Grant of Easement and the provisions contained herein shall be binding upon Grantor, Grantee, and their respective successors and assigns.

IN WITNESS WHEREOF, this Grant of Easement has been executed this _____ day of _____, 20_____.

Grantor: CAPISTRANO UNIFIED SCHOOL DISTRICT

By _____
Title: _____

By _____
Title: _____

PLEASE NOTARIZE ALL SIGNATURES

CERTIFICATE OF ACCEPTANCE
MOULTON NIGUEL WATER DISTRICT

This is to certify that the interest in real property conveyed by Deed of Grant of Easement dated _____, 20____, from CAPISTRANO UNIFIED SCHOOL DISTRICT, a California _____ to the MOULTON NIGUEL WATER DISTRICT, a California water district, is hereby accepted by the undersigned officer on behalf of the Board of Directors, pursuant to authority conferred by Resolution No. 03-37 of the Board of Directors, adopted on the 18th day of December, 2003, and the MOULTON NIGUEL WATER DISTRICT consents to recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 20_____.

(Director of Engineering and Operations)
MOULTON NIGUEL WATER DISTRICT and of the
Board of Directors hereof

EXHIBIT "A"
LEGAL DESCRIPTION FOR
MNWD EASEMENT WITHIN PARCEL 2, LLA 91-024
VINTAGE ALISO

THAT PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT LLA 91-024 IN THE CITY OF ALISO VIEJO, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED AS INSTRUMENT NO. 91-444054 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY REORDER OF SAID COUNTY, BEING THE NORTHERLY LINE OF A 7' WIDE STRIP OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED IN SAID LOT LINE ADJUSTMENT AS HAVING A BEARING AND DISTANCE OF NORTH 11°26'41" EAST 256.46 FEET, IN THE WESTERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID WESTERLY LINE NORTH 11°26'41" EAST A DISTANCE OF 45.21 FEET; THENCE LEAVING SAID WESTERLY LINE SOUTH 77°40'00" EAST A DISTANCE OF 351.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 77°30'00" EAST A DISTANCE OF 20.00 FEET.

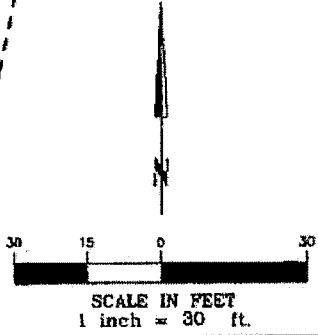
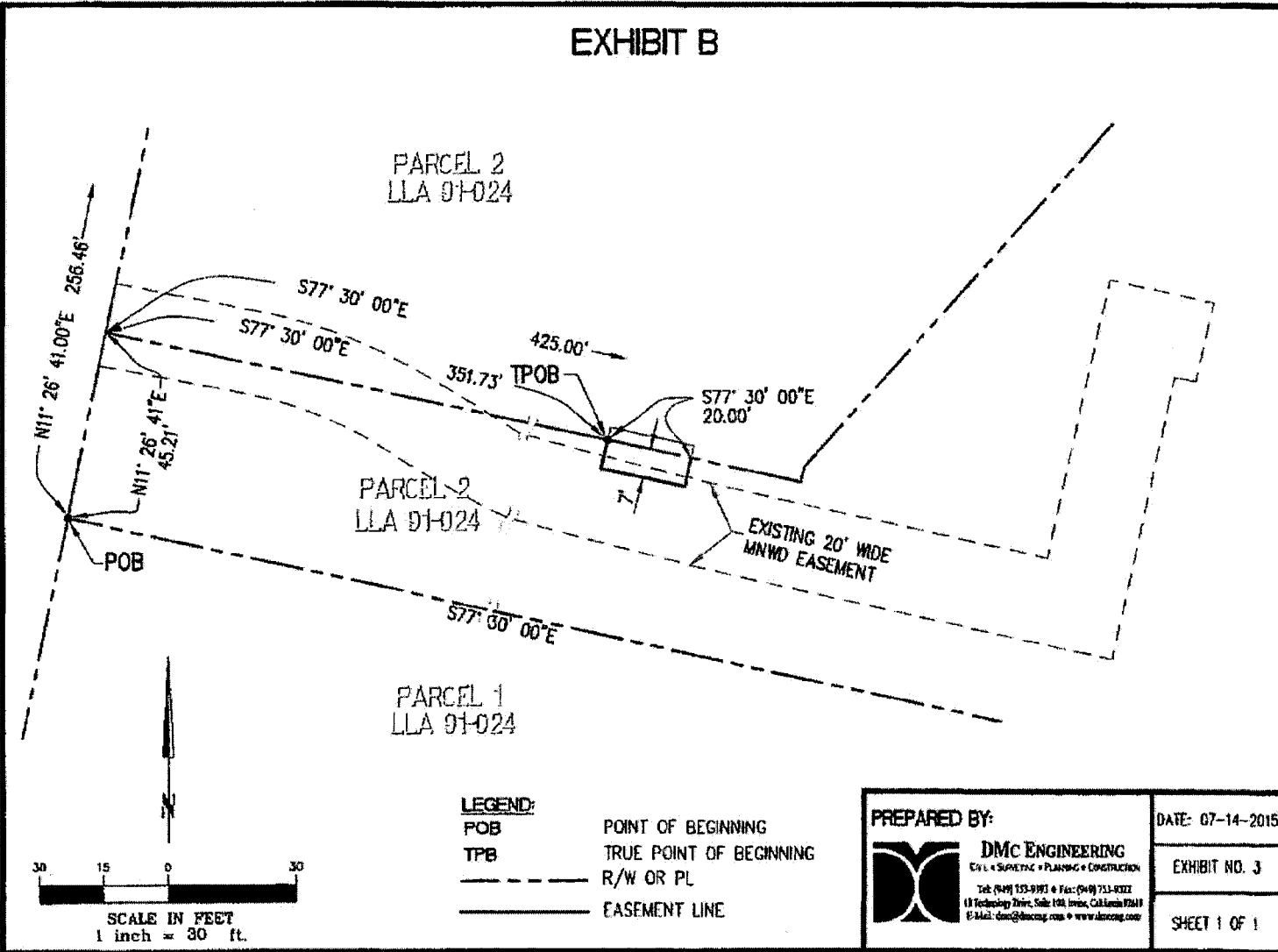
SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS, IF ANY.

MORE PARTICULARLY SHOWN ON EXHIBIT ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.


DEREK J. MCGREGOR, PLS #6496 EXP. 6/30/2017

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EXHIBIT B



LEGEND:
 POB POINT OF BEGINNING
 TPB TRUE POINT OF BEGINNING
 - - - R/W OR PL
 _____ EASEMENT LINE

PREPARED BY:  DMC ENGINEERING CIVIL • SURVEYING • PLANNING • CONSTRUCTION Tel: (949) 533-9951 • Fax: (949) 753-9332 18 Technology Drive, Suite 100, Irvine, CA 92614 E-Mail: dmc@dmceop.com • www.dmceng.com	DATE: 07-14-2015
	EXHIBIT NO. 3
	SHEET 1 OF 1

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California
2016-2017 SCHOOL CALENDAR

INDEPENDENCE DAY HOLIDAY (Legal Holiday)

New Teacher - Pre-Service Day

All Teachers - Pre-Service Days

OPENING DAY OF SCHOOL

(Opening Day is a Minimum Day for Elementary Students)

Back-to-School Night, Middle School

(Minimum day per individual school site calendar)

Back-to-School Night, High School

(Minimum day per individual school site calendar)

LABOR DAY (Legal Holiday)

Back-to-School Night, Elementary

(Minimum day per individual school site calendar)

End of First Progress Reporting Period (High School)

End of First Quarter (Middle School)

End of First Reporting Period (Elementary)

Parent Conferences, Elementary (Pupil Free Days-Elementary)

Pupil-Free Day for Secondary Professional Development Day

Parent Conferences, Elementary (Minimum Days)

End of Second Progress Reporting Period (High School)

VETERANS DAY (Legal Holiday)

THANKSGIVING RECESS (Recess for Students and Teachers)

THANKSGIVING HOLIDAYS (Legal and Local Holiday)

SCHOOL RESUMES

Final Exam Days, High School (Minimum Days, High School)

End of First Semester (High School)

End of Second Quarter (Middle School)

First Semester Wrap-up Activities (Middle, High School, & ATP)

Middle, High School, and ATP Pupil-Free Day

WINTER RECESS (Recess for Students and Teachers)

CHRISTMAS HOLIDAYS (Local and Legal Holiday)

HOLIDAY TO REPLACE ADMISSION DAY (Local Holiday)

NEW YEAR'S DAY (Legal Holiday)

SCHOOL RESUMES

Second Semester Begins

DR. MARTIN LUTHER KING, JR. DAY (Legal Holiday)

End of First Progress Reporting Period (High School)

LINCOLN DAY (Legal Holiday)

WASHINGTON DAY (Legal Holiday)

End of Second Progress Reporting Period (Elementary)

Parent Conferences, Elementary (Minimum Days, Elementary School)

End of Third Quarter (Middle School)

End of Second Progress Reporting Period (High School)

SPRING RECESS (Recess for Students and Teachers)

SPRING HOLIDAY (Local Holiday)

SCHOOL RESUMES

MEMORIAL DAY (Legal Holiday)

Final Exam Days, High School (Minimum Days, High School)

End of Second Semester (High School)

End of Third Quarter (Middle School)

End of Third Progress Reporting Period (Elementary)

LAST DAY OF SCHOOL FOR ALL STUDENTS

(Minimum Day for All Students/Graduation Ceremonies)

LAST DAY OF SCHOOL FOR ALL TEACHERS

Monday, July 4, 2016

Wednesday, Aug. 10, 2016

Thurs.-Fri., Aug. 11 & 12, 2016

Monday, Aug. 15, 2016

Tues., Wed., or Thurs., Aug. 23-25, 2016

Tues., Wed., or Thurs., Aug. 30-Sept. 1, 2016

Monday, Sept. 5, 2016

Tues., Wed. or Thurs., Sept. 6-8, 2016

Friday, Sept. 23, 2016

Friday, Oct. 14, 2016

Friday, Oct. 28, 2016

Mon.-Tues., Oct. 31-Nov. 1, 2016

Monday, Oct. 31, 2016

Wed.-Thurs., Nov. 2-3, 2016

Friday, Nov. 4, 2016

Friday, Nov. 11, 2016

Mon.-Wed., Nov. 21-23, 2016

Thurs.-Fri., Nov. 24-25, 2016

Monday, Nov. 28, 2016

Mon.-Wed., Dec. 19-21, 2016

Wednesday, Dec. 21, 2016

Wednesday, Dec. 21, 2016

Thursday, Dec. 22, 2016

Fri.-Fri., Dec. 23, 2016-Jan. 6, 2017

Fri. & Mon., Dec. 23 & 26, 2016

Friday, Dec. 30, 2016

Monday, Jan. 2, 2017

Monday, Jan. 9, 2017

Monday, Jan. 9, 2017

Monday, Jan. 16, 2017

Thursday, Feb. 16, 2017

Friday, Feb. 17, 2017

Monday, Feb. 20, 2017

Friday, Feb. 24, 2017

Mon.-Fri., Feb. 27-Mar. 3, 2017

Friday, Mar. 10, 2017

Friday, Mar. 31, 2017

Mon.-Fri., Apr. 3-7, 2017

Friday, Apr. 7, 2017

Monday, Apr. 10, 2017

Monday, May 29, 2017

Tues.-Thurs., May 30-June 1, 2017

Thursday, June 1, 2017

Thursday, June 1, 2017

Thursday, June 1, 2017

Thursday, June 1, 2017

Friday, June 2, 2017

Rationale for 2016-2017 School Calendar Recommendations

Rationale for Upcoming Calendars

- Aligns all district program start dates
- Provides more uninterrupted blocks of instructional days
- First semester ends before Winter Break
- Gives AP/IB students three additional weeks of instruction before high stakes testing
- Requires less summer time for athletics
- Allows all CUSD students to participate in wider range of summer activities
- Aligns with start of Saddleback College
- Allows seniors to participate in both graduation and college orientation/summer school
- Aligns with pre-Labor Day start in 23 of the 29 Orange County districts

Options to consider

1. Leave 2016-2017 Calendar as it stands
2. Amend 2016-2017 Calendar to mirror the 2015-2016 Calendar
3. Select a Polling service and implement an Community Engagement process to develop 2017-18, 2018-19 and 2019-20 Calendars.

Community Roots Academy Site Evaluation

Regular Board Meeting
September 23, 2015

Overview

- As directed by the Board of Trustees at the Sept. 9 meeting, continue to explore Crown Valley Elementary School as a potential site for Community Roots Academy
- Staff was also directed to conduct an analysis of Wood Canyon Elementary as a potential site
- Provide proposed transition scenarios for Preschool, TK, and Kinder through Fifth grades for all students (General and Special Education Students)



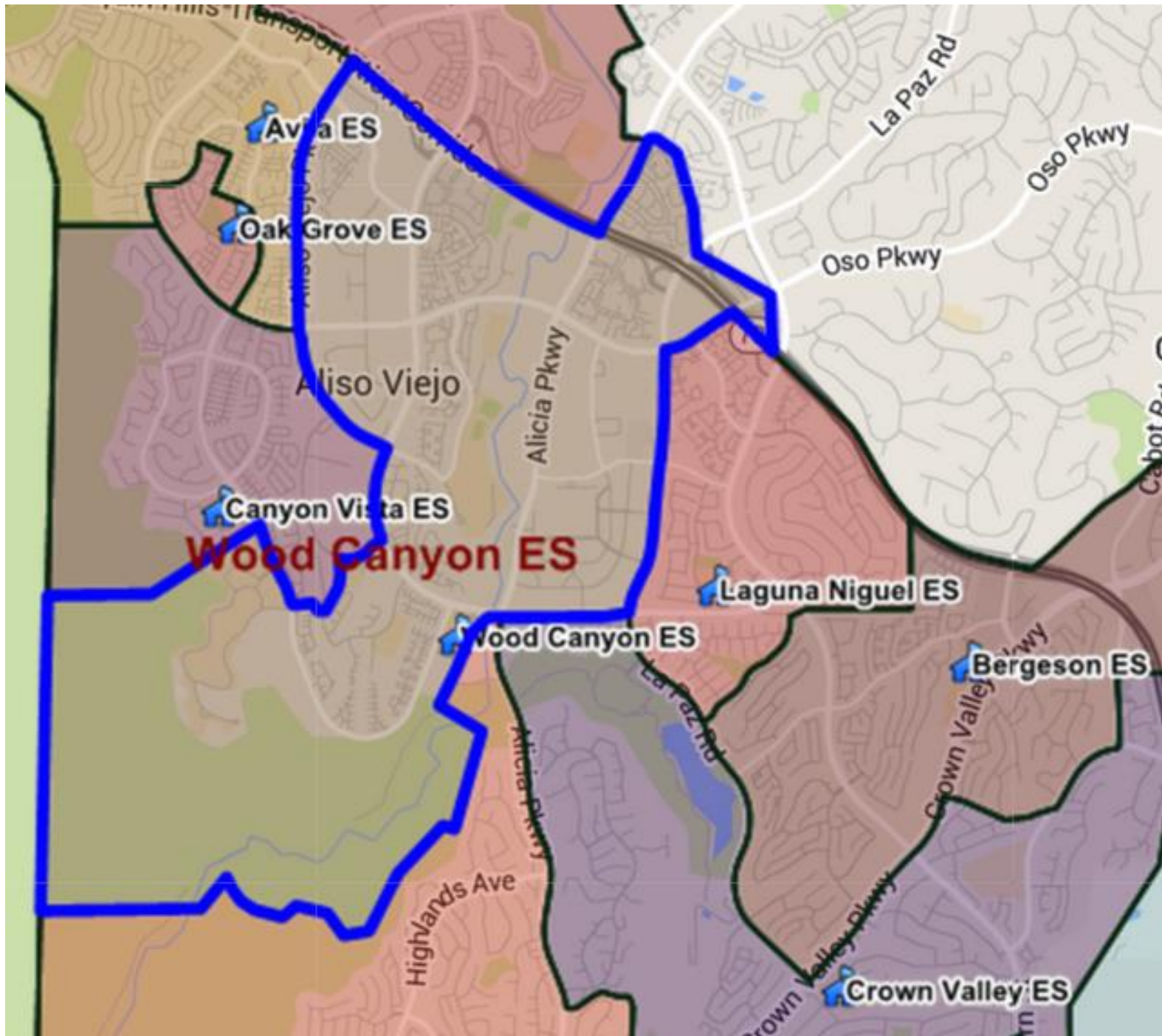
Transition Factors Considered

- Enrollment
- Projected Enrollment
- Capacity of Area Schools
- Boundaries
- Before/After School Care
- Programs & Services
- Middle and High School Feeder Patterns





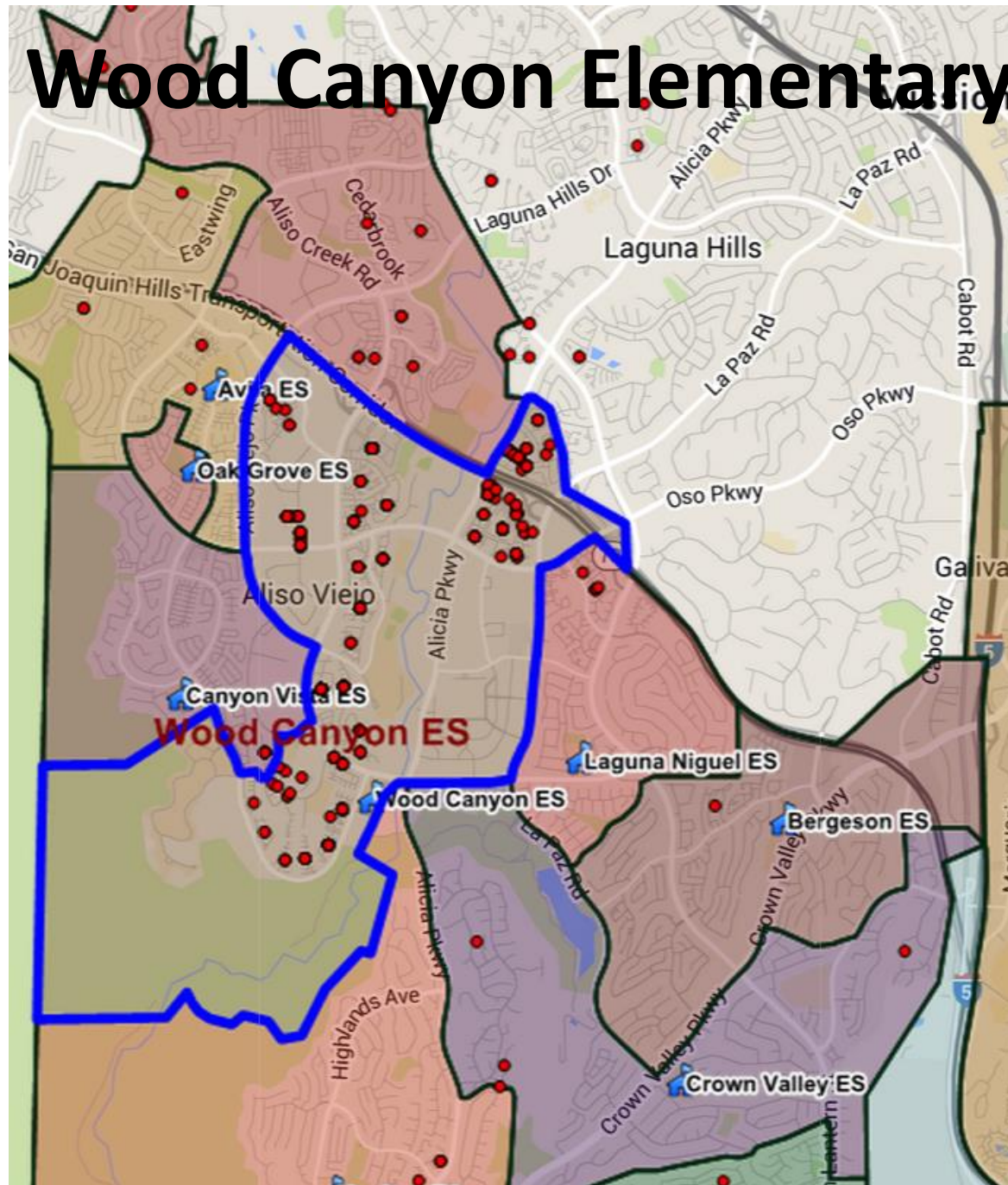
WOOD CANYON ELEMENTARY SCHOOL



Wood Canyon Elementary

General Ed Enrollment	2015-2016 (Day 10) <i>Includes 34 students receiving special education services</i>	2016-2017 Projected Enrollment
Pre-K	-	Room for future programs
TK	-	Room for future programs
K	67	67
1	52	67
2	55	52
3	81	55
4	66	81
5	65	66

Wood Canyon Elementary



Wood Canyon Transition Sites

	Canyon Vista	DJAES	Oak Grove	Laguna Niguel
Site Capacity	698	728	758	546
Classroom/ Space Availability	No	No	No	No
Current Enrollment *including TK	651	776*	711	542
Projected Enrollment (2018)	707	834	650	547
YMCA	Yes	Yes	Yes	Yes

Wood Canyon Programs for “Re-Imaging”

Wood Canyon’s community feedback from the Sept. 14 meeting provides opportunities for “re-imaging” and marketing this school:

- Special Education Collaboration with Gen Ed
- Performing Arts Program
- Return of Transitional Kinder Program
- Physical Education
- Science & Technology
- Broadcasting
- Diversity





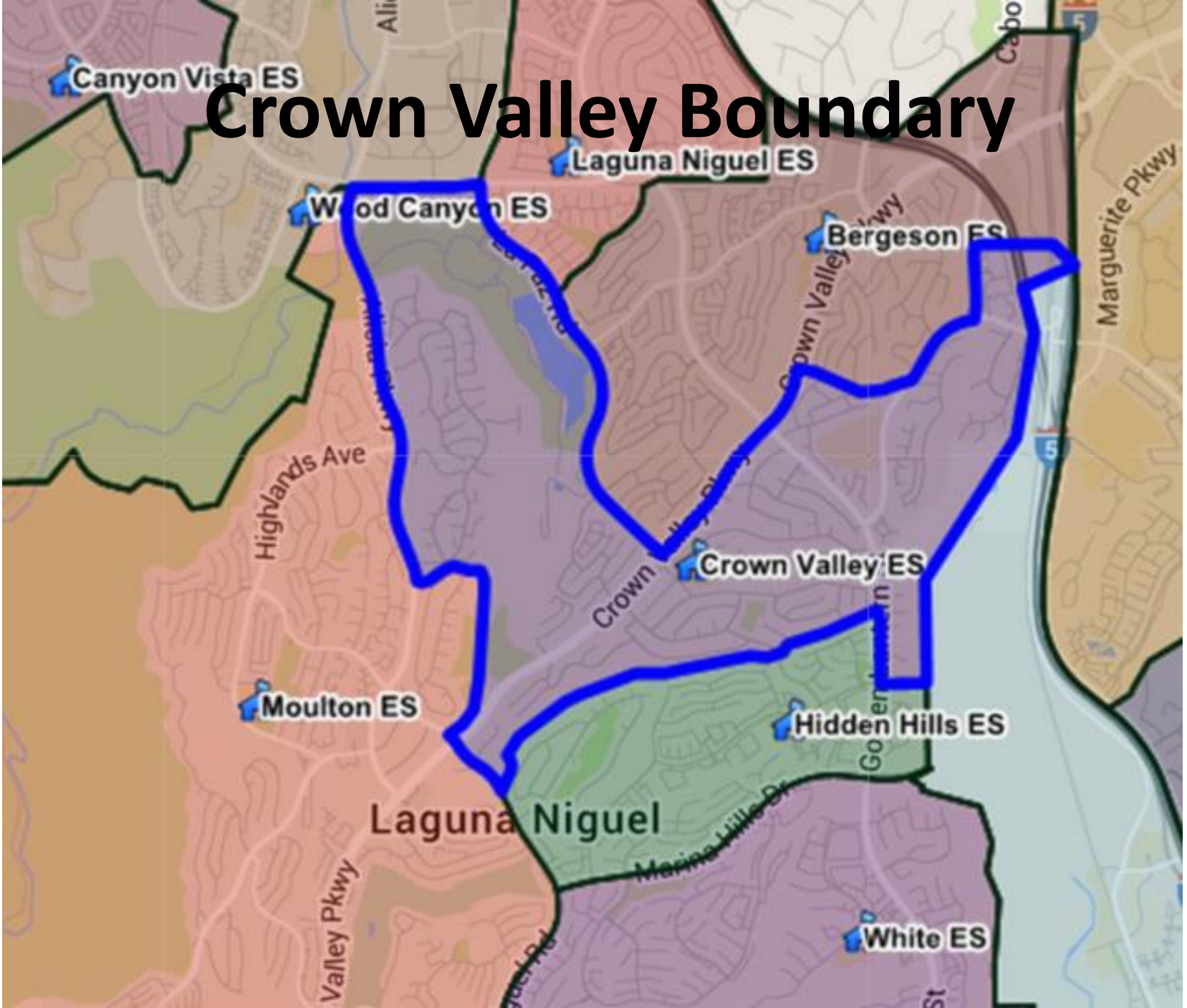
CROWN VALLEY ELEMENTARY SCHOOL

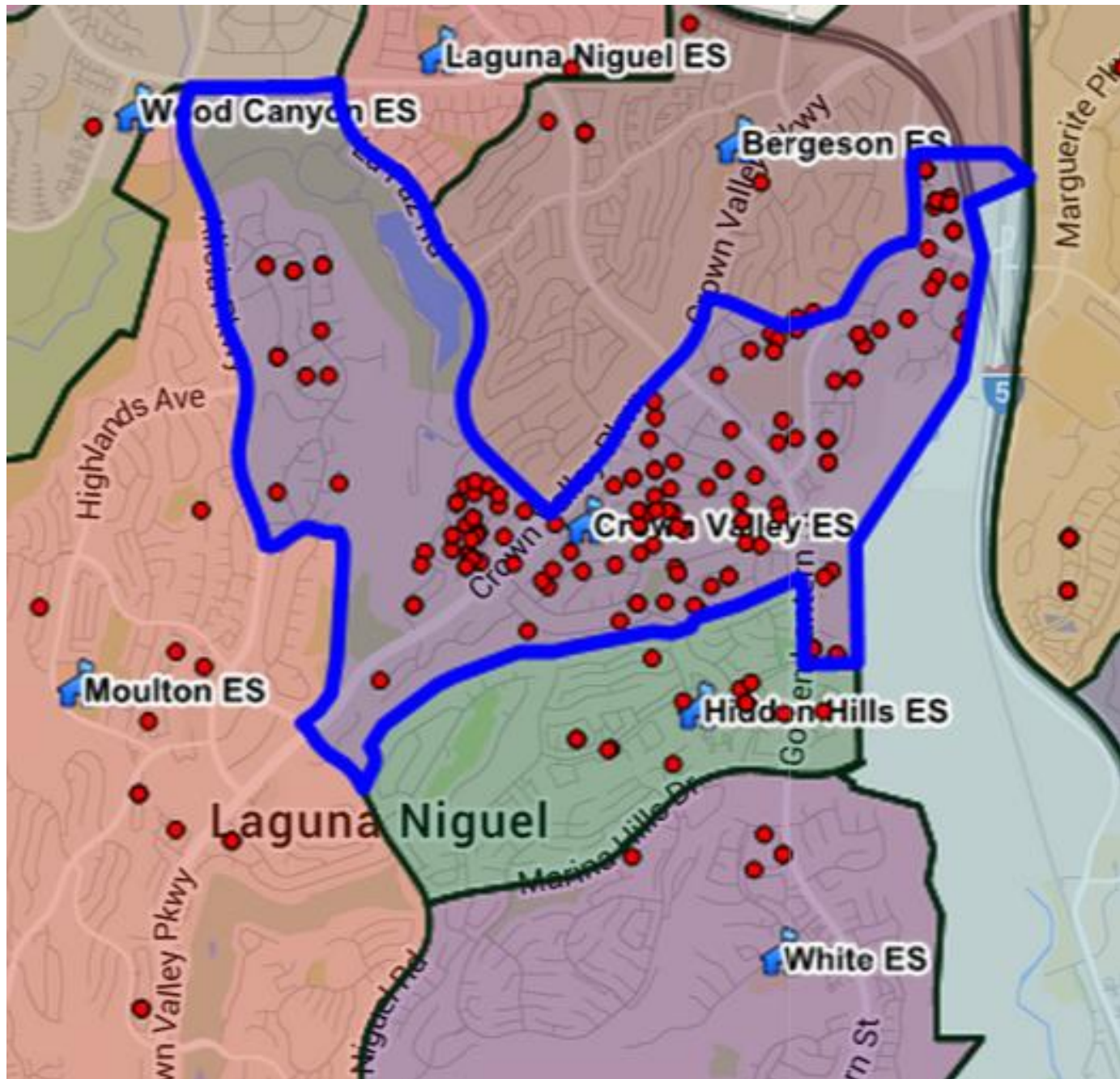
Crown Valley Elementary School

General Ed Enrollment	2015-2016 (Day 10) <i>(Includes 40 students receiving special education services)</i>	2016-2017 Projected Enrollment
Pre-K	30	24
TK	53	60
K	19	19
1	29	19
2	28	29
3	29	28
4	45	29
5	42	45

*Does not include 54 TK-5th Self-contained students

Crown Valley Boundary





Crown Valley Transition Sites for Year 1

	Moulton	George White
Percent of Crown Valley Students in Boundary that Choice (2015-2016)	20%	12%
Site Capacity	728	728
Classroom Availability	Yes	Yes
Current Enrollment *including TK	669*	610*
Projected Enrollment (2018)	612	595
YMCA	Yes	Yes

Estimated Future Projections

Moulton	2015-2016		Crown Valley	2015-2016
Elementary	Actual		Elementary	Actual
School	Enrollment		School	Enrollment*
	673			185

Moulton	2016-2017	Plus		Total
Elementary	Projected	Crown Valley	Plus	2016-2017
School	Enrollment	Study Areas**	Growth	Enrollment
	628	110	12	750

Moulton	2017-2018	Plus		Total
Elementary	Projected	Crown Valley	Plus	2017-2018
School	Enrollment	Study Areas**	Growth	Enrollment
	619	92	27	738

Moulton	2018-2019	Plus		Total
Elementary	Projected	Crown Valley	Plus	2018-2019
School	Enrollment	Study Areas**	Growth	Enrollment
	612	89	28	729

Estimated Future Projections

George White	2015-2016		Crown Valley	2015-2016
Elementary	Actual		Elementary	Actual
School	Enrollment		School	Enrollment*
	611			185

George White	2016-2017	Plus		Total
Elementary	Projected	Crown Valley	Plus	2016-2017
School	Enrollment	Study Areas**	Growth	Enrollment
	601	110	12	723

George White	2017-2018	Plus		Total
Elementary	Projected	Crown Valley	Plus	2017-2018
School	Enrollment	Study Areas**	Growth	Enrollment
	595	92	27	714

George White	2018-2019	Plus		Total
Elementary	Projected	Crown Valley	Plus	2018-2019
School	Enrollment	Study Areas**	Growth	Enrollment
	595	89	28	712

Crown Valley Transition Sites

Year 1:

- Current K-5 students transition as cohort to one site
 - Moulton or George White
 - School of Choice priority
 - Wood Canyon has been suggested. However, this disrupts the goal of keeping within city boundaries and feeder patterns and CV students' would return to NHMS or AVMS for middle school

Year 2 and going forward:

- Current PreK students in Crown Valley boundary are rezoned for:
 - Moulton and/or Hidden Hills – to be determined at a later date



Crown Valley Important Programs and Items to Note

- Garden
- Certified Monarch Butterfly Waystation
- Science Lab
- Computer lab & Chromebooks
- Tile Wall
- Library
- Science Camp
- Class Act
- Battle of the Books
- Pickle Ball
- MPR dedication
- YMCA services
- & other programs...

These programs will be transitioned as appropriate, working together with school administrators and parent groups

Transitional Kindergarten & PreSchool

- Examine current feeder enrollment patterns
- Propose to transition both Preschool and TK back to Wood Canyon pending enrollment



Proposed CVES Special Education Transition Plan

- CUSD staff has started the process of identifying a transition plan in the event the Board of Trustees were to select CVES as the site for Community Roots Academy
- Key factors for transition site selection:
 - Location of the program in the district as compared to another similar program
 - If it is a district program, is it in a central location for families to access?
 - Facilities availability



Proposed CVES Special Education Transition Plan

Transition of the “Hub” Program

Program	Space Needs	Students	Staff	Proposed Site
SAI Self-Contained TK-5 Hub Programs	4 rooms	43* Self-Contained Students grades K-4	4 Ed Specialists & IF/IA's	Wood Canyon

*13 students will be returning to their neighborhood school



Proposed CVES Special Education Transition Plan

Transition of the “Non-Hub” Programs

Program	Space Needs	Students	Staff	Proposed Site
DHH	3 offices	9	1 DHH Ed Specialist 2 DHH SLP's 1 DHH Psych (on site one day week)	Wood Canyon
Preschool - K DHH	1	7	1 DHH Ed Specialist	Wood Canyon
SAI SEALS Pre-School	1	Estimate only: 6 current students preschool age	1 Ed Specialist	George White (merge with existing program)



Proposed CVES Special Education Transition Plan

Transition of the “Non-Hub” Programs

Program	Space Needs	Students	Staff	Proposed Site
Language Builders	2 small rooms	TBD	2 SLP's	Marblehead (A Language Builders program is currently at Malcom. This will create a north/south option)
Pre-School Assessment Team	5-7 offices/rooms	0	4 Psychs 5 SLP's 2 OT's (part time) 1 Ed Specialist	Del Obispo (centrally located in district)
IBI Staff and Friendship Builders	Minimum 3 classrooms for staff; 1 small office for clinic	Only groups	35 IBI Staff 3 Autism Specialists 1 TOSA	Ambuehl (centrally located in district) TOSA to district office Friendship Builder Camps: Location TBD
OT Clinic	Offices Only	0	3 OT's 1 COTA with access to materials/storage	Hidden Hills Tijeras Creek Wood Canyon Secondary School



This concludes our proposed transition plan,
pending further staff evaluation.



Staff Recommendation

Staff recommends that the District enter into a long-term lease agreement with Community Roots Academy at the Crown Valley Elementary School site and move forward with the proposed CVES transition plans





**Vision, Mission, and
Wildly Important Goals**

WIGs



Our Goal...

- * To create a powerful and implementable
Vision, Mission, and Goals
for the Capistrano Unified School District**



Wildly Important Goals Vision and Mission

*** Vision:**

**An unwavering commitment
to student success.**

*** Mission:**

**To prepare our students to meet the
challenges of a rapidly changing world.**



Wildly Important Goals

WIG 1 Teaching and Learning

**Engage students in meaningful, challenging,
and innovative educational experiences to
increase post-secondary options for all students.**



Wildly Important Goals WIG 2 Communications

**Communicate with, and engage students,
parents, employees, and community members in
District wide and community-specific decisions**



Wildly Important Goals WIG 3 Facilities

**Optimize facilities
and learning environments for all students.**



Wildly Important Goals WIG 3 Facilities

- * Measure and improve work order turnaround and lower overall work orders and measure “customer” satisfaction
 - * Reduce turnaround and lower overall work orders from X to Y by June 30, 2016
 - * New work order system
 - * Increased Maintenance & Operations staffing
 - * Preventative Maintenance
 - * Seek input from stakeholders



Wildly Important Goals WIG 3 Facilities

- * Prepare and communicate multi-year Deferred Maintenance plan for all sites.
- * Begin scheduled deferred maintenance plan rotating for July 2017.
 - * Perform “catch up” deferred maintenance work proposed for 2015 -2016 and 2016-2017.



Wildly Important Goals WIG 3 Facilities

- * Measure and lower overall energy use. Establish energy savings plan enhanced by Prop 39 funds.
 - * Hire Energy Manager 2015-2016
 - * Establish baseline energy use and identify opportunities for savings 2015-2016
 - * Explore potential for alternative energy sources such as solar power 2015-2016
- * Lower overall energy use from X to Y by June 30 2017
- * Lower overall energy use from X to Y by June 30 2018...



Capistrano Unified Technology Plan

July 2015-June 2018

**Where we have
been, where we
are going**

**Foundation with support of
the Trustees**

**all possible
because of our
dedicated team**

**behind the scenes, network
refresh, Chromebooks**

Driven by the District WIGs, Mission, Vision, & LCAP

Aligned with the District Mission, Vision, and LCAP and focused on the WIGs

Driven by stakeholders from the district

Digital Literacy Teachers

PTSA

CUEA

Ed Leadership Committee

Principals

Ed Tech Dept.

TIS

Students

WIG I - Teaching and Learning

Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

LCAP Goal 1

**students demonstrate
academic growth and
proficiencies needed to
leave TK-12 college and
career ready**

LCAP Goal 1

Prepare students to use digital tools and immerse them in digital literacy - Digital Literacy Skills adopted.

Ensure Technology integration in Curriculum Alignment Guides for all levels.

Utilize Electronic Learning Programs (ELPs) that are research-based and provide data of student progress across standards.

LCAP Goal 1

Prepare students for success in college and career. Continue Chromebook and Google integration.

Information Literacy lessons across grade levels.

Enable online district common assessments and automate data collection for the data dashboard.

LCAP Goal 1 Evaluation

Brightbytes

surveys for data on digital literacy to assess
technology integration
technology innovation

LCAP Goal 2

Provide interventions for academically, behaviorally and socially/emotionally at risk students.

LCAP Goal 2

Develop Illuminate data dashboard to integrate
assessment
attendance
other data sets in order to support all students and teachers.

Increasing collaboration between departments and communication between staff members through Google Apps training.

LCAP Goal 2 Evaluation

Monitoring of data integration from multiple sources into the Illuminate data dashboard

LCAP Goal 3

Increase the number of K-12 student offerings reflecting a broad course of study for college and career readiness.

LCAP Goal 3

Consider online and blended learning opportunities for increasing student offerings that are available without travel or across district sites.

Exposure to coding and computer sciences in elementary school.

Microsoft IT Academy

LCAP Goal 3 Evaluation

Track numbers of Microsoft and other certifications earned by students

WIG II - Communications

Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

LCAP Goal 4

Goals

Increased parent and student engagement through various technology resources.

Evaluation

Track usage of parent portal (by site, class, etc) and downloads of CUSD mobile app

WIG III - Facilities

***Optimize facilities and
learning environments for
all students.***

LCAP Goal 5

Increase the Chromebook 1:1 deployment each year while planning for full refresh of Chromebooks from all past years and ensuring bandwidth.

Replace labs in primary and MS/HS where needed for subject-specific secondary classes.

Increase adoption of BYOD (Bring Your Own Device) at MS and HS, possibly k-3.

Implement Baseline Classroom Technology Standards where possible.

LCAP Goal 5 Evaluation

Evaluate bandwidth usage across BYOD adoptions.

Number of rooms and sites brought up to baseline standard.

Capistrano Unified School District Technology Plan July 2015 through June 2018

The CUSD Technology Plan maps out the vision of technology adoption and integration based on LCAP goals focused on the students of our District. As technology and instruction becomes more integrated, the technology plan evolves into an instructional roadmap as well as a technological devices and services plan.

"We need technology in every classroom and in every student and teacher's hand, because it is the pen and paper of our time, and it is the lens through which we experience much of our world." – David Warlick

"Technology is just a tool. In terms of getting the kids working together and motivating them, the teacher is most important." – Bill Gates

"Tech gives the quietest students a voice" - Jerry Blumengarten

"When students share their work with the world they want it to be good, when they share it with their teacher they want it to be good enough." - Rushton Hurley

"Teachers need to integrate technology seamlessly into the curriculum instead of viewing it as an add-on, an afterthought, or an event" - Heidi Hayes-Jacobs

Our Stakeholders

In the interest of involving all types of stakeholders in our technology planning and visioning process, the District provided many opportunities for administrators, teachers, parents, and students to add their opinions and expertise to the process. Site administrators from all levels were selected to represent a broad mix of technology adoption and socio-economic areas. Seventy Five DLTs (Digital Literacy Teachers), one from each site, were involved in collaborating on ideas for the plan and for what minimum baseline of technology should exist in every classroom should look like in our District. Our Teachers' Association CUEA brought a number of executive board members to the committee, and the PTA brought a number of members as well. The Educational Technology department worked with site administrators to form student groups who were interviewed, and the ASB Executive Committee was invited to give input as well. The plan was given to the staff of Technology and Information Services as well for their input.

- *75 Digital Literacy Teachers
- *4 PTSA Parents
- *3 Members of the CUEA Executive Board
- *District Educational Leadership Committee
- *3 Elementary Principals
- *3 Middle School Principals
- *3 High School Principals
- *Educational Technology Department
- *Multiple members of the TIS staff
- *Student groups from ES, MS, and HS

Where are we now, and how did we get here?

Capistrano Unified (CUSD) has been on the road to recovery from the 2007-2010 budget crisis for a number of years. The Governor's latest budget has a projection of reaching 2007 budget levels by 2021. In this environment, it is often difficult to initiate new programs, especially programs that require significant purchases and professional development. However, when the State of California announced one-time money in order to support the adoption of the Common Core State Standards (CCSS), the District could only spend that money in three categories: Instructional Materials, Professional Development, and Technology. Many districts needed to spend a significant portion of their CCSS funding on bandwidth, internet infrastructure, and wireless infrastructure in order to support devices and the new SBAC online testing. However, CUSD had spent years planning and building a significant infrastructure that could handle increasing bandwidth and supporting wireless devices. Please see the Hardware/Infrastructure Summary for a brief history and summary of our current state.

Because the infrastructure was already in place, the District was able to focus the CCSS technology expenditures on student devices. In May of 2014, the District had done an intensive comparison of devices from iPads to Microsoft Tablets and Chromebooks. CUSD had involved many stakeholders in the process and Chromebooks came out a clear favorite based on functionality, ease of use, ability to teach all CCSS standards, and total cost.

In September of 2013, the District began investigating acquiring a free Google Apps for Education domain in order to provide students with Google accounts for online collaboration, publishing, document storage, and interaction. Chromebooks were being used in a number of districts in Southern California with great success, and they were seen as a way to introduce a large number of devices into student hands with low cost. A pilot of 25 classrooms was conducted in February of 2014 which included 3 days of professional development for each teacher in a collaborative grade level, and enough Chromebooks for each teacher's largest class plus one. The District believes that technology is as fundamental to learning as the paper and pencil, so there is always at least one extra Chromebook in each class cart to ensure no one does without in case of hardware failure. The data from the survey results of the pilot classroom teachers, students, and parents showed increases in student engagement, collaboration, keyboarding speed, teacher creativity, and student choice in completing assignments. We saw increases in reported excitement in coming to school, more work being turned in, and 60% of 1400 students surveyed reported that they had collaborated with or spoken to students whom they had never spoken to before because of the Chromebooks. With surveys from parents, teachers, and students all reflecting similar positive outcomes from just 4 months with the Chromebooks, CUSD decided to move ahead with an ambitious project to get devices into the hands of as many students as possible. The Chromebooks also performed very well during the Smarter Balanced Assessment trial (SBAC) in 2014. In the future, devices will allow for a shortened testing window at those sites with fewer computer systems.

In the 2014/2015 school year, the District hired two Educational Technology Teachers on Special Assignment (TOSAs) in order to support the rollout of Chromebooks and to support technology integration across the District at all grade levels. The District also used Microsoft Settlement Voucher funds to transform the Site Technology Coordinator program. In 2013/2014, each site had one Site Technology Coordinator who assisted with technology at the sites, but there was not enough funding to bring them into the District for training. In 2014/2015 the District utilized voucher funds to pay for substitutes for all sites with 800 or fewer students to have one Digital Literacy Teacher (DLT) and all sites with over 800 students to have two DLTs. DLTs had substitutes for three mandatory all-day trainings/meetings at the District office, and they have to conduct four technology trainings at their sites. The District also hired a Lead Training User Support Specialist to manage the Google domain and assist with tech support and training.

In 2014/2015, CUSD purchased Chromebooks for all 5th grade classrooms, all 6th grade English Language Arts (ELA) classrooms, and 15 carts for each High School. High School principals asked if they could guide the distribution of the carts, and that request was granted on the stipulation that equity of access for at least one grade level of students was addressed. Teachers were required to attend one full day of professional development before receiving the cart of Chromebooks, and a second day a few months after receiving the Chromebooks. The professional development was intentionally designed to impart the greatest amount of technological and pedagogical knowledge for a 1:1 classroom. All teachers also joined an online discussion group through a district program called “MyBigCampus” that allowed online questions and collaboration during the implementation. The devices were rolled out from September to January, and now the District has 24,000 Chromebooks out in the field.

The District currently supports a multitude of Electronic Learning Programs at all grade levels, and TIS is responsible for supporting the data uploads of all District programs, some site programs, and curriculum and textbook adoption pilots. CUSD offers “Tech Tuesday” classes every Tuesday afternoon in order to help with technology integration, and the TOSAs visit classrooms and sites for professional development. Tech Tuesdays went virtual starting in late February, with District staff having the option to tune into the professional development from any computer through a web conference. The Ed Tech TOSAs have also been working in a co-teaching model with District TOSAs for all subject areas in order to increase the curriculum TOSA familiarity with technology in the classroom and how it can be applied at their grade level or with their particular subject.

CUSD purchased Discovery Education Plus as a district-wide initiative in March of 2014. The purchase was made to ensure that all teachers have access to multimedia content, a safe research environment, standards-based videos, images, and articles, and a space for students to be assigned work, assessments, and project space. While 70% of District sites had been purchasing Discovery with site funds, the District decided that the program was important for all sites. The upgrade to Discovery Education Plus included hundreds of pre-built CCSS units that included multimedia and technology. Typing Agent is a keyboarding program with online

and at-home access that was adopted district-wide K-5 in 2014 as well. In April of 2014, all Elementary schools were trained on Typing Agent and Discovery Education at a Common Core instructional professional development day. By tracking downloading and streaming of Discovery Education assets, we have seen usage of Discovery Education increase by over 800%.

The District opened Youtube.com in November of 2014 for teachers and administrative staff to use as an educational tool. At the same time, the District was able to establish a tiered filtering system that allows each student a different level of Internet access based on their grade level. While teachers are allowed to see Youtube, when a middle or high school student attempts to access Youtube, they are automatically redirected to Youtube for Education, a filtered version of Youtube built for schools. Elementary students are still blocked from accessing any form of Youtube.

The new standards have a significant amount of digital literacy and digital skills embedded in them so the District went about cultivating a list of digital/technology skills that students need to have mastered in order to be college and career ready. The Fresno County Office of Education and the Long Beach Unified School District had already done amazing work in this area, so CUSD contacted both institutions to ask permission to utilize their work and modify it for our students. The resulting document was approved by the Board of Trustees as a scope of skills that needed to be taught to mastery. Please see the CUSD Digital Literacy in the K-12 Classroom.

The District has supported four “laptops for learning” bring your own device (BYOD) schools over the past 12 years. Oso Grande Elementary, Ladera Middle, Ladera Elementary, and Chaparral Elementary all had some form of BYOD program. Aliso Niguel High School has had a BYOD iPad academy for the last 3 years, and Wagon Wheel Elementary is in the very first pilot stages of iPad BYOD at 3rd and 4th grade. All Middle and High School campuses have the option to allow students to bring their own technologies as long as the student abides by the Acceptable Use Policy, and the teacher and site administrator agree.

Each site has chosen how and when to refresh their classroom technology, including whether to mount projectors, when to buy projector bulbs, when to purchase new laptops for teachers, how many computer labs or rolling carts to have on-site, etc.

The Educational Technology department has changed drastically in the last few years. In June of 2013, the Director of Educational Technology retired. The District created a Manager position over the Student Information Systems (SIS) group in order to allow the new Director of Educational Technology to focus on Educational Technology. When the new Director came on board in July of 2013, the department consisted of the Director and the Web Master. Soon a Training User Support Specialist was hired to help create the Google Domain and manage student accounts for a successful Chromebook pilot. After six months with the Chromebooks and other digital literacy initiatives across the District, it was decided that the department needed a Lead Training User Support Specialist, as well as two Teachers

on Special Assignment (TOSAs). The TOSAs have been working with instructional TOSAs in the Educational Services department in an effort to have all District TOSAs utilizing digital literacy across the curriculum. The District is currently undergoing a reorganization of Educational Services, and the TOSA position is ending. Two new positions will replace the support that the TOSAs gave to the District, Curriculum Specialists and Instructional Coaches. The Educational Technology TOSAs will support both groups this year as we take the necessary time to support the new positions in their ability to integrate technology into their instructional coaching practices and into curriculum that is developed for the District.

Existing Hardware/Infrastructure:

The goal of the Capistrano Unified School District is to provide equal access to high quality instruction and instructional materials for all students. Accordingly, 100% of the District school sites are connected to the Internet. All classrooms are equipped with Internet access and the District is looking at implementing District-wide wireless solutions.

School inventories are updated as inventory changes at each site and are reviewed annually as part of the site technology use plan revision process. This gives the District an overall perspective of hardware at the school sites. Currently, the District has an estimated 20,000+ computers, Chromebooks or devices on the network. For the purposes of this plan, only those systems less than four years old are reported.

District departments and school sites have either Dell PC or Apple computers or a combination of both. The vast majority of classrooms has a dedicated LCD projector and documented, funded and sustained through site gift funds. All school sites and classrooms have Internet access via the Ethernet network. The network is operated and maintained by Technology and Information Services (TIS) with physical wiring support from Maintenance and Operations (M&O).

Hardware required for administrative tasks: TIS Data Center is the central point for the District's computing services. This data center provides connections to the Orange County Department of Education (OCDE) and is the central hub of the District-wide area network. The systems in the TIS Data Center are accessed by computers at District facilities and school sites. Individual school sites access the District computing services daily for Student Information System (SIS), Financial, Purchasing, Personnel and collaboration resources. District desktop hardware standards allow the District to provide support in an efficient and cost effective manner.

Generally, each classroom has two to four data jacks and electrical outlets that computers can be plugged into for network access. Some classrooms (such as computer labs) may have more than two connections and up to 40 network connections to support lab computers. Schools, in general terms, have enough electrical capacity to support the

technology they need. The District has standardized specifications for wiring existing and new portable and permanent classrooms.

Networking, Internet and Telecommunications Infrastructure

The CUSD network was originally designed and implemented in 1996. Since that time, there have been numerous changes and upgrades made. Internet connectivity within the District is very robust. The District currently has a 3 Gb connection provided by Cox Internet Service Provider (ISP). The District network is configured in a hub and spoke design. Each site within the District has a 500Mb -1 Gig fiber connection. There is also full wireless infrastructure at all of the 56 sites, with plans in 2015-16 to add additional coverage at school sites. All sites also have a 10 Gig capable Cisco network to support future growth.

The District telecommunications infrastructure is a combination of traditional telephone systems with newer phone system technologies. The District added Voice over IP (VoIP) at the District Office and at over twenty school sites that has provided a service cost savings. Over time, the District intends to expand this out to all of the sites to realize further savings.

Existing Network & Telecommunications Infrastructure:

The District's Wide-Area Network (WAN) consists of a fiber network provided by Cox Communications. An individual point to point fiber connection is provided to each individual school site and District facility that provides asynchronous speeds of 300Mb+ connection speeds from the site to the TIS data center. The TIS data center has a 10 Gb fiber connection into the Cox Communications infrastructure that provides the Virtualized Local Area Network (VLAN) infrastructure to provide the individual circuits to each remote site.

The TIS data center also has a 1 Gb fiber connection with Cox Communications to the Thornsley Center data center to provide access to resources for the users at that building. The Thornsley Center data center is also a remote data center that provides some redundancy of servers.

The TIS data center also has a 3Gig connection to the Orange County Department of Education (OCDE) provided by COX. This connection provides Internet access, connection to the CENIC/K12HSN network as well as access to resources at OCDE including Payroll and other on-line services. We regularly review our bandwidth requirements for this circuit and upgrade to higher speeds as the bandwidth needs increase in line with eRate regulations.

WIG I - Teaching and Learning

Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

LCAP Goal 1 - students demonstrate academic growth and proficiencies needed to leave TK-12 college and career ready

CUSD believes that we are preparing students for jobs that haven't been invented yet, and that in order for all students to be successful and ready for college and careers, they need to have access to technology from an early grade, and need to have exposure to the digital literacy skills laid out in the CUSD Digital Literacy for the K-12 Classroom document. State of the art, standards-aligned curriculum (textbooks) will be available online and we are preparing for that. We recommend that curriculum adoptions should lend themselves to all digital platforms giving students access to the curriculum from any Internet-connected device. We also believe that teacher-student relationships are one of the most important factors in increasing student engagement and instilling a desire to learn and we know that technology can help improve relationships through a variety of means of communication, connectedness, assessments with immediate feedback to inform instruction, and the creation of a community in the classroom.

Goal 1: Prepare students to use digital tools and immerse them in digital literacy

Action Steps:

- Ensure technology integration is a part of CAGs (Curriculum Alignment Guides) and PGs (Pacing Guides) across the curriculum
- Continued SBAC (Smarter Balanced Test) preparation
- Technology Integration Professional Development for Instructional Coaches and Curriculum Specialists
- Summer PDA and/or SAMR-I academy (SAMR is a model of technology integration)
- Google Accounts for all students for use on and off campus
- Research possible tablet pilots in K-2 by 2016-17
- Information Literacy - Purposeful development of curriculum on how to search for valid information, cite information, etc. as outlined in the adopted CUSD Digital Literacy for the K-12 Classroom
- Create and implement a K-5 timeline of digital literacy skills as a progression framework to be adapted with Curriculum Specialists
- Digital Citizenship in accordance with CIPA, AB 307, and S 1492
 - Work with MTSS (Multi-tier System of Supports) department to modify Second Step lessons to incorporate digital citizenship aspects to positive behavior lessons.

- DLTs (Digital Literacy Teachers) in May/June of 2015 will evaluate free online content as well as paid content to create a pacing guide of digital citizenship lessons that must be taught each year for E-Rate compliance.
- Create a list of items that should be in all digital lessons - things to remember - “highly effective habits of digital teachers” - what do they do every time.
- Create lessons with curriculum specialists including highly effective habits of digital teachers - what should be mentioned at each lesson involving online research, images, etc.
- Research and implement accountability measures.

Goal 2: Utilize district-wide web-based Electronic Learning Programs (ELPs) that are research-based and provide formative and summative assessment data of student progress across standards.

Action Steps:

- Create guiding questions and a rubric to evaluate all current and future learning programs.
- Create a matrix of learning programs that support learning and MTSS, separate application for purchasing apps.
- Review all current ELPs and decide whether or not to continue support.
- Work with school sites to adopt or transition to approved resources.
- Create a rubric to approve any new programs to be adopted by a technology curriculum committee. Data driven decisions.
- Consider factors such as Special Education, ROP, Adult Education, and ELD (English Language Development) in the adoption of digital programs.
- Ensure MDM (Mobile Device Management) control of student devices for delivering apps.

Goal 3: Prepare students for success in college and career

Action Steps:

- Planning for online student portfolios
 - Research Naviance and Google compatability
 - Ensure 12th grade students can transfer work from Google to a personal account before graduation
- Student Email - Introduce High School Email in 2016-1017 and Middle School Email in 2017-2018 if High School program is successful
- Expand Chromebook Program
 - 2015-2016 4th grade, 6th-8th Math, 6 additional carts at each High School with equity considerations
 - 2016-2017 Expansion depends on budget available
 - 2017-2018 Replace 2013-2014 Pilot classrooms and be prepared to replace 2014-2015 Chromebooks, plus expansion as deemed prudent depending on available budget

- Stakeholders were very aware of the need to ensure that saving for grade levels already using Chromebooks to continue the program would take priority over expanding the program to new grade levels.
- Microsoft IT academy - to be offered through Cal Prep 2015-2016
 - Consideration of offering the certificates district-wide through Cal Prep 2016-2017
- ROP - Cisco and Microsoft IT Academy classes will be considered for Certificate programs
- Khan Academy - Javascripting, Differentiated instruction
- ICT Pathways at High Schools
- Hour of Code to be introduced to Elementary teachers through Tech Tuesdays and Digital Literacy
- Continued Professional Development of all teachers in Technology Integration aligned with WIG I

Goal 4: Enable online district-wide common assessments and automate data gathering from assessments for the data dashboard

- Utilizing online assessments to drive instruction and measure strengths and challenges across the standards for differentiated instruction.
- Technology to support data teams and collaboration between teachers and sites in order to advance teaching practices.

Professional Development

- Google Apps for Education
- Discovery Education
- Typing Agent
- SAMR model with specific classroom applications
 - Socratic Seminars, DBQs (Document Based Questions), online collaboration
- Information Literacy
- Digital Citizenship
- Data Dashboard
- Naviance (2017-2018)
- Training for TIS Staff on technical items to support all of the above

Staffing

- Educational Technology Coordinator position to be added in Road to Recovery II
- Technical staffing ratios to numbers of devices added will be considered

Evaluation

- Brightbytes surveys for data on digital literacy (assess the level of implementation of SAMR and technology integration and innovation)

LCAP Goal 2 - Provide interventions for academically, behaviorally and socially/emotionally at risk students.

The District is currently working with a number of current partners and possible future vendor partners to harness the power of data to identify students in need of interventions. TIS will support all departments as vendors are chosen for a data dashboard. Programmers will be needed to ensure that the data our teachers and administrators need can be found easily and reports can be generated that can help to guide interventions, as well as signal early warnings for needed interventions.

Goal 1: Develop purchased Illuminate data dashboard to integrate assessment, attendance, and other data sets in order to support all students and teachers.

Action Steps:

- The District has selected Illuminate to provide a data dashboard and to create district-wide common assessments for assessment in grades 1-12 in English and Math for fall 2015-2016.
- District-wide Common Assessments will be created for grades 1-12 in Science and History/Social Studies in fall 2016-2017.

Goal 2: Support Special Education and MTSS by increasing collaboration between departments and increased communication between staff members.

Action Steps:

- Increased connection between Special Education and the Educational Technology department through monthly meetings.
- Support collaboration between departments by training on Google Apps.

Staffing

- 2 programmers, 2 data analysts

Evaluation

- Monitoring of data integration from multiple sources into the Illuminate data dashboard
- Notes SPED/Ed Tech meetings

Professional Development

- Training as needed on data dashboard and assistive technology
- Training of TIS technical staff on Illuminate in order to support classrooms with basics of logging in, running reports.

LCAP Goal 3 - Increase the number of K-12 student offerings reflecting a broad course of study for college and career readiness.

The goals listed below are adding specifics to items mentioned under LCAP goal 1

Goal 1: Consider online and blended learning opportunities for increasing student offerings that are available without travel or across District sites.

Action Steps:

- Offer the Microsoft IT Academy certifications through Cal Prep for all Cal Prep students (2015-2016)
- Offer the Microsoft IT Academy certifications through Cal Prep for all HS students in the District (2016-2017)
- Research other online certifications that are available to students as a purely online model such as Cisco certifications.
- Research online courses that could be taught by one teacher at one site to students from multiple sites with similar interests. Build classes using students from multiple sites to justify class existence.
- Consider adding Microsoft Office certifications to the CCP courses.
- Consider adding web design courses to Middle and/or High School.

Goal 2: Begin with exposure to coding and computer sciences in elementary school in order to expand STEM interest in students and develop college and career ready technical skills.

Action Steps:

- Market and emphasize the Hour of Code
- Work with Saddleback College to offer coding and game development clubs after school at Elementary and Secondary sites.
- Train teachers to use Khan Academy to differentiate instruction including software development and coding.
- Increase Offerings at Cal Prep
- CTE/ROP

Evaluation

- Track numbers of Microsoft and other certifications earned by students

Training

- Offer training on Khan Academy and Hour of Code through Tech Tuesdays and Instructional Coaches at the Elementary level.

WIG II - Communications

Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

LCAP Goal 4 - Expand parent and community engagement to include representation of all students

Goal: Increased parent and student engagement through various technology resources.

Action Steps:

- Continue encouraging use of the AERIES Parent Portal to get usage over 90%
- Finalize and promote the CUSD Mobile App
- Utilize School Messenger and all of the components
- Illuminate Data Dashboard reporting for informed conversations with Parents
- PTA/Parent involvement in Technology Plan stakeholder committee January, March, April of 2015
- Website Upgrades
 - Site responsibility for website management
- School Loop/LMS - RFP for Learning Management System in 2015/2016

Evaluation:

- Track usage of parent portal (by site, class, etc) and downloads of CUSD mobile app

Training:

- Offer inter-departmental training on School Messenger
- Train on new LMS (Learning Management System) after adoption

WIG III - Facilities

Optimize facilities and learning environments for all students.

LCAP Goal 5 - Develop a multi-year plan to enhance facilities that are clean, safe, healthy, functional, and appropriate to foster academic achievement. Increase the number of student and staff technological devices required to support 21st century learning.

Goal: Increase the Chromebook 1:1 deployment each year while planning for full refresh of Chromebooks from all past years.

Action Steps:

- Work with business services to identify funding sources for continued purchase and refresh.
- Decide as a District which grade levels and subjects will have 1:1 Chromebook carts based on curricular needs.
- Purchase and deploy Chromebooks, licenses, carts, mice, and headphones for all students in identified grade levels.
- Wireless infrastructure and APs plus consistent upgrades of wireless infrastructure and bandwidth increases. E-Rate has been written to increase the speed of the bandwidth across the duration of this plan and will add network access points to multiple sites.

Goal: Replace labs in primary and MS/HS where needed for subject-specific secondary classes.

Action Steps:

- Macs only in labs that have mac-specific software requirements that cannot be replicated with a PC or Chrome-based computer
- Research and test Chromebox/Chromebase for sites with full Google Apps adoption

Goal: Increase adoption of BYOD (Bring Your Own Device) at MS and HS, possibly k-3.

Action Steps:

- BYOD initiatives must be well-planned based on timelines established by the District
- Equity devices will be planned and purchased before implementation
- Parent surveys and parent information nights will be conducted at sites that implement BYOD
- MS/HS - BYOD without instructional change will continue to be allowed at all sites based on site instructional goals

Goal: Implement Baseline Classroom Technology Standards where possible

Action Steps:

- Work with sites and facilities to install:
 - Additional circuits/electrical infrastructure for BYOD

- short throw or ultra-short throw projectors off of walls or ceiling
- audio enhancement with student microphone, and teacher lapel microphone with audio connection for teacher computer
- Student computers in rooms without Chromebook carts
- Teacher technology
 - Laptop less than 5 years old with a refresh plan
 - Document Camera
- Additional to support
 - interactivity - projector-based interactivity for K-1
 - small iPad sets for PBL, centers, and interactivity
- Work with M&O on how to extend the projector life and fix projectors

Staffing:

- Technicians (TSS I) for A/V maintenance and Chromebook implementation

Evaluation:

- Evaluate bandwidth usage across BYOD adoptions.
- Number of rooms and sites brought up to baseline standard.

CAPISTRANO UNIFIED SCHOOL DISTRICT



DRAFT Digital Literacy in the K-12 Classroom

This scope and sequence is aligned to the Common Core State Standard requirements for Mathematics and English Language Arts & Literacy in History/Social Studies, Science and Technical Subjects as well as skills required for the Smarter Balanced Assessment

May 1, 2014

This work in this document has been heavily borrowed from the amazing work done by the good people in the Long Beach Unified School District and the Fresno County office of Education

Digital Literacy in the K-12 Classroom

History and Introduction to this Document

This scope and sequence of digital literacy skills for K-12 students and teachers in the Capistrano Unified School District has been adapted from the Common Core State Standards K-12 Technology Scope and Sequence created by the Long Beach Unified School District. They in turn utilized the work done by the Fresno Office of Education in creating the Recommended Digital Literacy and Technology Skills to Support the California Common Core Standards. Both educational institutions have done amazing work and should be congratulated and praised for the time and effort put in to their documents.

The skills listed in this document focus on scaffolding digital literacy skills from turning on devices in the first days of school to the intensive skills needed by our 12th graders as they head off into college and careers. Digital literacy will impact every job in the future, and we believe in the importance of starting students young and building on the skills each year. Technology skills, digital citizenship, information literacy, and other skills are all incorporated under the digital literacy umbrella, and all are vital skills to be introduced early and reinforced often as students work towards mastery and higher level skill development.

The skills contained herein include skills that will help students take the new online Smarter Balanced Assessment (SBAC) and reduce test anxiety through digital fluency. The skills also incorporate the NETS*S National Educational Technology Standards for Students that were adopted in 2007. Skills are focused on the English Language Arts Anchor Standards, the Mathematics Anchor Standards, and Mathematical Standards of Practice.

This document provides a roadmap for teachers and administrators to adapt curriculum to ensure that students are building digital literacy competency as well as technological skills for college and career readiness and online assessment.

English Language Arts Anchor Standards	Mathematics Standards
RL – Reading Standards for Literature RI – Reading Standards for Informational Text W – Writing SL – Speaking and Listening L - Language	MD – Measurement and Data G – Geometry EE – Expressions and Equations A – Algebra F – Functions SP – Statistics and Probability SMP – Standards of Mathematical Practice

Adapted from the amazing work done by Long Beach Unified School District and The Fresno County Office of Education on Digital Literacy and Technology Skills to Support the California Common Core State Standards and SBAC

Digital Literacy in the K-12 Classroom

Digital Literacy Categories		Alignment to CCSS/ SBAC	Skills	K	1	2	3	4	5
<p>Demonstrate proficiency in the use of computers and applications as well as an understanding of the concepts underlying hardware, software and connectivity.</p>	<p>Basic Operations</p>	<p>SBAC test taking skills</p>	Turn on a computer and login	I	R	M	M	M	M
		<p>SBAC test taking skills</p>	Use pointing device such as a mouse to manipulate shapes, icons; click on urls, radio buttons, check boxes; use scroll bar	I	R	M	M	M	M
		<p>SBAC test taking skills</p>	Use desktop icons, windows and menus to open applications and documents	I	R	M	M	M	M
		<p>SBAC test taking skills</p>	File management - saving documents	O	I	R	M	M	M
		<p>SBAC test taking skills</p>	Explain and use age-appropriate online tools and resources (e.g. tutorial, assessment, web browser)		I	R	R	M	M
	<p>W 6</p>	<p>Keyboarding</p> <ul style="list-style-type: none"> • Use proper posture and ergonomics • Locate and use letter and numbers keys with left and right hand placement. • Locate and use correct finger, hand for space bar, return/enter and shift key • Gain proficiency and speed in touch typing (numbers are adjusted WPM) • Students type adjusted 5 WPM x Grade level • 2nd = 5x2 = 10 WPM adjusted, 5th = 5x5 = 25 WPM 	I	R 5	R 10	R 15	R 20	R 25	
	<p>Word Processing</p>	<p>W 5, W 6, W 10</p>	Use a word processing application to write, edit, print and save simple assignments	I	R	R	M	M	M
		<p>W 5, W 6, W 10</p>	Use menu/tool bar functions (e.g. font/size/style/, line spacing, margins)		I	R	R	M	M
		<p>W 5, W 6, W 10</p>	Highlight text, copy and paste text		O	I	R	M	M
		<p>W 5, W 6, W 10</p>	Copy and paste images within the document and from outside sources. Insert and size a graphic in a document		I	R	R	M	M
<p>L 4</p>		Proofread and edit writing using appropriate resources (e.g. dictionary, spell checker, grammar, and thesaurus)		O	I	R	M	M	
<p>O - Optional for grade level I - Introduce R - Reinforce M - Mastery (ability to teach others)</p>									

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Digital Literacy in the K-12 Classroom

Digital Literacy Categories		Alignment to CCSS/ SBAC	Skills	K	1	2	3	4	5
Demonstrate proficiency in the use of computers and applications as well as an understanding of the concepts underlying hardware, software and connectivity.	Spreadsheet (Tables/ Charts and Graphs)	MD, SBAC testing skills	Demonstrate an understanding of the spreadsheet as a tool to record, organize and graph information				I	R	R
		SBAC testing skills	Identify and explain terms and concepts related to spreadsheets (i.e. cell, column, row, values, labels, chart graph)			O	I	R	M
		MD, SBAC testing skills	Enter/edit data in spreadsheets and perform calculations using formulas			O	I	R	R
		MD, SBAC testing skills	Use mathematical symbols e.g. + add, - minus, *multiply, /divide, ^ exponents				I	R	R
		RI 7	Use spreadsheets and other applications to make predictions, solve problems and draw conclusions				I	R	R
	Multimedia and Presentation Tools	W 6	Create, edit and format text on a slide		I	R	R	M	M
		W 6	Create a series of slides and organize them to present research or convey an idea			I	R	R	M
		W 6, SL 5	Copy and paste or import graphics; change their size and position on a slide			O	I	R	M
		W 6, SL 5	Use painting and drawing tools/ applications to create and edit work			I	R	R	M
		W 6, RL 7, SBAC testing skills	Watch online videos and use play, pause, rewind and forward buttons while taking notes	I	R	R	M	M	M
O – Optional for grade level I – Introduce R – Reinforce M – Mastery (ability to teach others)									

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Digital Literacy in the K-12 Classroom

Digital Literacy Categories		Alignment to CCSS/SBAC	Skills	K	1	2	3	4	5
Demonstrate the responsible use of technology and an understanding of ethics and safety issues in using electronic media at home, in school and in society.	Acceptable Use, Copyright and Plagiarism	Digital Citizenship	Explain and demonstrate compliance with classroom, school rules (Acceptable Use Policy) regarding responsible use of computers and networks	I	R	R	M	M	M
		Digital Citizenship	Explain responsible uses of technology and digital information; describe possible consequences of inappropriate use	I	R	R	M	M	M
		Digital Citizenship	Explain Fair Use Guidelines for the use of copyrighted materials,(e.g. text, images, music, video in student projects) and giving credit to media creators		I	R	R	M	M
		Digital Citizenship	Identify and explain the strategies for the safe and efficient use of computers (e.g. passwords, virus protection software, spam filters, popup blockers)		I	R	R	M	M
		Digital Citizenship	Demonstrate safe online communication practices, recognition of the potentially public exposure of communications and appropriate etiquette (student email introduced in 5th grade)			I	R	R	R
		Digital Citizenship	Identify cyberbullying and describe strategies to deal with such a situation	I	R	R	R	M	M
		Digital Citizenship	Recognize and describe the potential risks and dangers associated with various forms of online communications		I	R	R	M	M
O - Optional for grade level				I - Introduce		R - Reinforce		M - Mastery (ability to teach others)	

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Digital Literacy Categories		Alignment to CCSS/SBAC	Skills	K	1	2	3	4	5	
Demonstrate the ability to use technology for research, critical thinking, decision making, communication and collaboration, creativity and innovation.	Research and Gathering Information	RI 6, RI 7, RI 5, RI 9	Understand the difference between natural language searching and advanced searching techniques and utilize both techniques to efficiently search for information	I	R	R	R	M	M	
		RI 5, RI 7	Use age appropriate technologies to locate, collect, organize content from media collection for specific purposes, citing sources	I	R	R	R	M	M	
		RI 5, RI 7	Perform basic searches on databases, (e.g. library, card catalog, encyclopedia) to locate information			I	R	M	M	
		RI 5, RI 7	Evaluate teacher-selected or self-selected Internet resources in terms of their usefulness and validity for research	I	R	R	R	M	M	
		RI 7	Use content specific technology tools (e.g. environmental probes, sensors, and measuring devices, simulations) to gather and analyze data			O	I	R	M	
		RI 6, RI 7, RI 9	Use Web 2.0 tools (e.g. online discussions, blogs and wikis) to gather and share information			O	I	R	M	
		RL 7	Identify and analyze the purpose of a media message (to inform, persuade and entertain)	I	R	R	R	R	M	
	Communication and Collaboration	W 6	Work collaboratively online with other students under teacher supervision			I	R	R	M	
		W 6, W 10	Use a variety of age-appropriate technologies (e.g. drawing program, presentation software) to communicate and exchange ideas		I	R	R	M	M	
		W 6, W 10 SL 2, SL 5	Create projects that use text and various forms of graphics, audio, and video, (with proper citations) to communicate ideas			I	R	R	M	
		W 6, W 10 SL 3	Use teacher developed guidelines to evaluate multimedia presentations for organization, content, design, presentation and appropriateness of citations			O	I	R	R	
		W 6, W 10 SL 1	Use district approved Web 2.0 tools for communication and collaboration			I	R	R	M	
			O – Optional for grade level	I – Introduce	R – Reinforce	M – Mastery (ability to teach others)				

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Digital Literacy in the K-12 Classroom

Digital Literacy Categories		Alignment to CCSS/SBAC	Skills	6	7	8	9	10	11	12
Demonstrate proficiency in the use of computers and applications as well as an understanding of the concepts underlying the hardware, software and connectivity.	Basic Operations	Technology Operations & Concepts	Identify successful troubleshooting strategies for minor hardware and software issues/problems (e.g., "frozen screen")	I	R	R	M	M	M	M
		Technology Operations & Concepts	Independently operate peripheral equipment (e.g., scanner, digital camera, camcorder), if available	I	R	M	M	M	M	M
		Technology Operations & Concepts	Compress and expand large files	I	R	M	M	M	M	M
		Technology Operations & Concepts	Identify and use a variety of storage media (e.g., DVDs, flash drives, school servers, and online storage spaces), and provide a rationale for using a certain medium for a specific purpose	I	R	M	M	M	M	M
		W 6	Demonstrate automaticity in keyboarding skills by increasing accuracy and speed (For students with disabilities, demonstrate alternate input techniques as appropriate) 5 WPM (adjusted) x grade level (e.g. 10 th x 5 = 50 WPM adjusted)	M 30	M 35	M 40	M 45	M 50	M 55	M 60
		Creativity & Innovation	Identify and assess the capabilities and limitations of emerging technologies	I	R	R	R	M	M	M
	Word Processing	W 5, W 6, W 10	Demonstrate use of intermediate features in word processing application (e.g., tabs, indents, headers and footers, end notes, bullet and numbering, tables.	I	R	R	M	M	M	M
		W 5, W 6, W 10, SL 5	Apply advanced formatting and page layout features when appropriate (e.g., columns, templates, and styles) to improve the appearance of documents and materials	I	R	R	M	M	M	M
		W.5, W6, W 10	Highlight text, copy and paste text	M	M	M	M	M	M	M
		W 5, W 6, W 10, SL 1	Use the Comment function in word processing programs (including online) for peer editing of documents	I	R	M	M	M	M	M
		W 5, W 6, W 10, SL 1	Understand and Use "change tracking" features of word processing programs and websites for peer editing	I	R	R	M	M	M	M
		O - Optional for grade level	I - Introduce	R - Reinforce	M - Mastery (ability to teach others)					

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Digital Literacy Categories		Alignment to CCSS/SBAC	Skills	6	7	8	9	10	11	12
Demonstrate proficiency in the use of computers and applications as well as an understanding of the concepts underlying hardware, software and connectivity.	Spreadsheet (Tables/ Charts and Graphs)	F, SMP 5, RI 7	Use spreadsheets to calculate, graph, organize, and present data in a variety of real-world settings and choose the most appropriate type to represent given data	I	R	R	R	M	M	M
		F, SMP 5, RI 7	Enter formulas and functions; use the auto-fill feature in a spreadsheet application	I	R	R	R	M	M	M
		F, EE, SMP 5, RI 7	Use functions of a spreadsheet application (e.g., sort, filter, find)	I	R	R	M	M	M	M
		EE, SMP 6	Use various number formats (e.g. scientific notations, percentages, exponents) as appropriate	I	R	M	M	M	M	M
		F, SMP 5, RI 7	Use advanced formatting features of a spreadsheet application (e.g., reposition columns and rows, add and name worksheets)	I	R	R	M	M	M	M
		SMP 5, RI 7	Differentiate between formulas with absolute and relative cell references			I	R	M	M	M
		SMP 5, RI 7	Use multiple sheets within a workbook, and create links among worksheets to solve problems		O	I	R	M	M	M
		SMP 5, RI 7	Import and export data between spreadsheets and other applications		O	I	R	M	M	M
	Mathematical Applications	G, SMP 5	Draw two and three dimensional geometric shapes using a variety of technology tools	I	R	R	M	M	M	M
		EE, SMP 5	Use and interpret scientific notations using a variety of technology applications			I	R	M	M	M
		EE, A, F, SP, SMP 5 W 8, SL 5	Explain and demonstrate how specialized technology tools can be used for problem solving, decision making, and creativity in all subject areas (e.g., simulation software, environmental probes, computer aided design, geographic information systems, dynamic geometric software, graphing calculators)	I	R	R	R	M	M	M
O – Optional for grade level		I – Introduce		R – Reinforce			M – Mastery (ability to teach others)			

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Digital Literacy in the K-12 Classroom

Digital Literacy Categories		Alignment to CCSS/SBAC	Skills	6	7	8	9	10	11	12
Demonstrate proficiency in the use of computers and applications as well as an understanding of the concepts underlying hardware, software and connectivity.	Multimedia and Presentation Tools	SL 5, SL 4	Create and present presentations with limited text or single images per slide in order to avoid plagiarism, engage audiences, and prove content knowledge	I	R	R	R	M	M	M
		SMP 3, SL 5	Create presentations for a variety of audiences and purposes with use of appropriate transitions and animations to add interest	R	R	M	M	M	M	M
		SMP 5, W 6	Use a variety of technology tools (e.g., dictionary, thesaurus, grammar checker, calculator/graphing calculator) to maximize the accuracy of work	R	R	M	M	M	M	M
		SL 5	Make strategic use of digital media in presentations to enhance understanding	R	R	R	R	M	M	M
		W 6, SL 5	Use painting and drawing tools/ applications to create and edit work	R	R	M	M	M	M	M
		RL 7, RI 7, SBAC testing skills	Use note-taking skills while viewing online videos and using the play, pause, rewind and stop buttons	R	R	M	M	M	M	M
		SMP 3, SL 5	Independently use appropriate technology tools (e.g., graphic organizer, audio, visual) to define problems and propose hypotheses	I	R	R	R	R	M	M
Demonstrate the responsible use of technology and an understanding of ethics and safety issues in using electronic media at home, in school and in society.	Acceptable Use, Copyright and Plagiarism	Digital Citizenship	Comply with the district's Acceptable Use Policy related to ethical use, cyberbullying, privacy, plagiarism, spam, viruses, hacking, and file sharing	R	M	M	M	M	M	M
		Digital Citizenship	Explain Fair Use guidelines for using copyrighted materials and possible consequences (e.g., images, music, video, text) in school projects	R	M	M	M	M	M	M
		Digital Citizenship	Analyze and explain how media and technology can be used to distort, exaggerate, and misrepresent information	I	R	R	R	M	M	M
		Digital Citizenship	Give examples of hardware and applications that enable people with disabilities to use technology	I	R	R	M	M	M	M
		Digital Citizenship	Explain the potential risks associated with the use of networked digital environments (e.g., internet, mobile phones, wireless, LANs) and sharing personal information	R	R	M	M	M	M	M
O - Optional for grade level		I - Introduce	R - Reinforce	M - Mastery (ability to teach others)						

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Digital Literacy in the K-12 Classroom

Digital Literacy Categories		Alignment to CCSS/SBAC	Skills	6	7	8	9	10	11	12
Demonstrate the ability to use technology for research, critical thinking, decision making, communication, collaboration, creativity and innovation.	Research (Gathering and Using Information)	RI 5, RI 7	Identify probable types and locations of Web sites by examining their domain names (e.g., edu, com, org, gov, au)	I	R	M	M	M	M	M
		RI 5, RI 7	Use effective search strategies for locating and retrieving electronic information (e.g., natural language vs. Boolean logic operators)	R	R	M	M	M	M	M
		RI 5, RI 7	Use search engines and online directories. Explain the how various search engines differ and how they rank results	I	R	R	R	M	M	M
		RI 7	Use appropriate academic language in online learning environments (e.g., post, thread, intranet, discussion forum, drop box, account, and password)	I	R	M	M	M	M	M
		RI 5, RI 7, SMP 3	Explain how technology can support communication and collaboration, personal and professional productivity, and lifelong learning	I	R	R	M	M	M	M
		RI 5, RI 7	Write/Create correct in-text citations and reference lists for text and images from all sources in acceptable formats	R	R	R	M	M	M	M
		RI 5, RI 7	Use Web browsing to access information (e.g., enter a URL, access links, create bookmarks/favorites, print Web pages)	R	R	M	M	M	M	M
		RI 7, RI 10, SMP 5	Use and modify databases and spreadsheets to analyze data and propose solutions	I	R	R	M	M	M	M
		RI 7, SMP 3	Develop and use guidelines to evaluate the content, organization, design, use of citations, and presentation of technologically enhanced projects	I	R	R	R	M	M	M
O - Optional for grade level		I - Introduce		R - Reinforce		M - Mastery (ability to teach others)				

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Digital Literacy in the K-12 Classroom

Digital Literacy Categories		Alignment to CCSS/SBAC	Skills	6	7	8	9	10	11	12
Demonstrate the ability to use technology for research, critical thinking, decision making, communication, collaboration, creativity and innovation.	Communication and Collaboration	W 6, W 10, SL 5, SMP 5, RI 7	Use a variety of media to present information for specific purposes (e.g., reports, research papers, presentations, newsletters, Web sites, podcasts, blogs), citing sources	R	R	M	M	M	M	M
		W6, W 10, SL 2, SL 5, SMP 3	Demonstrate how the use of various techniques and effect (e.g., editing, music, color, rhetorical devices) can be used to convey meaning in media	I	R	R	R	M	M	M
		RI 6, RI 7, RI 9, SMP 3, SL 5	Use a variety of district approved Web 2.0 tools (e.g., e- mail discussion groups, blogs, etc.) to collaborate and communicate with peers, experts, and other audiences using appropriate academic language	R	R	M	M	M	M	M
		W 6, W 10, SL 3	Use teacher developed guidelines to evaluate multimedia presentations for organization, content, design, presentation and appropriateness of citations	R	R	R	M	M	M	M
		RI 6, RI 7, RI 9, SMP 3	Plan and implement a collaborative project with students in other classrooms and schools using telecommunications tools (e.g., e-mail, discussion forums, groupware, interactive Web sites, video-conferencing, collaboration software)	I	R	R	R	M	M	M
O – Optional for grade level		I – Introduce	R – Reinforce	M – Mastery (ability to teach others)						

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RESIDENCY VERIFICATION FORM

Current School:

Student Perm. ID:

Please check here if address is different than last year

The Capistrano Unified School District may ONLY enroll students whose Parent(s) or Guardian(s) reside within school district boundaries (Education Code 48204) and can provide proof of residence. This form has been provided to help us verify the location of your residence. In cases in which residency is in question, the principal or designee or law enforcement can investigate by making a home visit. Residency verification is a parent responsibility and falsification of information provided on this document will be grounds for immediate transfer to the students school of residence. Please attach copies of the information requested below so that we may legally enroll/re-enroll your child in the Capistrano Unified School District:

Student Name: (Last Name) (First Name) DOB: Grade:

Parent/Guardian Name: (circle one above) Home Phone #: Work Phone #

Address: Number Street City Zip Code

Please check the box below indicating the form you will submit as residency verification that reflect your name and the current address you list above:

- Current Mortgage Statement
Rental Agreement
An Escrow Statement followed by verification of closing documents is acceptable

Please check the box below indicating the form of Verification of Identity you will submit as the student's parent, caregiver, licensed foster agency or group home representative, or California Superior Court-appointed legal guardian

- A Driver's License (any photo driver's license or CA ID Card is permitted) or,
A passport with photo ID
If an agent or representative of social services or foster care agency, appropriate identification.

Please check the box below indicating the two forms you will submit as residency verification that reflect your name and the current address you list above:

- Current Electric bill (both parts, top & bottom, in English) or verification of electrical service connection.**
Current Southern California Gas bill (both parts, top & bottom, in English) or verification of gas service connection.**
Current Property Tax (from the County)
Current Water or Sewer (both parts, top & bottom, in English) or verification of water service connection.**
Current Social Services documents
If you are a renter and do not pay utilities because it is included in the rent, we will need a letter from the lessor and/or a copy of the rental agreement stating that utilities are included.

* Note: In the event a utility service connection is used as proof of residency, then a utility bill (both parts, in English) must be provided within 45 days to assure continued enrollment. (Home visitations are made during the first six months of attendance.)

Residency Affidavit Form

- Complete Residency Affidavit Form attached.

Please do not sign this form if any statements above are incorrect.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Parent/Guardian: Date:

Staff Data: Referring School: School Office: Phone: Date:



RESIDENCY VERIFICATION FORM

Capistrano Unified School District
RESIDENCY VERIFICATION AFFIDAVIT
(Please complete one form for each school)

Current School:

Student Perm. ID:

HOME OWNER RENTER CO-RESIDENT(See Co-Resident Form) OTHER (Specify)

California law requires all persons between the ages of 6 and 18 to attend the school district in which their parents reside unless a specific statutory exception applies. (See Cal. Educ. Code §§ 48200, et seq.) The Capistrano Unified School District ("District") is required to take appropriate steps to ensure that students attending its schools satisfy applicable laws. This Residency Verification Form must be completed, signed and submitted with appropriate documentation demonstrating compliance with California's residency laws.

DO NOT SIGN THIS FORM IF ANY OF THE STATEMENTS IS INCORRECT. Evidence that false information was provided will result in immediate withdrawal of the student from school and may lead to criminal and/or financial penalties.

Student: Last Name First Name School: Grade:

Parent: Home Phone: () Work/Call Phone: ()

Address: Number Street City Zip Code

NOTE: If legal custody of the student is split between two parents, you must provide a certified copy of the court order identifying each parent's respective physical and legal custody award. You also must inform the District of any changes to the court order within (5) days.

Please list below the names of additional siblings who attend the same school:

Student: (Last Name) (First Name) School: Grade:

Student: (Last Name) (First Name) School: Grade:

Student: (Last Name) (First Name) School: Grade:

Student: (Last Name) (First Name) School: Grade:

Student: (Last Name) (First Name) School: Grade:

Student: (Last Name) (First Name) School: Grade:

Student: (Last Name) (First Name) School: Grade:

Student: (Last Name) (First Name) School: Grade:

Student: (Last Name) (First Name) School: Grade:



RESIDENCY VERIFICATION FORM

Current School:

Student Perm. ID:

I acknowledge and agree to the following: (initial each statement below):

My student (listed above) resides with me at least five (5) days per week at the address listed above, which is my primary residence.

NOTE: If your child does not reside with you five (5) days per week at the above-listed address, please initial here instead, and attach a written explanation of where and with whom your child resides each day of the week.

I agree to notify the District/School within (5) days when I change my residence or that of my student to a new address, either within or outside the District.

Home visitation and/or other residency verification is part of a periodic process to confirm current residency status.

The District will actively investigate all cases where it has reason to believe that residency status has changed and/or false information has been provided, including the use of private investigators to verify residency status. Verification may include home visits.

The District may refer cases in which false information has been intentionally provided under penalty of perjury to the District Attorney's office for further action and/or file a civil action to recover damages incurred as a result of providing false information.

Persons signing a false statement under penalty of perjury is a crime punishable by law. (Family Code §6552; Penal Code §118, 125)

Investigations that reveal students have enrolled on the basis of providing false information will lead to disenrollment and/or withdrawal from the District.

I swear (or certify) under penalty of perjury that the foregoing is true and correct, and that any and all copies of documents submitted to verify my residency are true and correct copies of the original documents, and that any and all documents submitted have not been altered except for the crossing out of dollar amounts and account numbers, which is permitted for the purposes of this Residency Verification Affidavit.

Executed on the date below in the County of _____, California.

Signature of Parent

Date

*In order to validate the residency affidavit, the parent/legal guardian signature must be witnessed by an adult who is not a family member.

Witness

Date



RESIDENCY VERIFICATION FORM

Current School:

Student Perm. ID:

Capistrano Unified School District
CO-RESIDENCY SUPPLEMENTAL FORM
(Supplement to Residency Verification Affidavit)

This Co-Residency Supplemental Form must be completed and attached to the Residency Verification Affidavit only by those parents/guardians who share a home with another individual or family member.

The primary resident/owner of the shared home is required to complete this section and attach a copy of the following items below:

- His/hers driver's license or passport with photo ID
Two proofs of residency from the list on the Residency Verification Form:

I, (primary resident/owner) declare that I am the primary resident/owner of the address listed on Page 1 of this Residency Verification Affidavit and that the person(s) claiming the address on Page 1 reside(s) with me at least five (5) days per week. I further declare that all of the information provided in this Residency Verification Affidavit, including information provided by the parent(s)/guardian(s), is true and correct. I understand that home visitation and/or residency verification is a part of a periodic process to confirm residency established by a Residency Verification Affidavit. I will submit the required pieces of evidence to verify my residency. I agree to notify the Capistrano Unified School District if there is any change in the status of the residency of the persons listed on Page 1 or myself.

I swear (or certify) under penalty of perjury that the foregoing is true and correct.

Executed on the date below in the County of , California.

Signature of Primary Resident/Owner*

Date

* in order to validate the residency affidavit, the signature of the Primary Resident/Owner must be notarized by a public notary.

Subscribed and sworn to before me this day of , 20.

Notary Public

Date

RESIDENCE VERIFICATION UPDATE

Capistrano Unified School District



History

- The four Ladera Ranch Schools; Oso Grande, Chaparral, Ladera Ranch Elementary and Middle school are significantly impacted.
- Parents expressed concerns that non-resident students were contributing to the overcrowding.
- In the Spring of 2015, The District required residency verification for Ladera students, with the intent of referring non residents back to their home school.
- District Staff followed up with families that did not submit documentation or submitted suspicious documentation.
- A private investigator assisted in conducting residence checks to ensure proper residency.

Expectations and Timeline

- The District notified parents of the required residency verification for Ladera students in early May 2015.
- Acceptable verification documents includes: current utility bill (gas, electric, water or sewer) AND current mortgage or lease/rental agreement. An escrow statement followed by verification of escrow closing is an acceptable substitute.
- Documentation was to be submitted daily from 7:00 a.m. – 4:00 p.m. at the school's reception desk from May 5th until May 22, 2015. On May 11, 12, 19 and 20th the hours were extended to 7:00 p.m.
- The deadline for submission was May 22, 2015, at 3 p.m.

Verification Pilot

- Documentation that was outdated or suspicious was turned over to the District for further investigation. In most cases, an Investigator conducted a residence check.
- The children of families that did not show proof of residency after multiple requests were dis-enrolled.

Methods of Identifying Students for Investigation

- School sites reporting suspicious documentation
- Returned mail
- Online fraudulent address reporting

Investigation

- The private investigator would go directly to the student's reported address to verify residency.
- In some cases, the District was notified that the student was living at a different address. In those cases the investigator would go to the reported address.
- In numerous situations the investigator found the residence vacant, or through a property manager or neighbor determined the student never lived there or had moved.
- The investigator submits a brief report with his findings to the District for follow up.

Investigation Results

Student address verification list for 2015/ 2016 School Year

This is as of September 14, 2015

	Cases received from school	Cases confirmed as living at address of record	Students found not to live at address of record
Chaparral Elementary School	11	5	6
Las Flores Middle School	2	0	2
Ladera Ranch Elementary School	49	34	15
Ladera Ranch Middle School	40	27	13
Marco Forster Middle School	1	0	1
Newhart Middle School	1	0	1
Oak Grove Elementary School	26	20	6
Palisades Elementary School	4	4	0
San Juan Hills High School	3	1	2
DH Hills High School	1	1	0
Tesoro Hills High School	1	0	1
Totals	139	92	47

Cost

- For the additional staffing to cover the address verification, each site was allocated an additional 70 hours of clerical time at a cost of approximately \$5600.
- The cost of the private investigator is \$55 per hour plus mileage, the total cost to date is \$7,455.45 for 139 residency checks.

Residency Verification Form

- A neighboring District utilizes a residency verification for which requires parent to sign an affidavit verifying their residency.
- CUSD Staff modified the Residency Verification form.
- The form was vetted through legal counsel to ensure compliance with the education code.

Next Steps

- It is recommended that staff continue residency verification at all Ladera schools utilizing the private investigator for home visits.
- It is also recommended that the Residency Verification form be piloted at other impacted sites such as Tesoro , VDMES and VDMMS prior to second semester.
- The estimated cost to support this pilot would be approximately \$5685.



Questions

**JOINT POWERS AUTHORITIES:
ISSUES OF VIABILITY, CONTROL,
TRANSPARENCY, AND SOLVENCY**

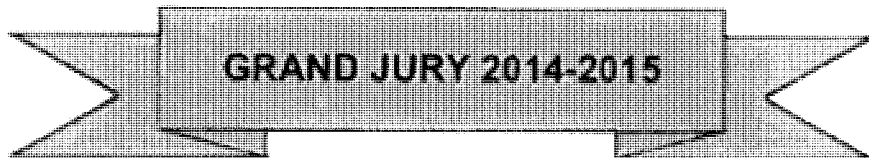


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EXECUTIVE SUMMARY

Joint Powers Authorities (JPAs) (also referred to as Joint Power Agencies) are California organizations set up by California Government Code section 6500. This code section allows for two or more existing public agencies to jointly agree to perform a specific service for each of the member agencies. The intent was to enable that service to be accomplished with a larger economy of scale resulting in financial benefit to the taxpayers. The code also permits this agreement to authorize the creation of a separate legal entity (authority or agency) with the full power of a separate legal entity. Consequently, a JPA has the responsibility to report as a separate legal entity and to provide accountability to its sponsor public agencies and the public through the county auditor-controller and State controller's office.

The Orange County Grand Jury has four concerns with regard to JPAs in Orange County. These concerns are (1) the viability of the JPAs with Redevelopment Agencies (RDAs) as members since RDAs were eliminated in 2012, (2) the use of JPAs by government organizations to be controlled by a single government entity, (3) the lack of true disclosure and transparency of their organization and financial information to taxpayers, and (4) the extreme debt to revenue ratio of some JPAs, which brings into question their solvency. For example, if a city sets up a JPA with another legal entity under its own direct control, such as an RDA, then the JPA has the potential to become just a "shell" organization under the control of the city. This organizational structure has the potential to cloak funds and accountability of those funds (City of Bell-like complexity). It also appears that not all JPAs provide financial information to the State Controller and the Orange County Auditor-Controller as required by law. Furthermore, the Orange County Auditor-Controller does not proactively provide the information it receives in a clear and easily accessible manner for the citizens of the County.

BACKGROUND

Joint Powers Authorities (JPAs) are California organizations set up by California Government Code section 6500. This code section allows two or more existing public agencies to mutually agree, and create an agreement, to perform a specific service for each of the signatory agencies. Essentially, a new organization is created that is completely separate from the member agencies. A JPA is so flexible that it can be applied to nearly any situation that benefits from having public agencies cooperate.

JPAs may be formed between local public entities, e.g., regional water districts, energy agencies, cities, counties, or other entities described in California Government Code section 6500. They can be formed for many different reasons such as, but not limited to, acquisition of land, construction, maintenance, financing, insurance pooling, and operations of facilities. The intention is to save member agencies, and ultimately taxpayers, time and money by sharing resources and combining services. JPAs exist for various reasons such as expanding regional wastewater treatment plants, providing public safety planning, constructing roads, building and setting up emergency dispatch centers, or financing new county jails. By sharing resources and combining services, the member agencies potentially save time, create efficiencies, reduce overlapping services, and reduce costs.

Statutory Authority of Joint Powers Agreements (JPAs)

Government agencies derive their authority from California Government Code sections 6500-6536, also called the Joint Exercise of Powers Act. JPAs can only administer powers that are specific to the individual agencies.

JPAs are different from other forms of government in that they are formed by mutual agreement by the member participants and are not formed by voter initiative or voted on by the electorate. Each JPA is unique. It reflects the agreement among member agencies for a common purpose. As a legally separate public agency, it can sue, be sued, hire staff, obtain financing, assume debt, and manage or lease property. Joint powers agreements usually protect their member agencies from the JPA's debts or other liabilities (Cypher & Grinnell, 2007, p. 12).

JPAs and Debt Approval Loophole

Local governments, such as a city, can issue revenue bonds, but they need majority-voter approval. If the bond measure is approved, then the local government sells revenue bonds to private investors to raise capital in order to build a public facility or for other designated purposes. As the interest and principal on the bonds become due, they are repaid from city tax revenues.

However, a JPA can issue bonds without holding a general election. California state law allows JPAs to issue revenue bonds without voter approval, provided that each of the member agencies adopts a separate local ordinance. Although local voters can force a referendum election on these local ordinances, this rarely occurs (Cypher & Grinnell, 2007, p. 13). As a result, a city could set up a JPA and have the JPA take on the debt, thereby circumventing the mandated public approval process.

Types of JPAs

There are no official categories for the types of JPAs, but their services fall into five broad groups (Cypher & Grinnell, 2007, p. 14):

- Public services: (e.g., police and fire protection)
- Financial services: (e.g., financing construction of public works such as city halls, bridges, and flood control projects)
- Insurance pooling and purchasing discounts: (e.g., pooling entities for lower insurance rates)
- Planning Services: (e.g., addressing and planning for topics of regional importance that go beyond city and county limits)
- Regulatory enforcement: (e.g., ensuring that member agencies adhere to federal and state laws and procedures by conducting educational seminars, formulating enforcement procedures, and maintaining an oversight role)

Funding of JPAs

According to "Governments Working Together: A Citizen's Guide to Joint Powers Agreements," by Trish Cypher and Colin Grinnell (Cypher and Grinnell, 2007), there are

two popular funding vehicles for JPAs: (1) create a revenue stream, and (2) raise capital through revenue bonds. While JPAs do not require voter approval to issue bonds, each member agency must pass an ordinance. Voters have a 30-day period to object through a referendum requiring a public vote. If there is no referendum petition filed, the JPA is free to sell bonds and use the proceeds to build, make improvements, or buy equipment.

JPAs that provide funding and issue bonds for multiple agencies may pay for the operations by collecting fees from their member agencies for bond services. Issuing and selling bonds is a complex process, and a joint effort by a JPA has the potential to facilitate the transactions. These JPAs have the potential to provide these services to smaller agencies wanting to issue bonds.

JPAs may also sell bonds to refinance their member agencies' debts. The process involves the JPA selling bonds and using the proceeds to "buy down" a member agency's debt. This is a practice used to pay off a member agency's debt, thus allowing that agency to refinance at a lower-interest rate. However, the state no longer allows JPAs to issue bonds for development outside their members' jurisdiction. JPAs cannot levy taxes or assessments; however, individual agencies can levy their own taxes and assessments.

JPA Control and Oversight

JPAs are subject to the Brown Act, the California Public Records Act, the Political Reform Act, and other public interest laws. As a separate legal entity, a JPA must self-monitor its actions and activities for its members since no state agency directly oversees it. County auditors should review the JPA financial reports, and county civil grand juries function as civil watchdogs (Cypher & Grinnell, 2007, p. 28). Several state agencies, including the Secretary of State, State Controller, and the California Debt and Investment Commission, collect reports and data from JPAs.

JPAs that fail to report their financial information to the State or the county violate California Government Code sections that pertain to JPAs. For example, Section 6505 requires "strict accountability of all funds and report of all receipts and disbursements" (Section 6505 (a)), and "an annual audit of the accounts and records of every agency or entity" (Section 6505 (b)). The sections do not specify whether the audit has to be external or internal. However, Section 6005 (c) requires that when an audit of an account and records is made, "a report thereof shall be filed as a public record with each of the contracting parties to the agreement and also with the county auditor of the county where the home office of the joint powers authority is located." In addition, Section 6505 (g) provides that "JPAs shall be exempt from the requirement of an annual audit if the financial statements are audited by the (State) Controller to satisfy federal audit requirements."

JPAs and Special Districts

A JPA *is not* a special district, even though it might provide the same services. A *special district* is a separate local government with its own governing body that delivers services to a dedicated community. Special districts rely on other State laws for their

existence and legal authority, and on elected boards of directors for their governance. Most special districts provide only a single service to a defined area, in contrast to county and city agencies that provide multiple services within their boundaries. While cities and counties must provide mandated services per federal and state law, special districts provide services for which the public is willing to pay. Examples include fire protection districts, water districts, pest abatement districts, etc.

Although a JPA is not a special district, its financial reporting requirements are the same. The State Controller is required by State law in SB 282 (Chapter 288) to make available annually, in a separate report published in an electronic format on the Controller's website, certain financial information about selected districts. This law amends Government Code section 12463.1 for reporting on the financials of "selected districts." It further clarifies the definition of "selected districts" to exclude school districts, but to include all other public entities including special districts, JPAs, and public benefit corporations. The information provided in this report is required to be published no later than June 30 following the end of the annual reporting period. The Controller is required to include in his or her report information that best illustrates the assets, liabilities, and equity of selected districts. Specifically, the Controller is required to include in this report a breakdown of each special district's (1) fund balance, which shall include the reserved and unreserved funds, typical for a nonenterprise district; (2) retained earnings, which shall include the reserved and unreserved funds, typical for enterprise districts; (3) fixed assets; and (4) cash and investments. The Controller may also include separate line items for "total revenues" and "total expenditures." When the report is available, the Controller is required to notify the Legislature, in writing, within one week of its publication. (SB No. 282, Chapter 288, 2001)

JPAs have both advantages and disadvantages over special districts. (Cypher & Grinnell, 2007, p. 22) The stated advantages are that they are flexible, easy to form, encourage synergy and cooperation between members, and allow for financing. However, abuse of this financing advantage is not in the best interest of taxpayers. The stated disadvantages are that they require mutual trust between the members, require management resolve to retain members, may be difficult to dissolve, and may not have clear lines of transparency and accountability.

JPAs with Redevelopment Agencies

Many California cities set up redevelopment agencies (RDAs) to fund their urban renewal efforts. These same cities then set up JPAs between the city and its own RDA. This resulted in each of these three legal entities being controlled by one organization, that is, the city council.

Governor Jerry Brown signed into law two bills that amended California Community Redevelopment Law in order to redress the state's ongoing budget deficit and to curtail abuses by redevelopment agencies that deviated from the original intent of redevelopment law. Assembly Bill x1 26 (ABx1 26) dissolved all California RDAs, effective October 1, 2011. This legislation prevented RDAs from engaging in new activities and outlined a process for winding down the RDA's financial affairs. It also set forth a process for distributing funds from the former RDAs to other local taxing entities.

In response, the California Redevelopment Association, the League of California Cities, and other parties filed petitions with the California Supreme Court challenging the constitutionality of ABx1 26. On December 29, 2011, the California Supreme Court upheld the constitutionality of ABx1 26. Although delayed by litigation, approximately 400 RDAs were dissolved on February 1, 2012, with the assets and liabilities transferred to Successor Agencies and Successor Housing Agencies pursuant to ABx1 26. The bottom line, however, is that even though California RDAs have been dissolved, and they no longer officially exist, in some cases their successor agencies still remain an active member of a JPA!

REASON FOR THE STUDY

Given the large number (71) of JPAs reported in Orange County (OC) and the complexity of JPAs, the Orange County Grand Jury (Grand Jury) anticipated that there could be four concerns with regard to JPAs in Orange County. These concerns are (1) the viability of the JPAs with RDAs as members, since RDAs were eliminated in 2012, (2) the use of JPAs by government organizations to be controlled by a single government entity, (3) the lack of true disclosure and transparency of their organization and financial information to taxpayers, and (4) the extreme debt-to-revenue ratio of some JPAs, which brings into question their solvency. The Grand Jury suspected that nearly one-fourth of the JPAs are no longer relevant, due to the elimination of RDAs, and for other reasons. The question to be answered is: Are the JPAs with RDAs as a member still relevant and viable?

It was also anticipated that there has been extensive public debt generated under these JPAs with limited understanding by the public. The reason for the study was to provide taxpayers with information regarding these organizations and the financial exposure facing the public. This information provided to the public may stimulate further public demands for inquiry on transparency and accountability.

METHODOLOGY

The Grand Jury first attempted to obtain a comprehensive list of all of the JPAs that were in Orange County. Lists were requested from both the County Auditor-Controller's Office and the State Controller's Office. Neither of these lists was determined to be complete. As a result, the Grand Jury proceeded to investigate Special District reports, city financial records, and County financial records and Internet files. The result was that the Grand Jury determined that there are currently 71 JPAs in Orange County. However, it should be noted that due to the lack of a consolidated list by any County or State organization, the actual number of JPAs may be more than 71.

Once the Grand Jury had a list of the known JPAs in Orange County, the Grand Jury sent out a request for information (RFI) letter to each organization. This letter requested confirmation that the entity was a JPA. In addition, information was requested regarding the JPA's organization, charter, financial data, and the disclosure of information by the JPA into the public domain (transparency). The data utilized in this report is primarily that data provided by the JPA itself. If there were issues with regard to

inconsistent or contradictory data that was provided, follow-up calls to confirm or correct information were conducted.

INVESTIGATION AND ANALYSIS

The Grand Jury identified 71 JPAs currently registered in Orange County. There could be more, but the absence of accurate State and County record keeping and reporting makes it practically impossible to confirm the exact number. The Grand Jury investigation's request for information to the OC Auditor-Controller revealed that the Controller knows the JPAs in which the County is a member, but does not have a list of all of the JPAs in OC and cannot confirm compliance of their submittal of required information for public access. In addition, the OC Auditor-Controller does not provide easy-to-use online access to the data submitted by the JPAs.

The investigation revealed some interesting facts about those JPAs that were identified. Nine of those have no debt, revenue, activity, or liabilities. This caused the Grand Jury to question their purpose and viability. Of the remaining 62 JPAs, 29 (or, 47%) have "Financing" as their primary service or activity. Fifteen of the 62 have at least one school district as a member. Eight of the 62 have "Insurance" listed as their primary service. Eighteen (or, 29% of the 62) still have an RDA listed as one of their member participants. The 62 new or currently active JPAs out of the total of 71 have \$1.1 billion in total revenue, \$1.2 billion in expenditures, \$4.3 billion in assets of which \$1.5 billion are in reserve, \$7.1 billion in debt, and over \$600 million in unfunded liability. The Grand Jury concluded that the JPAs in Orange County control a significant amount of public funds with a limited amount of oversight and disclosure to the taxpayers.

Viability

The following nine JPAs in Orange County have no currently reported revenues, expenditures, assets, or liabilities:

1. Buena Park Public Financing Authority
2. Capistrano Unified Public Financing Authority
3. Countywide Public Finance Authority
4. Fullerton Library Building Authority
5. Garden Grove Public Financing Authority
6. Newport-Mesa United School District Public Financing Authority
7. Stanton Public Financing Authority
8. Tustin Public Financing Authority
9. Westminster Public Finance Authority

The Grand Jury questions the rationale and continued expense by the members of these JPAs to keep these legal entities in existence.

The following 18 JPAs in Orange County still have an RDA listed as one of their member participants:

1. Anaheim Public Financing Authority
2. Brea Public Financing Authority

3. Buena Park Public Financing Authority
4. City of Fullerton Public Financing Authority
5. City of San Clemente Public Financing Authority
6. Costa Mesa Public Finance Authority
7. Fountain Valley Financing Authority
8. Garden Grove Public Financing Authority
9. Huntington Beach Public Financing Authority
10. La Habra Civic Improvement Authority
11. Mission Viejo Community Development Financing Authority
12. Rancho Canada Financing Authority
13. Santa Ana Financing Authority
14. Seal Beach Public Financing Authority
15. Stanton Public Financing Authority
16. Tustin Public Financing Authority
17. Westminster Public Financing Authority
18. Yorba Linda Public Financing Authority

JPAs with RDAs have another unique problem associated with them. The passing of the ABx1 26 forced the RDAs to cease to exist and to become successor agencies. These successor agencies were expressly prohibited from taking on additional redevelopment or debt, and were required to wind down and pay off their existing debt under a conservator's guidance and State oversight. Once the debt is fully paid off, the successor agency is to terminate. This is a key issue with regard to JPAs. Since many of the JPAs have RDAs as one of their members, that member is now a successor agency. Since this successor agency can no longer perform its original charter, the purpose of the JPA is no longer valid. The Grand Jury has determined that these legal entities no longer serve any viable purpose or benefit for taxpayers.

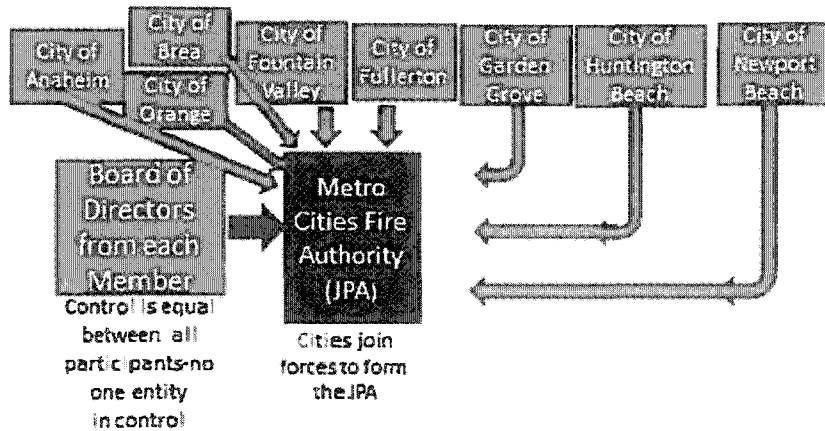
Control and Financial Loopholes

The Grand Jury determined that many different types of JPAs exist in Orange County. As a result, generalizations regarding their use or effectiveness cannot be easily made. State statutes authorize legal entities, such as cities, counties, school districts, or special districts to set up JPAs. These statutes give significant authority and latitude to these entities. As a result, many of these legal entities appear to set up JPAs which comply with the spirit of the law to provide financial benefit to the taxpayers. However, other JPAs may provide a legal means to avoid voter approval of debt decisions and to potentially mask financial accountability. This latter case is of significant concern since it is not in the best interest of taxpayers and does not provide for full transparency.

In its analysis, the Grand Jury has determined that "horizontal" JPAs appear to comply with the spirit of the law. These JPAs provide shared services such as insurance pools, training, area transportation, communication systems, workers compensation, area flood protection, and water supply to the community. JPAs were determined to be horizontal if their members were composed of similar entities that shared a common problem or opportunity. That is, each of the members was looking to delegate a function

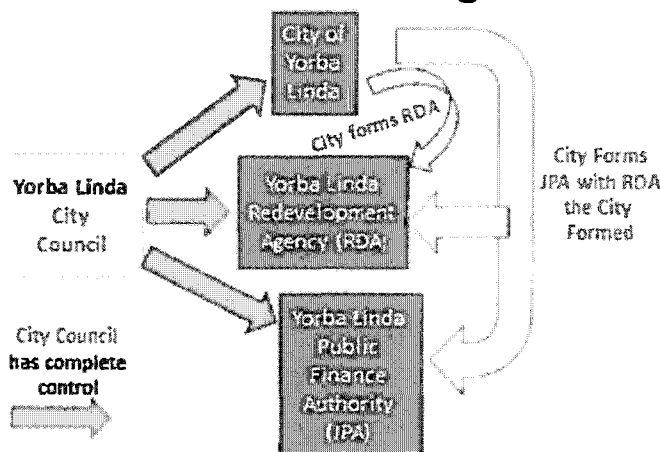
of their authority to a JPA in order to either improve the service that is provided or to reduce the cost through economies of scale. Each member in the JPA is motivated to have the JPA perform better than the individual member could do it alone. A JPA member is motivated to be looking out for their entity's best interest. As a result, if the JPA is not providing the desired results or improvements, then the member can withdraw from the JPA and go it alone. As a result, there are organizational checks and balances that tend to allow for self-correction and accountability. Many of these horizontal JPAs also tend to provide a real service to the community.

“Horizontal” JPA Structural Organization



However, the Grand Jury has determined that “vertical” JPAs do not appear to comply with the spirit of the law. These JPAs were determined to be vertical if their members were not similar entities but rather the same entity with a different organizational structure. That is, all of the members of the JPA were controlled by a single authority. The most common type of these JPAs is a finance JPA with a single city and the same city’s RDA as its members. Under this structure, the city sets up its own city’s RDA then “jointly” agrees to set up the financing JPA. As a result, the city council has authority over the city, the city’s RDA, and the city’s financing JPA. One entity is now controlling all three entities; hence, the name “vertical.” As a result, there are not the same checks and balances of membership or control as with a horizontal JPA.

“Vertical” JPA Structural Organization



The Grand Jury initially did not understand the benefit of having a vertical JPA since, in this model, the city council had control over all three entities. Clearly the city could perform these functions on its own behalf. Upon further investigation, the reasons became clearer, but the potential risk to the public also became clear and engendered concern. This understanding came from the lessons learned from the City of Bell fiasco.

The City of Bell was not able to borrow any more money to pay for the salaries that the officials had granted themselves due to Article XVI, Section 18 of the California Constitution, which prohibits cities, counties, and school districts from borrowing an amount in a given year that exceeds "...the income and revenue provided for such year" unless approval is obtained from at least 2/3 of the voters (California Constitution, Art. XVI, Sec.18). So, the City of Bell created a vertical JPA under its city council's control. The JPA now had the authority to issue debt without the approval of the voters. Since the JPA is a separate legal entity, the city is not responsible for its debt. As a result, the JPA did not have collateral to obtain a loan. So the city transferred an asset from the city to the JPA to be the collateral for the loan. Consequently, a loan was given to the JPA since the risk to the bond holders was secured. The money obtained from this loan was then transferred back to the city to pay for general obligations. This answers the question of how the City of Bell was able to borrow so much money without the ability to ever pay it back. In this case, the city taxpayers were not given their legal right to vote on the city adding additional debt upon itself. The taxpayers were also paying for the asset the city gave to the JPA twice. It was already a city asset paid by tax money and now it was being paid off again through the JPA loan.

Another example of potential abuse using a JPA is through a vertical financial JPA that involves contract leases in lieu of asset procurement. This technique has the city sign a long term lease agreement to their own JPA, with the JPA as the lessor. The

JPA then buys a building or builds a building. The JPA can obtain debt financing since it is holding a long term lease from the city as its collateral. This approach does not require voter approval of the debt or voter approval on the capital investment for the city. Since the city council has total control over this vertical JPA, they can direct the process and the decisions.

The structure of a vertical JPA with a single entity having control over all of the members is a legal organization in the State of California. However, the Grand Jury has concluded that this vertical JPA could be used by the single governing entity to bypass other legal constraints on that same entity. This structure breeds the temptation to acquire more debt without a ceiling limit like that imposed on city governments. This type of JPA can be used to circumvent the California Constitution which prohibits cities, counties, and school districts from borrowing an amount in a given year that exceeds "...the income and revenue provided for such year" unless approval is obtained from at least 2/3 of the voters (California Constitution, Article XVI, Section 18, "Debt"). The JPAs are not bound by this prohibition and do not need voter approval unless contested during the 30-day referendum period. Transparency is limited in this type of transaction because most taxpayers are unaware that a notice has been posted and there is no requirement to give it wide public dissemination. In addition, the opaque, layered structure gives the government the ability to obfuscate financial transactions within the parent organization and hence from the taxpayers. This is the equivalent of a "shell company" in business. The Grand Jury has concluded that the use of a JPA to legally by-pass the voting rights of the taxpayers or obfuscates the financial transaction's real cost is an unacceptable situation for its citizens.

Transparency

The Grand Jury originally believed that they would be able to obtain information regarding the finances of JPAs from both the County or State government organizations since there is a statutory reporting requirement. However, this was not the case. The County did not have a list of JPAs in the County other than those JPAs of which the County is a member. In addition, the State records regarding JPAs were also found to be incomplete. There appears to be confusion by many of the JPAs regarding their responsibility to report to the State under SB 282 Chapter 288. This is further complicated because the State Controller's report lists them under a "Special Districts" heading. In addition, the State Controller's report provides a disclaimer that the State is not responsible for the content. In addition, the Orange County Auditor-Controller's Office does not provide any review or easy access to the JPA financial reports that are sent to them. Any assumption by the public that either the State or the County is providing a value-added review of the audited information, or lack thereof, would be incorrect.

As a result, the Grand Jury has concluded that there is extensive non-compliance with the disclosure requirements contained in the Government Code Section 6500 and SB 282. This results in a significant loss of transparency to the public and taxpayers. There are ten JPAs in OC that do not report their financial information to either the State or the County. In addition, there are 32 JPAs in OC that do not report their financial information to the State.

Solvency

While some JPAs have relatively modest levels of debt, others have very significant debt. The Foothill Transportation Corridor Agency and the San Joaquin Transportation Corridor Agency have a joint debt level of over \$4.5 billion, which is about 63% of the total debt reported by all the JPAs in Orange County. This level of public debt on the citizens of Orange County is very significant. These two transportation agencies only have an income level of \$292 million per year. With this extreme debt burden, the Grand Jury questions their ability to pay off the principal and interest, based on their current revenue level.

The Orange County Fire Authority is a JPA with annual revenue of \$331 million and a modest reported debt level of about \$10 million. However, the Orange County Fire Authority has an off-the-books unfunded debt liability of over \$577 million. This debt liability is the result of pension commitments made to employees which encumber future tax revenues that are not actuarially held in reserve. This has the potential to become a financial debacle, for the JPA and the taxpayers.

The Anaheim Public Financing Authority which is a JPA between the City of Anaheim and the Anaheim Redevelopment Agency, has an income of \$154 million and a debt exposure of \$1.2 billion. The debt level of this JPA is extremely high compared to its income level. In addition, with the elimination of the Anaheim Redevelopment Agency, its successor agency can continue to be a member of the JPA. However, neither the JPA nor the successor agency can exist for any other purpose besides paying off remaining debt or bonds. As a result, the Grand Jury questions both the viability and the solvency of this JPA based on the information provided.

FINDINGS

In accordance with California Penal Code sections 933 and 933.05, the 2014-2015 Grand Jury requires (or, as noted, requests) responses from each agency affected by the findings presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation titled "Joint Powers Authorities in Orange County," the 2014-2015 Orange County Grand Jury has arrived at ten principal findings, as follows:

- F.1. Orange County has nine "inactive" Joint Powers Authorities that have no viable activity, revenue, expenditure, assets, or liabilities. The Grand Jury determined that these Joint Powers Authorities serve no benefit to the public or the taxpayers and have the potential for misuse or obfuscation of public funds.
- F.2. Horizontal Joint Powers Authorities among peer organizations appear to meet the intent of State laws to delegate a common service for a city or other legal entity for the purpose of reducing cost on behalf of the taxpayers.
- F.3. Orange County has 18 vertical Joint Powers Authorities created by a city along with its redevelopment agency that no longer exists. The Grand Jury determined

that these Joint Powers Authorities serve no benefit to the public or the taxpayers and have the potential for misuse or obfuscation of public funds.

- F.4. Vertical Joint Powers Authorities with a single controlling entity, such as a city council, have the potential to use this organizational structure as a shell company to avoid other legal constraints on the controlling entity and to obfuscate taxpayer visibility.
- F.5. Vertical Joint Powers Authorities in which the controlling entity transfers assets from itself to a Joint Powers Authority for the purpose of obtaining additional funding, or signs a long-term lease to a Joint Powers Authority to obtain assets, are avoiding transparency and are not acting in the best financial interest of the taxpayers.
- F.6. 32 of the Joint Powers Authorities identified in Orange County are not complying with the California State reporting requirements in code Section 6500 and SB 282 according to the latest information available from the year 2013.
- F.7. The Orange County Auditor-Controller knows of the Joint Powers Authorities in which the County is a member, but does not have a list of all of the Joint Powers Authorities in Orange County and cannot confirm compliance of their submittal for public access. The Orange County Auditor-Controller does not provide easy-to-use online access to the data submitted to it by the Joint Powers Authorities that are compliant with the requirement to submit.
- F.8. The Foothill Transportation Corridor Agency and the San Joaquin Transportation Corridor Agency have a joint debt level of over \$4.5 billion. The Grand Jury has determined that this debt level is excessive based on their revenues, and it threatens to render them insolvent.
- F.9. The Orange County Fire Authority has an off-the-books unfunded debt liability of \$577 million which the Grand Jury has determined to be of concern since it is a real liability on the County taxpayers.
- F.10. The Anaheim Public Financing Authority has a debt exposure of \$1.2 billion which the Grand Jury has determined to be excessive in light of the fact that it was incurred without voter approval.

RECOMMENDATIONS

In accordance with California Penal Code sections 933 and 933.05, the 2014-2015 Grand Jury requires (or, as noted, requests) responses from each agency affected by the recommendations presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation titled "Joint Powers Authorities in Orange County," the 2014-2015 Orange County Grand Jury makes the following eight recommendations:

- R.1. All Orange County Joint Powers Authorities that are "inactive" should submit the official paperwork with the State of California requesting termination of their

existence or provide at the next public meeting the justification for continuing the Joint Powers Authority. (F.1.)

- R.2. All Vertical Joint Powers Authorities created by a city along with its redevelopment agency should submit the necessary paperwork with the State of California requesting termination of their existence. (F.3.)
- R.3. All Joint Powers Authorities should take the following actions to insure transparency to the taxpayers: (1) have an annual outside audit, (2) post the complete audit on their city website as a separate Joint Powers Authority entity, (3) send the audit to the County Controller and the State Auditor, and (4) ensure the required reports are filed annually to the County and the State. (F.4., F.5.)
- R.4. The 32 Joint Powers Authorities that are not complying with the California State Law requiring annual reporting should become compliant by submitting their 2014 report by December 31, 2015, and submitting the required reports annually thereafter. (F.6.)
- R.5. The Orange County Auditor-Controller should maintain a current list of all of the Joint Powers Authorities in Orange County, confirm that reports have been submitted annually, and post the completed reports with all the details on an easy-to-use Internet public access website. (F.7.)
- R.6. The Foothill Transportation Corridor Agency and the San Joaquin Transportation Corridor Agency should address their solvency by an aggressive plan to reduce their public debt. (F.8.)
- R.7. The Orange County Fire Authority should address their lack of transparency by providing public disclosure of their off-the-books unfunded public liability in their financial statements and address their solvency by an aggressive plan to reduce their unfunded liabilities. (F.9.)
- R.8. The City of Anaheim City Council should redress the debt incurred by the Anaheim Public Financing Authority under its direction by an aggressive plan to reduce their public debt. (F.10.)

REQUIRED RESPONSES

The California Penal Code section 933 requires the governing body of any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the governing body. Such comment shall be made no later than 90 days after the Grand Jury publishes its report (filed with the Clerk of the Court). Additionally, in the case of a report containing findings and recommendations pertaining to a department or agency headed by an elected County official (e.g. District Attorney, Sheriff, etc.), such elected official shall comment on the findings and recommendations pertaining to the matters under that elected official's control within 60 days to the Presiding Judge with an information copy sent to the Board of Supervisors.

Furthermore, California Penal Code section 933.05, subdivisions (a), (b), and (c), provides as follows, the manner in which such comment(s) are to be made:

(a) As to each Grand Jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.

(b) As to each Grand Jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the Grand Jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore.

(c) If a finding or recommendation of the Grand Jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the Board of Supervisors shall respond if requested by the Grand Jury, but the response of the Board of Supervisors shall address only those budgetary /or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

Comments to the Presiding Judge of the Superior Court in compliance with Penal Code section 933.05 and Penal Code 933(c) are required from the respondents listed in the following two Response Matrices (one for cities and County and one for Joint Powers Authorities):

Matrix 1 REQUIRED RESPONDENTS (Cities & County)

	Required Respondents	Findings										Recommendations							
		F 1	F 2	F 3	F 4	F 5	F 6	F 7	F 8	F 9	F 10	R 1	R 2	R 3	R 4	R 5	R 6	R 7	R 8
1	City of Anaheim Mayor & City Council			X							X		X						X
2	City of Brea Mayor & City Council			X									X						
3	City of Buena Park Mayor & City Council	X		X									X	X					
4	City of Costa Mesa Mayor & City Council			X									X						
5	City of Fullerton Mayor & City Council	X		X									X	X					
6	City of Fountain Valley Mayor & City Council			X									X						
7	City of Garden Grove Mayor & City Council	X		X									X	X					
8	City of Huntington Beach Mayor & City Council			X									X						
9	City of La Habra Mayor & City Council			X									X						
10	City of Lake Forest Mayor & City Council			X									X						
11	City of Mission Viejo Mayor & City Council			X									X						
12	City of San Clemente Mayor & City Council			X									X						
13	City of San Juan Capistrano Mayor & City Council	X											X						
14	City of Santa Ana Mayor & City Council			X									X						
15	City of Seal Beach Mayor & City Council			X									X						
16	City of Stanton Mayor & City Council	X		X									X	X					
17	City of Tustin Mayor & City Council	X		X									X	X					

Joint Powers Authorities: Issues of Viability, Control, Transparency, and Solvency

Required Respondents		Findings										Recommendations							
		F1	F2	F3	F4	F5	F6	F7	F8	F9	F10	R1	R2	R3	R4	R5	R6	R7	R8
18	City of Westminster Mayor & City Council	X		X								X	X						
19	City of Yorba Linda Mayor & City Council			X									X						
20	Orange County Auditor-Controller							X								X			

Matrix 2 REQUIRED RESPONDENTS (Joint Powers Authorities)

Required Respondents		Findings										Recommendations							
		F1	F2	F3	F4	F5	F6	F7	F8	F9	F10	R1	R2	R3	R4	R5	R6	R7	R8
1	Anaheim Community Center Authority				X	X								X					
2	Anaheim Housing and Public Improve. Auth.				X	X								X					
3	Anaheim Public Financing Authority			X	X	X				X			X	X					X
4	Big Independent Cities Excess Pool				X	X								X					
5	Bonita Canyon Public Facilities Fin. Auth.				X	X								X					
6	Brea Community Benefits Financing Auth.				X	X								X					
7	Brea Public Financing Authority			X	X	X							X	X					
8	Buena Park Public Financing Authority	X		X	X	X						X	X	X					
9	California Insurance Pool Authority				X	X								X					
10	Capistrano Unified Public Financing Auth.	X			X	X	X					X		X	X				
11	Central Net Operations Authority				X	X	X							X	X				
12	City of Brea Midbury Assessment Auth.				X	X	X						X	X	X				
13	City of Fullerton Public Financing Auth.			X	X	X	X						X	X	X				
14	City of San Clemente Public Fin. Auth.			X	X	X	X						X	X	X				
15	Coastal Animal Services Authority				X	X	X							X	X				

Joint Powers Authorities: Issues of Viability, Control, Transparency, and Solvency

	Required Respondents	Findings										Recommendations							
		F 1	F 2	F 3	F 4	F 5	F 6	F 7	F 8	F 9	F 10	R 1	R 2	R 3	R 4	R 5	R 6	R 7	R 8
16	Coastal District Financing Authority				X	X									X				
17	Co-Op- Org. Develop. Employee Selec.Proced.				X	X									X				
18	Costa Mesa Public Finance Authority			X	X	X								X	X				
19	Countywide Public Finance Authority	X			X	X	X						X	X	X	X			
20	Fountain Valley Financing Authority			X	X	X	X							X	X	X			
21	Fullerton Arboretum Authority				X	X									X				
22	Fullerton Library Building Authority	X			X	X	X						X		X	X			
23	Fullerton School District Financing Auth.				X	X	X								X	X			
24	Garden Grove Public Financing Authority	X		X	X	X	X						X	X	X	X			
25	Huntington Beach Public Financing Auth.			X	X	X								X	X				
26	Independent Cities Risk Management Auth.				X	X	X								X	X			
27	Integrated Law and Justice Agency for OC				X	X	X								X	X			
28	Irvine Child Care Project				X	X	X								X	X			
29	Irvine Unified School District Financing Auth.				X	X									X				
30	Joint Powers Employee Benefit Authority				X	X									X				
31	La Habra Civic Improvement Authority			X	X	X	X							X	X	X			
32	Metro Cities Fire Authority				X	X	X								X	X			
33	Mission Viejo Commu. Devel. Fin. Auth.			X	X	X	X							X	X	X			
34	National Water Research Institute				X	X	X								X	X			
35	Newport-Mesa United School Fin. Auth.	X			X	X	X						X		X	X			
36	North Net Joint Powers Training Agree.				X	X	X								X	X			

Joint Powers Authorities: Issues of Viability, Control, Transparency, and Solvency

	Required Respondents	Findings										Recommendations									
		F1	F2	F3	F4	F5	F6	F7	F8	F9	F10	R1	R2	R3	R4	R5	R6	R7	R8		
37	Northern OC Self-Funded Workers Comp. Auth.				X	X													X		
38	Northern OC Lia. & Property Self-Insu. Auth.				X	X													X		
39	Orange County Cities Airport Authority				X	X													X		
40	Orange County Civic Center Authority				X	X	X												X	X	
41	Orange County Council of Governments				X	X	X												X	X	
42	Orange County Fire Authority				X	X				X									X		
43	Orange County Fringe Benefits Agreement				X	X													X		
44	Orange County Public Financing Authority				X	X													X		
45	Orange County-City Hazardous Matl. Auth.				X	X													X		
46	Orange Uni. School Distr. Public Fin. Auth.				X	X	X												X	X	
47	Public Cable Television Authority				X	X													X		
48	Rancho Canada Financing Authority			X	X	X													X	X	
49	Rancho Santa Margarita Public Fin. Auth				X	X	X												X	X	
50	Saddleback Valley Unified Sch. Fin. Auth.				X	X													X		
51	San Joaquin Trans. Corridor Agency				X	X			X										X		
52	San Juan Basin Authority				X	X													X		
53	Santa Ana Financing Authority			X	X	X	X												X	X	X
54	Santa Ana River Flood Protection Agency				X	X													X		
55	Santa Margarita-Dana Point Authority				X	X													X		
56	Santiago Aqueduct Commission				X	X													X		
57	School Employers Association of California				X	X													X		
58	Seal Beach Public Financing Authority			X	X	X	X												X	X	X
59	South Coast Water District Financing Auth.				X	X													X		
60	South Orange County Public Financing Auth.				X	X													X		

Joint Powers Authorities: Issues of Viability, Control, Transparency, and Solvency

	Required Respondents	Findings										Recommendations															
		F 1	F 2	F 3	F 4	F 5	F 6	F 7	F 8	F 9	F 10	R 1	R 2	R 3	R 4	R 5	R 6	R 7	R 8								
61	South Orange County Wastewater Auth.				X	X																					
62	Southern Orange County Prop/Lia. Self Insu.				X	X																					
63	Stanton Public Financing Authority	X		X	X	X	X							X	X	X	X										
64	The Foothill Trans. Corridor Agency				X	X			X							X									X		
65	Trabuco Canyon Public Financing Authority				X	X										X											
66	Tustin Public Financing Authority	X		X	X	X	X							X	X	X	X										
67	Tustin Unified School District Fin. Auth.				X	X	X									X	X										
68	West Cities Commun. Cntr. Joint Powers Auth.				X	X	X									X	X										
69	Western Orange County Self-Funded Comp				X	X										X											
70	Westminster Public Finance Authority	X		X	X	X	X							X	X	X	X										
71	Yorba Linda Public Finance Authority			X	X	X	X								X	X	X										

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State of California Government Code Section 6500. *Joint Exercise of Powers Act*

State of California Senate Bill No. 282. (2001). *Chapter 288, Amended Section 12463.1* [Government Code].

**MELLO-ROOS:
PERPETUAL DEBT ACCUMULATION
AND TAX ASSESSMENT
OBLIGATION**

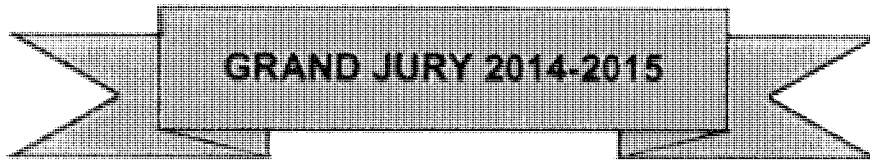


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EXECUTIVE SUMMARY

Taxation without representation: Is there adequate oversight and auditing of Community Facility Districts within the County of Orange to protect the interests of the tax paying public?

A Community Facility District (CFD) is a legally constituted governmental entity for the purpose of financing public facilities and public services and collecting special property taxes, within specified CFD boundaries. To create a CFD, a two-thirds vote of property owners within the proposed district is required. The vote is conducted by the county registrar of voters. In a new subdivision, the developer may be the only owner at the time of the vote creating the CFD. The developer has a financial interest and profits from creation of the CFD. The vast majority of the CFDs in Orange County are created and debt incurred before any of the ultimate taxpayers acquire their property. There is little oversight of CFD's revenue, expenditures, and debt management by the public.

CFD funding and usage is not readily transparent and therefore not generally understood and its consequences are not appreciated by the general public. The problem is compounded by a lack of information available to the public on how CFD funds are being used. Many of the Orange County CFD formation documents and reports use general, vague language that does not meet the requirements and intent of the Mello-Roos Community Facilities Act of 1982.

BACKGROUND

Property taxes are collected by each county in order to provide for the common needs of the county, cities, special districts and school districts. Property taxes are ad valorem, based on the assessed real property value. These taxes can be used for infrastructure, public works, public services, and schools. In new housing developments, cities and special districts routinely required development contractors to construct the infrastructure including roads, sewers, parks, and schools and the costs were included in the price of homes.

Proposition 13

In the 1970s, California was faced with a period of severe inflation, and this was especially felt in the housing market. Property taxes averaged almost 3% of the market value with no statutory limits on tax rates or property assessments. These factors led to a grass roots revolt, resulting in an initiative that was placed on the State ballot— Proposition 13.

Proposition 13 was overwhelmingly passed by California voters in 1978 (62% of votes cast). This proposition rolled property taxes back to 1975 levels and restricted ad valorem (according to value) annual increases to an inflation factor not to exceed 2% each year. The new law also disallowed reassessment of a new base year except for (a) change in ownership or (b) completion of new construction.

In addition to decreasing property taxes, Proposition 13 also required a 2/3 majority in both State houses for future increases in other taxes, including income tax rates.

Community Facilities Districts (CFDs)

The passage of Prop 13 severely restricted local governments' ability to raise property taxes. There was a concerted effort to discover a way to fund public improvements and still remain in compliance with Proposition 13.

The Mello-Roos Community Facilities Act of 1982 (the Act), was passed by the State legislature to provide local government agencies an alternative method of obtaining community property tax funding to pay for local government public facilities and services (California Government Code, 1982, section 53312.5).

The Act allows any county, city, special district, school district, or joint powers authority to establish a Communities Facilities District (CFD), which permits financing of public improvements and services. CFDs are normally established in undeveloped areas and are used to construct infrastructure in new housing developments.

Forming a CFD

A CFD is a legally constituted government entity for the purpose of financing public facilities and public services and collecting special property taxes within specified CFD boundaries (California Government Code, 1982, § 53317). The first step in forming a CFD is to file a petition in support of the CFD signed by not less than 10% of registered voters residing in the proposed district. If the governing body agrees, an election is held requiring an affirmative vote by 2/3 of the property owners residing within the district at the time of the vote. The vote is conducted by the County Registrar of voters. In many cases, the only resident of the district is the owner/ developer (California Government Code, 1982, § 53319)

Once a CFD is approved, a special tax (lien) is placed against each property in the district and is paid on an annual basis. CFD bonds can be sold by the CFD to provide needed funding as specified in the Resolution of Formation document. Special taxes (CFD-T) are charged annually on the occupants' property tax bill to support the designated purpose of the CFD.

Land developers saw the opportunity to use CFD funding methodology to relieve them of the expense of building the public facilities (primarily infrastructure improvements) for their developments. It also allows them to reduce prices on homes, as they do not have to include the cost of the infrastructure in the price of homes. Additionally, cities and school districts saw the opportunity to use CFDs to obtain an additional funding source for the infrastructure and new schools in newly developed areas.

The special property tax paid by the homeowner is based on the number of subdivided parcels in the CFD. The tax is a special property tax, not an assessment, as there is no requirement that the tax be apportioned based on benefit to any property owner (California Government Code, 1982, section 53325.3). In addition, the public facilities need not be physically located within the CFD district, and there is no requirement that funds be used in the district paying the special tax (California Government Code, 1982, section 53313.5).

It is assumed that when a house is purchased and the CFD is disclosed, the purchaser agrees to the tax; this is referred to as "vote by purchase" (California, 1982, § 536313.5[2]). Special property taxes are listed on the homeowner's property tax bill, usually by CFD-T number. They are collected by the County of Orange Tax Collector and are subject to all laws affecting general taxes.

A CFD does not have a "sunset" date unless one is specified in forming documents by the local entity creating the CFD (California Government Code, 1982, § 53338.5). The maximum term of bonds issued under a CFD shall not exceed 40 years. However, this applies only to the term of the bond. It does not place any restriction on the term of the CFD (§ 53351.e). The local legislative body creating the CFD may, after a public hearing, eliminate a type of facility or service but may not finance any facility or service not specified in resolution of formation (§ 53330.7). The creating legislative body is permitted to terminate a CFD; however, a CFD may not be terminated while a bond is still active (§ 53338.5).

REASON FOR THE STUDY

It is important that the property owners in Orange County be aware of the consequences of the Mello-Roos Act used by the local government agencies that govern them. Many homeowners, especially in south Orange County, are in a CFD, but the Grand Jury suspected that few understood how and why they were formed, how long they lasted, and how the funds were spent. The purpose of this study is to shed light on these specific issues.

METHODOLOGY

The Grand Jury utilized a variety of methods to collect information during the course of this investigation. The Act and its amendments were scrutinized, with special attention paid to the specificity of project descriptions, the length or "life" of the CFD, the duration of the CFD-issued bonded debt, and the use of the CFD bond funds for public services. Constituents of local agencies that created CFDs provided documents, and some of those agencies were interviewed for this report. The Grand Jury sent a detailed questionnaire to each of the 32 local agencies that have established nearly 100 CFDs. Proposition 13 was also analyzed to ascertain the limitations imposed on additional property taxation without a vote of the local constituents. In addition, the California Mello-Roos Community Facilities Districts Yearly Fiscal Status Reports were examined.

INVESTIGATION AND ANALYSIS

Mello-Roos/CFD legislation enabled local governments to obtain funding for public facilities and public services without a plebiscite (public vote). Mello-Roos is a special property tax on homeowners in a community, to be used for the repayment of bonds used to fund the infrastructure (roads, storm drains, sewers, waterlines, curbs, gutters, sidewalks, schools, parks, etc.) of the community, or to provide services such as police and fire. The special property tax is in addition to the ad valorem property tax and is based on acreage (typically, single-family lots). By statute, a CFD is also entitled to recover legal formation expenses as well as administrative costs.

Creation of CFDs

Prior to the passage of the Act, developers were often required to build the infrastructure and recover their expenditure by including the cost in the purchase price of homes. With the creation of CFDs, home developers got early funding for construction of infrastructure through CFD debt funding. This debt obligation was passed to the new homeowner to keep home prices at a lower level.

The Act allows local governments to create a CFD in a single parcel of land, typically a subdivision of single-family homes where there is a single developer/property owner. By statute, a CFD is established when 2/3s of the property owners vote for it. Since the developer is often the only property owner, the CFD is easily created. Not only are developers relieved of the cost of building the infrastructure, they may even profit from building the infrastructure as well.

As individual residential lots are sold, the new property owner takes on the tax burden created by the CFD bonds. The special tax is not an ad valorem tax; it is based on property plot size, in accordance to a predetermined formula. As an example, if a new CFD subdivision contains 1,000 single-family lots, a new property owner will pay 1/1000th of the CFD bond debt service and/or other tax fees specified in Resolution of Formation as a special property tax.

New homeowners can also be exposed to multiple CFD special taxes. New home developments often require the construction of schools, so an additional CFD might be formed which would result in an additional special property tax. Therefore, a new homeowner could be paying at least three annual property tax amounts: the ad valorem and two CFD-Ts. These special property taxes are listed on the homeowner's property tax bill, usually by CFD-T number.

CFDs and Proposition 13

Mello-Roos taxes provide an alternative funding source that is not subject to the strictures of Proposition 13. These restrictions include the requirement that 2/3 of the voters of a community must approve any proposed raise in ad valorem property taxes. In addition, Proposition 13 ad valorem taxes are subject to a cap, by statute; CFDs do not have a required special tax cap. It should also be noted that the controlling entity, such as a city or school district, still get their share of Proposition 13 taxes.

Ad valorem property taxes are deductible from federal and state income taxes. CFD-Ts may or may not be deductible. According to the Internal Revenue Service and the California Franchise Tax Board, the burden falls on the property owner/tax payer to establish a deduction if the CFD-T tax has been levied for the general public welfare.

Not all homes in Orange County are subject to CFD taxes. It is important to note that buying a home in a special tax district is strictly voluntary. Buyers considering moving into a special tax district are encouraged to do due diligence prior to purchase.

CFD Longevity

A CFD does not have an "end date," unless one is specified in its resolution of formation by the establishing authority (California Government Code, 1982, § 53330.7). This means that potentially a CFD may continue in perpetuity. If bonds have been issued by a CFD, special taxes will be charged annually until the bond has been retired. A single bond may not be issued for a period longer than 40 years. However, this applies only to the term of the bond; it does not place any restriction of the term of the CFD (§ 53351.e). After bonds are paid off, a CFD tax may continue to be collected for maintenance of the facilities. In many instances, CFDs can refund bonds to take advantage of lower bond interest rates and then use the difference (spread) between the original interest rate and the new bond interest rate to create revenue to be used for other purposes. This call proviso will reset the 40-year period and potentially the CFD will continue in perpetuity.

The creating legislative organization may, after a public hearing, eliminate a type of facility or service; but it may not finance any facility or service not specified in the resolution of formation. The creating legislative body is permitted to terminate a CFD; however, a CFD may not be terminated while a bond is active. The controlling agency of the CFD clearly does not have any motivation or incentive to terminate a CFD since it would in effect eliminate an entity that is a ready-made organization for future debt obligations. The burden of that motivation remains with the tax paying public who pay the special CFD tax.

CFD Usage

The Mello-Roos Act specifically states that a legislative body may not finance any facility or service not specified in the resolution of formation. The Grand Jury found that CFDs often use vague language in the formation documents, which allows significant latitude as to how the funds will be used. The Grand Jury also found that CFDs do not clearly identify the specific uses or identify facilities to be built. The descriptions often are vague statements such as "public works," "maintenance," and "schools" which are very broad and do not have the detail that is required by the Act (California Government Code, 1982, § 53316.4, 53321, 53325.1(2) & 53330.7).

Accounting and Reporting

The Grand Jury discovered that the State does not require a complete accounting of the use of CFDs. The only information required by the State CDIAC is the original amount of bond funding, bond balance, taxes outstanding to be collected, and the end date of the bonds. Bond payment amount, interest rate, and administration costs are not reported.

Interestingly, the Act does not require that funds collected be used in the district paying the special tax. The Act also states that the public facilities need not be physically located within the CFD district (California Government Code, 1982, § 53313.5).

Oversight

The Mello-Roos Act (California Government Code, 1982, § 53343.1) states that the annual 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.
- (c) The amount of monies expended for the year.
- (d) A summary of the amount of money 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 § 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 of special taxes.
- (f) For moneys expended for services, 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 of 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 Grand Jury found that CFDs in Orange County do not appear to have any oversight committees or audit oversight to ensure the tenets of the Act are being followed. Orange County does not require a complete accounting of the use of CFD funds so that the homeowner can determine if the funds are being properly used. There also is no requirement to publically reveal maintenance or administrative costs.

CFD Transparency

The Grand Jury found that there is a significant lack of transparency regarding CFDs. Information pertaining to a CFD that is provided to the homeowner often does

not include the intended purposes of the special tax. Administrative costs and servicing costs of the bond are often not openly revealed.

The homeowner may receive information on a CFD-T by paying a fee to the legislative body (California Government Code, 1982, § 53343.1). The Grand Jury was advised that the fee is substantial, and the information provided by the legislative body is incomplete to the point of not being useful and not meeting the requirements of the law (§ 53343.1). It has been suggested to the Grand Jury that the only way to get good information is for the homeowner to request detailed accounting records (internal financial statements) of the CFD-T under the Freedom of Information Act.

Another relatively unknown fact is that a homeowner may go to the CFD legislative body and pay off the entire special property tax in one transaction. This would perpetually relieve the taxpayer from this burden (California Government Code, 1982, sections 53344 & 53321).

Orange County CFDs

Thirty-two (32) Orange County local public agencies have incurred a total of nearly \$2 billion in bonded long-term debt (see Appendix). These 32 agencies have established close to 100 CFDs; Orange County has 23 CFDs of its own. Each of these CFDs has incurred long-term bonded debt. Some of this debt will be paid into the mid-2030s, and beyond. The amount of debt will arguably obligate the CFD taxpayers to pay additional special property taxes, over and above their normal property taxes, far into the future.

An estimated \$2 billion in bonded debt has been accumulated by Orange County CFDs. Of that \$2 billion, \$1.3 billion (65%) has been incurred by the County of Orange and three school districts: Capistrano, Tustin, and Irvine. This total amount does not include a proposed City of Irvine CFD bond amount of \$384 million (Five Points Great Park), and a proposed County of Orange CFD bond amount of \$110 million (Village of Esencia). If these two CFDs sell bonds in their estimated amounts, the total local agency Mello-Roos/CFD debt in Orange County will be nearly \$2.5 billion.

The Act has a provision called "Rights to Accelerated Foreclosure." It is very important for property owners to pay their tax bill on time, for the CFD has the right, and if bonds are issued, the obligation, to foreclose on a property when special taxes are delinquent for more than 90 days. The costs of collection and penalties can also be imposed on property owners. This provision makes the forfeiture process faster than the five-year waiting period required for ad valorem taxes.

FINDINGS

In accordance with California Penal Code sections 933 and 933.05, the 2014-2015 Grand Jury requires (or, as noted, requests) responses from each agency affected by the findings presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Mello-Roos: Perpetual Debt Accumulation and Tax Assessment Obligation

Based on its investigation titled "Community Facilities Districts (Mello-Roos): Perpetual Debt Accumulation and Tax Assessment Obligation," the 2014-2015 Orange County Grand Jury has arrived at three principal findings, as follows:

- F.1. There is a lack of transparency to homeowners relative to how CFD funds are being used.
- F.2. There does not seem to be appropriate oversight and auditing of CFDs and special tax expenditures within the County of Orange.
- F.3. While the assumption is that the CFD debt would be repaid in a finite period of time, there is a mechanism available to controlling entities to extend debt obligations and thereby extend the CFD special tax in perpetuity.

RECOMMENDATIONS

In accordance with California Penal Code sections 933 and 933.05, the 2014-2015 Grand Jury requires (or, as noted, requests) responses from each agency affected by the recommendations presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation titled "Community Facilities Districts (Mello-Roos): Perpetual Debt Accumulation and Tax Assessment Obligation", the 2014-2015 Orange County Grand Jury makes the following two recommendations:

- R.1. Each local agency that established the CFD should create an oversight committee and an audit committee to provide for an independent, transparent view of the manner in which CFD funds are being expended. (F.1, F.2)
- R.2. Audit report information, as delineated in California Government Code, 1982 § 53343.1, should be made available to the CFD taxpayers on a website after each fiscal year for each CFD number. (F.1, F.2)

REQUIRED RESPONSES

The California Penal Code § 933 requires the governing body of any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the governing body. Such comment shall be made no later than 90 days after the Grand Jury publishes its report (filed with the Clerk of the Court). Additionally, in the case of a report containing findings and recommendations pertaining to a department or agency headed by an elected County official (e.g. District Attorney, Sheriff, etc.), such elected official shall comment on the findings and recommendations pertaining to the matters under that elected official's control within 60 days to the Presiding Judge with an information copy sent to the Board of Supervisors.

Furthermore, California Penal Code § 933.05, subdivisions (a), (b), and (c), provides as follows, the manner in which such comment(s) are to be made:

(a) As to each Grand Jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.

(b) As to each Grand Jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the Grand Jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore.

(c) If a finding or recommendation of the Grand Jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the Board of Supervisors shall respond if requested by the Grand Jury, but the response of the Board of Supervisors shall address only those budgetary /or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

Comments to the Presiding Judge of the Superior Court in compliance with Penal Code section 933.05 are required for Findings F.1, F.2 and F.3 and for Recommendations R.1 and R.2 from the following organizations:

Orange County Board of Supervisors

The mayors and city councils of the following cities:

City of Anaheim

City of Brea

City of Buena Park

City of Cypress

Mello-Roos: Perpetual Debt Accumulation and Tax Assessment Obligation

City of Dana Point
City of Fullerton
City of Huntington Beach
City of Irvine
City of Mission Viejo
City of Orange
City of Placentia
City of San Clemente
City of Seal Beach
City of Tustin

Public Agencies:

Bonita Public Facilities Financing Authority–

A Joint Powers Authority under the Newport Mesa Unified School District and the City of Newport Beach

Brea Olinda Unified School District

Capistrano Unified School District

Fullerton Joint Union High School District

Fullerton School District

Irvine Unified School District

La Habra Redevelopment Agency –

A Redevelopment Agency under the City of La Habra

Laguna Beach Unified School District

Los Alamitos Unified School District

Newport-Mesa Unified School District

Orange Unified School District

Placentia – Yorba Linda Unified School District

Saddleback Unified School District

Tustin Unified School District

REFERENCES

California Government Code (1982). *Mello-Roos Community Facilities Act of 1982*. Sacramento, CA.

APPENDIX: ORANGE COUNTY CFDS LONG TERM DEBT

Community Facilities Districts - Mello Roos	Governance/Control	Name/CFD Number	Original Bond Value	Principal Outstanding
Aliso Viejo	Multiple capital improvements, public works (Glenwood)	2005-01	\$34,070,000	\$33,945,000
Anaheim	Multiple capital improvements, public works (Platinum Triangle)	06-2	\$9,060,000	\$8,250,000
	Multiple capital improvements, public works (Platinum Triangle)	08-1	\$28,630,000	\$27,095,000
	Multiple capital improvements, public works((Sycamore Canyon)	1989-1	\$4,220,000	\$1,045,000
	Multiple capital improvements, public works((The Highlands)	1989-2	\$6,990,000	\$1,725,000
	Multiple capital improvements, public works((The Summit)	1989-3	\$9,085,000	\$1,530,000
Bonita Canyon Public Facilities Financing Authority	K-12 School Facility	98-1	\$38,330,000	\$37,735,000

Mello-Roos: Perpetual Debt Accumulation and Tax Assessment Obligation

Community Facilities Districts - Mello Roos	Governance/Control	Name/ CFD Number	Original Bond Value	Principal Outstanding
Brea	Multiple capital improvements, public works((Fairway Ctr)	1988-1	\$2,580,000	\$1,900,000
	Multiple capital improvements, public works(Imperial Ctr East)	1990-1	\$1,478,000	\$158,000
	Multiple capital improvements, public works(Downtown)	1996-1	\$3,235,000	\$1,765,000
	Multiple capital improvements, public works(Olinda Heights)	1997-1	\$6,665,000	\$5,165,000
	Multiple capital improvements, public works(Brea Plaza area)	2008-2	\$8,145,000	\$8,095,000
Brea Olinda Unified School District	K-12 School Facility	95-1	\$2,300,000	\$2,300,000
	K-12 School Facility (Olinda Height)Refunding	95-1	\$6,440,444	\$4,995,000
Buena Park	Multiple capital improvements, public works(Mall)	2001-1	\$7,655,000	\$6,655,000
Capistrano Unified School District	K-12 School Facility (Refunding)	87-1	\$71,810,000	\$41,025,000
	K-12 School Facility (Refunding)	88-1	\$12,755,000	\$2,570,000
	K-12 School Facility (Talega)	90-2	\$49,675,000	\$47,335,000

Mello-Roos: Perpetual Debt Accumulation and Tax Assessment Obligation

Community Facilities Districts - Mello Roos	Governance/Control	Name/ CFD Number	Original Bond Value	Principal Outstanding
	K-12 School Facility (Talega)Refunding	90-2	\$44,980,000	\$40,820,000
	K-12 School Facility (Las Flores)	92-1	\$31,360,000	\$18,410,000
	K-12 School Facility (Ladera)	98-2	\$119,099,491	\$107,499,491
	K-12 School Facility (Rancho Madrina Sch. Facs & Cap Imp)	2004-1	\$7,085,000	\$6,725,000
Cypress	Multiple capital improvements, public works (Sorrento Homes)	1	\$9,705,000	\$3,785,000
Dana Point	Multiple capital improvements, public works (Headlands Rev Dev.)	2006-1	\$8,710,000	\$0
	Multiple capital improvements, public works (Headlands Rev Dev)(Refunding)	2006-1	\$17,885,000	\$17,885,000
Fullerton	Multiple capital improvements, public works (Amerige Heights)	1	\$21,375,000	\$0
	Multiple capital improvements, public works (Amerige Heights) (Refunding)	1	\$19,040,000	\$19,040,000

Mello-Roos: Perpetual Debt Accumulation and Tax Assessment Obligation

Community Facilities Districts - Mello Roos	Governance/Control	Name/ CFD Number	Original Bond Value	Principal Outstanding
Fullerton Joint Union High School District	K-12 School Facility (District & Buena Park Sch. Facs)	2005-1	\$2,050,000	\$1,785,000
Fullerton School District	Other, multiple educational use	2000-1	\$1,195,000	\$960,000
	K-12 School Facility	2001-1	\$9,725,000	\$7,757,500
	Parks, open space	2001-1	\$9,725,000	\$3,878,750
Huntington Beach	Multiple capital improvements, public works (Goldenwest/Ellis Area)(Refunding)	1990-1	\$2,155,000	\$1,145,000
	Multiple capital improvements, public works(Grand Coast Resort)	2000-1	\$16,000,000	\$13,330,000
	Multiple capital improvements, public works(McDonnell Centre Business PK)	2002-1	\$4,900,000	\$4,670,000
	Multiple capital improvements, public works(Huntington Ctr Bella Terra)	2003-1	\$25,000,000	\$21,595,000
Irvine	Multiple capital improvements, public works(Columbus Grove)	2005-2	\$24,375,000	\$21,540,000

Mello-Roos: Perpetual Debt Accumulation and Tax Assessment Obligation

Community Facilities Districts - Mello Roos	Governance/Control	Name/ CFD Number	Original Bond Value	Principal Outstanding
	Multiple capital improvements, public works(Columbus Grove) Refunding	2005-2	\$16,975,000	\$16,975,000
Irvine Unified School District	K-12 School facility (Bond) Refunding	86-1	\$96,565,000	\$73,685,000
	K-12 School facility (S Irvine Communities) Refunding	01-1	\$103,475,000	\$99,715,000
	Multiple capital improvements, public works(Northwood Master Planned Community)	04-1	\$9,000,000	\$8,745,000
	Multiple capital improvements, public works (Woodbury Master IA A Planned Community)	04-2	\$38,000,000	\$35,903,130
	Multiple capital improvements, public works (Woodbury Master IA B Planned Community)	04-2	\$23,935,000	\$21,610,000
	K-12 School facility (Portola Springs) (Refunding)	06-1	\$13,075,000	\$6,715,000
	K-12 school facility (Qualified School Construction Bond)	09-1	\$25,000,000	\$25,000,000
	K-12 school facility (Series A)	09-1	\$63,640,000	\$63,640,000
	K-12 school facility (Series B)	09-1	\$50,000,000	\$50,000,000

Mello-Roos: Perpetual Debt Accumulation and Tax Assessment Obligation

Community Facilities Districts - Mello Roos	Governance/Control	Name/ CFD Number	Original Bond Value	Principal Outstanding
La Habra Redevelopment Agency	Multiple capital improvements, public works (Marketplace) (Refunding)	1990-1	\$3,185,000	\$154,000
Laguna Beach Unified School District	K-12 school facility (Refunding)	98-1	\$9,970,000	\$0
	Multiple capital improvements, public works (Crystal Cove) (Refunding)	98-1	\$9,330,000	\$9,330,000
Los Alamitos Unified School District	K-12 School facility Refunding	90-1	\$3,240,000	\$0
	K-12 School facility Refunding <u>Measure K</u>	90-1	\$3,240,000	\$0
Mission Viejo	Flood Control, Storm Drainage (LaPaz channel) (Refunding)	92-1	\$2,060,000	\$1,670,000
Newport-Mesa Unified School District	K-12 School facility Refunding	90-1	\$20,735,000	\$0
	K-12 School facility Refunding	90-1	\$9,720,000	\$9,720,000

Mello-Roos: Perpetual Debt Accumulation and Tax Assessment Obligation

Community Facilities Districts - Mello Roos	Governance/Control	Name/ CFD Number	Original Bond Value	Principal Outstanding
Orange	Multiple capital improvements, public works(Serrano Heights Pub Imp) (Series A) Refund	91-2	\$35,330,000	\$0
	Multiple capital improvements, public works (Serrano Heights Pub Imp) (Series B) Refund	91-2	\$2,200,000	\$0
	Multiple capital improvements, public works (Serrano Heights Pub Imp) Refund	91-2	\$28,810,000	\$28,810,000
	Multiple capital improvements, public works (Del Rio)	06-1	\$24,975,000	\$24,945,000
Orange County	Multiple capital improvements, public works (Rancho Santa Margarita) Refund	86-1	\$32,335,000	\$11,665,000
	Multiple capital improvements, public works(Rancho Santa Margarita/Saddleback) Refund	86-2	\$10,975,000	\$598,000
	Bridges and Highways(Rancho Santa Margarita) Refund	86-2	\$8,005,000	\$1,100,000
	Commercial development Bus Pk (Refunding)	87-1	\$762,808	\$743,414
	Multiple capital improvements, public works(Portola Hills) Refund	87-2	\$24,080,000	\$4,530,000

Mello-Roos: Perpetual Debt Accumulation and Tax Assessment Obligation

Community Facilities Districts - Mello Roos	Governance/Control	Name/ CFD Number	Original Bond Value	Principal Outstanding
	Multiple capital improvements, public works(Mission Viejo) Refund	87-3	\$49,697,035	\$10,988,000
	Multiple capital improvements, public works(Foothill Ranch) Refund	87-4	\$71,435,333	\$25,179,820
	K-12 School facility(Foothill Ranch)	87-4	\$10,815,000	\$5,865,000
	Multiple capital improvements, public works(Rancho Santa Margarita) Refund	87-5A	\$8,863,770	\$924,268
	Multiple capital improvements, public works(Rancho Santa Margarita) Refund	87-5B	\$27,396,720	\$7,639,334
	Multiple capital improvements, public works(Rancho Santa Margarita) Refund	87-5C	\$15,221,979	\$5,363,907
	Multiple capital improvements, public works(Rancho Santa Margarita) Refund	87-5D	\$12,042,509	\$4,746,180
	Multiple capital improvements, public works(Rancho Santa Margarita) Refund	87-5E	\$12,780,000	\$5,385,000
	Multiple capital improvements, public works(Baker Ranch) Refund	87-6	\$9,330,000	\$1,860,000

Mello-Roos: Perpetual Debt Accumulation and Tax Assessment Obligation

Community Facilities Districts - Mello Roos	Governance/Control	Name/ CFD Number	Original Bond Value	Principal Outstanding
	Multiple capital improvements, public works(Los Alisos) Refund	87-7	\$17,425,000	\$3,475,000
	Street construction and improvement (Coto de Caza) Refunding	87-8	\$30,412,976	\$10,894,283
	Multiple capital improvements, public works(Los Alisos) Refund	87-9	\$4,050,000	\$805,000
	Multiple capital improvements, public works(Santa Teresita)	87-9	\$2,335,000	\$475,000
	Multiple capital improvements, public works(Aliso Viejo) Refund	88-1	\$207,845,000	\$31,455,000
	Multiple capital improvements, public works(Lomas Laguna) Refund	88-2	\$1,775,000	\$340,000
	Multiple capital improvements, public works(Lomas Laguna) Refund	99-1	\$22,560,000	\$19,505,000
	Multiple capital improvements, public works(Ladera Ranch) Refund	2001-1	\$28,890,000	\$25,130,000
	Multiple capital improvements, public works(Ladera Ranch) Refund	2001-1	\$32,565,000	\$29,315,000
	Multiple capital improvements, public works(Ladera Ranch)	2002-1	\$68,280,000	\$64,495,000

Mello-Roos: Perpetual Debt Accumulation and Tax Assessment Obligation

Community Facilities Districts - Mello Roos	Governance/Control	Name/ CFD Number	Original Bond Value	Principal Outstanding
	Multiple capital improvements, public works(Ladera Ranch)	2003-1	\$57,185,000	\$54,825,000
	Multiple capital improvements, public works(Ladera Ranch)	2004-1	\$75,645,000	\$71,745,000
Orange Unified School District	K-12 school facility (Santiago Hills) Refunding	88-1	\$4,625,000	\$900,000
	K-12 school facility (Sycamore Canyon) Refunding	89-1	\$4,250,000	\$740,000
	K-12 school facility Refunding	89-2	\$9,095,000	\$1,780,000
	K-12 school facility Tremont School & City Facs	2005-1	\$654,000	\$6,385,000
	K-12 school facility (Del Rio Riverbend) Refunding	2005-2	\$5,920,000	\$5,785,000
Placentia		89-1		\$0
Placentia - Yorba Linda Unified School District	K-12 school facility	1	\$5,505,000	\$0
	K-12 school facility Refunding	1	\$6,730,000	\$6,730,000
Saddleback Valley Unified School District	K-12 school facility	88-1	\$2,365,000	\$1,490,000
	K-12 school facility (Town Center)	88-1	\$8,635,000	\$5,280,000
	K-12 school facility (Rancho Cielo) Refunding	88-2	\$3,525,000	\$1,270,000

Mello-Roos: Perpetual Debt Accumulation and Tax Assessment Obligation

Community Facilities Districts - Mello Roos	Governance/Control	Name/ CFD Number	Original Bond Value	Principal Outstanding
	K-12 school facility (Robinson Ranch) Refunding	89-1	\$8,250,000	\$3,190,000
	K-12 school facility Refunding	89-2	\$15,686,602	\$6,731,602
	K-12 school facility (Rancho Trabuco) Refunding	89-2	\$3,208,398	\$1,890,000
	K-12 school facility Refunding	89-3	\$12,213,718	\$5,238,718
	K-12 school facility (Rancho Trabuco) Refunding	89-3	\$891,282	\$525,000
	K-12 school facility (Dove Canyon) Refunding	89-4	\$4,465,000	\$535,000
	K-12 school facility (Dove Canyon) Refunding	89-4	\$970,000	\$955,000
San Clemente	Multiple capital improvements, public works Refund	99-1	\$5,005,000	\$4,850,000
Santa Ana Unified School District	K-12 school facility Central Park(School Facs, Irvine Ranch WD & Orange County Fire Authority)	2004-1	\$11,785,000	\$11,355,000
Santa Margarita Water District	Water supply, storage, distribution (Taiega) Refunding	99-1	\$63,480,000	\$58,290,000
	Multiple capital improvements, public works(Taiega A&B) Refund	99-1	\$38,710,000	\$37,920,000

Mello-Roos: Perpetual Debt Accumulation and Tax Assessment Obligation

Community Facilities Districts - Mello Roos	Governance/Control	Name/ CFD Number	Original Bond Value	Principal Outstanding
Seal Beach	Multiple capital improvements, public works(Heron Point)	2002-01	\$3,985,000	\$3,610,000
	Multiple capital improvements, public works(Pacific Gateway Business Ctr.)	2005-01	\$8,800,000	\$8,595,000
Tustin	Flood control, storm drainage (Tustin Legacy/ john Laing Homes)	04-1	\$11,415,000	\$9,845,000
	Multiple capital improvements, public works (Tustin Legacy/ john Laing Homes)Refunding	04-1	\$9,350,000	\$9,350,000
	Multiple capital improvements, public works (Legacy & Columbia Villages Zones 1&2)	06-1	\$53,570,000	\$52,580,000
	Multiple capital improvements, public works (Legacy & Columbia Villages Zones 1&2)	06-1	\$1,675,000	\$1,600,000
	Multiple capital improvements, public works (Legacy/Retail Center)	07-1	\$13,680,000	\$13,550,000
Tustin Unified School District	K-12 Schools Facility-(Tustin Ranch)Refunding	88-1	\$64,615,000	\$47,955,000

Mello-Roos: Perpetual Debt Accumulation and Tax Assessment Obligation

Community Facilities Districts - Mello Roos	Governance/Control	Name/ CFD Number	Original Bond Value	Principal Outstanding
	K-12 Schools Facility-Sr Series A Refunding	97-1	\$87,697,675	\$83,332,675
	K-12 Schools Facility-Sr Series B Refunding	97-1	\$14,090,000	\$13,220,000
	K-12 Schools Facility-Elementary, Middle, High (Columbus Square)	06-1	\$13,560,000	\$13,545,000
	K-12 school facility Refunding	07-1	\$90,500,000	\$90,500,000
Total Districts		Total CFDs	Original Bond Value	Principal Outstanding
32		119	\$2,701,562,740	\$1,909,301,072

(Grand Jury, 2014-2015)



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9200/FAX: 248-9563 www.copousd.org

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SUPERINTENDENT
KIRSTEN M. VITAL

September 2015

Mr. Paul S. Borczik
Foreman
Orange County Grand Jury
700 Civic Center Drive West
Santa Ana, California 92701

Re: Response to Orange County Grand Jury Report, *Joint Powers Authorities: Issues of Viability, Control, Transparency, and Solvency, 2014-2015.*

Thank you for your report. Out of the ten findings contained in the report, we were asked to respond to the following findings:

F.1. Orange County has nine "inactive" Joint Powers Authorities that have no viable activity, revenue, expenditure, assets, or liabilities. The Grand Jury determined that these Joint Powers Authorities serve no benefit to the public or the taxpayers and have the potential for misuse or obfuscation of public funds.

F.4. Vertical Joint Powers Authorities with a single controlling entity, such as a city council, have the potential to use this organization structure as a shell company to avoid other legal constraints on the controlling entity and to obfuscate taxpayer visibility.

F.5. Vertical Joint Powers Authorities in which the controlling entity transfers assets from itself to a Joint Powers Authority for the purpose of obtaining additional funding, or signs a long-term lease to a Joint Powers Authority to obtain assets, are avoiding transparency and are not acting in the best financial interest of the taxpayers.

F.6. 32 of the Joint Powers Authority identified in Orange County are not complying with the California State reporting requirements in code Section 6500 and SB 282 according to the latest information available from the year 2013.

We understand we've been given the following directions to guide our responses to these findings: As to each Grand Jury finding, the responding person or entity shall indicate one of the following:

- (1) The respondent agrees with the finding
- (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.

Response to F.1:

- (1) We agree with the finding – while we have not independently reviewed or verified whether there are in fact 9 Joint Powers Authorities that are inactive, we have no reason to disagree with the finding.

Response to F.4:

- (1) We agree with the finding.

Response to F.5:

- (1) We agree with the finding.

Response to F.6:

- (1) We agree with the finding – while we have not independently reviewed or verified whether there are in fact 32 Joint Powers Authorities out of compliance, and Capistrano Unified Public Financing Authority is in

compliance, we have no reason to disagree with the finding.

Out of the eight recommendations contained in the report, we were asked to respond to the following recommendations:

R.1. All Orange County Joint Powers Authorities that are "inactive" should submit their official paperwork with the State of California requesting termination of their existence or provide at the next public meeting the justification for continuing the Joint Powers Authority.

R.3. All Joint Powers Authorities should take the following actions to insure transparency to the taxpayers: (1) have an annual outside audit, (2) post the complete audit on their website as a separate Joint Powers Authority entity, (3) send the audit to the County Controller and the State Auditor, and (4) ensure the required reports are filed annually to the County and the State.

R.4. The 32 Joint Powers Authorities that are not complying with the California State Law requiring annual reporting should become compliant by submitting their 2014 report by December 31, 2015, and submitting the required reports annually thereafter.

We understand we've been give the following directions to guide our responses to these recommendations:

As to each Grand Jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the Grand Jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore.

Response to R.1:

(2) The recommendation has not yet been implemented, but will be implemented in the future. The Capistrano Unified Public Financing Authority will submit the official paperwork with the State of California requesting termination of its existence. The timeframe for implementation shall occur by December 31, 2015.

Response to R.3:

(4) The recommendation will not be implemented because it is not warranted, since we are agreeing to implement R.1.

Response to R.4:

(4) The recommendation will not be implemented because it is not warranted, since we are agreeing to implement R.1.

Response to Orange County Grand Jury Report, *Joint Powers Authorities: Issues of Viability, Control, Transparency, and Solvency, 2014-2015*
September 2015

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

Sincerely,

Clark Hampton
Deputy Superintendent, Business and Support Services
Capistrano Unified School District

DRAFT



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
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September 2015

Mr. Paul S. Borzcik
Foreman
Orange County Grand Jury
700 Civic Center Drive West
Santa Ana, California 92701

Re: Response to Orange County Grand Jury Report, *Mello-Roos: Perpetual Debt Accumulation And Tax Assessment Obligation*, 2014-2015.

Thank you for your report. We noted the report's findings as follows:

- F.1. There is a lack of transparency to homeowners relative to how CFD funds are being used.
- F.2. There does not seem to be appropriate oversight and auditing of CFDs and special tax expenditures within the County of Orange.
- F.3. While the assumption is that the CFD debt would be repaid in a finite period of time, there is a mechanism available to controlling entities to extend debt obligations and thereby extend the CFD special tax in perpetuity.

We understand we've been given the following directions to guide our responses to these findings:

As to each Grand Jury finding, the responding person or entity shall indicate one of the following:

- (1) The respondent agrees with the finding
- (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.

Response to F.1:

- (2) We disagree with the findings – "how CFD funds are being used" are published in multiple reports:
 - 1) CFD expenditures are reported in the District's financial statements in the "Capital Projects Fund for Blended Component Units". The aggregated financial activity of this fund is published annually in the District's audit reports – including assets, liabilities, revenues, and expenditures. Audit reports are available to the public on both the District's website and its public disclosure website.
 - 2) Expenditures for each CFD individually are reported in the District's CFD administration reports – including debt payments, facilities projects, and administrative services. The reports are prepared annually and available from the District's business office upon request.
 - 3) More detailed information on specific facilities project expenditures is also reported in public meetings to the Board of Trustees on a monthly basis, and are accessible on the District's website or available from the District's business office upon request.

Response to F.2.

- (2) We disagree with the findings – CFD expenditures are recorded in the District's financial statements in the "Capital Projects Fund for Blended Component Units". The financial activity of this fund is audited annually and published annually in the District's audit reports. While not having a special oversight or appeals committee unique to the CFDs, additional oversight is provided by, and appeals managed by, the Board of Trustees, which receives detailed reports on the financial activity of the CFDs in public meetings.

SERVING THE COMMUNITIES OF:

AUSO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANTA MARGARITA • SAN JUAN CAPISTRANO

Response to F.3.

(2) We disagree partially with the findings. As currently written, California Government Code requires the special tax to have a finite end date, stating the following in regard to the resolution of intention to establish the district:

"the resolution shall specify a tax year after which no further special tax subject to this sentence shall be levied or collected" (California Government Code Section 53321(d)).

That said, while existing law requires the special tax to have an end date, some CFDs may have had a formation date that preceded this statutory requirement.

In Capistrano Unified School District, all CFDs have an end date – either established in the resolution of intention or subsequently established by the Board of Trustees.

We noted the report's recommendations as follows:

R.1. Each local agency that established the CFD should create an oversight committee and an audit committee to provide for an independent, transparent view of the manner in which CFD funds are being expended.

R.2. Audit report information, as delineated in California Government Code, 1982 § 53343.1, should be made available to the CFD taxpayers on a website after each fiscal year for each CFD number.

We understand we've been given the following directions to guide our responses to these recommendations:

As to each Grand Jury recommendation, the responding person or entity shall report one of the following actions:

- (1) The recommendation has been implemented, with a summary regarding the implemented action.
- (2) The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
- (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the Grand Jury report.
- (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore.

Response to R.1:

(3) The recommendation requires further analysis – the District is establishing a community committee to review and make recommendations to the Board of Trustees regarding school facilities and facilities funding sources (including CFDs). Oversight and accountability will be a topic of discussion at this committee. The District will include the Grand Jury's recommendation as a discussion item for the committee. The committee will then prepare a report with recommendations to the Board of Trustees. The timeframe shall not exceed six months from the date of publication of the Grand Jury report. The report itself is not dated, but we believe the report to have been published on June 29, 2015. Therefore, the timeframe shall not exceed December 29, 2015.

Response to R.2:

(3) The recommendation requires further analysis – although the District publishes CFD expenditure information in multiple reports, the information delineated in California Government Code Section 53343.1 is more detailed than what the District currently provides. The District will research the time and cost of District staff and its Special Tax Consultant to provide the additional detailed information in an annual report. This research will be reviewed by the Deputy Superintendent of Business and Support Services, who will then present this as an information item to the Board of Trustees for consideration. The timeframe shall not exceed six months from the date of publication of the Grand Jury report. The report itself is not dated, but we believe the report to have been published on June 29, 2015. Therefore, the timeframe shall not exceed December 29, 2015.

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

Sincerely,

Clark Hampton
Deputy Superintendent, Business and Support Services
Capistrano Unified School District

DRAFT

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

September 23, 2015

**FIRST READING – BOARD POLICY 2400, WHISTLEBLOWING AND REPORTS OF
SUSPECTED WRONGDOING**

This item was still being prepared by staff when the agenda went to print. The supporting documentation will be distributed to Trustees and posted on the web by Friday, September 18, 2015.

WHISTLEBLOWING AND REPORTS OF SUSPECTED UNLAWFUL OR IMPROPER CONDUCT

General Principles

It is the policy of the District to encourage District employees, applicants for District employment, District volunteers, and District contractors and vendors (including persons and entities who have responded to a Request for Proposals or a Request for Quotations) to report suspected unlawful and other improper conduct, including violation of law and of District Board Policy, on the part of a District employee, volunteer, contractor, vendor, or trustee, without fear of retaliation.

Furthermore, it is the policy of the District that all such reports of unlawful or improper conduct be investigated promptly and thoroughly, and that remedial action be taken as appropriate.

Anyone who makes a good-faith report of suspected unlawful or other improper conduct, and who is not involved in the wrongdoing, shall be free from retaliation.

Additionally, a District employee may not use, or attempt to use, his or her authority for the purpose of interfering with the right of another person to report unlawful or other improper conduct. To illustrate, such prohibited interference may take the form of promising to confer or conferring a benefit, or taking or recommending personnel action such as regarding employee appointment, promotion, transfer, assignment, performance evaluation, or discipline.

Any such retaliation, or interference with making a report, shall result in appropriate consequences.

This Policy covers both reports of what is commonly referred to as “whistleblowing,” as set forth in the following section, as well as reports of other suspected wrongdoing, as set forth in the third section of this Policy.

Whistleblowing

The provisions of various “whistleblowing” laws, including the California Reporting by School Employees of Improper Governmental Activities Act (“the Act”), *Education Code* §§ 44110 *et seq.* and *Labor Code* § 1102.5, are incorporated into this Policy, and are summarized herein. These laws also provide for criminal and civil penalties in certain circumstances.

Pursuant to the Act, District employees and applicants for District employment are encouraged to make reports of conduct which either:

(a) “violates a state or federal law or regulation, including, but not limited to, corruption, malfeasance, bribery, theft of government property, fraudulent claims, fraud, coercion, conversion, malicious prosecution, misuse of government property, or willful omission to perform duty;” or

(b) “is economically wasteful or involves gross misconduct, incompetency, or inefficiency.”

The Act provides protections for individuals who make a good faith report of such conduct. The Act also provides protections for individuals who make a good faith report of retaliation for having made such a report; or of retaliation for having refused to comply with an illegal directive to violate law or which would unreasonably threaten the health or safety of others.

Moreover, under *Labor Code* § 1102, a District employee may not be prevented from making a report of an alleged violation of law, regardless of whether disclosing the information is part of the employee's job duties.

Other Suspected Improper Conduct

There already are existing mechanisms for the reporting of various forms of improper conduct, pursuant to Board Policy and law, and these policies and procedures should be utilized whenever applicable.

BP 1312.1 – Complaint Procedures

BP 4031 – Complaints Concerning Discrimination in Employment

BP 4119.11 – Sexual Harassment

BP 5183 -- Sexual Harassment

Members of the District’s bargaining units may file Grievances pursuant to the terms of their respective collective bargaining agreements.

Otherwise, for reports of alleged violations of this Policy, the procedures set forth in the following section should be utilized.

Reports and Investigations

District employees, applicants for District employment, District volunteers, and District contractors and vendors are encouraged to report suspected unlawful and other improper conduct using procedures set forth in existing District policies and procedures when applicable. For reports of alleged violation of this Policy for which no District existing policy or procedure is applicable, reports and investigations shall be governed by this Policy, as detailed below.

Reports from employees or volunteers generally should be made to the immediate supervisor of that employee or volunteer. Reports from applicants for District employment generally should be made to the Assistant Superintendent, Personnel Services. Reports from contractors or vendors generally should be made to the Deputy Superintendent. If the individual to whom the report is to be made is suspected to be involved in the alleged wrongdoing, then the report is to be made to the next person up on the organizational chart. If the Superintendent or a trustee is suspected to be involved in the alleged wrongdoing, the report is to be made to the Board.

In order to further encourage such reports, the individual reporting the suspected wrongdoing shall have the option of making his or her report to an independent attorney, reporting directly to the Board (“Board Attorney”) who shall be under contract with the District, on an annual basis, to be available to receive such reports. For each such report, the Board Attorney shall make a recommendation to the Superintendent or to the Board, as appropriate, regarding how the report should be investigated and by whom. The Board Attorney shall have an attorney-client relationship with the Board, and communications between the Board Attorney and the Board shall be protected from disclosure by the attorney-client privilege. The Board Attorney shall have no professional involvement or engagement with the District except as provided in this Policy,

As appropriate, reports of suspected unlawful conduct also can be reported to governmental agencies which can include, depending on the nature of the specific allegation, the California Department of Fair Employment and Housing, the U.S. Equal Employment Opportunity Commission, California Department of Education, the Orange County Department of Education, the Orange County District Attorney, the Orange County Grand Jury, and local police agencies.

Reports should be made as soon as possible. Depending on the circumstances, certain statutes of limitations may apply as a matter of law.

All reports shall be investigated promptly and thoroughly.

This Policy does not authorize the disclosure of information or documentation otherwise prohibited from disclosure by law. To the extent practical, and subject to legal requirements, the person making the report shall be advised of the outcome of the investigation.

At the discretion of the Superintendent, the Board, or the Board Attorney, depending on who is the recipient of the report, and depending on the seriousness, complexity, and sensitivity of the allegations, the investigation shall be conducted by a District administrator, by an independent investigator, or by the Board Attorney.

As deemed necessary, a hearing panel can be convened to adjudicate investigative findings.

BP 2250 – Hearing Panels.

To the extent practical, and subject to legal requirements, reports made hereunder, as well as related documents and information, shall be kept confidential, and the identity of the reporting individual shall not be disclosed.

The Superintendent shall keep the Board of Trustees regularly informed, on at least a quarterly basis, of reports submitted under this Policy along with the investigatory findings. The Board may consider such reports in Closed Session when permitted under the Brown Act.

The Superintendent shall develop a Report Form to implement this Policy.

Policy
approved: XXXX, 2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

ADMINISTERING MEDICATION

The Governing Board recognizes that students may require medication while at school. All administration of medications shall be performed in the school health office, except as modified under provisions of Board Policy 5181 (Section 504 of the Rehabilitation Act) to meet individual health-related needs.

(cf. 5181 - Section 504 of the Rehabilitation Act)

With the exception of the administration of epinephrine auto-injectors, before a designated employee assists in the administration of any prescribed medications to any student during school hours, the District shall have:

1. A written statement from the student’s physician detailing the method, amount and time schedules by which the medication is to be taken, and any potential side effects.
2. A written statement from the student’s parent/guardian requesting the District assist the student in taking the medication as prescribed by the physician. (Education Code 49423)

Parents/guardians shall be asked to provide a properly labeled pharmacy bottle, containing the name and telephone number of the pharmacy, the student’s identification, name of the physician, time of administration, and dosage of the medication to be given.

Designated employees shall:

1. Be responsible for the medication at school and administer it in accordance with the physician’s indicated instructions.
2. Maintain a list of students needing medication during school hours, including the type of medication, times, and dosage.
3. Maintain a log recording the student’s name and the time and date when medications were given.
4. Keep all medication in a locked drawer or cabinet.

Parents/guardians who request that a student be allowed to self-administer, monitor or treat his/her existing medical condition must make this request in writing and provide written approval by the student’s physician. Such requests require the principal’s approval and be approved by the District Nurse and Executive Director, ~~Pupil Services~~ Student Support Services, consistent with Board Policy 5162.

ADMINISTERING MEDICATION (continued)

Notifications

The Superintendent or designee shall inform all parents/guardians of the following requirements:
(Education Code 49480)

1. The parent/guardian of a student on a continuing medication regimen from a nonepisodic condition shall inform the school principal or designee of the medication being taken, the current dosage and the name of the supervising physician.
2. With the parent/guardian's consent, District health staff may communicate with the student's physician regarding the medication and its effects and may counsel personnel regarding the possible effects of the drug on the student's physical, intellectual and social behavior, as well as possible behavioral signs and symptoms of adverse side effects of omission or overdose.

Anaphylactic Injections

Epinephrine Auto-Injectors

The Superintendent or designee shall provide epinephrine auto-injectors to school nurses or other employees who have volunteered to administer them in an emergency and have received training. The school nurse, or a volunteer employee when a school nurse or physician is unavailable, may administer an epinephrine auto-injector to provide emergency medical aid to any person suffering, or reasonably believed to be suffering, from potentially life-threatening symptoms of anaphylaxis at school or a school activity. (Education Code 49414)

Epinephrine auto-injector means a disposable drug delivery system with a spring-activated needle that is designed for emergency administration of epinephrine to provide rapid, convenient first aid for persons suffering a potentially fatal reaction to anaphylaxis. (Education Code 49414)

Anaphylaxis means a potentially life-threatening hypersensitivity to a substance, which may result from an insect sting, food allergy, drug reaction, exercise, or other cause. Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. (Education Code 49414)

(cf. 5141.23 - Asthma Management)

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

BP 5162(c)

ADMINISTERING MEDICATION (continued)

~~1. Parents/guardians of students who may require emergency anaphylactic injections shall provide written permission for authorized staff to administer these injections.~~

~~2. Each year, school employees designated by the principal shall receive training in administering anaphylactic injections. Qualified medical personnel shall provide this training.~~

1. At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer an epinephrine auto-injector and describing the training

that the volunteer will receive. (Education Code 49414)

2. The principal or designee at each school may designate one or more volunteers to receive initial and annual refresher training, which shall be provided by a school nurse or other qualified person designated by a physician and surgeon authorized pursuant to Education Code 49414, and shall be based on the standards developed by the Superintendent of Public Instruction. Written materials covering the required topics for training shall be retained by the school for reference. (Education Code 49414)

3. The principal or designee shall schedule inservice meetings to:

- a. Familiarize authorized staff with the prescribed medications and their location.
- b. Ensure authorized staff are competent to administer ~~anaphylactic injections~~ epinephrine auto-injectors.
- c. Train all school personnel to recognize the symptoms of anaphylactic reactions.

Physicians and parents/guardians of students who may require ~~anaphylactic injections~~ epinephrine auto-injectors may be invited to attend these meetings.

4. The principal or designee shall prepare a list of students who may need emergency ~~anaphylactic injections~~ epinephrine auto-injectors. This list shall be given annually to all concerned staff.

5. All medication for injections shall be labeled with the ~~student's name~~, type of medicine, and expiration date.

6. The principal or designee shall post in the school health office a list of symptoms usually associated with anaphylactic reactions and a clear, specific procedure for administering injections in case of emergency. If authorized staff are not available at the time of an emergency, this written procedure will be followed by anyone who must administer the injection in order to save a life.

BP 5162(d)

A school nurse or other qualified supervisor of health, or a district administrator if the district does not have a qualified supervisor of health, shall obtain a prescription for epinephrine auto-injectors for each school from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or epinephrine auto-injector manufacturers. Elementary schools shall, at a minimum, be provided one adult (regular) and one junior epinephrine auto-injector. Secondary schools shall be provided at least one adult (regular) epinephrine auto-injector, unless there are any students at the school who require a junior epinephrine auto-injector. (Education Code 49414)

If an epinephrine auto-injector is used, the school nurse or other qualified supervisor of health shall restock the epinephrine auto-injector as soon as reasonably possible, but no later than two weeks after it is used. In addition, epinephrine auto-injectors shall be restocked before their expiration date. (Education Code 49414)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering epinephrine auto-injectors shall be provided to each volunteer and retained in his/her personnel file. (Education Code 49414)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying of the requirements of Education Code 49414, including, but not limited to, the acceptance of epinephrine auto-injectors from a manufacturer or wholesaler. (Education Code 49414)

(cf. 3290 - Gifts, Grants and Bequests)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of epinephrine auto-injectors for a period of three years from the date the records were created. (Business and Professions Code 4119.2)

(cf. 3580 - District Records)

Policy
adopted: August 18, 1997

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California



CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, CA 92675

Date:
To: All Staff
From:
Re: Request for Volunteers to be Trained to Administer an Epinephrine Auto-Injector (Epi Pen)

Senate Bill 1266 (Huff) amended Education Code section 49414, effective January 1, 2015, requiring school districts to provide emergency epinephrine auto-injectors (Epi Pens) on school campuses to provide emergency medical aid to persons suffering from an anaphylactic reaction. Section 49414 authorizes volunteer school employees to be trained to administer an Epi Pen to any person on the campus who is suffering, or is reasonably believed to be suffering from anaphylaxis, a potentially life threatening hypersensitivity to food, insects, or other substances.

The purpose of this notice is to request volunteers to be trained to administer an Epi Pen to persons experiencing a severe allergic reaction, in the absence of a school nurse. An Epi Pen is a FDA approved pre-dosed intramuscular injection that provides rapid and convenient first aid for persons suffering a potentially fatal reaction to anaphylaxis.

Volunteers will receive initial training from the school nurse or other licensed healthcare professional and annual refresher training regarding the emergency use, administration and storage of an Epi Pen consistent with the training requirements established by the State Superintendent of Public Instruction.

Employees who volunteer to administer an Epi Pen will be provided a defense and indemnification by the school district for any and all civil liability, in accordance with, but not limited to, Government Code section 810 *et seq.* A copy of this information will also be retained in the volunteer employee's personnel file. If you have any questions regarding this request for volunteers, please contact _____ (insert name) at _____ (insert phone number).

To volunteer to be trained to administer an Epi Pen, please sign and complete the following and return to your school principal:


Name: _____ (Print Name)

School: _____ Position: _____

- I wish to volunteer to be trained to administer an epinephrine auto-injector (Epi Pen).
 I understand that I will be trained by the school nurse or other licensed healthcare professional.

Signature: _____ Date: _____

STANDING ORDER CERTIFICATION FORM

Practitioner Name:	Marc Lerner		
Practitioner Address:	200 Kalmus Court Mesa CA	 Center for Healthy Kids & Schools Marc Lerner, MD, G47734	
Practitioner Phone:	714 327 8186		
Date:	7/15/15	200 Kalmus Drive, Costa Mesa, CA 92628-9050 714-327-8186 / Fax 714-327-1363	

Shipment Information

Recipient Name:	WENDY POSPICHAL, Ed. D
Recipient Title:	EXECUTIVE DIRECTOR STUDENT SUPPORT SERVICES
Recipient Address:	33122 VALLE ROAD SAN JUAN CAPISTRANO, CALIFORNIA 92675

By signing this Certification form, I certify that, under applicable state law, I may (1) purchase and possess quantities of EpiPen® (epinephrine injection) or EpiPen Jr® (epinephrine injection) Auto-Injectors (the "Product"), (2) prescribe, furnish and administer the Product to patients, (3) issue standing orders or otherwise delegate to appropriate persons the authority to prescribe, furnish or administer the Product to a student at a school or involved in a school-related activity, and (4) ship, or direct shipment of, quantities of the Product to a school for prescribing, furnishing or administering to a student at the school or involved in a school-related activity.

Practitioner Signature: Marc Lerner MD
 Date: 7/15/15

Indications

EpiPen® (epinephrine injection) 0.3 mg and EpiPen Jr® (epinephrine injection) 0.15 mg Auto-Injectors are indicated in the emergency treatment of type 1 allergic reactions, including anaphylaxis, to allergens, idiopathic and exercise-induced anaphylaxis, and in patients with a history or increased risk of anaphylactic reactions. Selection of the appropriate dosage strength is determined according to body weight.

Important Safety Information

EpiPen® and EpiPen Jr® Auto-Injectors should only be injected into the anterolateral aspect of the thigh. **Do not inject intravenously, into buttock, or into digits, hands, or feet.** Epinephrine should be used with caution in patients with certain heart diseases, and in patients who are on drugs that may sensitize the heart to arrhythmias, because it may precipitate or aggravate angina pectoris and produce ventricular arrhythmias. Arrhythmias, including fatal ventricular fibrillation, have been reported in patients with underlying cardiac disease or taking cardiac glycosides or diuretics.

Patients with certain medical conditions or who take certain medications for allergies, depression, thyroid disorders, diabetes, and hypertension, may be at greater risk for adverse reactions. Other adverse reactions include anxiety, apprehensiveness, restlessness, tremor, weakness, dizziness, sweating, palpitations, pallor, nausea and vomiting, headache, and/or respiratory difficulties.

EpiPen® and EpiPen Jr® are intended for immediate administration as emergency supportive therapy only and are not intended as a substitute for immediate medical or hospital care. In conjunction with the administration of epinephrine, the

Epinephrine Standing Order Protocol

I, the undersigned Physician, for the purpose of facilitating the use of epinephrine in the case of potentially life-threatening allergic reactions (anaphylaxis) in individuals and in compliance with all applicable state laws and regulations, issue this epinephrine standing order Protocol ("Protocol") on the following terms:

Physician License: I represent that I: (a) am licensed to prescribe legend drugs in this state as set forth below; (b) am qualified to practice medicine in this state; and (c) am in good standing with the appropriate professional licensing board.

Epinephrine: This Protocol constitutes my standing order for the treatment of anaphylaxis and the use of epinephrine in emergency situations as further described below in a school setting.

Delegation: I, the undersigned Physician, delegate authority to all appropriate medical and school personnel employed by or acting on behalf of the below described school system.

Issued to: CAPISTRANO UNIFIED SCHOOL DISTRICT
Name of School/ District
33122 VALLE ROAD
Street Address
SAN JUAN CAPISTRANO, CALIFORNIA 92675
City, Zip Code

Standing Order: All appropriate medical and school personnel (including, but not limited to, any Registered Nurse) employed by or acting on behalf of the school system may administer epinephrine via an undesignated epinephrine auto-injector to an individual using professional judgment if an individual is experiencing a potentially life-threatening allergic reaction(anaphylaxis).

Emergency Treatment Procedures: The following treatment Protocol will be utilized to manage anaphylactic reactions. Anaphylaxis is a life-threatening allergic reaction that is rapid in onset and may cause death.

- 1. Dosage: If conditions of anaphylaxis are developing or present themselves, administer epinephrine USP as epinephrine auto-injector, EpiPen (epinephrine injection) or EpiPen Jr (epinephrine injection) Auto-Injector, intramuscularly into the antero-lateral aspect of the thigh (through clothing if necessary). Selection of the appropriate dosage strength (EpiPen 0.3 mg or EpiPen Jr 0.15 mg) is determined according to patient body weight, as discussed in the product labeling.
a. For individuals 33 to 66 pounds, use one EpiPen Jr (0.15 mL epinephrine injection, USP, 1:2000) auto-injector to deliver 0.15 mg of epinephrine injection, USP.
b. For individuals approximately 66 pounds and greater, use one EpiPen (0.3 mL epinephrine injection, USP, 1:1000) auto-injector to deliver 0.3 mg of epinephrine injection, USP.
2. Frequency: Up to 20% of individuals who receive epinephrine will require more than one dose before symptoms are alleviated. More than two sequential doses of epinephrine for the same episode should be administered only under direct medical supervision.
3. Referral: The individual must be referred to a physician for medical evaluation, even if symptoms resolve completely. Symptoms may recur after the epinephrine wears off, as much as 24 hours later.
4. Documentation and Notification: Document the details of the incident and notify the individual's parent, guardian, or caretaker and primary care physician in accordance with school policy.

In every case, emergency services must be contacted as soon as possible by calling 911.

Please review the attached prescription:

Effective Date: 7/15/15
Physician Signature: Marc Lerner MD
Physician Name (printed): Marc Lerner
Physician Contact Number: 714 327 8186
Physician Address: 200 Kalmus Dr. Costa Mesa, CA 92626

CENTER FOR Healthy Kids & Schools
Marc Lerner, MD, G47734
200 Kalmus Drive, Costa Mesa, CA 92628-9050
714-327-8186 / Fax 714-327-1363

USE OF SCHOOL FACILITIES

PHILOSOPHY

The ~~Governing Board of Trustees of the District~~ encourages the use of District facilities by community groups for purposes other than the conduct of the instructional program. The use must not interfere with the educational programs or other public school purpose of the District and must be in compliance with the Civic Center Act ~~all laws, rules and regulations as established by the State of California~~ and restrictions as appropriate when determined by the District. Civic Center Community Group use of District facilities shall be scheduled in a manner that does not interfere with the orderly operation of the campus or facility and shall be managed in a way that maximizes benefits to the school and its students and minimizes negative impacts to the surrounding community.

School related activities shall have activity priority in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

~~In general, such use shall be for the recreational, educational, scientific, literary, economic, political, artistic, or moral interests of the community, or for the discussion of matters of general or public interest.~~

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the ~~District~~ and community. The approval for the use of school facilities shall not be interpreted that the Board ~~its Member~~ and/or District staff have endorsed the event or its message.

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities on those days on which the school is closed. (~~Education Code §37220~~)

For the effective management and control of the school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (~~Education Code §38133~~)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities.
2. Preserve order in school buildings and on school grounds and protect school facilities, designating a person to supervise this task, if necessary.
3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work. There shall be no advertising on school facilities and grounds except as ~~allowed by District policy specified in BP 1325~~ otherwise expressly permitted by Board Policy.

USE OF SCHOOL FACILITIES (continued)

AUTHORITY

1. California law permits the ~~governing board~~ Board of a School District to grant the use of school buildings or grounds for public use. ~~The Board may also establish such terms and conditions of usage as it deems proper, subject to the limitations, requirements and restrictions set forth in the Education Code of the State of California.~~ The Board, or Superintendent or designee, has the authority to adjust fees or exempt any group or organization from any and all fees for in-kind services. In-kind services may include gymnasium clean-up, stadium clean-up, and multi-purpose room clean-up. Free use groups may also be required to reimburse the District for the cost of other staff needed for the proposed activity or event and will be charged the current fair market value for any event for which admission is charged or donations are solicited.
2. Use of school property shall be under the supervision and control of a duly appointed representative of the District if necessary.
3. It is the duty of the representative of the District to see that District rules and regulations are enforced and to report any violations or attempted violations to the Executive Director, Facilities/Maintenance and Operations.
4. Conditions stipulated related to consideration or allowance of an event, e.g., security, supervision, etc., are at the discretion of District staff.

BASIC GUIDELINES FOR THE USE OF SCHOOL FACILITIES BY GROUPS

1. Basic guidelines are set by law and the District to ensure that all individuals and groups receive equal consideration in the determination of access to school facilities and appropriate fees charged. Basic to this consideration is an obligation on the part of the District to review the following:
 - a. Determine whether a proposed activity or meeting is one within the purview of the Civic Center Act, for public, literary, scientific, recreational, educational, or public agency meetings, religious services for temporary periods, child care or day care programs, administration of examinations for the selection of personnel, supervised recreational activity, a community youth center, or a ceremony, patriotic celebration, or related education assembly conducted by a veteran's organization.
 - b. Determine whether a group requesting use of school facilities is organized for charitable or general character building purposes. (See (d)(2)(a))
 - c. Determine whether the applicant will charge admission, collect money, or solicit dues.

USE OF SCHOOL FACILITIES (continued)

2. All groups qualifying under the provisions of the Civic Center Act may use school facilities for non-school purposes. Groups must adhere to the rules and regulations as set forth by the Board. In general, the subject matter of such meetings shall pertain to matters of general public interest.

PROHIBITED USE

1. State laws prohibit the use of school facilities for subversive, immoral, offensive or harmful purposes. The use of school facilities shall not be granted to persons, forums, operations, groups, clubs, or associations that which:

- a. May, by such use, be reasonably expected to expose the property of the District to damage through excessive wear and tear, riot, mob action, or violence of any kind;
 - b. Any act Intends to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States or of the state by force, violence, or other unlawful means;
 - c. Uses the property in a manner which would be contrary to the best interests of the District impede the District's mission, such as any activity that interferes or disrupts the education and safety of students or any activity that is unlawful on a District site (this may include skateboarding, ~~consuming~~ consumption of alcohol (not applicable to unopened containers of alcohol)] or smoking); or
 - d. Desires the use of facilities not consistent with the Civic Center Act or adopted Board policies.
 - e. Aids or advances any religious purpose or denominational doctrine or instruction. (Exception-Temporary use may be granted for religious services upon such terms and conditions as the Board of Education of Trustees deems proper, including payment of fair rental rates.)
 - f. Use of facilities by any organization, group or individual that Illegally discriminates on the basis of race, religion, creed, color, marital status, veteran status, sex, sexual orientation, gender identity, national or ethnic origin, age or disability.
 - g. Sale of Sells Intends to sell food or beverages in competition with, or interfering with, school cafeteria operations during normal school hours.
2. The Superintendent, or designee, will approve or deny applications for the use of facilities as to the appropriateness of the request after initial review of the application by the school administrator of the facility desired.
3. Outside events will not be scheduled in conflict with school activities.

USE OF SCHOOL FACILITIES (continued)

4. No person, group or activity may engage in the following:
 - a. Consumption of alcoholic beverages.
 - b. Use of narcotics or drugs for purposes other than medical, and then only under the direct supervision of a duly licensed medical physician.
 - c. Fighting, quarreling, abusive language or noise of any kind which may be offensive to other activities or the neighborhood.
 - d. Activities which disrupt the daily operations of the District or the instructional program.

Violations of any of the conditions noted above shall be grounds for immediate revocation of the permit for use of such facilities. In the event of such revocation, all persons so affected shall immediately vacate the school facility.

5. Use of school facilities may be denied for any activity which might be considered dangerous or present significant safety issues. The District may request the agency, e.g., Fire Department, Health Department, to review facilities requests, assuring compliance with all conditions of sanitation and potential fire hazards.

DEFINITION OF TERMS

1. Charitable Purposes

A charity is generally defined as an organization or institution engaged in gratuitous acts or works of benevolence to the needy. The following are examples of charitable purposes:

- a. Those organizations which exist solely for the purpose of gratuitously alleviating public distress, e.g., American Red Cross.
 - b. Those organizations or groups which raise funds to give relief to specific classes or groups which because of unusual conditions are unable to help themselves, e.g., victims of a community fire.
 - c. Groups directed and organized toward the benefit of needy persons or worthy projects.
2. Character Building Purposes
 - a. Character building is the act of instilling ~~acceptable~~ qualities of morality in an individual, such as truth, honesty, moral vigor, kindness and mental and physical

USE OF SCHOOL FACILITIES (continued)

courage. Mental and physical self-discipline have always been considered desirable qualities of character and an organization formed to promote and build these concepts into the character of an individual, particularly a minor person, is properly defined as a character building organization, e.g., Boy Scouts of America. In addition, some athletic organizations which exist for the purpose of building discipline concepts of honesty, fair play, and physical courage qualify as "character building" organizations.

PRIORITY FOR FACILITY USE

Facilities utilization will be prioritized in the following manner (listed in order of priority):

1. Activities and programs directly related to the instructional and educational program(s) of the District.
2. Events or activities:
 - a. Designed to serve the youth and citizens of the individual school community which are planned and directed by school related groups and;
 - b. Connected with community recreational programs.
3. Use by community organizations whose primary purpose is service to youth or the improvement of the general welfare of the community.
4. Use by individuals or groups who are eligible to rent the facilities for legitimate purposes and whose net receipts are not expended for pupil welfare or charitable purposes.

SAFETY/REASONABLE USE ISSUES

Safety/reasonable use issues are defined as follows:

1. A facilities use permit does not ~~necessarily~~ authorize the use of certain District or student body equipment. Furniture normally accessible will be available without permit. Arrangements for supervision, operation and payment for the use of any special equipment shall be noted at the time of the submission of the Facilities Use Application (DW-8) to the school administrator.
2. No structures may be erected or assembled on school premises nor may any extraordinary electrical, mechanical or other equipment be brought on the premises unless special approval has been obtained from the school administrator and Executive Director, Maintenance and Operations, at submission of the Facilities Use Application (DW-8).

USE OF SCHOOL FACILITIES (continued)

3. Use of school facilities ~~for nonschool purposes~~ shall comply with all state and local fire, health and safety laws.

FEE STRUCTURE

1. Non-profit/Youth-serving Groups- Group A

a. “District expense only” shall be charged to non-profit/youth-serving groups whose organizations qualify under the Civic Center Act and who exist for purposes of general character building, ~~and welfare purposes~~. Organizations with a fee for participation may be asked to comply with the guidelines for a nonprofit organization as determined by the District. If special facilities or services are required at unusual times, or are requested or required at times when normal services are not available, the additional cost of providing such facilities and/or services may be charged. Organizations which qualify for “District expense only” include, but are not limited to, the following:

- (1) ~~Parent-faculty organizations~~ Teacher Associations (PTA’s).
- (2) Foundations or organizations created for the purpose of benefiting the District.
- (3) Boy Scouts of America, and Girl Scouts of the United States of America, and ~~affiliated~~ similar youth organizations.
- (4) School employees' organizations.
- (5) Youth athletic organizations.
- (6) Recreational activities sponsored by city government and parks and recreation departments.
- (7) Booster clubs.

Groups in this category such as ~~Parent Teachers Organizations Associations (PTAs)~~ whose sole purpose is to support the students in this district shall be considered to have met the “in kind service” requirement.

b. Organizations requesting “District expense only” use of facilities may be asked to qualify under the following guidelines:

- (1) Must be registered as a nonprofit organization with the ~~Secretary of State.~~ Secretary of State, Attorney General of the State of California, and

USE OF SCHOOL FACILITIES (continued)

~~receive proper authority~~ recognized as a nonprofit organization by the California Franchise Tax Board.

- (2) Must have an active board of directors or equivalent, none of whom shall receive compensation for their services.
- (3) Must use fees or donations for direct operating expenses of the requesting agency.
- (4) Must not have undistributed reserves that exceed a reasonable amount.
- (5) Must meet the interests and needs of a segment of the community.
- (6) Must generally be open to the public.
- (7) Must have a copy of by-laws/charter, philosophy, purpose of organization, available for review upon submission of request.
- (8) Must not involve activities which promote individual gain or reflect in nature a commercial enterprise.
- (9) Must be able to submit a financial report at the request of the District.
- (10) Must meet liability insurance coverage as established by the District.

2. Non-profit Community Groups - Group B

a. “Basic rental cost” shall apply to those organizations who charge admission fees or solicit contributions and the net proceeds are not totally expended for the welfare of the students of the District or for charitable purposes. The District charge shall be in amounts sufficient to pay the cost to the District for supplies, utilities and salaries of the District personnel necessitated by the use. Organizations which qualify for “basic rental cost” include, but are not limited to, the following:

- (1) An approved non-profit community group which chooses to use school facilities for a meeting where an admission is charged or where donation or contribution is solicited, and the net proceeds are not expended for welfare purposes or benefit of the students in the District. This would also include an organizational meeting that is closed to the general public.
- (2) All other organizations which meet the legal requirements for usage of school facilities as set by the Education Code.

USE OF SCHOOL FACILITIES (continued)

b. ~~Church~~-Utilization by Religious Organizations

- (1) Use of school facilities for religious services may be granted to organized ~~church~~-religious groups for a temporary period of time on a one-time or renewable basis.

3. Commercial Use - Group C

Use of facilities for commercial purposes shall apply to all citizens, associations, clubs or organizations which are not qualified for classification as District expense only users or as basic rental cost users, yet are formed for recreational, educational, political, economic, artistic, or moral activities. Any monies received may be used for purposes other than the welfare of the students in the District or charitable purposes.

- a. The applicant shall be a responsible citizen or a responsible organization.
- b. The purpose of the meeting shall be to engage in supervised recreational activities or to discuss any subjects and questions which pertain to the educational, political, economic, artistic, and moral interests of the citizens of the school community.

APPLICABLE ADDITIONAL REQUIREMENTS

1. The Federal government considers that Group A and B applicants are receiving considerable assistance from the District and therefore must abide by all applicable Federal regulations.

2. Furthermore, in order to receive the benefits of the Group A or B fee schedule from the District (significant assistance), the applicant must agree that:

- a. They will not discriminate against any person on the basis of disability, race or ethnicity, nationality, gender, sexual orientation or religion.
- b. Where necessary and in order for an individual with disabilities to be able to participate effectively, the program will be reasonably modified, without increased cost to the participant.
- c. The modifications or services must be provided unless doing so would fundamentally alter the nature of the program or present an undue burden. Any determination that participation would result in a fundamental alteration of the program or an undue burden, must be made on an individual basis.

3. No booking will be made which will interfere with any school function, since school activities necessitate the use school facilities. Previously reserved non-school activities may, of necessity, require cancellation.

USE OF SCHOOL FACILITIES (continued)

4. The District will require the applicant to furnish comprehensive general liability insurance.
5. All fees shall be paid by check or cashiers check. Checks shall be payable to the Capistrano Unified School District.
6. Rental rates do not include ushers, stage-hands, cafeteria personnel, or other personnel of similar nature, but do include utilities and limited custodial services.
7. All hours that the facilities are utilized will be billed at rates approved by the Board.

APPLICATION PROCESS

1. The completed online facility use permit application form ~~(DW-8)~~ shall be submitted ~~with a non-refundable application processing fee, determined annually,~~ to the school administrator of the facility desired. The automated application ~~DW-8~~ is the form and document which allows the school administration and the applicant to arrive at a complete and equitable understanding as to what their desires are regarding the use of school property. Therefore, it is of the utmost importance that the applicants insert all information pertinent to the planned activity and review the rules and regulations of the application. ~~In the event an electronic application process is established, the same procedures will be followed.~~
2. When an application shows irregularities which the school administrator believes are unusual, the site administrator shall notify the Superintendent, or designee, who shall review the application. The Superintendent, or designee, will notify the applicant of the time and place for an in-depth review and extend to the applicant an invitation to answer questions which may arise regarding the application.
3. The Superintendent, or designee, under the authority of the Board, may deny the use of or cancel any permit for use of school facilities to anyone or any organization if the activity reflects upon any citizen because of race, creed, ~~or~~ color, marital status, veteran status, sex, sexual orientation, gender identity, national or ethnic origin, age or disability.
4. The Board may request, through the Superintendent, or designee, that it be furnished with a written discourse which the organization intends to present during the course of the planned meeting or activity. If this material shows itself to be in any way contrary to any law, rule, Board Policy, or regulation of the District, the Superintendent, on behalf of the Board, may deny the proposed use by the organization,
5. Applicants using school property or facilities must comply with all existing laws, rules, and regulations pertaining to the use and occupancy of school facilities.

USE OF SCHOOL FACILITIES (continued)

6. After facility use approval, the school administrator may deny any application or cancel any permit when in his/her opinion the use may be contrary to any existing laws or create a condition which may cause a disturbance or pose a safety hazard.
7. All applications should be directed to the school administrator of the facility, not less than ten (10) days before a desired use is to take place.
8. Any group using an auditorium or stage area shall not disturb, move or change any existing equipment, except with the permission of the designated school personnel.
9. When special activities take place which require extra equipment, such as television lines, etc., the District administration may require, in addition to fees, additional cash deposits to ensure removal of the equipment and to cover the cost of damage caused by the use of such equipment.
10. The officers of the Group are responsible for cleaning and returning the facilities to the same condition they were received by the closing time designated on the permit. Groups exceeding allocated times of closure will be assessed a fee sufficient to cover excess service costs, as determined by the fee schedule.

LIMITATIONS

1. Smoking shall not be permitted on school District property in accordance with all state and federal tobacco-free work place requirements. No games of chance or lotteries, as defined by Section 319 of the ~~California State~~ Penal Code, will be permitted on school premises, except bingo games (as authorized by ~~California State~~ Penal Code Section 326.5) and raffles conducted by nonprofits, subject to compliance with Penal Code Section 320.5 and applicable regulations. Non-profits are allowed raffles under certain circumstances, and must be regulated by the Attorney General of the State of California or raffles (money is not received as the prize) conducted by the following groups of school based organizations whose primary purpose is to raise money for the enhancement of school related programs:
 - a. CUSD Parent-~~Teacher groups~~-Teacher Associations (PTAs);
 - b. CUSD School Co-curricular/Extracurricular Support Groups.
2. Only school employees are permitted to use the school office or equipment.
3. The loan of school furniture and equipment to individuals for personal or private purposes is prohibited.

USE OF SCHOOL FACILITIES (continued)

4. The school telephone is available only to employees for official business except in emergencies and when a pay or cell telephone is not available.
5. All permits will be issued for specific rooms and for specific hours; therefore, it should be the responsibility of the organization that ~~to see~~ the unauthorized portions of the building are not utilized.
6. Storage of non-District owned items on District property is prohibited except with prior written authorization from the Superintendent or designee. If allowed, a complete inventory of items to be stored and appropriate insurance coverage will be provided to the Executive Director, Maintenance and Operations.
7. Facilities use, authorized or unauthorized by the District, shall be subject to all curfews, laws, and local, city/park regulations in terms of access. Unauthorized use of facilities, play areas, and grounds are subject to prosecution for trespassing.

SCHEDULE OF FEES

~~The current facility use fee structure can be viewed in the Community section of the District website. All fees are per hour unless designated otherwise. Personnel costs may vary as the result of negotiated contract settlements. Submission of a Use of School Facilities Application Form (DW-8), available on the District website, requires enclosure of a nonrefundable application fee \$50.00 for non profit and \$100.00 for profit.~~

~~All fees on the schedule are at a per hour rate unless designated otherwise and personnel costs may be increased as the result of negotiated contract settlements.~~

~~Fees for single use permits must be paid in full will require payment of all fees 5 business days prior to the scheduled use event.~~

Current Fee Structure: See AR 1.4.

Legal Reference:EDUCATION CODE10900 10916 Community Recreation Programs40040 40047 Civic Center Act: use of school property for public purposesACLU of So. Calif. v. Board of Education of Los Angeles (1961), 55 Cal 2nd 167ACLU of So. Calif. v. Board of Education of San Diego (1961), 55 Cal 2nd 906ACLU of So. Calif. v. Board of Education of Los Angeles (1963), 59 Cal 2nd 203ACLU of So. Calif. v. Board of Education of San Diego (1963), 59 Cal 2nd 224Connell v. Higgenbotham (1971), 403 US 207, 91 S.Ct. 1772Cole v. Richardson (1972), 405 US 676, 92 S.Ct. 1332HEALTH AND SAFETY CODE

USE OF SCHOOL FACILITIES (continued)

~~_____ 24167 Implementation of tobacco use prevention program~~

Management Resources:

~~_____ LEGAL ADVISORY~~

~~_____ 1101.89 School District Liability and "Hold Harmless" Agreements,~~

Legal Reference:

EDUCATION CODE

10900-10914.5 Community recreation programs

32282 School safety plan

37220 School holidays

38130-38138 Civic Center Act, use of school property for public purposes

48930. Purpose and privileges of student body organization

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises

MILITARY AND VETERANS CODE

1800 Definitions

UNITED STATES CODE, TITLE 20

7905 Equal access to public school facilities

COURT DECISIONS

Good News Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384

Cole v. Richardson, (1972) 405 U.S. 676

Connell v. Higgenbotham, (1971) 403 U.S. 207

ACLU v. Board of Education of Los Angeles, (1961) 55 Cal .2d 167

Ellis v. Board of Education, (1945) 27 Cal.2d 322

ATTORNEY GENERAL OPINIONS

82 Ops.Cal.Atty.Gen. 90 (1999)

79 Ops.Cal.Atty.Gen. 248 (1996)

Management Resources:

CSBA PUBLICATIONS

~~Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010~~

~~Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009~~

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.ede.ca.gov>

Policy

adopted: October 2, 1995
revised: June 14, 1999
revised: September 15, 2000
revised: May 14, 2001
revised: September 8, 2004
revised: September 12, 2005
revised: July 2, 2007
revised: December 10, 2007
revised: June 15, 2010
revised:

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – SPECIAL BOARD MEETING
AUGUST 12, 2015
EDUCATION CENTER – BOARD ROOM

President Hatton-Hodson called the meeting to order at 5:01 p.m. and announced attorney Jeanne Blumenfeld will be present during the discussion of closed session agenda item 3A.

The following speaker addressed the Board:

- *Bob Picazo spoke regarding a closed session item pertaining to anticipated litigation. Mr. Picazo asked the Board to right a wrong and expressed to the Board that the group here tonight stands beside their colleagues.*
- *Bob Janko spoke regarding a closed session item pertaining to anticipated litigation. Mr. Janko requested the Board support the employees in this matter.*

At 5:08 p.m. the Board recessed to closed session to: confer with Legal Counsel regarding Anticipated Litigation; confer with Labor Negotiators; discuss Public Employee Employment/Appointment; discuss Public Employee Discipline/Dismissal/Release. The regular meeting of the Board reconvened to open session and was called to order by President Hatton-Hodson at 7:01 p.m.

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

The Pledge of Allegiance was led by Trustee Reardon

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

Permanent Record

Prior to the adoption of the agenda, President Hatton-Hodson reported staff has pulled Agenda item number 1 -- Public Hearing: Instructional Materials Recommended for Adoption: Health, Grades K-8
Agenda item number 2 -- Instructional Materials Recommended for Adoption: Health, Grades K-8
Agenda item number 3 -- Public Hearing: Instructional Materials Recommended for Adoption: Health, Grades 6-12
Agenda item number 4 -- Instructional Materials Recommended for Adoption: Health, Grades 6-12
Agenda Item number 30 – Independent Contract Agreement number 1314042 be pulled from the agenda relating to the proposed extension of Independent Contract Agreement Number 1314042 to reflect an amendment of the description of services to read “provide grade checking/quality insurance services on call as needed for various projects, including but not limited to, the San Clemente High School, San Juan Hills High School and Tesoro High School addition buildings projects.

Adoption of the Board Agenda

Trustee Jones requested hearing agenda item number 11 first, agenda item number 14 through 23 next, and then the remaining agenda items in order. By consensus the Board agreed to move the order of agenda items.

It was moved by Trustee Jones, seconded by Trustee Alpay, and motion carried by a 7-0 vote to adopt the Board agenda as amended.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,

6995

NOES: Pritchard, and Reardon
None

At 7:08 President Hatton-Hodson reported the following action taken during closed session:

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

Agenda Item 3A: Conference With Legal Counsel – Anticipated Litigation; One Case

In closed session the Board gave direction to provide additional analysis surrounding the decision of the Commission on Professional Competence in the matter of OAH No. 2012050349.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
Pritchard, and Reardon
NOES: None

Agenda item 3B – Conference With Labor Negotiators:

The Board gave direction to staff to move forward with the MOU.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
Pritchard and Reardon
NOES: None

Agenda item 3C – Public Employee Discipline/Dismissal/Release:

The Board voted 7-0 to approve a Reassignment and Release Agreement between the District and Certificated Employee No. 086719.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
Pritchard and Reardon
NOES: None

Agenda item 3 D1 – Public Employee Appointment/Employment:

The Board voted 7-0- to approve the appointment of John McCarthy, Autism Specialist – IBI Supervisor

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
Pritchard, and Reardon
NOES: None

Agenda item 3 D2 – Public Employee Appointment/Employment:

The Board voted 6-1 to approve the appointment of Rich Montgomery, Executive Director, Personal Services/Compliance.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, Pritchard, and
Reardon
NOES: Trustee McNicholas

Agenda item 3 D3 – Public Employee Appointment/Employment:

The Board voted 7-0- to approve the appointment of Wendy Hauschild, Elementary

School Assistant Principal.

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

NOES: None

The Board voted 7-0 to approve the appointment of Natalie Baptiste, Elementary School Assistant Principal

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

NOES: None

The Board voted 7-0 to approve the appointment of Jeana Dagley, Elementary School Assistant Principal

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

NOES: None

The Board voted 7-0 to approve the appointment of Lauren Patullo, Elementary School Assistant Principal

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

NOES: None

Agenda item 3 D4 – Public Employee Appointment/Employment:

The Board voted 7-0- to approve the appointment of Erica Berg, High School Assistant Principal.

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

NOES: None

Agenda item 3 D5 – Public Employee Appointment/Employment:

The Board voted 7-0- to approve the appointment of Davine Jones, Program Specialist

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

NOES: None

Agenda item 3 D7 – Public Employee Appointment/Employment:

The Board voted 7-0- to approve the appointment of Holly Wiseman, Elementary School Principal.

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

NOES: None

Superintendent Vital welcomed the new Principals. The Superintendent reported Community Roots Academy potential relocation item will be on the September 9, 2015

6997

Board and Superintendent

Board Agenda and staff will also re-engage in discussion relating to multi-year school calendars. Superintendent Vital invited District stakeholders, parents, and community members to take part in the *Community Committee on School Classrooms and Campus Facilities* to ensure many diverse and unique voices are working together.

Comments

Trustee Hanacek stated the school sites she has visited look beautiful; Palisades Elementary School, Shore Cliffs Middle School, and San Clemente High School. Trustee Hanacek thanked Mr. John Forney, Executive Director of Facilities and Maintenance and Operations, and all the maintenance staff.

Trustee Alpay shared that tonight is his eleventh wedding anniversary and did a shout-out to his wife.

President Hatton-Hodson shared information from a presentation at Camp Pendleton Marine Base she attended last week with Deputy Assistant Superintendent Clark Hampton. Deputy Assistant Superintendent Hampton will pursue conversations with a retired marine pilot who lives in San Clemente, as a potential liaison for the District.

Due to the number of Blue Cards submitted, President Hatton-Hodson asked Trustees if they wished to waive the Board policy maximum time limit of 20 minutes for speakers, or limit the number of speakers or the amount of time to two minutes. After discussion amongst Trustees, it was moved by Trustee Alpay, seconded by Trustee Reardon, and motion carried by a 7-0 vote to waive Board Policy 9323 and allow each speakers two minutes to address the Board.

**Oral
Communications**

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard and Reardon
NOES: None

The following speakers addressed the Board:

- *Jennifer Miramontes shared her concerns relating to current and future capacity issues at Ladera Ranch Elementary and Middle Schools. President Hatton-Hodson advised Ms. Miramontes staff will follow-up with her.*
- *Joyce Muoio addressed the Board requested that Del Obispo Elementary School not be moved.*
- *Lesley Jacobs McMenamin spoke in support of Community Roots Academy (CRA) and stated it is her vote that CRA be relocated to the closest site.*
- *Jill Sperber urged the Board to continue to use good judgment when considering CRA's potential relocation.*
- *Jeremy Cavallaro requested a site selection which would mitigate disruption to CRA current enrollment as much as possible.*
- *Carla Lorenzo spoke in support of CRA requested thoughtful consideration from the Board.*
- *Adele Sender reiterated CRA's goals and stated desired criteria of a long-term CRA site.*
- *Rebecca Goodwin spoke in support for keeping CRA at Wood Canyon Elementary.*
- *Carin Martin expressed her disappointment in the lack of proactive communication and at the actual process. Ms. Martin stated her expectations that staff will follow through to meet with each school community within the next 18 days.*
- *Paolo Capretta spoke in favor of maintaining CRA at its current location.*
- *Carin Ong spoke in favor of maintaining CRA within the same current*

community.

- Paul Rabara spoke in favor of maintaining CRA at the same location.
- Wendy Kottmeier requested that the Board consider the disruption to CRA's program and CRA families.
- Patricia Perrone expressed concern relating to Del Obispo elementary school recently being added to sites under consideration for relocation.
- Kellye Moses expressed concern regarding a possible phasing-in proposal and shared concerns relating to this possibility.
- Cindy Galvez asked that the Board's decision be the least disruptive to the CRA community.
- Terry Galvez stated the core program of CRA, including its location, works as it currently is.

DISCUSSION/ACTION

Dr. Susan Holliday, Interim Associate Superintendent Secondary Education introduced this item and provided information on the background explaining the need to provide a process for students to continue attending their current school if their residential move occurred after the School of Choice window closed. Trustee discussion occurred. Trustee Alpay expressed concern relating to two District teachers waiting for reply for their children's school assignment. Discussion occurred and Executive Director, Safety & Student Services, Michael Beekman provided an update.

**Resolution No
1516-14 Placement
of Continuing
Students
Agenda Item 11**

It was moved by Trustee Reardon, seconded by Trustee Hanacek, and motion carried by a 7-0 vote to approve Resolution No. 1516-14, Placement of Continuing Students with an amendment to authorize the Superintendent to apply the same standard to additional applications between now and September 1, 2015.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
Pritchard, and Reardon
NOES: None

Deputy Superintendent Clark Hampton introduced Keith Weaver from Government Financial Strategies to provide information on this item. Mr. Weaver provided a presentation and information relating to setting the levies. Mr. Weaver stated the District has saved more than \$13,000,000 by this refinance. Mr. Weaver answered questions from Trustees.

**Results of
Refinancing CFD
98-2 and CFD
2004-1
Agenda Item 14**

Trustee Pritchard recused himself prior to any discussion, declaring real property interest. Deputy Superintendent Clark Hampton introduced this item and provided rationale for keeping the levy the same as agreed to and answered Trustees questions. Andrea Roess of David Taussig & Associates, Inc. answered Trustees questions. Trustee Reardon requested the District come forward with specific plans for the use of Mello-Roos money as it relates to applying and the use of funds for the original use and intent of the plan. Mr. Hampton confirmed to the Board that the funds saved from ending the levy four years early will be invested in the local schools within the CFD area. Trustee Alpay stated everyone worked very hard to terminate this CFD and not allow it to go on into perpetuity.

**Resolution No.
1516-03; CFD 87-1
Agenda Item 15**

It was moved by Trustee Alpay, seconded by Trustee Hanacek, and motion carried by a 6-0-1 vote to approve Resolution 1516-03, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 87-1 of the Capistrano Unified School District (Mission Viejo/Aliso Viejo), Authorizing the Levy of Special Taxes in Community Facilities District No. 87-1 of the Capistrano Unified School District (Mission Viejo/Aliso Viejo)

For Fiscal Year 2015-2016 in the amount of \$10,724,749.30. No change to the methodology applied last year.

- AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, and Reardon
- NOES: None
- ABSENT: None
- ABSTAIN: Trustee Pritchard

Deputy Superintendent Clark Hampton introduced this item and explained the uniqueness of this CFD payment structure.

Resolution No. 1516-04; CFD No. 90-1
Agenda Item 16

It was moved by Trustee Alpay, seconded by Trustee McNicholas, and motion carried by a 7-0 vote to approve Resolution 1516-04, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 90-1 of the Capistrano Unified School District (Coto De Caza), Affirming, Ratifying, and Authorizing the Levy of Special Taxes in Community Facilities District No. 90-1 of the Capistrano Unified School District (Coto De Caza) for Fiscal Year 2015-2016. No change to the methodology applied last year.

- AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, and Reardon
- NOES: None
- ABSENT: None

Trustee Alpay recused himself for this agenda item and item 18 prior to the introduction of this item, declaring real property interest. Deputy Superintendent Clark Hampton introduced this item and stated the recommendation is based on Best Practices.

Resolution No. 1516-05; CFD No. 90-2
Agenda Item 17

The following speaker addressed the Board:

- *Jason Ewell read information from a recent Grand Jury Report relating to Mello Roos. Mr. Ewell requested this item be agendized for the next Board meeting.*
- *Susie Hatton stated she is representing the interest of the children and tax payers that live in the two CFD's that encompass Talega. Ms. Hatton asked the Board to continue to act with fairness and logic and stated Pay-as-You-Go does not exist in the Mello Roos statute nor was it the intent.*

President Hatton-Hodson stated Mr. Ewell's request to put documents together, not only how we have spent the money but also how we will continue to spend the money, will be followed up on. Ms. Andrea Roess of David Taussig & Associates, Inc. provided information including the ratio of debt services.

Following discussion it was moved by Trustee Hanacek, seconded by Trustee McNicholas, and motion carried by a 6-0-1 vote to approve Resolution 1516-05, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega), Authorizing the Levy of Special Taxes in Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) For Fiscal Year 2015-2016 in the amount of \$3,037,358.97. No change to the methodology applied last year.

- AYES: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, and Reardon
- NOES: None

7000

ABSENT: None
ABSTAIN: Alpay

Trustee Alpay had already recused himself prior to the introduction of this item. Deputy Superintendent Clark Hampton introduced this item and provided information.

**Resolution No.
1516-06; CFD 90-2;
Talega
Improvement Area
No. 2002-1
Agenda Item 18**

The following speaker addressed the Board:

- *Jason Ewell expressed his frustration with the CFD's being increased*
- *Susie Hatton stated her same comments apply to this CFD and asked questions relating to the ratio increase how the bond got so high. Trustee asked questions of Ms. Andrea Roess.*

Trustee discussion occurred and Ms. Andrea Roess provided information. Following discussion, it was moved by Trustee McNicholas, seconded by Trustee Hanacek, and motion carried by a 6-0-1 vote to approve Resolution No 1516-06, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Improvement Area No. 2002-1 of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega), Authorizing the Levy of Special Taxes in Improvement Area No. 2002-1 of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) For Fiscal Year 2015-2016 in the amount of \$3,481,683.10. Increases actual special tax rates by 1.209%, which represents the minimum annual increase necessary to cover debt service and administrative expenses in each year through the term of the bonds. Last year, actual special rates were kept equal to FY 2013-2014 actual special tax rates.

AYES: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard and Reardon

NOES: None

ABSENT: None

ABSTAIN: Alpay

Trustee Reardon requested the CFD notebook provided tonight be made available to the public. Staff advised the same information is on the CUSD website. Trustee Jones requested the CFD notebook be present at each Board meeting moving forward.

Deputy Superintendent Clark Hampton introduced this item and provided information. Following discussion, it was moved by Trustee Hanacek, seconded by Trustee Alpay, and motion carried by a 7-0 vote to approve Resolution No. 1516-07, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores), Authorizing the Levy of Special Taxes in Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) For Fiscal Year 2015-2016 in the amount of \$2,669,423.64. No change in methodology applied last year.

**Resolution No.
1516-07 CFD 92-1
Agenda Item 19**

Deputy Superintendent Clark Hampton introduced this item and provided information. The following speaker addressed the Board:

- *Paul Jenkinson spoke about the abandoned development within this CFD and requested consideration of a one-percent levy increase*

**Resolution No.
1516-08 CFD 98-
1A
Agenda Item 20**

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Hanacek, and motion carried by a 7-0 vote to approve Resolution No. 1516-08, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 98-1A of the Capistrano Unified School District (Pacifica San Juan), Authorizing the Levy of Special Taxes in Community Facilities

7001

District No. 98-1A of the Capistrano Unified School District (Pacifica San Juan) For Fiscal Year 2015-2016 in the amount of \$8,438.13. The Board set the levy at 1% of the assigned special tax rate.

Deputy Superintendent Clark Hampton introduced this item and provided information. The following speaker addressed the Board:

**Resolution No.
1516-09 CFD 98-2
Agenda Item 21**

- *Carrie Kitcher requested specific information relating to the use of CFD funds for Ladera schools. Ms. Kitcher also asked CFD related questions pertaining to the approval of Resolution No. CFD 98-1A. President Hatton-Hodson confirmed staff would follow-up with her to provide that information.*

Following discussion, it was moved by Trustee McNicholas, seconded by Trustee Hanacek, and motion carried by a 7-0 vote to approve—Resolution No. 1516-09, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 98-2 of the Capistrano Unified School District (Ladera), Authorizing the Levy of Special Taxes in Community Facilities District No. 98-2 of the Capistrano Unified School District (Ladera) For Fiscal Year 2015-2016 in the amount of \$9,951,084.07 and passing the savings from the 2015 refunding on to the property owners. Actual special tax rates decrease by 3.10%

Deputy Superintendent Clark Hampton introduced this item and provided information. Following discussion, it was moved by President Hatton-Hodson, seconded by Trustee Reardon, and motion carried by a 7-0 vote to approve Resolution No. 1516-10, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 2004-1 of the Capistrano Unified School District (Rancho Madrina), Authorizing the Levy of Special Taxes in Community Facilities District No. 2004-1 of the Capistrano Unified School District (Rancho Madrina) For Fiscal Year 2015-2016 in the amount of \$641,684.00 and pass savings from 2015 refinancing on to property owners. Actual special tax rates decrease by 8.55%

**Resolution No.
1516-10 CFD
2004-1
Agenda Item 22**

Deputy Superintendent Clark Hampton introduced this item and provided information. Following discussion, it was moved by Trustee Alpay, seconded by Trustee Jones, and motion carried by a 7-0 vote to approve Resolution No. 1516-11, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills), Authorizing the Levy of Special Taxes in Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills) For Fiscal Year 2015-2016 in the amount of \$926,284.83. No change to the methodology applied last year.

**Resolution No.
1516-11 CFD
2005-1
Agenda Item 23**

Susan Holliday, Interim Assistant Superintendent Education Services, introduced this item, provided information, and answered Trustees questions.

**Instructional
Materials
Recommended for
Pilot; Grades 1-5
Agenda Item 5**

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Reardon, and motion carried by a 7-0 vote to approve the pilot of the *Voyager Passport* series ©2008 published by Voyager Expanded Learning, L.P. for the elementary language arts curriculum, literacy intervention for the 2015-16 school year.

AYES: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard and Reardon
NOES: None

Susan Holliday, Interim Assistant Superintendent Education Services, introduced this item, provided information, and answered Trustees questions.

**Instructional
Materials
Recommended for
Pilot: Secondary
Mathematics
Agenda Item 6**

Following discussion, it was moved by Trustee Alpay, seconded by Trustee McNicholas, and motion carried by a 7-0 vote to approve the pilot for the 2015-2016 school year of *California Algebra 1*, *California Geometry*, and *California Algebra 2*, ©2015, Houghton Mifflin Harcourt; and *Algebra 1 Common Core*, *Geometry Common Core*, and *Algebra 2 Common Core*, ©2015, Pearson Education.

AYES: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard and Reardon
NOES: None

Deputy Superintendent Clark Hampton introduced this item and introduced attorney Jack Lipton to answer Trustees questions. Trustee discussion occurred.

**JPA Agreement
Regarding South
Coast ROP
Agenda Item 7**

Following discussion, it was moved by Trustee Reardon, to amend to a 2-2 governance structure, which was seconded by Trustee Alpay. Additional Trustee discussion occurred. Attorney Jack Lipton was asked for an opinion. A Roll Call vote resulted in a 3-4 failed motion;

AYES: Trustees Alpay, Jones, and Reardon
NOES: Hanacek, Hatton-Hodson, McNicholas, and Pritchard

Trustee McNicholas moved to approve the JPA as written. Roll call vote resulted a passed motion with a 4-3 vote to approve selection of three representatives to serve as ROP Board members and one member to serve as an alternative.

AYES: Hanacek, Hatton-Hodson, McNicholas, and Pritchard
NOES: Trustees Alpay, Jones, and Reardon

Superintendent Kirsten Vital introduced this item and provided parliamentary information relating to volunteering for voting for these positions. Trustees Jones, McNicholas, and Alpay volunteered as representatives and Trustee Reardon volunteered as the alternate.

**Selection of ROP
Board
Representatives
Agenda Item 8**

Trustee Alpay moved the slate, which was seconded by Trustee Reardon and motion carried by a 6-1 vote to move the slate to approve Trustees Alpay, Jones, and McNicholas as Board representatives to the South Coast Regional Occupational Program and Trustee Reardon as the alternate representative.

AYES: Trustees Hanacek, McNicholas, Alpay, Jones, Reardon and Pritchard
NOES: Trustee Hatton-Hodson

Leona Olson, Assistant superintendent, Personnel Services introduced this item, provided information and answered Trustees questions. The following speaker addressed the Board:

**Williams
Legislation
Overview
Agenda Item 9**

- *Wendy Shrove provided two hand-outs to the Board and explained her summary page. Ms. Shrove referred the SARC report, as applicable to the Williams Complaint, and referenced 89 Williams situations.*

Trustee discussion occurred. Mr. John Forney, Executive Director, Facilities, Maintenance & Operations, answered Trustee questions relating to the use and functionality of the work order system. Trustee Reardon requested a follow-up report from staff after a six-month period utilizing the new work order system. Mr. Clark Hampton provided additional information relating to the implementation of items

7003

approved through Road to Recovery II and the ability to address deferred maintenance issues more efficiently. The Superintendent explained the process used previously and how staff is moving forward to improve efficiency.

Superintendent Vital introduced this item and explained this policy is looked at annually and requires revising at this time to bring the administrative reorganization into alignment and recommended bring this item back under consent.

**First Reading BP
2210
Agenda Item 10**

It was moved by Trustee Alpay, seconded by Trustee Hanacek, and motion carried by a 7-0 vote to waive second reading and adopt Board Policy 2210, *Administrative Leeway in Absence of Governing Board Policy* as presented.

Trustee Alpay suggested continuing this item to another meeting. This item was moved to the September 9, 2015 Board Meeting.

**Technology Plan
2015-2018
Agenda Item 12**

Superintendent Vital introduced this item and advised this is normally done at the time of the December reorganization meeting. Trustees Reardon and Alpay volunteered. There is no meeting schedule at this time as this is a new Ad Hoc board.

**Ladera Ranch
Civic Counsel Ad
Hoc Board
Member**

It was moved by Trustee Alpay and seconded by Trustee Reardon and approved by a 7-0 vote to appoint Trustees Alpay and Reardon to the Ladera Ranch Civic Counsel Ad Hoc Board.

**Appointments
Agenda Item 13**

President Hatton-Hodson asked Trustees for items they wished to pull from the Consent Calendar. Items 24, 30, 50 and 53 were pulled.

**Items Pulled from
the Consent
Calendar**

CONSENT CALENDAR

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

Minutes of the July 15, 2015 Board workshop.

**Minutes
Agenda Item 25**

Board meeting calendar including additional dates for special Board meetings and/or workshops.

**Board Meeting
Schedule
Agenda Item 26**

Per Board Policy 6111, Trustees approve the start and dismissal times each school year.

**Start and Dismissal
Times 2015-2016
School Year
Agenda Item 27**

Memorandum of Understanding for the 2015-2016 Migrant Education Program, Region 9.

**MOU for 2015-
2016 Migrant
Education
Program
Agenda Item 28**

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

**Purchase
Orders/Warrants
Agenda Item 29**

Denial of Government Claim No. ABI1500650

**Government Claim
Agenda Item 31**

Denial of Government Claim No. LBI 1501178MH	Government Claim Agenda Item 32
Denial of Government Claim No. LBI1501209DP	Government Claim Agenda Item 33
Approval of special education Settlement Agreement Case #2015020239; Case # 2015030080; Case # 2015060490.	Settlement Agreement Agenda Item 34
Ratification of special education Settlement Agreement case numbers: 2015060414; 2015060623; IDR Settlement case numbers: 050115; 0060315; 060415; 060715;	IDR Settlement Agreement Agenda Item 35
Agreement of AVID College Readiness system Services and Products Agreement for AVID Secondary Membership.	AVID Agreement Agenda Item 36
Amendments to Agreements Bid No. 1516-02, Audio-Visual Equipment.	Amendments to Bid No. 1516-02 Agenda Item 37
Renewal of the Limited License Agreement with Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) for student use of Arroyo vista Park.	License Agreement Agenda Item 38
Renewal of the Limited License Agreement with Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) for student use of Tijeras Creek Park.	License Agreement Agenda Item 39
Amendment No. 1 to Advocacy Agreement in which Capitol Advisors Group LLC will provide additional communications, media, and press relations consulting, and public engagement and outreach services, as needed by the District.	Amendment to Agreement Agenda Item 40
Utilize the State of Arizona Department of Administration Division of Procurement Office and Western States Contracting Alliance Master contract Agreement No. ADSP011-00000411-4.	Master Contract Agreement Agenda Item 41
Personnel Reimbursement Agreement with Laguna Beach Unified School District (LBUSD) to provide five days of instruction by a qualified Orientation and Mobility Specialist to LBUSD during the 2015-2016 school year.	Reimbursement Agreement Agenda Item 42
Personnel Reimbursement Agreement with Saddleback Valley Unified School District (SVUSD) to provide 40 days of instruction by a qualified Orientation and Mobility Specialist to SVUSD during the 2015-2016 school year.	Reimbursement Agreement Agenda Item 43
Extension of Rental Service Agreement No. 1415001 with Capo Beach Calvary to provide designated parking spaces at the Transportation South yard for a monthly fee of \$100 per space.	Extension of Service Agreement Agenda Item 44
District standardized Professional Services Agreement with Stradling, Yocca, Carlson & Rauth.	Service Agreement Agenda Item 45
Memorandum of Understanding with the Orange County Superintendent of Schools.	MOU Agenda Item 46

<p>Memorandum of Understanding with Santa Ana Unified School District to provide special education Deaf and Hard of Hearing programs and services for District students referred by their Individual Education Program team.</p>	<p>MOU Agenda Item 47</p>
<p>Memorandum of Understanding with San Gorgonio Outdoor Science School to use the facilities, supplies, equipment, and services provided by San Gorgonio School, as requested by the District for fifth and sixth grade science education.</p>	<p>MOU Agenda Item 48</p>
<p>Extension of Independent Contractor Agreement for Special Services with Reliance Communications, LLC. To provide the SchoolMessenger mass notification system.</p>	<p>Extension of Contract Agreement Agenda Item 49</p>
<p>Resignations, retirements, and employment of classified personnel.</p>	<p>Resignations/ Retirements/ Employment- Agenda Item 51</p>
<p>Resignations, retirements, and employment of certificated personnel.</p>	<p>Resignations/ Retirements/ Employment- Agenda Item 52</p>
<p>Trustee Alpay stated this item was pulled due to a typographical and pagination error.</p>	<p>Minutes Agenda Item 24</p>
<p>President Hatton-Hodson stated she pulled Independent Contract Agreement number 1314042 relating to the proposed extension of Independent Contract Agreement Number 1314042 to reflect an amendment of the description of services to read <i>provide grade checking/quality insurance services on call as needed for various projects, including but not limited to, the San Clemente High School, San Juan Hills High School and Tesoro High School addition buildings projects.</i></p>	<p>Professional Services Agreement Agenda Item 30</p>
<p>It was moved by Trustee Alpay, seconded by Trustee McNicholas, and motion carried by a 7-0 vote to approve Ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements.</p>	
<p>AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard and Reardon</p>	
<p>NOES: None</p>	
<p>Trustee Alpay stated he pulled this item due to the fact he had requested specific information from staff which he does not see. Discussion occurred between Trustee Alpay and the Superintendent relating to supporting documentation. Superintendent Vital recommended continuing this item to September 9.</p>	<p>Award of RFQ# 1- 1516 Agenda Item 50</p>
<p>This item was pulled to allow a blue card speaker. The following speaker addressed the Board:</p>	<p>Williams Complaint Quarterly Report Agenda Item 53</p>
<ul style="list-style-type: none"> Ms. Wendy Shrove provided information relating to 20 unresolved complaints and stated her objection to the Quarterly Report being sent to the County of Orange stating that 52 cases were resolved. Mr. John Forney answered Trustees questions. 	<p>7006</p>
<p>Following discussion, it was moved by Trustee Reardon, seconded by Trustee Hanacek, and motion carried by a 7-0 vote to approve the Williams Settlement</p>	

Uniform Complaint Quarterly Report.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,
McNicholas, Pritchard and Reardon
NOES: None

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

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
Pritchard, and Reardon
NOES: None

President Hatton-Hodson announced the meeting adjourned at 10:27 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Teresa Teichman, Manager, Board Office Operations

AGREEMENT

This Agreement is made this 1st day of July, 2015, by and between Capistrano Unified School District, with an address located at 33122 Valle Road, San Juan Capistrano, CA 92675 ("School" or "District"), the University of Southern California, a California nonprofit educational institution, with an address of Waite Phillips Hall, 3470 Trousdale Parkway, Los Angeles, CA 90089 ("USC") and 2U, Inc., a Delaware corporation with an address located at 8201 Corporate Drive, Suite 900, Landover, MD 20785 ("2U"), acting on behalf of USC.

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

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

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

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

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

2. Placement Opportunities.

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

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

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



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

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

3. Guiding Teachers.

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

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

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

4. Compliance with California Law.

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



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

5. Honorarium.

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

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

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

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

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

7. No Employment Relationship of Teacher Candidates.

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

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



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

8. Information, Hiring & Confidentiality.

(a) *[Item intentionally omitted]*

(b) *[Item intentionally omitted]*

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

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

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

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

11. Indemnification.

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

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

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

12. Governing Law. The interpretation, application, and enforcement of this Agreement shall be governed by the laws of the State of California without reference to choice of law principles. Any claim, suit, or cause



of action involving the interpretation, application, or enforcement of this Agreement shall be commenced in the appropriate state or federal courts in the State of California.

13. Term, Termination and Renewal. The Term of this Agreement shall be from the date of the School's/District's signature set forth below through June 30, 2020. Any party may terminate this Agreement with or without cause upon written notice to the other parties, provided that any such termination shall only be effective after the end of the school year during which the written notice of termination is issued. For the avoidance of doubt, other than where the School/District removes a teacher candidate pursuant to Section 2(e) above, the School/District shall permit current teacher candidates to complete the current school year at the time of any such termination.

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

(a) *If to the School/District:* Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, CA 92675; attention: Leona Olson, Assistant Superintendent, Personnel Services; Facsimile No. (949) 493-8729.

(b) *If to USC:* University of Southern California, Rossier School of Education, Waite Phillips Hall, 3470 Trousdale Parkway, WPH-504G, Los Angeles, CA 90089; attention: Dr. Kathy Stowe, Associate Dean of Academic Programs; Facsimile No. (213) 740-5799.

(c) *If to 2U:* 2U, Inc., attention: Office of the General Counsel, attention: General Counsel, 2U, Inc.; 8201 Corporate Drive, Suite 900; Landover, MD 20785; Facsimile No. (240) 667-7844; *with a copy to:* Skadden, Arps, Slate, Meagher & Flom LLP, attention: Steven J. Daniels, Esq.; 920 N. King Street, Wilmington, DE 19801; Facsimile No. (302) 552-3240.

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

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

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

University of Southern California

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



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

INTENDING TO BE LEGALLY BOUND HEREBY, the parties affix their respective hands below:

CAPISTRANO UNIFIED SCHOOL DISTRICT	UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE ROSSIER SCHOOL OF EDUCATION	2U, INC.
Print Name: _____	Print Name: _____	Print Name: _____
Signature: _____	Signature: _____	Signature: _____
Dated: _____	Dated: _____	Dated: _____



Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2015-16 =====
 Board of Trustees Meeting.....SEPTEMBER 9, 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
5490	92	KNOWLAND CONSTRUCTION SERVICES	CnsMgFee/Fac Acq /LF Elem	7,300.00
5491	98	COUNTY OF ORANGE	Serv& Op/Fac Acq /SJHHS	1,096.96
	93		Serv& Op/Fac Acq /SJHHS	1,096.97
5492	87	DELL COMPUTER	NonCapEq/Fac Acq /CVHS	9,039.75
3 Purchase Orders				\$18,533.68

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2015-16 =====
 Board of Trustees Meeting.....SEPTEMBER 9, 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
351505	1	DELL COMPUTER	NonCapEq/SE0thIns/Dstrctwd	852.56
351506	1	DELL COMPUTER	SplsNonI/SupvAdmn/Dstrctwd	8,460.60
351507	1	INSIGHT SYSTEMS EXCHANGE	SplsNonI/Sch Adm /AVMS	363.96
351508	1	HOWARD TECHNOLOGY SOLUTIONS	SplsNonI/Sch Adm /AVMS	49.00
351509	1	CDWG Inc	SplsNonI/Sch Adm /AVMS	654.00
351510	1	DELL COMPUTER	SplsNonI/Saf&Trng/Dstrctwd	32.07
351511	1	INSIGHT SYSTEMS EXCHANGE	SplsNonI/Saf&Trng/Dstrctwd	88.56
351512	1	STUDENT RIGHTS ATTORNEYS	Serv& Op/SE0thIns/Dstrctwd	11,125.00
			Legal /SupvAdmn/Dstrctwd	5,000.00
351513	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/FNMS	520.00
351514	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/RH Dana	787.28
351515	1	CDWG Inc	InstMtls/Instrctn/Viejo	793.80
351516	1	CAMCOR INC	InstMtls/Instrctn/Viejo	410.10
351517	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	410.10
351518	1	CDWG Inc	NonCapEq/Instrctn/Viejo	763.56
351519		VOID	VOID	0.00
351520	1	AMERICAN SWING PRODUCTS	SplsNonI/RR:Bldgs/Dstrctwd	3,000.00
351521	1	FIRST STUDENT	Charter /DW Undst/Dstrctwd	5,000.00
351522	1	JFK TRANSPORTATION CO INC	Charter /DW Undst/Dstrctwd	35,000.00
351523	1	PACIFIC COAST SIGHTSEEING	Charter /DW Undst/Dstrctwd	50,000.00
351524	1	MARLIN COMPANY, THE	SplsNonI/PuplTran/Dstrctwd	1,890.00
351525	1	CERTIFIED TRANSPORTATION	Charter /DW Undst/Dstrctwd	150,000.00
351526	1	TRANSPORTATION CHARTER SERVICE	Charter /DW Undst/Dstrctwd	25,000.00
351527		VOID	VOID	0.00
351528	1	CROWELL, BRIDGETTE	Serv& Op/SE0thIns/Dstrctwd	7,500.00
351529	1	BRANDON AND HEATHER HARCUM	Serv& Op/HlthServ/Dstrctwd	350.00
351530	1	KARPUS, DAVID AND MARY	Serv& Op/HlthServ/Dstrctwd	1,710.00
351531	1	JASON MIRAMONTES	Serv& Op/PrntPart/Dstrctwd	920.00
351532	1	SCOTT, LANCE AND STACY	Serv& Op/SE0thIns/Dstrctwd	16,000.00
351533	1	SMART & FINAL IRIS #399	SplsNonI/Sch Adm /Hiddn Hl	600.00
351534	1	COSTCO S.J.C.	SplsNonI/Sch Adm /RH Dana	152.25
351535	1	COSTCO S.J.C.	SplsNonI/HlthServ/Dstrctwd	507.50
351536	1	COSTCO S.J.C.	SplsNonI/Sch Adm /San Juan	299.43
351537	1	COSTCO S.J.C.	InstMtls/SE0thIns/Dstrctwd	2,030.00
351538	1	ROBERT & SHERIE SAMUELIAN	Legal /SupvAdmn/Dstrctwd	4,000.00
			Serv& Op/PuplTran/Dstrctwd	4,444.00
			Serv& Op/SE0thIns/Dstrctwd	16,555.00
			Subagrmt/SE0thIns/Dstrctwd	43,445.00
351539	1	WAL MART S.C.	InstMtls/Instrctn/Bridges	1,000.00
351540		VOID	VOID	0.00
351541		VOID	VOID	0.00
351542	1	WAL MART S.C.	InstMtls/SE0thIns/Dstrctwd	1,000.00
351543	1	ACORN MEDIA	SplsNonI/TIS /Dstrctwd	363.44
351544	1	SHEILA SHAHBAZI AND	Serv& Op/SE0thIns/Dstrctwd	2,000.00

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2015-16 =====
 Board of Trustees Meeting.....SEPTEMBER 9, 2015

PO No.	Fund	Vendor	Description	Amount
351545	1	RYAN JACKSON	Serv& Op/SE0thIns/Dstrctwd	24,079.00
			Serv& Op/PrntPart/Dstrctwd	920.00
			Subagrmt/SE0thIns/Dstrctwd	30,031.00
351546	1	LYNETT AND MATTHEW CRANE	Serv& Op/SE0thIns/Dstrctwd	8,939.00
			Legal /SupvAdmn/Dstrctwd	13,000.00
			Serv& Op/GuidCnsl/Dstrctwd	3,060.00
			Subagrmt/SE0thIns/Dstrctwd	8,061.00
351547		VOID	VOID	0.00
351548	11	MCGRAW-HILL SCHOOL EDUCATION	InstMtls/Instrctn/Dstrctwd	392.82
351549	1	EDMENTUM	InstMtls/Instrctn/Marblehd	1,659.00
351550	1	W W NORTON & CO INC	9-12Text/Instrctn/Dstrctwd	1,299.60
351551	1	PHONAK LLC	NonCapEq/Instrctn/Dstrctwd	1,920.27
351552	1	TOBII DYNAVOX	NonCapEq/SE0thIns/Dstrctwd	646.00
351553	1	FREEDOM SCIENTIFIC LEARNING	NonCapEq/SE0thIns/Dstrctwd	1,304.43
351554	1	FREEDOM SCIENTIFIC LEARNING	InstMtls/SE0thIns/Dstrctwd	1,304.43
351555	1	IMAGE 2000	InstMtls/Instrctn/Las Palm	435.50
351556	1	SCHOLASTIC INC	InstMtls/Instrctn/OsoGrand	2,363.82
351557	1	SCHOLASTIC INC	InstMtls/Instrctn/OsoGrand	1,614.69
351558	14	KYA SURFACING LLC	Rntl:Oth/RR:Bldgs/AVMS	17,409.60
351559	1	SCHOLASTIC INC	InstMtls/Instrctn/Las Palm	943.80
351560	1	SCHOLASTIC INC	InstMtls/Instrctn/San Juan	735.07
351561	1	LEARNING A-Z	Serv& Op/Instrctn/Viejo	2,719.15
351562	1	JADTEC SECURITY SERVICES INC.	Serv& Op/RR:Bldgs/Dstrctwd	244.40
351563	1	SCHOOL NURSE	SplsNonI/HlthServ/San Juan	288.87
351564	1	INNOVATIVE LEARNING CONCEPTS	InstMtls/SE0thIns/Dstrctwd	121.40
351565	1	SCHOOL HEALTH CORPORATION	InstMtls/SE0thIns/Dstrctwd	177.91
351566	1	SCHOLASTIC INC	InstMtls/Instrctn/Hiddn Hl	705.87
351567	1	SCHOLASTIC INC	InstMtls/Instrctn/Moulton	2,205.23
351568	1	SCHOLASTIC INC	InstMtls/Instrctn/Del Obis	1,449.53
351569	1	SCHOLASTIC INC	InstMtls/Instrctn/Kinoshta	1,225.13
351570	1	SCHOLASTIC INC	InstMtls/Instrctn/Viejo	605.00
351571	1	SCHOLASTIC INC	InstMtls/Instrctn/AVMS	494.45
351572	1	SCHOLASTIC INC	InstMtls/Instrctn/Dstrctwd	219.73
351573	1	TENLEY LERCH	Serv& Op/SE0thIns/Dstrctwd	2,380.00
351574	1	SCOTT AND KATHY TAYLOR	Serv& Op/Spch Aud/Dstrctwd	10,800.00
351575	1	SCHOLASTIC INC	InstMtls/Instrctn/FNMS	317.53
351576	1	TIME FOR KIDS	InstMtls/Instrctn/Hiddn Hl	1,299.24
351577	1	VORTEX	Rntl:Oth/PuplTran/Dstrctwd	5,000.00
351578	1	TIME FOR KIDS	InstMtls/Instrctn/Kinoshta	954.00
351579	1	TIME FOR KIDS	InstMtls/Instrctn/Las Palm	178.40
351580	1	TIME FOR KIDS	InstMtls/Instrctn/Del Obis	544.12
351581	1	TIME FOR KIDS	InstMtls/Instrctn/RH Dana	1,235.08
351582	1	TIME FOR KIDS	InstMtls/Instrctn/Malcom	1,431.57
351583	1	TIME FOR KIDS	InstMtls/Instrctn/OsoGrand	1,668.16
351584	1	TIME FOR KIDS	InstMtls/Instrctn/San Juan	602.10
351585	1	CI SOLUTIONS	SplsNonI/PuplTran/Dstrctwd	374.22
351586	1	GRAYBAR ELECTRIC	NonCapEq/RR:Bldgs/Dstrctwd	644.09
351587	1	SOCIAL THINKING PUBLISHING	InstMtls/SE0thIns/Dstrctwd	262.24
351588	1	AT&T	Cmmnctns/DW Unrst/Dstrctwd	400.00
351589	1	ACADEMIC THERAPY PUBL	SplsNonI/PsychSer/Dstrctwd	172.80

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2015-16 =====
 Board of Trustees Meeting.....SEPTEMBER 9, 2015

PO No.	Fund	Vendor	Description	Amount
351590	1	CDWG Inc	InstMtls/Instrctn/Del Obis	969.84
351591	14	CULVER-NEWLIN	NonCapEq/Fac Acq /DHHS	4,494.42
351592	1	WESTERN PSYCHOLOGICAL SERVICES	SplsNonI/PsychSer/Dstrctwd	2,093.32
351593	1	BLUE LABEL POWER INC.	InstMtls/Instrctn/Del Obis	62.82
351594	69	STROUD, KEITH R	Serv& Op/Enterprs/Dstrctwd	3,612.00
351595	1	TRANSTRAKS	Serv& Op/PuplTran/Dstrctwd	8,475.00
351596	1	BLUE LABEL POWER INC.	InstMtls/Instrctn/ANHS	249.32
351597	1	DENAULT'S HARDWARE	InstMtls/Instrctn/Las Palm	5,000.00
351598	1	SCHOOL LOOP	SplsNonI/Sch Adm /Bridges	83.60
351599	1	DELL COMPUTER	InstMtls/Instrctn/Benedict	86.39
351600	1	GANAHL LUMBER	InstMtls/Instrctn/Las Palm	2,000.00
351601	1	PARADIGM HEALTH CARE SERVICES	Serv& Op/SupvAdmn/Dstrctwd	105,500.00
351602	1	PARADIGM HEALTH CARE SERVICES	Serv& Op/SupvAdmn/Dstrctwd	33,600.00
351603	1	ORANGE COUNTY FIRE AUTHORITY	Serv& Op/RR:Bldgs/Dstrctwd	3,700.00
351604	11	BLACKBOARD INC	InstMtls/Instrctn/Dstrctwd	1,000.00
351605	23	L Y ENVIRONMENTAL INC	Rntl:Oth/Fac Acq /SMS	2,560.00
351606	25	G.A. DOMINGUEZ	Bldg Imp/Fac Acq /Dstrctwd	77,725.00
351607	40	GROUND PENETRATING RADAR	BI:CTest/Fac Acq /Tesoro	3,295.00
351608	1	SUPPLY LINE BUILDING MATERIALS	SplsNonI/RR:Bldgs/Dstrctwd	113.72
351609		VOID	VOID	0.00
351610	1	DENNIS PATRICK HANNA	Serv& Op/RR:Bldgs/Dstrctwd	18,470.00
351611	23	G.A. DOMINGUEZ	BI:Other/Fac Acq /SMS	50,000.00
351612	23	J.L. COBB PAINTING	BI:Other/Fac Acq /SCHS	3,626.56
351613	1	WEST COAST ARBORISTS INC.	Rntl:Oth/Op:Grnds/Dstrctwd	150,000.00
351614	1	LARMAC	Serv& Op/RR:Grnds/Dstrctwd	17,400.00
351615	1	WESTERN GRAPHIX	Rntl:Oth/RR:Bldgs/Dstrctwd	2,500.00
351616		VOID	VOID	0.00
351617		VOID	VOID	0.00
351618		VOID	VOID	0.00
351619	25	DECISIONINSITE LLC	Serv& Op/Fac Acq /Dstrctwd	40,000.00
351620	1	GOODWILL INDUSTRIES OF ORANGE	Serv& Op/PrntPart/Dstrctwd	780.00
351621	13	CULVER-NEWLIN	OffFdSrv/FoodServ/Dstrctwd	300.24
351622	25	KNOWLAND CONSTRUCTION SERVICES	Bldg Imp/Fac Acq /Dstrctwd	7,884.00
351623	25	KNOWLAND CONSTRUCTION SERVICES	Bldg Imp/Fac Acq /DHHS	7,592.00
351624	1	VOYAGER EXPANDED LEARNING	InstMtls/Instrctn/Dstrctwd	16,116.16
351625		VOID	VOID	0.00
351626	14	GUIDA SURVEYING INC.	Serv& Op/Fac Acq /Dstrctwd	3,700.00
351627	1	NAVIANCE INC	Serv& Op/SupvAdmn/Dstrctwd	12,113.20
351628	1	ORANGE COUNTY DEPT OF EDUC	CnsltNon/HlthServ/Dstrctwd	2,100.00
351629	1	VOYAGER EXPANDED LEARNING	InstMtls/Instrctn/Dstrctwd	40,700.00
351630	1	ORANGE COUNTY DEPT OF EDUC	Serv& Op/SEOthIns/Dstrctwd	8,918.75
351631		VOID	VOID	0.00
351632	1	GOODWILL INDUSTRIES OF	Serv& Op/PrntPart/Dstrctwd	2,000.00
351633	1	CITY OF SAN CLEMENTE	Serv& Op/Instrctn/Marblehd	7,370.00
351634		VOID	VOID	0.00
351635	1	CAPITOL ADVISORS GROUP LLC	Serv& Op/Pub Info/Dstrctwd	48,000.00
351636	1	PALFINGER USA INC	Rntl:Oth/Dist Veh/Dstrctwd	5,000.00
351637	1	YALE CHASE EQUIPMENT AND	Rntl:Oth/RR:Bldgs/Dstrctwd	15,000.00
351638	1	HOWES, JODEEN AND/OR JEREMY	NPS /NPS /Dstrctwd	9,629.61

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PO No.	Fund	Vendor	Description	Amount
351639	1	CHEVROLET OF IRVINE	Ppl Tran/PuplTran/Dstrctwd	7,096.00
			Rntl:Oth/PuplTran/Dstrctwd	7,096.00
			SplsNonI/Dist Veh/Dstrctwd	3,548.00
351640	1	MARK AND KATHRYN DANIELS	Serv& Op/NPS /Dstrctwd	8,000.00
351641	1	LOYER, LAW OFFICES OF KATHLEEN	Serv& Op/SE0thIns/Dstrctwd	16,999.00
			Legal /SupvAdmn/Dstrctwd	8,000.00
			Subagrmt/SE0thIns/Dstrctwd	5,001.00
351642	1	LAW OFFICE OF LEEJANICE TOBACK	Legal /SupvAdmn/Dstrctwd	2,000.00
351643	1	ACORN MEDIA	InstMtls/Instrctn/Bergeson	186.75
351644	1	SPICERS PAPER CO	St Rcpts/Undesig /Dstrctwd	15,912.29
351645	1	SYNTEX GLOBAL	Serv& Op/PrntPart/Dstrctwd	4,044.24
351646	1	BRADBURY, JOSHUA AND/OR	NPS /NPS /Dstrctwd	2,716.00
351647		VOID	VOID	0.00
351648	1	ORANGE COUNTY DEPT OF EDUC	Serv& Op/HlthServ/Dstrctwd	500.00
351649	1	BERTRAND'S HORN IMPROVEMENT	Rnt&Repr/Instrctn/DJAMS	4,140.35
351650	1	ALPINE ACADEMY	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	8,601.00
			Sub MHBC/NPS /Dstrctwd	60,115.50
			Sub MHBC/PsychSer/Dstrctwd	47,450.00
351651	1	NSI ACADEMY	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	6,376.00
			Sub MHBC/NPS /Dstrctwd	36,512.76
			Sub MHBC/PsychSer/Dstrctwd	43,815.24
351652	23	JANUS CORPORATION	BI:Other/Fac Acq /SMS	48,036.00
351653	1	YELLOWSTONE BOYS & GIRLS RANCH	Residtl /NPS /Dstrctwd	6,033.42
			Sub MHBC/NPS /Dstrctwd	20,240.00
			Sub MHBC/PsychSer/Dstrctwd	8,464.00
351654	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	9,945.00
351655	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	9,770.28
351656	1	HERITAGE SCHOOLS INC	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	851.00
			Sub MHBC/NPS /Dstrctwd	83,220.00
			Sub MHBC/PsychSer/Dstrctwd	27,375.00
351657	1	CLARINDA ACADEMY	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	4,501.00
			Sub MHBC/NPS /Dstrctwd	36,512.76
			Sub MHBC/PsychSer/Dstrctwd	43,815.24
351658	1	CULVER-NEWLIN	NonCapEq/TIS /Dstrctwd	4,268.16
351659	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	9,770.28
351660	1	MINGUS MOUNTAIN ACADEMY	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	4,251.00
			Sub MHBC/NPS /Dstrctwd	36,512.76
			Sub MHBC/PsychSer/Dstrctwd	43,815.24
351661	14	APEX AUDIO	Bldg Imp/Fac Acq /ANHS	26,542.11
351662	14	ABOVE ALL NAMES CONSTRUCTION	Bldg Imp/Fac Acq /Palisade	30,597.00
351663	14	ABOVE ALL NAMES CONSTRUCTION	Bldg Imp/Fac Acq /Benedict	39,012.00

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351664	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	9,770.28
351665	1	CONTEMPORARY SERVICES CORP.	CnsltNon/Board /Dstrctwd	3,780.79
351666	1	ORANGE COUNTY REGISTER	Serv& Op/Purch /Dstrctwd	36,000.00
351667	1	HD SUPPLY CONSTRUCTION AND	SplsNonI/Custodil/Dstrctwd	2,500.00
351668	1	ORANGE COUNTY TREASURER	Serv& Op/Op:Grnds/Dstrctwd	300.00
351669	1	PAC TYPEWRITER & COMM	Rntl:Oth/RR:Bldgs/Dstrctwd	2,500.00
351670	1	MESA GOLF CARTS	Rntl:Oth/Custodil/Dstrctwd	26,500.00
			Rntl:Oth/RR:Grnds/Dstrctwd	1,500.00
351671	14	PLAE VERTICAL INCORPORATED	Bldg Imp/Fac Acq /DHHS	54,998.21
351672	1	DELL COMPUTER	NonCapEq/Enterprs/ANHS	1,644.64
351673	1	CULVER-NEWLIN	SplsNonI/Sch Adm /Ambuehl	600.48
351674	1	CDWG Inc	SplsNonI/SupvAdmn/Dstrctwd	29.98
351675	1	US GAMES	InstMtls/Instrctn/Las Palm	1,087.30
351676	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	42.12
351677	14	PACIFIC PLUMBING COMPANY OF	Bldg Imp/Fac Acq /BAMS	27,374.00
351678	1	ENET COMPONENTS INC	SplsNonI/TIS /Dstrctwd	1,219.10
351679	1	SHRED-IT US JV LLC	Serv& Op/Sch Adm /Dana ENF	400.00
351680	70	ORANGE COUNTY HEALTH AGENCY	Serv& Op/Enterprs/Dstrctwd	4,040.00
351681	1	SCHOLASTIC INC	Bks&Ref /Instrctn/LFMS	2,805.00
351682	1	COMPLETE OFFICE OF CA	SplsNonI/SupvAdmn/Dstrctwd	388.78
351683	1	SMART & FINAL IRIS #399	Conf:Ins/Instrctn/Las Palm	5,000.00
351684	1	SMART & FINAL IRIS #399	SplsNonI/GuidCnsl/Del Obis	600.00
351685	1	WAL MART S.C.	InstMtls/Instrctn/CapoHome	500.00
351686	1	YALE CHASE EQUIPMENT AND	Rntl:Oth/RR:Bldgs/Dstrctwd	9,659.48
351687	1	WEST COAST ARBORISTS INC.	Rntl:Oth/Op:Grnds/Dstrctwd	150,000.00
351688	1	NATIONAL CONTROLS INC	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
351689	1	FOLLETT SCHOOL SOLUTIONS INC	Bks&Ref /Instrctn/Viejo	388.80
351690	14	PACIFIC PLUMBING COMPANY OF	Bldg Imp/Fac Acq /Lobo	22,719.00
351691	1	CULVER-NEWLIN	SplsNonI/Bus/Fisc/Dstrctwd	300.24
			SplsNonI/Payroll /Dstrctwd	300.24
351692	1	MOBILE COMMUNICATION REPAIR	SplsNonI/Sch Adm /DJAMS	84.24
351693	1	MOBILE COMMUNICATION REPAIR	SplsNonI/Sch Adm /Kinoshta	1,020.60
351694	14	CULVER-NEWLIN	F&EInstl/Fac Acq /Dstrctwd	3,042.75
351695	1	WARDS MEDIA TECH	SplsNonI/Saf&Trng/Dstrctwd	4,961.76
351696	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Del Obis	1,348.29
351697		VOID	VOID	0.00
351698	1	TOLEDO PHYSICAL ED SUPPLY	InstMtls/Instrctn/San Juan	643.46
351699	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/DJAMS	129.69
351700	1	SMITH WOODWORKS & DESIGN INC	InstMtls/Instrctn/FNMS	171.84
351701	1	HEADSETS.COM	SplsNonI/TIS /Dstrctwd	906.55
351702		VOID	VOID	0.00
351703	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/Tesoro	1,108.06
351704	1	GOPHER ATHLETIC	InstMtls/Instrctn/LFMS	1,215.43
351705	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/MFMS	301.90
351706	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/ANHS	1,050.17
351707	1	GOPHER ATHLETIC	InstMtls/Instrctn/Las Palm	420.12
351708	1	DISCOUNTCELL INC	InstMtls/Instrctn/LadraElm	1,534.03
351709	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/VDMMS	374.80
351710		VOID	VOID	0.00

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351711	1	VERNIER SOFTWARE	InstMtls/Instrctn/ANHS	6,196.06
351712	1	BIO RAD LABORATORIES	InstMtls/Instrctn/DHHS	327.52
351713	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/ANHS	580.95
351714	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/LFMS	540.85
351715	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/LFMS	214.98
351716	12	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Dstrctwd	700.00
351717	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/Tesoro	65.97
351718		VOID	VOID	0.00
351719	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Dstrctwd	600.00
351720	13	A & R WHOLESALE DISTRIBUTORS	Fd Frzn /FoodServ/Dstrctwd	2,500,000.00
351721	1	LAND SOLUTION LLC, THE	Serv& Op/RR:Bldgs/ANHS	7,285.72
351722	1	LAND SOLUTION LLC, THE	Serv& Op/RR:Bldgs/CVHS	1,285.72
351723	1	LAND SOLUTION LLC, THE	Serv& Op/RR:Bldgs/DHHS	7,285.72
351724	1	LAND SOLUTION LLC, THE	Serv& Op/RR:Bldgs/SCHS	7,285.72
351725	1	LAND SOLUTION LLC, THE	Serv& Op/RR:Bldgs/SJHHS	7,285.72
351726	1	LAND SOLUTION LLC, THE	Serv& Op/RR:Bldgs/Dstrctwd	7,285.72
351727	1	DEMCO	K-12Text/Instrctn/VDMMS	46.64
351728	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/DHHS	263.43
351729	1	OMAR GRAFALS AND F JESSIE	Legal /SupvAdmn/Dstrctwd	7,000.00
			Serv& Op/Spch Aud/Dstrctwd	1,500.00
			Serv& Op/HlthServ/Dstrctwd	510.00
			Serv& Op/PuplTran/Dstrctwd	2,242.50
			Serv& Op/SE0thIns/Dstrctwd	5,250.00
351730	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/DHHS	308.07
351731	1	NCS PEARSON INC.	SpIsNonI/PsychSer/Dstrctwd	3,281.69
351732	1	PERMA-BOUND	Bks&Ref /Instrctn/LFMS	2,200.00
351733	1	PERMA-BOUND	K-12Text/Instrctn/NHMS	700.00
351734	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Ambuehl	1,500.00
351735	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Instrctn/Kinoshta	1,000.00
351736	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	892.08
351737	1	DELL COMPUTER	NonCapEq/Instrctn/VdelMarE	26,136.60
351738	1	IAT INTERACTIVE LLC	InstMtls/Instrctn/SCHS	1,454.30
351739	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Las Palm	2,237.44
351740	1	BARRIOS & ASSOC.LLC DBA	CnsltNon/Pub Info/Dstrctwd	45,000.00
351741	1	CENTER FOR MATHEMATIC & TEACHI	Serv& Op/StDev In/Dstrctwd	10,000.00
351742	1	PARENT INST QUALITY EDUC	CnsltNon/PrntPart/Marblehd	5,000.00
351743	1	PROFESSIONAL TUTORS OF AMERICA	Serv& Op/Instrctn/Dstrctwd	8,483.75
351744	1	CONTEMPORARY SERVICES CORP.	Serv& Op/Enterprs/SCHS	20,000.00
351745	1	THE COLLEGE BLUEPRINT LLC	CnsltSvs/Instrctn/Dstrctwd	4,300.00
351746	1	LEISURE CARE REFERRAL AGENCY	Serv& Op/HlthServ/Dstrctwd	35,000.00
351747		VOID	VOID	0.00
351748	1	DAVID TAUSSIG ASSOC INC	Serv& Op/M-R Reim/Dstrctwd	20,000.00
351749	23	WLC ARCHITECTS INC	BI:DSA /Fac Acq /Viejo	8,063.15
351750	1	VIRTUAL WATER SERVICES	Serv& Op/RR:Bldgs/Dstrctwd	5,000.00
351751	1	MAXIM HEALTHCARE SERVICES INC	NPA /NPA Hlth/Dstrctwd	16,416.00
351752	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	4,313.60
351753	1	TERI INC - THE COUNTRY SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	26,130.07
351754	1	SPECTRUM CENTER ROSSIER PARK	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	29,673.20

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351755	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	17,666.60
351756	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	20,186.60
351757	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	16,736.60
351758	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	19,826.60
351759	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	17,666.60
351760	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	17,666.60
351761	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	17,666.60
351762	1	NSI ACADEMY	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	6,376.00
			Sub MHBC/NPS /Dstrctwd	36,512.76
			Sub MHBC/PsychSer/Dstrctwd	43,815.24
351763	1	HERITAGE SCHOOLS INC	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	851.00
			Sub MHBC/NPS /Dstrctwd	83,220.00
			Sub MHBC/PsychSer/Dstrctwd	27,375.00
351764	1	HERITAGE SCHOOLS INC	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	961.00
			Sub MHBC/NPS /Dstrctwd	83,220.00
			Sub MHBC/PsychSer/Dstrctwd	27,375.00
351765	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	16,526.60
351766	1	CLARINDA ACADEMY	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	4,501.00
351767	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	16,498.00
351768	1	SUSANNE SMITH ROLEY DBA	CnsltNon/HlthServ/Dstrctwd	100.00
351769	1	LEISURE CARE REFERRAL AGENCY	NPA /NPA Hlth/Dstrctwd	19,740.00
351770	1	CATHEDRAL HOME FOR CHILDREN	Residtl /NPS /Dstrctwd	19,847.88
			Sub MHBC/NPS /Dstrctwd	47,288.00
			Sub MHBC/PsychSer/Dstrctwd	34,017.92
351771	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	9,945.00
351772	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	38,360.00
351773	1	PORT VIEW PREPARATORY SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	123,721.00
351774	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	40,009.00
351775	1	OLIVE CREST ACADEMY CANAL ELEM	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	24,754.78

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351776	1	NEW HAVEN SCHOOL	Residtl /NPS /Dstrctwd	7,254.00
			Sub MHBC/NPS /Dstrctwd	13,402.50
			Sub MHBC/PsychSer/Dstrctwd	13,402.50
			Sub RTC /NPS /Dstrctwd	100.00
351777	25	PACIFIC MH CONSTRUCTION INC.	Bldg Imp/Fac Acq /DHHS	2,185.00
351778	1	ARDOR HEALTH SOLUTIONS	NPA /NPA /Dstrctwd	24,999.00
			Sub NPA /NPA /Dstrctwd	45,001.00
351779	1	BLIND CHILDREN'S LEARNING	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	31,801.52
351780	1	OLIVE CREST ACADEMY CANAL ELEM	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	24,754.78
351781	1	OLIVE CREST ACADEMY CANAL ELEM	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	22,724.98
351782	1	OLIVE CREST ACADEMY CANAL ELEM	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	22,621.60
351783	1	OLIVE CREST ACADEMY CANAL ELEM	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	24,754.78
351784	1	ORANGE COUNTY DEPT OF EDUC	Serv& Op/TIS /Dstrctwd	1,750.00
351785	14	KNOWLAND CONSTRUCTION SERVICES	BI:Inspc/Fac Acq /Dstrctwd	116,160.00
351786	1	AUTISM SPECTRUM CONSULTANTS	NPA /NPA /Dstrctwd	2,260.00
351787	1	NEW HAVEN SCHOOL	CnsltNon/GuidCnsl/Dstrctwd	24,999.00
			SubNonCn/GuidCnsl/Dstrctwd	85,001.00
351788	1	WATERLINES TECHNOLOGIES INC	SplsNonI/RR:Bldgs/Dstrctwd	45,000.00
351789	25	SCHOOL FACILITY CONSULTANTS	Serv& Op/Fac Acq /Dstrctwd	25,000.00
351790	1	R FURBUSH INC	CnsltNon/HlthServ/Dstrctwd	1,100.00
351791	1	A.C. LANDSCAPE INC.	Rntl:Oth/RR:Grnds/Dstrctwd	10,000.00
351792	1	LEISURE CARE REFERRAL AGENCY	NPA /NPA Hlth/Dstrctwd	21,840.00
351793	1	US GAMES	InstMtls/Instrctn/Las Palm	471.71
351794	14	INSIGHT SYSTEMS EXCHANGE	Bldg Imp/Fac Acq /Tesoro	125.28
351795	1	SOUTH COAST FIRE PROTECTION	Rntl:Oth/RR:Bldgs/Dstrctwd	15,000.00
351796	1	CDWG Inc	Serv& Op/TIS /Dstrctwd	215.71
351797	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SE0thIns/Dstrctwd	3,000.00
351798	1	STROICH, SAM H.	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
351799	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /CapoHome	1,000.00
351800	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
351801	1	SPARKLETTS	SplsNonI/Sch Adm /Dstrctwd	300.00
351802	1	SPARKLETTS	SplsNonI/Sch Adm /Dstrctwd	2,000.00
351803	1	BOYS TOWN CALIFORNIA INC.	CnsltNon/GuidCnsl/Dstrctwd	24,999.00
			SubNonCn/GuidCnsl/Dstrctwd	105,001.00
351804	1	CAPISTRANO CRANE SERVICE	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
351805	1	COMMERCIAL AQUATIC SERVICES	Rntl:Oth/RR:Bldgs/Dstrctwd	5,400.00
351806	1	GALLEGOS CONSTRUCTION INC	Serv& Op/RR:Bldgs/DHHS	4,837.50
351807	1	FACILITIES PROTECTION SYSTEMS	Serv& Op/RR:Grnds/Dstrctwd	2,242.00
351808	1	SOUTH COAST FIRE PROTECTION	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
351809	1	ART MASTERS LEGACY	CnsltSvs/Instrctn/Marblehd	5,614.00
351810	1	O'REILLY AUTO PARTS	InstMtls/Instrctn/SCHS	10,000.00
351811	1	OFFICE DEPOT	InstMtls/Instrctn/ANHS	5,000.00
351812	1	CDWG Inc	InstMtls/Enterprs/CVHS	813.62
351813	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/Enterprs/CVHS	73.50
351814	1	DISCOUNT SCHOOL SUPPLY	SplsNonI/HlthServ/Dstrctwd	249.37

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PO No.	Fund	Vendor	Description	Amount
351815	1	SIDELINE POWER	InstMtls/CurAthlt/SJHHS	2,000.00
351816		VOID	VOID	0.00
351817	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Marblehd	17,737.07
351818	23	BRICKLEY ENVIRONMENTAL	BI:Other/Fac Acq /SMS	6,485.00
351819	1	ENABLING DEVICES	InstMtls/SEOthIns/Dstrctwd	74.35
351820	1	P F SERVICES INC	Rntl:Oth/PuplTran/Dstrctwd	5,000.00
351821	1	Q FENCE AND FABRICATION	Rntl:Oth/RR:Grnds/Dstrctwd	75,000.00
351822	1	PORT VIEW PREPARATORY SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	93,596.00
351823	1	JAMES AND KIMBER SMITH	Serv& Op/PuplTran/Dstrctwd	2,000.00
351824	1	PARENT INSTITUTE	SplsNonI/GuidCnsl/RH Dana	488.00
351825	1	NATIONAL GEOGRAPHIC SCHOOL PUB	InstMtls/Instrctn/OsoGrand	1,074.15
351826	1	NATIONAL GEOGRAPHIC SCHOOL PUB	InstMtls/Instrctn/RH Dana	1,514.70
351827	1	EDGEWOOD PRESS INC	InstMtls/Enterprs/LadraElm	1,043.93
351828	39	GROUND PENETRATING RADAR	BI:CTest/Fac Acq /SCHS	1,595.90
351829	1	A Z BUS SALES INC	F&ENonIn/PuplTran/Dstrctwd	230,029.26
351830	1	YALE CHASE EQUIPMENT AND	Rntl:Oth/RR:Bldgs/Dstrctwd	1,468.52
351831	1	GRAPHICSLAND INC	InstMtls/Instrctn/Palisade	237.55
351832	1	CENGAGE LEARNING	InstMtls/Instrctn/Dstrctwd	734.55
351833	1	AMERICAN LIBRARY ASSOCIATION	Serv& Op/Instrctn/St Anne	279.00
351834	1	NCS PEARSON INC.	SplsNonI/HlthServ/Dstrctwd	830.67
351835	1	COALITION FOR ADEQUATE SCHOOL	CnfrNonI/FacPlann/Dstrctwd	1,362.00
351836	1	LAW OFFICES OF MAUREEN GRAVES	Legal /SupvAdmn/Dstrctwd	7,000.00
351837	1	UC REGENTS	Conf:Ins/RSPInstr/MFMS	1,400.00
351838	1	SOUTH COAST AIR QUALITY MGMT	Serv& Op/RR:Bldgs/Dstrctwd	2,500.00
351839	1	SDSU RESEARCH FOUNDATION/PLTW	Conf:Ins/Instrctn/Dstrctwd	2,500.00
351840	1	CENGAGE LEARNING	InstMtls/Instrctn/Dstrctwd	3,265.00
351841	1	KERN COUNTY SUPERINTENDENT OF	CnfrNonI/Bus/Fisc/Dstrctwd	100.00
351842	1	DOMINO EVENTS	CnfrNonI/SupvAdmn/Dstrctwd	500.00
351843	1	MALACHIED INC	CnfrNonI/Sch Adm /Dstrctwd	3,375.00
351844	1	CULVER-NEWLIN	SplsNonI/Sch Adm /CVHS	600.48
351845	1	TEACHER CREATED MATERIALS	InstMtls/Instrctn/Las Palm	1,533.98
351846	1	THOMAS KELLY SOFTWARE ASSOC LP	Serv& Op/Instrctn/Dstrctwd	9,500.00
351847	23	DELL COMPUTER	NonCapEq/Fac Acq /DHHS	9,039.75

324 Purchase Orders \$8,259,200.68

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Warrant Number	Name of Payee	Reference Number	Amount
213144	CAPISTRANO USD	PO-350271	19,409.55
213145	MONICA LEE COPELAND	PV-160319	6,100.00
213146	RADZINS, JOHN & MEREDITH	PO-350545	1,453.20
213147	WINGARD, RICHARD AND LORENA	PO-351235	1,000.00
213148	BRANDER, DAWN	PO-351019	213.57
213149	CALSPRA	PO-350280	123.75
213150	CARR, MARIAN	PV-160315	397.18
213151	CODESP	PO-350281	1,850.00
213152	DILLOUGHERY, COLLEEN	PV-160343	392.18
213153	GANT, TINA	PV-160342	486.09
213154	MARTUS, LARISSA	PV-160316	613.66
213155	MCADAM, JENNIFER	PO-351021	82.17
213156	MCKEAGNEY, EILEEN	PO-351020	134.72
213157	REGENTS OF THE UNIV OF CAL,THE	PO-351501	180.00
213158	STROUPE, ERIC	PO-351018	1,109.54
213159	UC REGENTS	PV-160321	120.00
		PV-160322	240.00
213160	CONTEMPORARY SERVICES CORP.	CL-151919	411.94
213161	CSBA	CL-151921	9,384.00
213162	DUTCH, CAROL	PO-351017	129.59
213163	STROUD, KEITH R	CL-151594	301.00
213164	CITY OF SAN CLEMENTE	PO-350712	19,473.79
213165	CITY OF SAN JUAN CAPISTRANO	PO-351098	3,075.70
213166	CR&R INCORPORATED	PO-351166	17,279.15
213167	GOVERNMENT FINANCIAL	CL-151676	7,378.00
213168	MOULTON NIGUEL WATER	PO-351097	4,528.31
213169	SAN DIEGO GAS & ELECTRIC	PO-351100	310,291.62
213170	SANTA MARGARITA WATER	PO-350719	3,195.59
213171	SCHOOLDUDE.COM	PO-351365	5,250.00
		PO-351478	14,237.55
213172	SO CAL GAS CO	PO-350717	558.72
213173	SO COAST WATER DIST	PO-351099	3,736.04
213174	SOUTHERN CALIFORNIA EDISON	PO-350716	46,702.62
213175	G.A. DOMINGUEZ	PO-350943	25,390.60
213176	ROY JORGENSEN ASSOCIATES INC.	PO-345608	85,565.00
213177	LETNER ROOFING CO	PO-346603	760,305.04
213178	CAMPBELL KELLER	PO-346502	19,764.00
213179	CULVER-NEWLIN	PO-350001	12,424.01
213180	CUSD-MELLO ROOS	PO-351379	578,777.00
213181	SCHOOL FACILITY CONSULT	CL-151312	3,063.75
213182	AT&T	PO-350405	59.15
213183	GILL MUSIC	PO-350883	1,155.00
213184	MEDICAESHOP INC	CL-151686	728.07
213185	MERCURY DISPOSAL SYSTEM INC	PO-350273	590.56

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Warrant Number	Name of Payee	Reference Number	Amount
213186	MOBILE COMMUNICATION REPAIR	PO-351135	1,020.60
		PO-351136	84.24
		PO-351138	1,231.20
		PO-351139	1,801.44
		PO-351141	168.48
213187	MOBILE FLEET WASH	PO-350480	949.00
213188	NATIONAL SCIENCE TEACHERS ASSN	PO-350928	139.50
		PO-351126	111.03
213189	OFFICE DEPOT	PO-350628	3,661.32
		PO-350629	369.51
		PO-350630	179.10
		PO-350996	26.77-
213190	ONE STOP BINDERY	PO-350321	1,953.00
213191	OXFORD UNIVERSITY PRESS USA	PO-350431	1,836.03
213192	PACWEST AIR FILTER LLC	PO-350243	6,309.37
213193	PARKHOUSE TIRE INC.	PO-350488	2,601.22
213194	PHONAK LLC	PO-350863	720.40
213195	PITNEY BOWES PRESORT SERVICES	PO-350256	145.34
213196	POLLY PRODUCTS	PO-350002	566.28
213197	PROGRESSIVE MANUFACTURING	PO-350910	507.60
213198	PYRAMID WIRE & CABLE INC.	PO-350070	4,704.13
213199	QUALITY TOWING	PO-350546	430.00
213200	RICKS TRAILER SUPPLY	PO-351249	3,103.46
213201	RINCON TRUCK CENTER INC	PO-350494	2,908.82
213202	SANTA MARGARITA FORD	PO-351321	12,451.22
213203	SCALARS PUBLISHING COMPANY	PV-160318	179.50
213204	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-350652	10.80
		PO-351210	36.24
213205	TIFCO INDUSTRIES	PO-351083	1,164.19
213206	TRUCPAR CO	PO-351084	629.64
213207	TUSTIN UNIFIED SCHOOL DISTRICT	PO-351373	150.00
213208	VEX ROBOTICS INC	PO-350952	31.60
		PO-350954	513.77
213209	W W NORTON & CO INC	PO-350725	1,819.44
		PO-350755	14,295.60
213210	ALONSO, MARIA	PV-160324	81.35
213211	BUCKHALTER III, FREDERICK	PV-160325	1,999.92
213212	DAILEY, ROMY	PV-160326	1.41
213213	DIETZ, CARLENE	PV-160327	5.45
213214	DUFFIELD, LISA	PV-160328	304.76
213215	DURKIN, WILLIAM G	PV-160329	81.35
213216	GONZALEZ, DAVID D	PV-160341	1.84
213217	HIXSON, JENNIFER C	PV-160330	16.27
213218	MACWILKINSON, AMY L	PV-160331	1.39
213219	MARK, JOSEPH S	PV-160332	1,605.67

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Warrant Number	Name of Payee	Reference Number	Amount
213220	MICHEL, MARCIA C	PV-160333	4.31
213221	NIETO, AMY J	PV-160334	13.85
213222	RIVERA, JESSICA K	PV-160335	1.93
213223	ROOZBEH, ZOHREH	PV-160336	1.21
213224	SAUNDERS, ROBERT	PV-160337	83.11
213225	STACY, KELLY K	PV-160338	2,509.02
213226	STOUCH, COREY R	PV-160339	2.31
213227	SWEENEY, VALERIE C	PV-160340	437.09
213228	US BANK-PARS#6746022400	PO-351238	8,447.56
213229	UNUM LIFE INSURANCE	PO-350268	10,360.74
213230	BRIGGS 03, LEEANN	PV-160412	90.25
213231	CALIFORNIA DEPT. OF EDUCATION	PV-160348	1,333.38
213232	CANEPA 400, LINDA	PV-160344	23.00
213233	IMAGE ONE TECHNOLOGY SOLUTIONS	PV-160345	1,775.99
213234	ROSS 03, TAMARA	PV-160413	100.50
213235	ROWE 26 400, NICOLA	PV-160347	107.15
213236	TRISNAN 04, ALISON	PV-160411	188.00
213237	CAPISTRANO CONNECTIONS ACADEMY	PO-350219	765,348.00
213238	COMMUNITY ROOTS	PO-350218	158,008.00
213239	JOURNEY CHARTER SCHOOL	PO-350220	113,510.00
213240	OPPORTUNITY FOR LEARNING	PO-350221	39,118.00
213241	OXFORD ACADEMY	PO-350222	241,226.00
213242	PACIFIC PARTNERSHIP PROPERTIES	PV-160351	110.88
213243	COUNTY OF ORANGE	PO-350606	1,275.00
213244	MARKERBOARD PEOPLE	PO-351117	111.00
213245	MOBILE COMMUNICATION REPAIR	PO-351140	408.24
213246	ORANGE COUNTY LOW VISION	PO-351360	2,489.40
		PO-351429	2,802.60
213247	P.W. GILLIBRAND CO. INC.	PO-350584	1,319.09
213248	PEARSON EDUCATION	PO-350147	4,976.82
		PO-350153	2,145.51
		PO-350169	2,302.01
		PO-350170	4,977.70
		PO-350175	5,914.31
213249	PEARSON EDUCATION INC	PO-350778	2,203.79
		PO-350779	1,166.05
213250	POWERLAND EQUIPMENT INC.	PO-350540	722.59
213251	RICKS TRAILER SUPPLY	PO-351249	617.40
		PO-351462	2,721.35
213252	SAFETY-KLEEN SYSTEMS INC	PO-350528	445.00
		PO-351476	1,254.52
213253	SEHI COMPUTER PRODUCTS INC	PO-350122	213.84
213254	SOUTH COAST FAMILY MEDICAL	PO-350970	566.00

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Warrant Number	Name of Payee	Reference Number	Amount
213255	SOUTHWEST SCHOOL&OFFICE SUPPLY	-	
		PO-350011	1,771.62
		PO-350609	7,363.44
		PO-350644	151.05
		PO-350645	1,990.05
		PO-350646	16.73
		PO-350649	412.16
		PO-350650	93.09
		PO-350651	2,074.17
		PO-350652	1,031.45
		PO-350654	559.67
		PO-350655	2,154.19
		PO-350658	1,638.01
		PO-350659	887.86
		PO-350660	611.21
		PO-350661	1,427.89
		PO-350664	237.72
		PO-350665	1,501.43
		PO-350666	731.79
		PO-350667	755.94
		PO-350668	391.30
		PO-350670	388.52
		PO-350671	1,529.93
		PO-350672	179.34
		PO-350673	2,934.55
		PO-350676	1,638.79
		PO-350677	3,252.20
		PO-350680	2,884.23
		PO-350681	1,088.32
		PO-350682	675.59
		PO-350683	63.69
		PO-350686	1,596.88
		PO-350689	2,723.67
		PO-350704	3,785.99
		PO-350705	52.51
		PO-350922	30.22
		PO-351160	124.52
		PO-351210	246.46
213256	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-351224	113.23
		PO-351287	217.93
		PO-351309	218.61
213257	SPICERS PAPER	PO-350261	12,794.22
		PO-351277	648.00
213258	STAPLES ADVANTAGE	PO-351434	917.46
213259	TAYLOR & FRANCIS GROUP LLC	PO-350728	2,457.44

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Warrant Number	Name of Payee	Reference Number	Amount
213260	TEXTBOOK WAREHOUSE	PO-350411	2,916.00
		PO-350413	243.00
213261	THERAPRO	PO-350870	605.00
213262	TIFCO INDUSTRIES	PO-351083	944.14
213263	TUTTLE-CLICK FORD	PO-351223	2,623.25
213264	VERIZON WIRELESS	PO-351221	1,862.12
213265	VISTA HIGHER LEARNING	PO-350419	2,875.03
		PO-350421	2,482.67
213266	WAXIE SANITARY SUPPLY	PO-350244	11,814.63
		PO-350787	119.34
213267	WAYSIDE PUBLISHING	PO-350428	1,122.19
213268	STAPLES ADVANTAGE	PO-350531	781.20
213269	BERRY, SCOTT AND/OR JAIME	PO-351459	1,312.33
213270	EBBING, CURTIS AND/OR MARYAM	PO-351485	520.41
213271	GARCIA, IRMA R.	PO-350472	923.30
213272	JANNEY, MICHAEL & VANESSA	PO-351219	501.75
213273	JEPSEN, CLINT AND/OR KATIE	PO-351486	743.28
213274	KRANTZ, TRICIA	PO-351149	582.40
213275	PONTIUS PH.D, KYLE D.	CL-151955	1,900.00
213276	ROBERT & SHERIE SAMUELIAN	PO-351538	15,397.00
213277	WILLIAMS, MATTHEW	PO-350495	1,116.00
213278	ABEDI, LORA	PV-160406	619.18
213279	CHICAS, CARLOS	PV-160409	683.99
213280	HEAVLIN-MARTINEZ, JOHANNA	PV-160407	761.29
213281	LACOE - STEM UNIT ECW 3146	PO-350044	195.00
213282	PYRAMID ED CONSULTANTS	PO-350045	395.00
213283	SANTOS METCALF, HENRY	PV-160408	606.15
213284	DANNIS WOLIVER KELLEY	CL-151922	7,057.00
213285	BOWIE ARNESON WILES &	PO-351197	1,760.50
213286	CITY OF SAN JUAN CAPISTRANO	PO-351098	14,207.52
213287	CONSOLIDATED ELECT DISTR	-	
		PO-350559	18,336.07
213288	CONSOLIDATED ELECT DISTR	PO-350559	8,662.48
213289	E. STEWART AND ASSOCIATES	PO-350556	5,295.00
213290	MOULTON NIGUEL WATER	PO-351097	1,674.17
213291	ORANGE CTY DEPT EDUC	PO-350223	7,557.48
213292	SAN DIEGO GAS & ELECTRIC	PO-351100	44,808.81
213293	SECTOR POINT INC.	PO-351461	14,364.00
213294	SO CAL GAS CO	PO-350717	3,729.02
213295	SO COAST WATER DIST	PO-351099	1,573.83
213296	SOUTH COAST AIR QUALITY MGMT	PO-351327	380.64
213297	DAVE BANG ASSOCIATES INC	PO-346532	24,965.57
213298	PLACEWORKS	PO-346755	8,006.10
213299	BOWIE ARNESON WILES &	PO-351196	3,760.00
213300	HMC ARCHITECTS	PO-341287	34,657.50

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Warrant Number	Name of Payee	Reference Number	Amount
213301	PLACEWORKS	PO-344546	3,808.75
213302	HMC ARCHITECTS	PO-346665	15,963.75
213303	UNITED STATES POSTAL SERVICE	PO-350253	35,000.00
213304	BRADLEY, JUDITH S	PV-160353	24.15
213305	BRAUN, C. ANNE	PV-160354	207.00
213306	BROOKMAN, JOSEPH	PV-160355	150.08
213307	BUNYAN, JAMIE	PV-160356	143.18
213308	CARLISLE, TERESA	PV-160357	12.65
213309	DYE, JANETTE	PV-160358	66.70
213310	ECK, ALYSSA	PV-160359	45.43
213311	HEUSER, RACHEL	PV-160360	283.48
213312	HIGHTOWER, SHERI	PV-160361	148.35
213313	KACZMARCZYK, HEATHERANN	PV-160362	16.10
213314	KIMINAS, ANTHONY	PV-160364	226.55
213315	KLISTER, PAMELA	PV-160363	67.28
213316	MAASS, SUSAN	PV-160365	100.63
213317	NEE, KATHLEEN	PV-160368	180.55
213318	NORRIS, MAUREEN	PV-160366	82.80
213319	STEVER, JANELLE	PV-160367	199.53
213320	TALILI, MAILUMAI	PV-160369	247.25
213321	TAYNE, JULIE	PV-160370	149.50
213322	YOTA, DENISE	PV-160371	35.65
213323	AFSHAR, AFRINA	PV-160352	41.41
213324	ABUSAFIEH, AMENEH	PV-160372	84.00
213325	ARROYO VENTURES, LLC	PV-160373	128.00
213326	BARBEAU, CAROLINE	PV-160374	80.00
213327	CAHILLANE, KEVIN	PV-160375	5.30
213328	CHILD, ANDREW	PV-160376	201.00
213329	CHIMENTI, MARK	PV-160377	84.00
213330	COBO, MARIA DELA LUZ	PV-160378	84.00
213331	CROWLEY, HEIDI	PV-160379	134.19
213332	DAI, WILLIAM	PV-160380	85.00
213333	DMI CONSULTING	PV-160381	62.00
213334	FULTON, SAMUEL	PV-160382	21.00
213335	GILTNER, DOUGLAS	PV-160384	85.00
213336	GIRALDIN, DANA	PV-160385	77.00
213337	HART, KELLY	PV-160383	80.00
213338	HASTINGS, ALYSSA	PV-160386	15.00
213339	HOLLIHAN, KERRI	PV-160387	132.00
213340	LYON, LAURA	PV-160388	131.99
213341	OLSON, LEONA	PV-160389	285.76
213342	PEREZ, KIMBERLY	PV-160390	77.00
213343	PIERACCI, FRED	PV-160391	25.00
213344	PODGORSKI, ROBERT	PV-160392	20.00
213345	QUAGIERO, VICTOR	PV-160393	81.00

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Warrant Number	Name of Payee	Reference Number	Amount
213346	ROLDAN, DIEGO	PV-160394	21.00
213347	STELTER, DAVID	PV-160395	62.00
213348	STUCKEY, CALEB	PV-160396	15.00
213349	TUCKER, PAUL	PV-160397	143.00
213350	WILEMON, WILEMON	PV-160398	91.00
213351	WOLF, ZACHARY	PV-160399	21.00
213352	BASTMAN, TOREY	PV-160400	375.00
213353	HAVRANEK, SARA	PV-160401	355.00
213354	JONES, ERICA	PV-160402	355.00
213355	KELLER, JENNIFER	PV-160403	355.00
213356	LAMOURELLE, MAGALI	PV-160404	250.00
213357	FRANTZ, CAROLYN	PV-160405	66.35
213358	ACORN MEDIA	PO-350875	418.78
		PO-350876	249.00
		PO-350878	401.80
		PO-350881	328.23
		PO-350884	401.80
		PO-350885	401.80
		PO-350886	441.42
		PO-350887	203.73
		PO-350891	786.63
		PO-350895	62.25
		PO-350896	198.07
		PO-350901	362.19
		PO-350903	792.29
		PO-350904	407.46
		PO-350905	350.87
213359	ADVANTAGE ENTERPRISES LLC	PO-346414	1,292.26
213360	ADVANTAGE RADIATOR	PO-350368	970.49
213361	AIR CONDITIONING CONTROL SYS	CL-151197	3,990.00
213362	AMBCO ELECTRONICS	PO-350851	1,411.80
213363	APPLE COMPUTER INC	PO-351000	745.20
		PO-351001	447.12
		PO-351114	323.68
		PO-351120	20,181.10
		PO-351247	304.32
		PO-351311	1,217.28
213364	ASSETGENIE INC	PO-350329	867.50
213365	ASSOC BUSINESS PRODUCTS	PO-351119	213.84
213366	ASSOCIATION OF CALIFORNIA	PO-351332	984.00
213367	BEN'S MUSIC	PO-351346	300.00
213368	BRINKS INC.	PO-350225	161.68
213369	BUSWEST	PO-350478	594.63
213370	C D T INC.	PO-350227	180.00
213371	CAL-STATE AUTO PARTS INC	PO-350369	662.53

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Warrant Number	Name of Payee	Reference Number	Amount
213372	CAMCOR INC	PO-351065	1,230.29
		PO-351076	331.34
		PO-351079	273.35
		PO-351111	4,511.07
		PO-351113	1,230.29
213373	CDW GOVERNMENT	PO-351063	319.68
		PO-351067	799.20
		PO-351082	401.76
		PO-351112	4,365.90
213374	CHENG & TSUI CO INC	PO-350432	186.95
213375	CINTAS CORP #640	PO-350047	223.56
		PO-350374	437.78
		PO-351254	497.13
213376	CLEAR SOURCE IT	PO-350578	9,207.60
213377	COMMERCE PRINTING	PO-350750	3,496.50
		PO-350751	3,996.00
		PO-350753	3,996.00
		PO-350754	3,496.50
213378	COMPLETE OFFICE OF CA	PO-350108	137.14
		PO-350110	202.09
		PO-350111	90.46
		PO-350513	249.02
213379	CROWN VALLEY TRANS	PO-350479	1,521.80
213380	CULVER-NEWLIN	PO-345448	280.37
		PO-346114	2,628.29
		PO-350005	6,603.12
		PO-350343	600.48
213381	DEMCO INC	PO-351147	993.21
213382	EMC PARADIGM PUBLISHING	PO-350614	8,704.86
213383	ENET COMPONENTS INC	PO-351059	465.05
213384	FISHER SCIENTIFIC	PO-350640	231.76
213385	FOLLETT SCHOOL SOLUTIONS INC	PO-350416	1,737.29
		PO-350423	1,162.40
		PO-350747	466.13
213386	FREEWAY AUTO SUPPLY	PO-350381	709.35
213387	GANAHL LUMBER	CL-151615	197.21
		PO-350077	324.02
213388	GOLDEN RULE BINDERY	PO-351104	945.64
		PO-351108	22,280.83
		PO-351264	4,065.73
		PO-351265	9,524.39
		PO-351267	7,655.20
213389	GOLDEN STAR TECHNOLOGY INC.	PO-351110	833.59

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Warrant Number	Name of Payee	Reference Number	Amount		
213390	HANDWRITING W/O TEARS	PO-350181	1,316.71		
		PO-350189	1,492.27		
		PO-350192	438.91		
		PO-350198	1,228.94		
		PO-350201	658.36		
		PO-350204	965.59		
		PO-350207	833.92		
		PO-350209	1,272.81		
		PO-350210	1,316.71		
		PO-350211	1,413.26		
		PO-350213	3,221.52		
		PO-350490	1,755.60		
		213391	HEADSETS.COM	PO-351325	1,119.74
		213392	HIRSCH PIPE & SUPPLY	PO-351094	192.75
		213393	HOWARD TECHNOLOGY SOLUTIONS	PO-350577	24.50
				PO-351022	980.00
PO-351024	24.50				
PO-351026	808.50				
PO-351028	1,960.00				
PO-351030	784.00				
PO-351032	24.50				
PO-351034	24.50				
PO-351036	24.50				
PO-351038	24.50				
PO-351040	24.50				
PO-351042	24.50				
PO-351044	24.50				
PO-351046	24.50				
PO-351048	24.50				
PO-351050	24.50				
PO-351052	24.50				
PO-351054	24.50				
PO-351056	24.50				
PO-351058	24.50				
213394	IPC USA	PO-350384	14,214.76		
213395	J W PEPPER & SON INC	CL-151620	259.42		
		CL-151621	89.02		
		PO-351142	217.29		
213396	JIM'S MUSIC CENTER	PO-345710	2,896.56		
213397	JOHNSTONE SUPPLY	PO-350932	11,867.60		
213398	JOSTENS	PO-350589	2,478.11		
		PV-160410	1.04		
213399	KELLY PAPER COMPANY	PO-350262	2,805.00		

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213400	LAKESHORE LEARNING MATLS	PO-350916	1,071.64
		PO-351153	76.93
		PO-351179	2,220.67
213401	LEARNING ALLY	PO-351335	395.00
213402	LEGO EDUCATION	PO-350935	6,091.04
213403	LENNOX INDUSTRIES INC	PO-350137	1,458.00
213404	HUMANSCALE	PO-351385	225.00
213405	EXECUTIVE ENVIRONMENTAL SVCS	PO-351336	249.70
213406	ORANGE COUNTY FIRE AUTHORITY	PO-351603	3,700.00
213407	MARLIN COMPANY, THE	PO-351524	1,890.00
213408	OFFICE DEPOT	PO-350102	106.28
		PO-350628	150.23
		PO-350633	739.13
		PO-350996	994.42
		PO-351352	736.92
213409	PLANK ROAD PUBLISHING INC	PO-351414	162.45
213410	ROCHESTER 100 INC	PO-350908	562.50
213411	TECH4LEARNING	PO-350331	515.00
213412	VORTEX INDUSTRIES INC.	PO-351577	399.95
213413	READING IS FUNDAMENTAL OF	PO-351504	144.00
213414	CAPISTRANO UNIFIED SCHOOL DIST	PO-350267	176,145.48
213415	MEBA C/O	PO-350269	3,687,157.70
213416	CALAIACOVO, EILEEN	PV-160481	281.67
213417	DUFFIELD, LISA	PV-160480	23.09
213418	CAPISTRANO UNIFIED SCHOOL DIST	PO-350267	74,220.30
213419	CAPISTRANO USD	PO-350271	17,127.98
213420	ABOVE ALL NAMES CONSTRUCTION	PO-350250	1,905.50
213421	CITY OF SAN JUAN CAPISTRANO	PO-351098	4,713.76
213422	CONSOLIDATED ELECT DISTR	PO-350559	5,596.71
		PO-351169	125.22
213423	E. STEWART AND ASSOCIATES	PO-350556	9,140.00
213424	KYA SURFACING LLC	PO-350037	106,334.16
		PO-350072	30,235.06
		PO-350085	5,628.63
		PO-350355	2,138.83
		PO-350356	3,785.57
		PO-350357	3,705.83
		PO-350358	3,031.68
		PO-350361	6,041.23
		PO-351442	1,700.74
		PO-351443	7,808.61
		PO-351449	10,412.52
213425	LARMAC	PO-351614	17,400.00
213426	MOULTON NIGUEL WATER	PO-351097	6,662.88
213427	ORANGE COUNTY TREASURER	PO-351668	300.00

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213428	SAN DIEGO GAS & ELECTRIC	PO-351100	64,121.01
213429	SANTA MARGARITA WATER	PO-350719	13,331.48
213430	SO CAL GAS CO	PO-350717	1,238.33
213431	SO COAST WATER DIST	PO-351099	5,009.17
213432	SPORTS FACILITIES GROUP INC	PO-350092	4,375.00
213433	VIRTUAL WATER SERVICES	PO-350090	411.68
213434	LVH ENTERTAINMENT SYSTEMS	PO-344629	32,000.00
213435	LY ENVIRONMENTAL INC	PO-351605	2,560.00
213436	BLIND CHILDREN'S LEARNING	PO-350822	1,051.33
213437	HOWES, JODEEN AND/OR JEREMY	PO-351638	919.41
213438	LOYER, LAW OFFICES OF KATHLEEN	PO-351641	30,000.00
213439	LYNETT AND MATTHEW CRANE	PO-351546	23,825.00
213440	MEET THE MASTERS INC	PO-350701	1,000.00
213441	AU, JUDITH	PV-160427	397.69
213442	FERNANDEZ, KATHRYN	PV-160426	44.31
213443	HAYES, COLLEEN	PV-160482	84.30
213444	MEET THE MASTERS INC	PO-350698	1,000.00
213445	ORANGE COUNTY DEPT OF EDUCATIO	PO-350283	35.00
		PO-350289	200.00
		PO-350291	200.00
213446	RICHARDS INST OF ED & RESEARCH	PO-351436	1,475.00
213447	SARGENT, CHRISTINA	PV-160425	498.55
213448	SCIENCE@OC	PO-351313	595.00
213449	CONTEMPORARY SERVICES CORP.	CL-151917	796.54
213450	MEET THE MASTERS INC	PO-350765	1,000.00
213451	PAUL SANCHEZ INVESTIGATIONS	PO-346760	3,967.11
213452	WOODRUFF SPRADLIN & SMART	PO-346758	717.42
213453	ADMINISTRATIVE SOFTWARE	PO-346711	1,194.60
213454	CONTROLTEC INC	PO-350313	14,073.36
213455	REGENTS UC	CL-151968	3,500.00
213456	260-PRAXAIR DISTRIBUTION INC.	PO-350575	144.38
213457	MOBILE COMMUNICATION REPAIR	PO-350398	775.80
		PO-351137	816.48
213458	NEFF COMPANY	PO-350950	3,057.90
213459	PARR LUMBER	PO-351106	17,618.76
213460	PERMA-BOUND	PO-350602	1,366.74
213461	PYRAMID WIRE & CABLE INC.	PO-350070	7,219.85
213462	RICKS TRAILER SUPPLY	PO-351249	840.80
213463	SIGNS BY CREATIONS UNLIMITED	PO-350947	250.56
213464	SOUTH COAST AIR QUALITY MGMT	PO-350403	467.98
213465	SOUTH COAST ANSWERING SERVICE	PO-351232	408.51
213466	SPARTAN TOOL LLC	PO-350574	1,320.32
213467	SUPERIOR TEXT	PO-350425	1,680.26
213468	SUPPLY LINE BUILDING MATERIALS	PO-350132	16.15
		PO-351608	113.72

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213469	SUPPLYWORKS	PO-350587	620.62
213470	TEACHER CREATED MATERIALS	PO-350917	1,368.77
213471	TEXTBOOK WAREHOUSE	PO-350412	243.00
		PO-350424	398.30
		PO-350427	1,027.08
213472	TIFCO INDUSTRIES	PO-350404	456.15
213473	TOBII DYNAVOX	PO-351339	78.44
213474	TRIPLE A PUMPING & JETTING	PO-350240	2,935.00
213475	VISTA HIGHER LEARNING	PO-350418	2,208.30
		PO-350756	1,784.05
213476	VISTA PAINT CORP	PO-350135	168.96
213477	WESTERN ILLUMINATED PLASTIC	PO-350392	157.50
213478	WOODWIND AND BRASSWIND	PO-351143	113.40
213479	PYRAMID WIRE & CABLE INC.	PO-351183	4,411.17
213480	AMERICAN SWING PRODUCTS	PO-351520	1,557.66
213481	APPERSON INC	PO-351370	302.20
213482	ASSOC BUSINESS PRODUCTS	PO-351245	294.30
213483	BARRETT-ROBINSON INC	PO-350354	2,950.00
213484	BEACH CITIES GLASS INC	PO-351227	936.54
213485	BIOMEDICAL WASTE DISPOSAL	PO-350112	99.00
213486	BOYCE INDUSTRIES	PO-350095	1,064.43
213487	CENGAGE LEARNING	PO-350417	498.67
213488	CI SOLUTIONS	PO-351585	374.22
213489	CINTAS CORP #640	PO-350113	41.42
		PO-351469	4,881.04
213490	CLARK SECURITY	PO-350733	270.96
		PO-351237	11,189.85
213491	CLASSROOM STORAGE UNITS LLC	PO-351174	110.30
213492	CLEAR SOURCE IT	PO-351460	594.00
213493	COMMERCIAL AQUATIC SERVICES	PO-350239	4,008.72
213494	COMMUNITY PLAYTHINGS	PO-350785	362.88
213495	COOLE SCHOOL	PO-350844	2,254.50
213496	DAKTRONICS INC	PO-351489	535.00
213497	DENAULT'S HARDWARE	CL-150551	27.50
		CM-160018	51.72
		PO-351597	157.65
213498	DENAULT'S HARDWARE	PO-350133	577.48
213499	DICK BLICK WEST	CL-151612	410.95
213500	DIDAX INC	PO-346584	253.74
213501	DUNN-EDWARDS CORP	PO-350724	1,513.39
213502	EBERHARD EQUIPMENT	PO-350091	7,095.60
213503	FEDERAL EXPRESS CORP	PO-350314	462.78
213504	BLACKBOARD INC	PO-351604	1,000.00
213505	ESSENTIAL EDUCATION	PO-351495	375.00
213506	COMMUNITY PLAYTHINGS	PO-350028	434.16

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213507	BEN'S MUSIC	PO-351346	1,205.00
213508	DEERE & COMPANY	PO-350114	55,035.17
213509	FOLLETT SCHOOL SOLUTIONS INC	PO-350408	6,675.70
		PO-350422	8,404.56
		PO-350426	4,183.92
		PO-350720	54.00
		PO-351263	6,142.61
213510	GAMETIME	PO-350605	260.22
213511	GANAHL LUMBER	PO-350077	1,929.10
213512	GOLDEN RULE BINDERY	PO-351107	16,357.09
		PO-351268	3,766.11
		PO-351270	1,394.92
		PO-351273	212.60
213513	GRAPHIC SYSTEMS	PO-350263	488.15
213514	HD SUPPLY FACILITIES MAINTN	PO-350069	1,415.33
		PO-350776	214.43
213515	HOUGHTON MIFFLIN HARCOURT	PO-350409	16,250.00
213516	IMAGE 2000	PO-350946	1,793.68
		PO-351353	306.61
213517	JADTEC SECURITY SERVICES INC	PO-351562	244.40
213518	JOSEPHSON INSTITUTE OF ETHICS	PO-346588	200.45
213519	LAWNMOWERS ETC	PO-351101	33.22
		PO-351477	3,051.76
213520	LIBERTY FLAGS	PO-351282	96.04
213521	LOCAL JANITORIAL & VACUUM	PO-351452	5,016.13
213522	MUSIC AND ARTS CENTER	PO-350906	2,844.87
213523	ORANGE COUNTY DEPT OF EDUC	PO-351116	510.00
213524	PC & MACEXCHANGE	PO-351134	278.64
		PO-351338	1,053.00
		PO-351341	3,159.00
		PO-351377	2,106.00
213525	SANTA MARGARITA FORD	PO-351321	2,046.42
213526	SCHOOL MATE	PO-350955	786.90
213527	SCHOOL OUTFITTERS	PO-350919	719.03
213528	SCHOOL SPECIALTY	PO-350845	1,307.34
213529	SELECT EQUIPMENT SALES INC	PO-350317	652.78
213530	SP CONTROLS	PO-350957	180.00
213531	TARGET SPECIALTY PRODUCTS	PO-350570	3,673.05
213532	TEACHER COLLEGE PRESS	PO-350868	33.55
213533	UNITED RENTALS	PO-351091	1,691.05
213534	VALLEY POWER SYSTEMS INC.	PO-351132	1,574.38
213535	VERIZON WIRELESS	PO-351221	3,252.59
213536	BROWN, NANCY	PV-160428	8.63
213537	COPPAGE, CARRI	PV-160429	150.65
213538	GALLEGO, MARINA	PV-160430	25.88

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213539	GONZALEZ, BERENICE	PV-160431	4.60
213540	GONZALEZ, CYNTHIA	PV-160432	4.03
213541	KERINS, TRACY	PV-160433	34.50
213542	KORBY, SUE	PV-160434	1.73
213543	LUND, MELISSA	PV-160435	33.35
213544	MACBETH, JONELL	PV-160437	10.35
213545	MCNEILL, MELIS	PV-160436	7.48
213546	MOGUET, NICHOLAI	PV-160438	43.70
213547	STRANDSTRA, CLAUDIA	PV-160439	11.50
213548	WADE, VERONICA	PV-160440	8.63
213549	WILLIAMS, ASHLEY	PV-160441	55.78
213550	AKHLAGHI SEAN &	PV-160442	967.27
213551	ALZAMORA, LUCERO	PV-160443	371.84
213552	BECERRIL, ARTURO OR BLANCA	PV-160446	157.32
213553	BLAIN, MATTHEW & KERRY	PV-160444	68.66
213554	BOLES, NERMIN	PV-160445	266.06
213555	BOUCLY, CHRISTOPHER & DAWNIEL	PV-160447	286.58
213556	CIPOLLONE, JOSEPH & DEBRA	PV-160448	130.55
213557	COON, MATTHEW/ERIKA	PV-160449	177.01
213558	CRABTREE, CHAD & AUREEN	PV-160450	207.00
213559	DAVIS, HENRY & ELIZABETH	PV-160452	311.63
213560	DESHAZER, ALEX OR DARCY	PV-160451	202.03
213561	DOUGHERTY, PATRICK & BRANNAN	PV-160453	64.72
213562	DUDHEKER, SANJAY OR SONALY	PV-160454	166.43
213563	ELE, APRIL AND OR ROGER	PV-160455	116.56
213564	ELLIOTT, MICHAEL & ANDREA	PV-160456	170.48
213565	ELPEDES, BERNARD & MINH-THU VU	PV-160457	144.65
213566	GARCIA, MARIO & SHANNON	PV-160458	332.86
213567	GUDIPATI, SRINIVAS &	PV-160459	393.74
213568	HARRIS, DARREN AND OR NICOLE	PV-160460	386.70
213569	HOGGATT, ROBERT/VERONICA	PV-160461	604.81
213570	HYLTON, CHRIS OR HERMINIA	PV-160462	202.86
213571	IBARRIA, LUIS AND OR	PV-160463	272.00
213572	JUNCAJ, EMILIO & LESLI	PV-160464	278.78
213573	KAVEH, REZA AND OR ASHLEY	PV-160465	407.28
213574	LAHAM, HAISSAM & MANSOUR RIMA	PV-160467	230.74
213575	LOPEZ, CELESTES	PV-160466	156.40
213576	MOORE, JEFF & CHERYL	PV-160468	183.54
213577	NILSEN, WILFRED & INGRID	PV-160469	112.42
213578	PHO, STACY	PV-160470	230.81
213579	RODAS, PHILLIP AND CAROLYN	PV-160471	183.32
213580	ROLING, MIKAIL	PV-160472	279.45
213581	ROSEN, AARON & ANGELA	PV-160473	212.38
213582	SALGADO, DAVID & ALISON	PV-160474	138.09
213583	SHMANSKE, JEFF AND	PV-160475	179.17

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213584	SPOTSWOOD, EVAN & JENNIFER	PV-160476	207.92
213585	SUTHERLAND, GARY & RACHEL	PV-160477	153.82
213586	THOMAS, ED OR REBECCA	PV-160478	138.81
213587	WALSH, KAREN	PV-160479	322.51
213588	COLLINS ,GREGORY	PV-160424	32.20
213589	DOMINO'S PIZZA	PV-160559	644.00
		PV-160560	357.00
		PV-160561	875.00
		PV-160562	588.00
		PV-160563	326.00
		PV-160564	525.00
		PV-160565	700.00
		PV-160566	2,016.00
		PV-160567	938.00
		PV-160568	826.00
		PV-160569	119.00
		PV-160570	658.00
		PV-160571	644.00
		PV-160572	462.00
213590	GOLD STAR FOODS INC	PV-160483	349.05
		PV-160484	216.75
		PV-160485	101.15
		PV-160486	233.66
		PV-160487	448.32
		PV-160488	572.03
		PV-160489	348.57
		PV-160490	223.37
		PV-160491	108.73
		PV-160492	100.36
		PV-160493	165.93
		PV-160494	338.29
		PV-160495	216.39
		PV-160496	253.06
		PV-160497	648.41
		PV-160498	160.39
		PV-160499	233.08
		PV-160500	127.44
		PV-160501	7,817.72
213591	MOORE 06, JUDY	PV-160508	31.00
213592	MULDONG 400, REINA	PV-160507	73.85
213593	NIEVES 400, ROCIO	PV-160512	28.65

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213594	OFFICE DEPOT	PV-160417	188.07
		PV-160418	49.31
		PV-160419	30.77
		PV-160420	15.83
		PV-160421	45.71
		PV-160422	40.81
213595	P & R PAPER SUPPLY COMPANY	CM-160019	40.10-
		PV-160502	1,905.60
		PV-160503	1,708.70
		PV-160504	3,650.00
		PV-160505	468.18
		PV-160506	4,279.77
213596	PODGURSKI 03, DANIEL	PV-160414	160.00
213597	SONG 400, EMILIA	PV-160416	40.50
213598	STANFILL 02, STACY	PV-160415	46.00
213599	VERIZON WIRELESS	PO-350081	341.90
213600	ATA, GAZAL	PV-160522	84.00
213601	ATWOOD, NOAH	PV-160523	20.00
213602	AUGUSTINI, ANNA	PV-160524	73.00
213603	BENTLEY, GAYLE	PV-160525	104.75
213604	BLACK, KELLY/ANGELA	PV-160526	172.00
213605	BLETHEN, MATHEW	PV-160527	69.00
213606	DIGIACOMO, DANIEL	PV-160528	85.00
213607	DUNHAM, JAMES	PV-160529	63.00
213608	ERKENEFF, RICHARD	PV-160531	62.00
213609	FRIO, JUSTIN	PV-160530	80.00
213610	GARRISON, MADELYN	PV-160532	10.00
213611	GERBER, COLE	PV-160533	69.00
213612	GRAY, GABRIELLA	PV-160534	130.00
213613	HAMIDI, EMMANUEL	PV-160535	48.00
213614	HARDER, URSULA	PV-160536	300.00
213615	HILL, JOSHUA	PV-160537	98.86
213616	JAMES, ALEXA	PV-160540	90.00
213617	KEHLENBECK, DEVYN	PV-160541	132.00
213618	MARTUS, LARISSA	PV-160542	213.15
213619	MEDINA, ALEXANDER	PV-160543	86.00
213620	MILLER, ROBERT	PV-160544	101.08
213621	MORAN, BARON	PV-160545	15.00
213622	NGUYEN, ANH	PV-160546	69.00
213623	RAES, DEBBIE	PV-160547	26.26
213624	RAKE, TAYLOR	PV-160548	62.00
213625	RAMIREZ, CRISTIAN	PV-160549	10.00
213626	SOLOMON, AMBER	PV-160550	62.00
213627	TACCOLINI, MITCHELL	PV-160551	87.00
213628	VETTER, CAMERON	PV-160552	84.00

Board of Trustees Warrant Listing
 ===== Fiscal Year: 2015-16 =====
 Board of Trustees Meeting.....SEPTEMBER 23, 2015

Warrant Number	Name of Payee	Reference Number	Amount
213629	WASSERBACK, REX	PV-160553	124.00
213630	WEISS, JEANNIE	PV-160554	300.00
213631	FERMIN, MAXI	PV-160558	495.00
213632	GIANOPOULOS, ERIN	PV-160555	370.00
213633	HO, KAITLYN	PV-160539	775.00
213634	PADAYAO, NIKI	PV-160556	250.00
213635	ZEIDAN, ZORIN	PV-160557	260.00
213636	BENS ASPHALT	PO-350953	215,697.60
213637	CITY OF SAN JUAN CAPISTRANO	PO-351098	848.31
213638	CONSOLIDATED ELECT DISTR	PO-350559	207.17
213639	COUNTY OF ORANGE-WASTE MNGT	PO-350840	2,720.41
213640	MOULTON NIGUEL WATER	PO-351097	17,623.66
213641	SAN DIEGO GAS & ELECTRIC	PO-351100	74,016.34
213642	SANTA MARGARITA WATER	PO-350719	903.97
213643	SO CAL GAS CO	PO-350717	2,517.91
213644	SOUTHERN CALIFORNIA EDISON	PO-350716	5,532.81
213645	WEST COAST ARBORISTS INC.	PO-351613	93,333.00
213646	CAL STAGE & LIGHTING INC	PO-351380	4,661.64
213647	SILVER CREEK INDUSTRIES INC.	PO-345441	16,263.52
213648	SILVER CREEK INDUSTRIES INC.	PO-345436	17,178.37
213649	DECISIONINSITE LLC	PO-350352	2,800.00
213650	KNOWLAND CONSTRUCTION SERVICES	PO-346744	12,768.00
213651	R. JENSEN COMPANY INC.	PO-346736	227,810.00
213652	SILVER CREEK INDUSTRIES INC.	PO-345382	12,534.30
213653	CRARY, BRENDA	PO-350797	2,000.60
213654	DORRIS, GARY AND JILL	PO-350324	2,420.00
213655	KARPUS, DAVID AND MARY	PO-351457	1,203.65
213656	SHACK-LAPPIN, CAROL	PO-351158	2,868.75
213657	STUDENT RIGHTS ATTORNEYS	PO-351512	16,125.00
213658	WINGARD, RICHARD AND LORENA	PO-351235	125.00
213659	BENSTEAD-FROME, LORI	PV-160538	816.00
213660	BROWN, ANGELA	PV-160520	876.57
213661	DORRIS, GARY AND JILL	CL-151925	4,730.00
213662	LAWBAUGH, CYNTHIA	PV-160519	453.75
213663	LEWIS, DAWN	PV-160510	579.02
213664	PYRAMID ED CONSULTANTS	PV-160511	395.00
213665	SCHOOL SERVICES OF CALIF	PV-160509	195.00
213666	TUCKER, CANDICE	PV-160513	166.66
213667	WILLEY, ELIZABETH	PV-160521	150.08
213668	ORANGE CTY DEPT EDUC	CL-152052	3,120.00
213669	YMCA OF ORANGE COUNTY	CL-151983	11,399.85
		CL-152007	5,946.66
		CL-152015	8,240.04
		CL-152017	12,699.07
213670	GLASS HAPPENS INC	PO-351419	488.40

Board of Trustees Warrant Listing
 ===== Fiscal Year: 2015-16 =====
 Board of Trustees Meeting.....SEPTEMBER 23, 2015

Warrant Number	Name of Payee	Reference Number	Amount
213671	MOBILE FLEET WASH	PO-350480	942.50
213672	MRS. NELSON'S LIBRARY SERVICES	PO-350726	647.89
213673	NCS PEARSON INC.	PO-350858	2,777.17
		PO-351173	749.30
		PO-351430	2,369.61
213674	OFFICE DEPOT	PO-350102	683.45
		PO-350628	61.03
		PO-351314	112.61
213675	ORANGE COUNTY REGISTER	PO-350328	169.44
		PO-351666	2,239.68
213676	PARKHOUSE TIRE INC.	PO-350488	6,540.18
213677	PEARSON EDUCATION INC	PO-350429	1,345.26
		PO-350436	4,486.15
213678	RICKS TRAILER SUPPLY	PO-351249	573.44
213679	RINCON TRUCK CENTER INC	PO-350494	416.53
213680	SAFETY-KLEEN SYSTEMS INC	PO-351476	372.00
213681	SANTA MARGARITA FORD	PO-351321	4,863.02
213682	SHRED-IT USA	PO-350316	163.00
		PO-351679	42.00
213683	SKYLIGHT PUBLISHING	PO-351258	336.00
213684	SPICERS PAPER	PO-350261	2,014.35
213685	SUPER DUPE INC.	PO-351432	2,579.60
213686	TEACHERS DISCOVERY	PO-351420	200.85
213687	TIFCO INDUSTRIES	PO-351083	2,652.01
213688	TUTTLE-CLICK FORD	PO-351223	894.51
213689	US GAMES	PO-346148	3,437.47
213690	WARDS NATURAL SCIENCE	PO-350643	424.92
		PO-350944	257.30
213691	OFFICE DEPOT	PO-350627	149.22
213692	WAL MART COMMUNITY/RFCSLLC	PO-350852	220.46
213693	WELCH ALLYN INC	PO-350594	416.00
213694	ORANGE COUNTY HEALTH CARE	PO-351680	4,040.00
213695	HERTZ, JANA	PV-160514	58.08
213696	JUHL-VASSILIADIS, KATHLEEN	PV-160515	10.93
213697	LIEGLER, LAURA	PV-160516	1.75
213698	MORRIS, LINDSEY	PV-160517	25.30
213699	SIELING, TARA	PV-160518	95.45
213700	A Z BUS SALES INC	PO-350342	1,669.57
213701	ABSURD SHIRTS	PO-350931	2,376.00
213702	ACER SERVICE CORPORATION	PO-350118	162.25
213703	AKT INC	PO-350014	297.00
		PO-350015	297.00
213704	ASSETGENIE INC	PO-350554	64.00
213705	BJ BINDERY	PO-350320	200.00
213706	BLAIRS TOWING INC	PO-350836	1,000.00

Board of Trustees Warrant Listing
 ===== Fiscal Year: 2015-16 =====
 Board of Trustees Meeting.....SEPTEMBER 23, 2015

Warrant Number	Name of Payee	Reference Number	Amount
213707	CHEVROLET OF IRVINE	PO-351639	4,373.51
213708	CLARK SECURITY	PO-351237	16,022.90
213709	CLEAN ENERGY	PO-350375	9,353.74
213710	COMPLETE OFFICE OF CA	PO-350106	169.50
		PO-350108	1,092.72
		PO-350109	514.87
		PO-350110	221.97
		PO-350513	376.79
213711	DEWEYS HOME APPLIANCES	PO-351411	205.15
213712	EDGEWOOD PRESS INC	PO-350849	782.00
		PO-351403	375.80
213713	FACTORY MOTOR PARTS	PO-350379	340.74
213714	FLINN SCIENTIFIC INC	PO-350940	228.60
		PO-351302	528.75
		PO-351305	3,804.19
213715	FRICTION MATERIALS CO.	PO-350382	2,052.73
213716	HANDWRITING W/O TEARS	PO-350183	965.59
		PO-350188	1,053.36
		PO-350196	2,282.28
		PO-350215	2,062.84
213717	HOUGHTON MIFFLIN HARCOURT	PO-350030	126,534.50
213718	INTERSTATE BATTERIES	PO-350383	797.81
213719	JOHNSTONE SUPPLY	PO-350932	2,162.45
213720	KELLY PAPER COMPANY	PO-350262	2,297.78
213721	STATE BD EQUALIZATION	PV-160573	1,484.00
213722	CORVEL CORPORATION	PO-350272	187,239.64
579 Warrants			\$9,936,181.29

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

VENDOR	TITLE	BOARD APPROVAL DATE
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 6/24/15
Above All Names Construction Services, Incorporated	Bid No. 1415-13, Concrete Maintenance & Repair	10/8/2014
Accuvant	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
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
AMS.NET Inc.	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
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
Ben's Asphalt, Inc.	Bid No. 1314-03 Asphalt Paving, Seal coating and Repair	5/22/2013
Bergman Dacey Goldsmith	RFQ No. 10-0809 General Legal Services	12/15/2009
Blue Label Power, Inc	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Bowie, Arneson, Wiles, and	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. 1516-02 Audio Visual Equipment	6/24/2015
CDW Government, LLC	Bid No. 1415-12, Chromebooks	7/23/2014
CDW Government, LLC	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
CDWG	Western State Contracting Alliance (WSCA) Contract No. 7-08-70-13 Cisco Networking Communications and Maintenance	11/9/2010

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

VENDOR	TITLE	BOARD APPROVAL DATE
CDWG	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
CDWG	Desert Sands Unified School District Bud No. 13/14-003, Chromebooks	12/11/2013
Certified Transportation Services,	Bid No.1314-15 Co-Curricular Bus Service	12/11/2013
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010
Clear Source IT	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
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	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 15-04, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/22/2015
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
DecisionInsite	RFQ No. 6-1213, Demographic Consultant Services	3/27/2013
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
Dell Computer (Dell Marketing LP)	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27160 awarded to Dell Marketing L.P., California Participating addendum, Computer Equipment, peripherals, and related services.	6/27/2012
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011

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

VENDOR	TITLE	BOARD APPROVAL DATE
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008
Digital Networks Group, Inc.	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
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	8/27/2014
E. Stewart & Assoc, Inc.	Bid No. 1516-04 - Weed Abatement	6/10/2015
Edgenuity, Incorporated	RFP No. 4-1415, Online Curriculum for Virtual Schools - Grades 6-8 at Capistrano Virtual School	3/25/2015
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	8/27/2014
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
Florida Virtual School	RFP No. 4-1415, Online Curriculum for Virtual Schools - Grades 9-12 at California Preparatory Academy	3/25/2015
Frontline Technologies	RFP No. 12-1314, Absence Management System	5/14/2014
Fulkra, Inc	RFP No. 2-1415, Investigation Services	11/12/2014
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

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

VENDOR	TITLE	BOARD APPROVAL DATE
GA Dominguez	Bid No 1415-17 Movement and Reconfiguration of Relocatable Buildings	2/11/2015
Galasso's Bakery	Bid No. 1415-05, Fresh Bakery and Bread Products	6/25/2014 6/24/15
Gilbert & Stearns, Inc.	Bid No. 1314-18 Electrical Service	1/8/2014
Golden Star Technology, Inc dba GST	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
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	8/27/2014
Harris Steel Fence Co., Inc.	Bid No. 1314-20 Fence Repairs and Maintenance Districtwide	3/12/2014
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
Jostens	RFP No. 2-1314 High School Products and Senior Services	9/11/2013
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009
Knowland Construction Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
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

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

VENDOR	TITLE	BOARD APPROVAL DATE
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	8/27/2014
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Neopost	CMAS AGREEMENT NO. ADSP011-00000411-4, MAILING EQUIPMENT - Neopost Incorporated	8/12/2015
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	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. 114-15 Office & School Supplies and Equipment District Wide	5/13/2015
P&R Paper Supply Co.	Bid No. 1516-01 Paper and Plastic Products for Food and Nutrition Services	6/24/2015
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. 1516-02 Audio Visual Equipment	6/24/2015
PC & MacExchange	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Q Fence and Fabrication, Incorporated	Bid No. 1516-05 Fence Repairs and Maintenance	6/10/2015
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
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

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

VENDOR	TITLE	BOARD APPROVAL DATE
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.	Simi Valley USD RFP 10-14-14 Microsoft Products	2/11/2014
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	8/27/2014
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. 1516-02 Audio Visual Equipment	6/24/2015
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
Verizon Wireless	Western State Contracting Alliance (WSCA) WSCA 7-10-70-16, CA Participating Addendum 1907 Wireless Communications Services and Equipment	3/11/2015

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

VENDOR	TITLE	BOARD APPROVAL DATE
Vertical Transport, Inc.	Bid No. 1415-08 - Elevator Service	12/10/2014
Virco	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Ward's Media Technology	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	San Diego Unified School District Bid No. GD-13- 0006-64, Custodial and Janitorial Products	1/23/2013
West Coast Arborists, Inc.	Bid No. 1112-10 Tree Trimming Maintenance	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	8/27/2014
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
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	6/15/2010
Zonar Systems, Inc.	RFP No. 1-1415, Global Positioning System	7/23/2014

VENDOR PAYMENTS OVER 250K AS OF 9/3/15

2015-16

112173	ASCIP	1,931,576.00
118161	CAPISTRANO CONNECTIONS ACADEMY	1,875,542.00
120141	CAPISTRANO UNIFIED SCHOOL DIST	679,325.55
106764	CDWG Inc	1,855,904.38
146265	COMMUNITY ROOTS	342,350.00
122828	CORVEL ENTERPRISE COMP INC	463,568.43
014126	CUSD-MELLO ROOS	578,777.00
150706	EPIC MACHINES INC.	276,683.66
148747	ILLUMINATE EDUCATION INC.	258,591.50
150699	KYA SURFACING LLC	291,493.51
144685	LETNER ROOFING CO	760,305.04
150703	MEBA C/O	11,030,673.07
066570	ORANGE COUNTY DEPT OF EDUC	787,088.44
146264	OXFORD ACADEMY	551,667.00
151890	R. JENSEN COMPANY INC.	292,600.00
078255	SAN DIEGO GAS & ELECTRIC	1,603,320.65
150282	SILVER CREEK INDUSTRIES INC.	391,984.24
149669	SOUTH COAST ROP	1,373,090.92
122718	SOUTHERN CALIFORNIA EDISON	359,193.00
147868	US BANK	2,457,430.08
099210	XEROX CORPORATION	607,060.66

SEPTEMBER 23, 2015, BOARD MEETING
 DISTRICT STANDARDIZED
 INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

NEW AGREEMENT

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
ICA	1516102	1	Gift	Camfel Productions	Provide Character Building Assemblies for K5 Students	9/25/2015-6/30/2016	\$ 795.00
TOTAL							\$ 795.00

NEW AGREEMENT RATIFICATIONS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
MCA	1516022	1	Special Ed	Devereux League City	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/1/2015-6/30/2016	\$ 350,000.00
MCA	1516024	1	Special Ed	Devereux Victoria	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/1/2015-6/30/2016	\$ 125,000.00
MCA	1516101	1	Special Ed	Cathedral Home for Children Mae Olson Education Center	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/1/2015-6/30/2016	\$ 265,000.00
PSA	1516105	1	Special Ed	Ardor Health Solutions	Provide Speech Language Pathology Services	8/1/2015-6/30/2016	\$ 70,000.00
ICA	1516106	1	General Fund	One World Rhythm	Provide Interactive Music Assemblies for Pre K through 6th Grade Students	9/26/2015 6/30/2016	\$ 473.00
TOTAL							\$ 810,473.00

EXTENSION RATIFICATIONS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
ICA	1314070	3	Parent	Jostens	Provide High School Products and Senior Services	9/12/2015-9/11/2016	\$ 15,000.00
ICA	1314141	3	Transportation	Hot Dogger Tours, Incorporated dba Gold Coast Tours	Charter Buses to Transport Students	7/1/2015-6/30/2016	\$ 10,000.00
FSA	1516107	3	General Fund	West Coast Environmental	Provide Labor and Materials to Perform Proper and Safe Remediation/Abatement and Repairs of Biohazard Materials as needed Districtwide	7/1/2015-6/30/2016	\$ 20,000.00
FSA	1516108	3	General Fund	The Alarm and Sprinkler Company, Incorporated	Fire Alarm Inspections, Repairs, and Certifications	7/1/2015-6/30/2016	\$ 40,000.00
FSA	1516109	3	General Fund	Maier International, Incorporated	Provide Emergency Water Damage Restoration, Mold, Asbestos, and Lead Abatement	7/1/2015-6/30/2016	\$ 40,000.00
TOTAL							\$ 125,000.00

EXHIBIT 16
Page 1 of 2

SEPTEMBER 23, 2015, BOARD MEETING

DISTRICT STANDARDIZED

INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

AMENDMENT RATIFICATIONS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
Misc.	C1011064	2	General Fund	Stutz, Artiano, Shinoff & Holtz APC	Provide Legal Services Districtwide	Increase Contract Amount from \$250,000 to \$350,000	\$ 100,000.00
FSA	1516098	3	M&O	Animal Pest Management Service, Incorporated	Pest Control Services Districtwide	Increase Contract Amount from \$40,000 to \$60,000	\$ 20,000.00
MCA	1516015	3	Special Ed	Maxim Healthcare Services, Incorporated	Nursing Services	Increase Contract Amount from \$30,000 to \$60,000	\$ 30,000.00
TOTAL							\$ 150,000.00

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MC- Master Contract

CUSD WIG 1: Teaching and Learning Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

CUSD WIG 3: Facilities Optimize facilities and learning environments for all students.

*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 September 24, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**District**") and the contractor listed below ("**Contractor**"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

CAMFEL PRODUCTIONS

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, specifically character building assemblies for CUSD students, as further described in Exhibit A; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the special services required by 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 according to the rates specified on the Rate Sheet of Exhibit "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and is estimated to be \$795.00 in aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for the period commencing September 25, 2015, and ending June 30, 2016, 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: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date: September 23, 2015

CONTRACTOR

Signature _____
 Name: _____
 Title: _____
 Address _____

 Email Address: _____
 FEIN _____



EXHIBIT A
CAMFEL PRODUCTIONS
creating a better school assembly experience



2015-16 Rate Sheet and Sponsor Guide

Basic Half Day – am/pm = **\$795.00** except October

October Basic Half Day – am/pm = \$895.00

Single or double showing for the same cost? It's true! Simply start your second showing of the program prior to 10:00am and the second viewing is free. In the afternoon your first show may start no earlier than 1:00pm but if you run it twice the second showing is free. Need a third showing? – AM or PM add \$100

Daily Rates – Up to two schools per day with up to two shows per school. – except October

1 DAY	(2 schools)	\$ 1,190.00 = \$595.00/school
2 DAYS	(4 schools)	\$ 2,200.00 = \$550.00/school
3 DAYS	(6 schools)	\$ 3,150.00 = \$525.00/school
4 DAYS	(8 schools)	\$ 4,000.00 = \$500.00/school

Premium Package per show additional **\$195** - Turn your assembly experience into a two-week (or more) CHARACTER EVENT! Includes: 30 Lesson Workbook, Two 18"x24" Posters, 2'x5' Banner, Buttons (100 pcs.), Bookmarks (100 pcs.)



Michael Ziegler
 Camfel Productions
 15709 Arrow Highway, #2
 Irwindale, CA 91706

8-19-15

626-960-6922

626-960-2185 fax

Michael@camfel.com



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of September 24, 2015 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 LEAGUE CITY

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, 2015 through June 30, 2016.

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 including the attached addendum, 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"

"CONTRACTOR"

By: _____

By: _____

Name: Lynh N. Rust

Name: _____

Title: Executive Director, Contracts & Purchasing

Title: _____

Board Approval Date: September 23, 2015

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Devereux League City **CONTRACTOR NUMBER** 77-76422- 2015-2016
6131056
(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>	\$123.32	Daily/Long Term
	\$129.02	Daily/Young Adult
	\$129.02	Daily/Evaluation Program

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	\$110.00	Per hour
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech – Consultation Rate	_____	_____
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	_____	_____
b. Occupational Therapy – Group of 2	_____	_____
(8) Physical Therapy	_____	_____
(9) a. Behavior Intervention	_____	_____
(10) Nursing Services	_____	_____
(12) Residential Board and Care	_____	_____
(13) Residential Mental Health Services and Residential Mental Health Services	\$349.57	Daily/LT
	\$397.25	Daily/YA
	\$397.25	Daily Eval.

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

Addendum

To the NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT
Contract Year 2015/2016

Section 15 - Insurance:

- Items B. and C. – Auto and Worker’s Compensation Insurance shall be maintained under the laws of the state in which services are performed.
- Item E. – Our insurer’s cannot include a ten (10) day non-renewal notice provision as requested. Devereux will endeavor to provide thirty (30) day written notice.
- Item G. – Devereux’s insurance coverage will be primary but only with respect to our negligent acts or omissions in the performance of the contract.

Section 22 – General Program of Instruction:

Chapter 28 of the Texas Education Code requires Texas Schools to use the Texas Essential Knowledge and Skills (TEKS) as their curriculum because the State of Texas Assessments of Academic Readiness (STAAR) tests are based entirely on those TEKS. Knowing this and knowing that many of our students come from states that adopted the Common Core State Standards (CCSS), we at Devereux are committed to adopting textbooks that are aligned with the CCSS and we will take full advantage of all available online resources to prepare students for your State’s test.

Section 25 – Calendars:

Contractor operates a year round school with 250 billable attendance days for Fiscal Year 2015-16 based on the Contractor’s attached official School Calendar.

Section 36 – Student Progress Reports/Report Cards and Assessments:

Progress reports relating to goals and objectives in a pupil’s IEP and other data required for review shall be sent by Contractor to District/LEA and parents every ninety (90) days from student’s date of admission. Upon request, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review by Districts’ IEP team or when a pupil’s enrollment is terminated.

Contractor will not charge the District/LEA or student’s parent(s) for the provision of progress reports, report cards, and/or any interviews or meetings, however, Psychological and Educational Evaluations are not performed by Devereux staff and reimbursement of this assessment is required. Please refer to the attached Service Fee Description. Psychological and Educational Evaluations are scheduled at the request of the District/LEA and as required for the triennial IEP.

Section 45 – Personnel, Clearance Requirements:

Pre-employment criminal history background, fingerprint clearances, and subsequent notice services are obtained through the appropriate agencies of the state in which services are performed. A complete staff list with clearance dates including tuberculosis screening is submitted to the California Department of Education on a monthly basis.

Section 62, Exhibit A – Rate Schedule:

A Service Fee Description is attached to include all rates and programs offered by the Contractor.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of September 24, 2015 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 VICTORIA

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, 2015 through June 30, 2016.

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 including the attached addendum, 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"

"CONTRACTOR"

By: _____

By: _____

Name: Lynh N. Rust

Name: _____

Title: Executive Director, Contracts & Purchasing

Title: _____

Board Approval Date: September 23, 2015

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Devereux Victoria **CONTRACTOR NUMBER** 77-76422-2015-2016
6131031
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 3 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>	\$139.29	Daily
Basic Education Program/Dual Enrollment	\$101.27	Daily young adult

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)	\$ 20.00	Per hour
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	_____	_____
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	_____	_____
(10) Nursing Services	_____	_____
(12) Residential Board and Care	_____	_____
(13) Residential Mental Health Services	\$246.65	Daily children
	\$259.61	Daily young adult

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

**By credentialed Special Education Teacher.

Addendum
To the NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT
Contract Year 2015/2016

Section 15 - Insurance:

- Items B. and C. – Auto and Worker’s Compensation Insurance shall be maintained under the laws of the state in which services are performed.
- Item E. – Our insurer’s cannot include a ten (10) day non-renewal notice provision as requested. Devereux will endeavor to provide thirty (30) day written notice.
- Item G. – Devereux’s insurance coverage will be primary but only with respect to our negligent acts or omissions in the performance of the contract.

Section 22 – General Program of Instruction:

Chapter 28 of the Texas Education Code requires Texas Schools to use the Texas Essential Knowledge and Skills (TEKS) as their curriculum because the State of Texas Assessments of Academic Readiness (STAAR) tests are based entirely on those TEKS. Knowing this and knowing that many of our students come from states that adopted the Common Core State Standards (CCSS), we at Devereux are committed to adopting textbooks that are aligned with the CCSS and we will take full advantage of all available online resources to prepare students for your State’s test.

Section 25 – Calendars:

Contractor operates a year round school with 250 billable attendance days for Fiscal Year 2015-16 based on the Contractor’s attached official School Calendar.

Section 36 – Student Progress Reports/Report Cards and Assessments:

Progress reports relating to goals and objectives in a pupil’s IEP and other data required for review shall be sent by Contractor to District/LEA and parents every ninety (90) days from student’s date of admission. Upon request, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review by Districts’ IEP team or when a pupil’s enrollment is terminated.

Contractor will not charge the District/LEA or student’s parent(s) for the provision of progress reports, report cards, and/or any interviews or meetings, however, Psychological and Educational Evaluations are not performed by Devereux staff and reimbursement of this assessment is required. Please refer to the attached Service Fee Description. Psychological and Educational Evaluations are scheduled at the request of the District/LEA and as required for the triennial IEP.

Section 45 – Personnel, Clearance Requirements:

Pre-employment criminal history background, fingerprint clearances, and subsequent notice services are obtained through the appropriate agencies of the state in which services are performed. A complete staff list with clearance dates including tuberculosis screening is submitted to the California Department of Education on a monthly basis.

Section 62, Exhibit A – Rate Schedule:

A Service Fee Description is attached to include all rates and programs offered by the Contractor.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of September 24, 2015 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

CATHEDRAL HOME FOR CHILDREN MAE OLSON EDUCATION CENTER

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, 2015 through June 30, 2016.

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"

"CONTRACTOR"

By: _____
Name: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: September 23, 2015

By: _____
Name: _____
Title: _____
Email address _____
FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Cathedral Home for Children **CONTRACTOR** 77-76422- **2015-2016**
Mae Olson Education Center **NUMBER** 6130975
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 4 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>\$169.64</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>\$257.00</u>	<u>Per day</u>
(13) Residential Mental Health Services	<u>\$184.88</u>	<u>Per day</u>

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

**By credentialed Special Education Teacher.



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of September 24, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**District**") and the consultant listed below ("**Consultant**"). District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

ARDOR HEALTH SOLUTIONS

WHEREAS, District is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice, specifically speech language assessment services, as further described in **Exhibit A**, 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 according to the rates specified on the Rate Sheet of Exhibit A. The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and is estimated to be \$70,000.00 in aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for the period commencing August 1, 2015, and ending June 30, 2016 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: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: September 23, 2015

CONSULTANT

Signature: _____
Name: _____
Title: _____
Address: _____

Email Address: _____
FEIN _____

Exhibit A
Fee Schedule

Ardor Health Solutions
5830 Coral Ridge Dr., Suite 120
Coral Springs, FL 33076

Speech Language Pathologist - \$74.00 per hour

By: _____ Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of September 24, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**District**") and the contractor listed below ("**Contractor**"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

ONE WORLD RHYTHM

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, specifically interactive music assemblies as further described in Exhibit A; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the special services required by 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, according to the rates specified on the Rate Sheet of Exhibit "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and is estimated to be \$473.00 in aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for the period commencing September 26, 2015, and ending June 30, 2016, 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: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: September 23, 2015

CONTRACTOR

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN _____

EXHIBIT A
FEE SCHEDULE

One World Rhythm
Pete Ellison
ADDRESS
(866) 794-1875
(818) 332-0679 <fax>
events@oneworldrhythm.com

Description of Services

One World Rhythm provides interactive music assemblies for pre-k through 6 grade elementary schools. Students and faculty are all given percussion instruments and guided through a series of group music making activities. Each One World Rhythm assembly is crafted for the appropriate age and skill-set.

Rate of Pay & Expenses

Assembly rates are based on quantity of assemblies being provided and the amount of students being serviced. Rates begin at \$450 per assembly. There are multiple discounts available that may apply. Please contact our office for further details.

Signature Peter A. Ellison Date 08/26/2015

Typed or Printed Name Peter A. Ellison

**EXTENSION NO. 2 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA 1314070**

WITH

JOSTENS

On September 11, 2013, the Independent Contractor Agreement ICA 1314070 with Capistrano Unified School District and Jostens, called for an original contract period of September 12, 2013 through September 11, 2014. On August 24, 2014, ICA 1314070 was extended a period of September 11, 2014, through September 10, 2015.

The contract with Capistrano Unified School District and Jostens shall be extended an additional twelve (12) months, covering the period September 12, 2015 through September 11, 2016, at the rates shown in Exhibit A to this Extension No. 2 is estimated to be \$15,000.

Except as set forth in this Extension No. 2 Agreement, and Board approved on September 11, 2013 and August 24, 2014, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Jostens

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print name

Print Name

Executive Director, Contracts & Purchasing
Title

Title

Date: September 23, 2015

Date: _____

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA 1314070**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

JOSTENS

The Independent Contractor Agreement ICA 1314070 with Capistrano Unified School District and Jostens, called for an original contract period of September 12, 2013 through September 11, 2014.

The contract with Capistrano Unified School District and Jostens shall be extended an additional twelve (12) months, covering the period September 12, 2014 through September 11, 2015, at the prices shown in Exhibit A to this Extension, not to exceed \$15,000 annually.

Except as set forth in this Extension Agreement, and Board approved on September 11, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Jostens

By: 
Signature

By: 
Signature

Clark Hampton _____
Print name

John P. Nicholson _____
Print Name

Deputy Superintendent, Business &
Support Services _____
Title

Rep _____
Title

Date: 3.15.15

Date: 8/23/14



EXHIBIT A

July 23, 2013

TO: Capistrano Unified School District

FROM: Jack Nicholson, Jostens

SUBJECT: RFP No. 2-1314

EXECUTIVE SUMMARY:

Thank you for allowing Jostens and Jack Nicholson to bid on Senior Products and Services. As the nation's oldest and largest provider of Scholastic products we are uniquely qualified to provide the best overall program for your district. We have already provided these products and services in your district for many years and have earned a high level of satisfaction from your students, parents and advisors. This established track record will go a long way in providing a seamless relationship based on our knowledge of your needs and expectations. Our additional commitment to providing added-value in the form of Educator Services, Student Leadership programs, etc. makes Jostens a recognized leader in Educational Support and a valuable partner in helping your schools achieve their missions.

NARRATIVE:

Experience / References: Please refer to the enclosed list of some of the current customers being serviced by Jack Nicholson, many of which are Capistrano Unified District Schools. All references have been serviced for a minimum of 5 years for all products being considered in this bid.

Scope of Service: Jostens will handle all phases of design and manufacture, promotion & order-taking and delivery & follow-up service. Our team will work with individual sites to create the process and schedule that works best for each school. Note again that our past experience with your schools enables us to anticipate the desired program at each school. Any changes that a school may wish to make going forward are no problem.

Our program includes but is not limited to:

- Pre-meetings with class committee for product design.
- On-site meetings with students before the order day to explain how to order.
- Parent Nights and/or Saturday morning order sessions
- Complete packets of ordering materials
- Direct mail, e-mail, text and Twitter notifications (with your permission).
- As many make-up days as needed.
- Plenty of order-taker staff on hand on each order date and delivery days.
- Full refund for any product not needed due to non-graduation or financial hardship
- Finest warranty in the industry on all products.
- The BEST Web-ordering system in the industry – providing convenience and transparency to parents in selecting our products.

Additional Data: Please refer to the enclosed list of Jostens Educator Services.

This is only a partial list of the many programs and services we provide at no cost to our customers. In addition to these programs, we also make available, at no cost, the services of Mr. Richard Parkhouse, our western area director of Educational Services.

Mr. Parkhouse is currently working closely with some of your schools in the area of Student leadership. His recent publication, *Building the World's Greatest High School*, is currently being used as a resource at some of your schools.

Pricing: Please refer to our enclosed price sheets for each product, along with your most recent request-for-pricing on specific items.

OF SPECIAL NOTE: In consideration for being awarded the entire district, I have negotiated with Jostens' factory an ESPECIALLY low price on Diplomas and Diploma covers.

I have also gained approval to charge our customary low end price for our high end Cap & Gown allowing your students to have the high end gown for the low end price of \$15.95

ALSO TAKE INTO ACCOUNT: An important consideration when evaluating our Cap & Gown against other companies is the following FACT:

Approximately 20% to 25% of your graduating seniors re-use the Cap & Gown of an older sibling (Verifiable by our unit sales records which you may request).

This means that by continuing to use Jostens Gowns a substantial percentage of your seniors will have a FREE cap & gown as opposed to having to purchase a gown from a competitor that has a different sheen or texture from that used by their older sibling.

This is A HUGE SAVINGS and convenience for you seniors and their parents
Saving 20 to 25% of your seniors the cost of a cap & gown is a BIG DEAL

Errors or omissions to this bid: We have attempted to respond completely to all requests contained in this bid. If there are missing items, or forms and documents that need additional clarification, or if there are any government regulations that must be completed prior to awarding the bid, be assured that we will respond immediately and provide any needed items in advance of actual work to be done.

Thank you for your consideration. We hope to have the privilege of working with Capistrano Unified District in the coming year.

Sincerely,

John P. Nicholson

PRICE SHEET

RFP 2-1314

HIGH SCHOOL PRPDUCTS AND SENIOR SERVICES

The District will not consider any incentives. The desire is to pass any savings to the students by providing the lowest possible prices

ITEM	BID PRICE
Mid-Quality – Cap, Gown, Tassel, Medallion Package	\$19.95
Cords	\$5.00
Stole	\$6.00
Embroidery	\$4.90
Valedictorian Medal - (the style currently used in district schools)	\$6.40
Mid Quality – Valedictorian Gown	15.95 (Includes Cap and Tassel)
Basic Ring	\$69.95 – Girls; \$79.95 - Boys
Basic Championship Ring	\$98.99 – Girls; \$111.99 - Boys
Diploma Inserts	\$0.32 each
Diploma Covers (Padded, foil Stamped, Corner ribbon with liner	\$2.68 each
Graduation Announcements	\$0.98 – Two-Fold; \$1.12 – Three fold

Quote a delivered cost for each item listed above.

Each school will receive the following at no charge:

- Staff Gowns – Up to 125
- Student Gowns – Up to 50
- Teacher of the Year ring – 1 each
- Student of the Year ring – 1 each

Provide a sample of each item listed. The District reserves the right to keep the samples of the winning vendor to compare quality.

Return this price sheet along with samples of each product on or before July 26, 2013 to:

Capistrano Unified School District
 Terry Fluent, Director, Purchasing
 33122 Valle Rd.
 San Juan Capistrano, CA 92675

**JOSTENS GRAD PRODUCTS PRICING
SCHOOL YEAR 2013 - 14**

ITEM	QUANTITY	PRICE
GRAD ANNOUNCEMENT 2-FOLD	1	\$0.92
GRAD ANNOUNCEMENT 3-FOLD	1	\$1.12
NAME CARDS - STANDARD	25	\$16.00
NAME CARDS - FOIL BORDER	25	\$20.00
ANNOUNCEMENT INSERTS	30	\$9.90
RETURN ADDRESS LABELS	30	\$6.25
ENVELOPE SEALS	25	\$12.25
PICTURE STICKERS	60	\$7.15
PARTY INVITATIONS	10	\$6.25
OPEN HOUSE INVITES	10	\$6.25
THANK YOU NOTES	25	\$13.25
PERSONALIZED THANK YOU'S	50	\$26.25
SENIOR TEE SHIRTS	1	\$18.50
LONG SLEEVE-TEE SHIRT	1	\$19.95
PULLOVER HOODIE	1	\$40.00
SWEAT PANTS	1	\$28.95
SHORTS	1	\$19.95
SENIOR BAG	1	\$12.95
SPINNER KEY RING	1	\$9.99
SENIOR JEWELRY	1	\$26.00
STATUS TASSEL	1	\$15.00
STACKED TASSEL	1	\$15.00
MASCOT TASSEL	1	\$15.00
SOUVENIR TASSEL	1	\$8.00
PARENT APPRECIATION PLAQUE	1	\$27.95
PHOTO ANNOUNCEMENT COVER	1	\$14.95
DIPLOMA PLAQUE	1	\$30.99
SENIOR MEMORY BOOK	1	\$22.95
SENIOR TANKARD	1	\$28.00
SHIPPING & HANDLING:		\$9.55

Tools

- Pride Factor Assessment
- First Year High
- Grad Central
- After School Explorer
- Logo Design
- School Crest Design
- Business Cards
- School Logo Stationary
- National Renaissance Conference
- State Renaissance Conference
- Renaissance Student
- Leadership Curriculum
- Renaissance Newsletter
- Princeton Review
- SAT & ACT Practice Tests
- Testing Strategies Workshops
- Activities Director Workshops

Initiatives

- C2G-Commitment to Graduate
- Renaissance
- Core Value Development
- Campus Wide RHLs
- Most Inspirational Teachers
- Most Inspirational Students
- Pride Factor Implementation
- Renaissance Grants/Scholarships
- Performance Incentives
- Faculty Regalia
- College Steps Scholarships
- Platinum Card Program
- Assemblies With Purpose
- Broad & Deep Leadership
- Meaningful Mission Statements
- Pause Before You Post
- Leadership In the Movies 5 & 6

Professional Services

- School-wide Core Value Development
- Pride Factor Assessment
- Renaissance in-service
- Leadership Camps/Retreats
- Student leadership training
- Advisors Workshops
- Building A Community Of Leaders
- Staff Moral In-service
- Connectedness Interventions
- Academic Recognition Incentives workshop
- Sportsmanship Conferences
- Student /Staff Performance
- Safe Haven Workshops
- Rapid Response Team Training

jostens

EDUCATOR SERVICES - CHANGING LIVES AND IMPACTING FUTURES

EXHIBIT A

July 23, 2013

TO: Capistrano Unified School District

FROM: Jack Nicholson, Jostens

SUBJECT: RFP No. 2-1314

EXECUTIVE SUMMARY:

Thank you for allowing Jostens and Jack Nicholson to bid on Senior Products and Services. As the nation's oldest and largest provider of Scholastic products we are uniquely qualified to provide the best overall program for your district. We have already provided these products and services in your district for many years and have earned a high level of satisfaction from your students, parents and advisors. This established track record will go a long way in providing a seamless relationship based on our knowledge of your needs and expectations. Our additional commitment to providing added-value in the form of Educator Services, Student Leadership programs, etc. makes Jostens a recognized leader in Educational Support and a valuable partner in helping your schools achieve their missions.

NARRATIVE:

Experience / References: Please refer to the enclosed list of some of the current customers being serviced by Jack Nicholson, many of which are Capistrano Unified District Schools. All references have been serviced for a minimum of 5 years for all products being considered in this bid.

Scope of Service: Jostens will handle all phases of design and manufacture, promotion & order-taking and delivery & follow-up service. Our team will work with individual sites to create the process and schedule that works best for each school. Note again that our past experience with your schools enables us to anticipate the desired program at each school. Any changes that a school may wish to make going forward are no problem.

Our program includes but is not limited to:

- Pre-meetings with class committee for product design.
- On-site meetings with students before the order day to explain how to order.
- Parent Nights and/or Saturday morning order sessions
- Complete packets of ordering materials
- Direct mail, e-mail, text and Twitter notifications (with your permission).
- As many make-up days as needed.
- Plenty of order-taker staff on hand on each order date and delivery days.
- Full refund for any product not needed due to non-graduation or financial hardship
- Finest warranty in the industry on all products.
- The BEST Web-ordering system in the industry – providing convenience and transparency to parents in selecting our products.

Additional Data: Please refer to the enclosed list of Jostens Educator Services. This is only a partial list of the many programs and services we provide at no cost to our customers. In addition to these programs, we also make available, at no cost, the services of Mr. Richard Parkhouse, our western area director of Educational Services. Mr. Parkhouse is currently working closely with some of your schools in the area of Student leadership. His recent publication, *Building the World's Greatest High School*, is currently being used as a resource at some of your schools.

Pricing: Please refer to our enclosed price sheets for each product, along with your most recent request-for-pricing on specific items.

OF SPECIAL NOTE. In consideration for being awarded the entire district, I have negotiated with Jostens' factory an ESPECIALLY low price on Diplomas and Diploma covers.

I have also gained approval to charge our customary low end price for our high end Cap & Gown. allowing your students to have the high end gown for the low end price of \$15.95

ALSO TAKE INTO ACCOUNT: An important consideration when evaluating our Cap & Gown against other companies is the following FACT: Approximately 20% to 25% of your graduating seniors re-use the Cap & Gown of an older sibling. (Verifiable by our unit sales records which you may request). This means that by continuing to use Jostens Gowns a substantial percentage of your seniors will have a FREE cap & gown, as opposed to having to purchase a gown from a competitor that has a different sheen or texture from that used by their older sibling. This is A HUGE SAVINGS and convenience for you seniors and their parents Saving 20 to 25% of your seniors the cost of a cap & gown is a BIG DEAL

Errors or omissions to this bid: We have attempted to respond completely to all requests contained in this bid. If there are missing items, or forms and documents that need additional clarification, or if there are any government regulations that must be completed prior to awarding the bid, be assured that we will respond immediately and provide any needed items in advance of actual work to be done.

Thank you for your consideration. We hope to have the privilege of working with Capistrano Unified District in the coming year.

Sincerely,

John P. Nicholson

PRICE SHEET

RFP 2-1314

HIGH SCHOOL PRODUCTS AND SENIOR SERVICES

The District will not consider any incentives. The desire is to pass any savings to the students by providing the lowest possible prices

ITEM	BID PRICE
Mid-Quality – Cap, Gown, Tassel, Medallion Package	\$19.95
Cords	\$5.00
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Valedictorian Medal - (the style currently used in district schools)	\$6.40
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Basic Ring	\$69.95 – Girls; \$79.95 - Boys
Basic Championship Ring	\$98.99 – Girls; \$111.99 - Boys
Diploma Inserts	\$0.32 each
Diploma Covers (Padded, foil Stamped, Corner ribbon with liner)	\$2.68 each
Graduation Announcements	\$0.98 – Two-Fold; \$1.12 – Three fold

Quote a delivered cost for each item listed above.

Each school will receive the following at no charge:

- Staff Gowns – Up to 125
- Student Gowns – Up to 50
- Teacher of the Year ring – 1 each
- Student of the Year ring – 1 each

Provide a sample of each item listed. The District reserves the right to keep the samples of the winning vendor to compare quality.

Return this price sheet along with samples of each product on or before July 26, 2013 to:

Capistrano Unified School District
 Terry Fluent, Director, Purchasing
 33122 Valle Rd.
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**JOSTENS GRAD PRODUCTS PRICING
SCHOOL YEAR 2013 - 14**

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NAME CARDS - FOIL BORDER	25	\$20.00
ANNOUNCEMENT INSERTS	30	\$9.90
RETURN ADDRESS LABELS	30	\$6.25
ENVELOPE SEALS	25	\$12.25
PICTURE STICKERS	60	\$7.15
PARTY INVITATIONS	10	\$6.25
OPEN HOUSE INVITES	10	\$6.25
THANK YOU NOTES	25	\$13.25
PERSONALIZED THANK YOU'S	50	\$26.25
SENIOR TEE SHIRTS	1	\$18.50
LONG SLEEVE TEE SHIRT	1	\$19.95
PULLOVER HOODIE	1	\$40.00
SWEAT PANTS	1	\$28.95
SHORTS	1	\$19.95
SENIOR BAG	1	\$12.95
SPINNER KEY RING	1	\$9.99
SENIOR JEWELRY	1	\$26.00
STATUS TASSEL	1	\$15.00
STACKED TASSEL	1	\$15.00
MASCOT TASSEL	1	\$15.00
SOUVENIR TASSEL	1	\$8.00
PARENT APPRECIATION PLAQUE	1	\$27.95
PHOTO ANNOUNCEMENT COVER	1	\$14.95
DIPLOMA PLAQUE	1	\$30.99
SENIOR MEMORY BOOK	1	\$22.95
SENIOR TANKARD	1	\$28.00
SHIPPING & HANDLING:		\$9.95

Tools

- Pride Factor Assessment
- First Year High
- Grad Central
- After School Explorer
- Logo Design
- School Crest Design
- Business Cards
- School Logo Stationary
- National Renaissance Conference
- State Renaissance Conference
- Renaissance Student
- Leadership Curriculum
- Renaissance Newsletter
- Princeton Review
- SAT & ACT Practice Tests
- Testing Strategies Workshops
- Activities Director Workshops

Initiatives

- C2G-Commitment to Graduate
- Renaissance
- Core Value Development
- Campus Wide RHLs
- Most Inspirational Teachers
- Most Inspirational Students
- Pride Factor Implementation
- Renaissance Grants/ Scholarships
- Performance Incentives
- Faculty Regalia
- College Steps Scholarships
- Platinum Card Program
- Assemblies With Purpose
- Broad & Deep Leadership
- Meaningful Mission Statements
- Pause Before You Post
- Leadership In the Movies 5 & 6

Professional Services

- School-wide Core Value Development
- Pride Factor Assessment
- Renaissance in-service
- Leadership Camps/ Retreats
- Student leadership training
- Advisors Workshops
- Building A Community Of Leaders
- Staff Moral In-service
- Connectedness Interventions
- Academic Recognition Incentives workshop
- Sportsmanship Conferences
- Student /Staff Performance
- Safe Haven Workshops
- Rapid Response Team Training

jostens

EDUCATOR SERVICES - CHANGING LIVES AND IMPACTING FUTURES

**EXTENSION NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. 1314141**

WITH

HOT DOGGER TOURS, INCORPORATED DBA GOLD COAST TOURS

On January 8, 2014, the Independent Contractor Agreement ICA 1314141 with Capistrano Unified School District and Hot Dogger Tours, Incorporated dba Gold Coast tours for an original contract period of December 4, 2013, through December 3, 2014. On October 4, 2014, ICA 1314141 was extended for a period of December 3, 2014, through June 30, 2015. ICA 1314141 shall be extended an additional twelve (12) months, covering the period July 1, 2015, through June 30, 2016, at the rates shown in Exhibit A to this Extension No. 2 Agreement, is estimated to be \$10,000.

Except as set forth in this Extension No. 2 Agreement, and Board approved on January 8, 2014 and October 4, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

**HOT DOGGER TOURS,
INCORPORATED DBA GOLD COAST
TOURS**

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: September 23, 2015 Date: _____

EXHIBIT A



**FEE SCHEDULE
PERIOD 7/1/15 to 6/30/16**

COMPANY NAME: Hot Dogger Tours, Inc. dba Gold Coast Tours

REP NAME: Jerry Justice

E-MAIL ADDRESS: jjjustice@goldcoasttours.com

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED: We will be providing SPAB coaches for Capistrano Unified School District.

HOURLY RATE:

Description or Classification	Dollar (\$) Amount
47 PAX – ONE WAY TSF	\$425.00
56 PAX – ONE WAY TSF	\$450.00
47 PAX – 5 HR MINIMUM	\$600.00
56 PAX – 5 HR MINIMUM	\$625.00
47 PAX – DAY RATE (10 HR)	\$950.00
56 PAX – DAY RATE (10 HR)	\$995.00
47 PAX – OT PER HOUR	\$95.00
56 PAX – OT PER HOUR	\$100.00
47 PAX – MOUNTAIN TRANSFER	\$885.00
56 PAX – MOUNTAIN TRANSFER	\$900.00

PARTS PERCENTAGE MARK-UP: Above rates are subject to 1% PUC tax. A fuel surcharge will be imposed if the cost of the diesel fuel delivered to our yard exceeds \$4.00 per gallon at time of booking. Fuel surcharge scale as follows: \$4.01 - \$4.20 -1% / \$4.21 - \$4.40-2% / \$4.41 - \$4.60 – 3% / \$4.61 - \$4.80 – 4%. Fuel surcharge will rise 1% for every additional .20 cents above \$4.81.

ANY ADDITIONAL CHARGES: Capistrano USD is responsible for all additional fee incurred during charter move including parking fees, tolls etc.



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").

Hot Dogger Tours, Incorporated dba Gold Coast Tours

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$10,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment

Term of Agreement The term of this base Agreement is for one year commencing 12/4/2013 to 12/3/2014, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: [Signature]
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: 1/9/2014

Signature: [Signature]
Name: Mark Wilkerson
Title: Vice President
Address: 105 Gemini Ave
Brea, CA 92821
Email Address: mark@goldcoasttours.com
FEIN/SSN:



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

COMPANY NAME: Hot Dogger Tours, Inc. dba Gold Coast Tours

REP NAME: Isela Herrera

E-MAIL ADDRESS: Isela.Herrera@goldcoasttours.com

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED: We provide charter coach services to various customers, including school districts, throughout the country and for the groups arriving from out of the country.

HOURLY RATE:

Description or Classification	Dollar (\$) Amount
47 PAX one way transfer (3 hour max)	\$ 400.00 *
56 PAX one way transfer (3 hour max)	\$ 425.00 *
47 PAX 5 hour minimum	\$ 500.00
56 PAX 5 hour minimum	\$ 550.00
47 PAX Day Rate (10 hour)	\$ 875.00
56 PAX Day Rate (10 hour)	\$ 900.00
47 PAX Overtime per hour	\$ 85.00
56 PAX Overtime per hour	\$ 90.00
47 PAX Mountain transfer (4 hour max)	\$ 775.00
56 PAX Mountain transfer (4 hour max)	\$ 825.00

PARTS PERCENTAGE MARK-UP:

Above rates subject to and do not include 1% PUC tax & fuel surcharge ranging between 0% - 20% depending on actual fuel prices at time of booking.

ANY ADDITIONAL CHARGES:

*one way local LA/OC transfer rate. If one way transfers exceed 3 hours or 100 miles total, trip will automatically convert to 5 hour minimum rate.

Additional airport fee if applicable.

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1314141**

WITH

HOT DOGGER TOURS, INCORPORATED dba GOLD COAST TOURS

The Independent Contractor Agreement ICA 1314141 with Capistrano Unified School District and Hot Dogger Tours, Incorporated dba Gold Coast Tours called for an original contract period of December 4, 2013, through December 3, 2014.

The contract with Capistrano Unified School District and Hot Dogger Tours, Incorporated dba Gold Coast Tours shall be extended an additional seven (7) months, covering the period December 3, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$10,000.

Except as set forth in this Extension Agreement, and Board approved on January 9, 2014, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: Terry Fluent
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: 10/10/14

CONTRACTOR

**Hot Dogger Tours, Incorporated dba
Gold Coast Tours**

By: Mark Wilkerson
Signature

Mark Wilkerson
Print Name

Vice President
Title

Date: 10/10/2014

Exhibit A



FEE SCHEDULE
PERIOD 7/1/14 to 6/30/15

COMPANY NAME: Hot Dogger Tours, Inc. dba Gold Coast Tours

REP NAME: Iseia Herrera

E-MAIL ADDRESS: Iseia.Herrera@goldcoasttours.com

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:

We provide charter coach services to various customers, including school district, throughout the country and for the groups arriving from out of the country.

HOURLY RATE:

Description or Classification	Dollar (\$) Amount
47 PAX one way transfer (3 hr max)	\$400.00*
56 PAX one way transfer (3 hr max)	\$425.00*
47 PAX 5 hour minimum	\$575.00
56 PAX 5 hour minimum	\$600.00
47 PAX Day Rate (10 hour)	\$950.00
56 PAX Day Rate (10 hour)	\$995.00
47 PAX Overtime Per Hour	\$90.00
56 PAX Overtime Per Hour	\$95.00
47 PAX Mountain Transfer (4 hour max)	\$875.00
56 PAX Mountain Transfer (4 hour max)	\$900.00

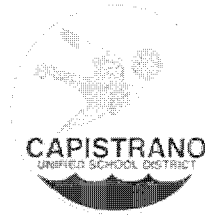
PARTS PERCENTAGE MARK-UP:

Above rates subject to and do not include 1% PUC tax & fuel surcharge ranging between 0% - 20% depending on actual fuel prices at time of booking.

ANY ADDITIONAL CHARGES:

*one way local LA/ OC transfer rate. If one way transfers exceed 13 hours or 100 miles total, the trip will automatically convert to a 5 hour minimum rate.

Additional airport fee if applicable.



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 24 day of September, by and between West Coast Environmental, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount estimated to be \$ 20,000 the following:
Provide labor and materials to perform proper and safe remediation/abatement and repairs
of biohazard materials as needed Districtwide
As described in the attached Exhibit A.
2. The term of the Contract shall begin on July 1, 2015 and end June 30, 2016.
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.

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
- DIR Registrations No. _____
- Compliance with Safety Regulations
- 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. Rust
Print Name

Print Name

Executive Director, Contracts & Purchasing
Title

Title

Board Approval Date: Sept. 23, 2015

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

EXHIBIT A



FEE SCHEDULE
 PERIOD July 1, 2015 to June 30, 2016

COMPANY NAME: West Coast Environmental, LLC

REP NAME: Jeff Creamer

E-MAIL ADDRESS: amcabatement@service@hotmail.com

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:
Asbestos, Lead & Mold Abatement Demo and Reconstruction

HOURLY RATE:

Description or Classification	Dollar (\$) Amount
Per Technician	\$ 85.00 per hr
Hepa Vacuuming	\$ 75.00 per hr
Air Scrubbers	\$ 80.00 per hr
Personnel Protective Equipment	\$ 8.50 per Tech
Containment Set up	\$ 5.00 per sf
Disposal of Waste May Vary on waste amount	
Notification Fees, May Vary Per Project	

PARTS PERCENTAGE MARK-UP:

ANY ADDITIONAL CHARGES:



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 24 day of September, by and between The Alarm and Sprinkler Company, 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 estimated to be \$40,000 the following:
Provide fire alarm, inspections, repairs, and certifications

As described in the attached Exhibit A.

- 2. The term of the Contract shall begin on July 1, 2015 and end June 30, 2016.
- 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.

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
- DIR Registrations No. _____
- Compliance with Safety Regulations
- 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. Rust
Print Name

Print Name

Executive Director, Contracts & Purchasing
Title

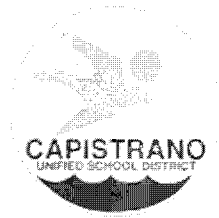
Title

Board Approval Date: Sept. 23, 2015

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 24 day of September, by and between Maier International 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 estimated to be \$40,000 the following:
Emergency water damage restoration, mold, asbestos, and lead abatement. Refer to attached price list.

- As described in the attached Exhibit A.
2. The term of the Contract shall begin on July 1, 2015 and end June 30, 2016.
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.

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
- DIR Registrations No. _____
- Compliance with Safety Regulations
- 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. Rust
Print Name

Print Name

Executive Director, Contracts & Purchasing
Title

Title

Board Approval Date: Sept. 23, 2015

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

EXHIBIT A



FEE SCHEDULE
PERIOD July 1, 2015 to June 30, 2016

COMPANY NAME: Maier International Inc.
REP NAME: Gil Ramirez, President
E-MAIL ADDRESS: gramirez@maierint.com

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:
Emergency water Damage Restoration, Mold,
Asbestos, lead abatement.

HOURLY RATE:

Description or Classification	Dollar (\$) Amount
Refer to attached price list.	

PARTS PERCENTAGE MARK-UP: 10% profit 10% overhead.

ANY ADDITIONAL CHARGES:
after hours see attached, Disposal
fees vary depending on products.

MAIER PRICE LIST

25

PREVAILING WAGE LABOR				MATERIALS & SUPPLIES					
	Reg	OT	DBL						
Project Manager	\$175.00	\$175.00	\$175.00	2 Mil Poly 10x100	\$140.00	RL	Latex Rubber Gloves	\$2.25	PR
Supervisor	\$75.00	\$112.50	\$150.00	2 Mil Poly 20x100	\$210.00	RL	Layflat Ducting Per Ln. Ft.	\$2.75	EA
Tehnician(s)	\$58.75	\$88.13	\$117.50	3M Hi-Pro Scrub Pads	\$3.95	EA	Leather Palm Gloves	\$8.75	PR
				3M Spray Adhesive	\$12.00	EA	Masking Wall Tape Blue 2'	\$16.00	EA
				4 Mil Poly	\$105.66	RL	Masonite (8x4 sheet)	\$23.40	EA
				4 Mil Fire Poly	\$181.25	RL	Mastic Remover (soybean base)	\$36.59	EA
				6 Mil Fire Poly- 10x100	\$165.00	RL	Mold Encapsulant	\$76.25	EA
				6 Mil Fire Poly- 20x100	\$210.00	RL	Negative Air Hepa Filters	\$375.55	EA
				6 Mil Haz Bags	\$5.79	EA	Negative Air Hepa Filter -Large	\$425.39	EA
				6 Mil Clear Bags	\$2.19	EA	Negative Air 2nd Filter Pads	\$19.78	EA
				6 Mil Poly 10x100	\$140.00	RL	Negative Air Pre-Filter Pads	\$3.75	EA
				6 Mil Poly 20x100	\$180.00	RL	Charcoal Activated Pre Filter	\$8.79	EA
				6 Mil Asbestos Bag(s)	\$3.37	EA	Organic Vapor Cartridges	\$25.77	EA
				6 Mil Asbestos Bags (100/roll)	\$107.00	RL	Plywood	\$30.75	EA
				Asbestos/Mold Signage	\$ 1.00	EA	Powerlock Encapsulant Fogging	\$20.49	EA
				Benefect	\$140.00	EA	Respirator Wipes	\$0.14	EA
				Blades/Scrapers	\$4.09	EA	Sand Paper	\$2.35	EA
				Carpet Mask	\$395.00	EA	Shoe Covers	\$2.50	PR
				Cotton Poly 2 Dot Gloves	\$4.50	PR	Spunbound Polyprop Suit	\$15.00	EA
				Defoamer	\$60.00	EA	Towels (25LB BOX \$35.10)	\$1.50	EA
				Dawn Detergent	\$12.00	EA	Polyprop Underwear	\$6.79	EA
				Duct Tape	\$8.00	EA	Tyvek Chemical Suits	\$24.92	EA
				Carpet Shampoo	\$47.50	EA	Vinyl Tape 2"	\$18.00	RL
				Encapsulant	\$65.00	EA	Vinyl Tape 3"	\$25.00	RL
				Face Hepa Cartridges	\$11.00	EA	Wire/Chip Brushes	\$3.58	EA
				Face Hepa Cartridges - Chemical	\$36.25	EA	Zipper Doors w/Tabs (pair)	\$30.00	PR
				Flex Duct 8" x 25" Mylar	\$16.75	EA	Zipper Door w/Tabs (one)	\$11.00	EA
				Flex Duct 12" x 25" Mylar	\$23.75	EA	MOBILIZATION		
				Flex Tough Coated Work Gloves	\$15.63	PR	Large Box Truck	\$225.00	EA
				Floor Buffer Pads	\$23.75	EA	Truck Mount Per Hour	\$95.00	EA
				Glove Bags 44x60	\$14.30	EA	Trip Charge Truck/Van	\$125.00	EA
				Hepa Vacuum Bags Inner	\$14.30	EA	DISPOSAL		
				Hepa Vacuum Bags Outer	\$8.46	EA	20 Yard Bin	\$150.00	EA
							General Debris Bagged	\$25.00	EA

NON-PREVIATING WAGE LABOR ~~~**EMERGENCY ASCIP**

ASCIP PREVAILING WAGE LABOR

EQUIPMENT

Air Mover	\$25.00	EA
Axial Fan	\$25.00	EA
Humidifier	\$95.00	EA
Dehumidifier -Large	\$95.00	EA
DH 1000	\$695.00	EA
DH 2000	\$795.00	EA
DH 5500	\$1,195.00	EA
DH 600	\$595.00	EA
Extractor / Carpet Cleaner	\$140.00	EA
Extractor Hepa (ASB ONLY)	\$265.00	EA
Extractor Hepa Bag(s)	\$120.00	EA
Hepa Vacuum- Small	\$95.00	EA
Hepa Vacuum-Large	\$165.00	EA
njection System	\$150.00	EA
HEPA AFD- Small	\$95.00	EA
HEPA AFD- Large	\$145.00	EA
Thermal Camera	\$325.00	EA

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
C1011064**

WITH

STUTZ, ARTIANO, SHINOFF & HOLTZ APC

On September 14, 2010, contract C1011064 with Capistrano Unified School District and Stutz, Artiano, Shinoff & Holtz APC called for services to be rendered at the rates shown in the agreement for a period of July 1, 2010, through June 30, 2011. On June 29, 2011, C1011064 was extended for a period of July 1, 2011, through June 30, 2012; on May 23, 2012, C1011064 was extended for a period of July 1, 2012, through June 30, 2013; on May 22, 2013, C1011064 was extended for a period of July 1, 2013, through June 30, 2014; on June 11, 2014, C1011064 was extended for a period of July 1, 2014, through June 30, 2015.

The total cost of services requested by the District and provided by the Consultant under this Amendment is estimated to be \$100,000 for additional services requested by the District to supplement contract C1011064.

Except as set forth in this Amendment, and Board approved on September 14, 2010; June 29, 2011; May 23, 2012; May 22, 2013; and June 11, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Stutz, Artiano, Shinoff & Holtz APC

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: September 23, 2015 Date: _____

2488 Historic Decatur Road
Suite 200
San Diego, California 92106
(619) 232-3122
Fax (619) 232-3264
www.sashlaw.com



Daniel R. Shinoff, Esq.
dshinoff@sashlaw.com

August 26, 2015

CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

VIA E-MAIL ONLY

Donna Antifae, Buyer/Planner
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
dmantifae@capousd.org

Re: Capistrano Unified School District/Stutz Artiano Shinoff & Holtz Fee Schedule

Dear Ms. Antifae:

Below is our fee schedule for the 2014-15 school year.

	Fee Schedule for July 1, 2014 – June 30, 2015:
Partner	\$180.00/hour
Associate	\$170.00/hour
Paralegal	\$72.00/hour

We look forward to a continued successful relationship with Capistrano Unified School District.

Very truly yours,

STUTZ ARTIANO SHINOFF & HOLTZ
A Professional Corporation

Daniel R. Shinoff

DRS:rsr



Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Stutz, Artiano, Shinoff & Holtz, APC

hereinafter referred to as "CONSULTANT."

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, CONSULTANT 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 CONSULTANT:** General legal services as required by District

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on July 1, 2010 and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed amount specified by District purchase order as per attached fee schedule Exhibit A and/or proposal Exhibit N/A. DISTRICT shall pay CONSULTANT after receipt of consultant invoice and with approval of a District representative.

4. **Expenses:** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows:
N/A

5. **Independent Contractor:** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all 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 Worker's Compensation. CONSULTANT 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. CONSULTANT 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 CONSULTANT's employees.

6. **Materials:** CONSULTANT shall furnish, at his/her 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

CONSULTANT'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:** CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as basis for such services.

8. **Copyright/Trademark/Patent:** CONSULTANT 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. CONSULTANT consents to use of CONSULTANT'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 CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT'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 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 charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. **Hold Harmless:** CONSULTANT 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 activities/services provided by CONSULTANT or its subcontractors,

whether authorized by this Agreement or not. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of DISTRICT or any of its agents or employees.

11. **Insurance:** Pursuant to Section 10, CONSULTANT agrees to carry a commercial general liability insurance and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT 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, CONSULTANT 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. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insured's by separate endorsement under said policy.

12. **Assignment:** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

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. CONSULTANT 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 CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. **Permits/Licenses:** CONSULTANT and all CONSULTANT'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:** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT 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 supersedes 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:** CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. **Non-waiver:** The failure of DISTRICT or CONSULTANT 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 service or (b) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by 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:

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Stutz, Artiano, Shinoff & Holtz, APC 31 Hutton Centre Drive, Suite 860 Santa Ana, Ca 92707 (714) 424-9728

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.

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of the AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, courts costs, and attorneys' fees.

22. **Governing Law:** The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, the following exhibits, which are attached hereto and incorporated herein: (if applicable)

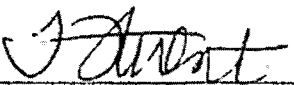
- a. Exhibit A Attorney-Client Retainer Agreement/Fee Schedule
- b. Exhibit B Hold Harmless
- c. Exhibit C Insurance Requirements

CONSULTANT NAME: Stutz, Artiano, Shinoff & Holtz, APC Contract No. C1011064

This AGREEMENT is entered into this 15th Day of September 2010.

DISTRICT:

CONSULTANT:

By: 
Terry Fluent, Director of Purchasing

By: 
Signature

Daniel R. Shinoff
Printed Name

Owner
Title

September 14, 2010
Board Approval Date

95-3681411
Social Security or Taxpayer Identification

ATTORNEY - CLIENT RETAINER AGREEMENT

This document (the "Agreement") is the written fee contract that California law requires lawyers to have with their clients. We, Stutz Artiano Shinoff & Holtz, APC ("Attorneys"), agree to provide legal services to Capistrano Unified School District, (the "District") on the terms set forth below:

1. **SCOPE OF SERVICES:** The District retains us as its Attorneys for the purposes of providing general legal advice and counsel as the District shall from time to time require. We will represent the District on specific litigation as instructed and we will provide research and advise of specific issues as requested by the Superintendent, or the President of the Board.

We will provide all legal services reasonably requested to represent the District's interest.

2. **CLIENT'S DUTIES:** The Client is the District and not any individual, Board member or administrator. The District agrees to provide specific instruction where services are requested, to abide by this agreement and to pay our bills on time and to cooperate and require its employees to cooperate with us in any activities we undertake on the District's behalf.

3. **LEGAL FEES:** The District agrees to pay for legal services as follows:

- a. Paralegal services at \$72.00 per hour;
- b. Associate attorneys' time at \$170.00 per hour; and
- c. Partner's time at \$180.00 per hour.

No fee will be charged for general clerical or secretarial services.

Exhibit A (Page 1 of 3)

Bills will be sent monthly, stating clearly the amount, rate, basis for calculation, description and date of service. The District agrees to pay each bill within 30 days. Interest at the rate of 10% may be charged on any unpaid balance.

4. **COSTS:** All costs, disbursements and litigation expenses are the responsibility of the District. Costs are those expenses which must be paid to third parties or otherwise incurred in the course of the representation. Costs include, but are not limited to, court fees, service or process charges, photocopying services, notary fees, computer assisted legal research, long distance telephone charges, messenger and delivery fees, postage, in-office photocopying at \$.15 per page, facsimile charges, deposition costs, parking fees, mileage at IRS standard business rate, investigation expenses, consultant or expert witnesses and similar items. We agree to obtain written consent before incurring any outside services.

5. **NEGOTIATION OF FEES:** Attorneys' fees are not set by law, but rather are negotiable between the attorney and client.

6. **ARBITRATION CLAUSE:** Client and Law Firm are agreeing to have any and all disputes (except where Client may request arbitration of a fee dispute by the State Bar) that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the legal services provided by Law Firm to Client, decided only by binding arbitration in accordance with the provisions of the Code of Civil Procedure section 1280 *et seq.*, and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Law Firm and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with, and to the full extent allowed by, the

California Rules of Civil Procedure section 1283.05. Client, however, may request arbitration of a fee dispute by the State Bar or San Diego County Bar Association as provided by Business and Professions Code Section 6200, *et seq.*

7. **ERROR AND OMISSIONS INSURANCE:** Attorneys maintain errors and omissions insurance coverage applicable to the services to be rendered under this agreement.

8. **DURATION:** This agreement shall continue unless terminated by either party. Termination shall be effective upon written notice.

DATED: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Dr. Joseph Farley, Superintendent

DATED: _____

STUTZ ARTIANO SHINOFF & HOLTZ, APC

By: _____
Daniel R. Shinoff

Consultant Name: Stutz, Artiano, Shinoff & Holtz, APC
Contract No. C1011064



Hold Harmless and Indemnification

Attorney 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, contractual liability, and damage to property sustained or claimed to have been sustained arising out of the activities/services rendered by Attorney, its officers, agents and employees or its subcontractors, whether authorized by this Agreement or not. Attorney further agrees to waive all rights of subrogation against the District. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of District or any of its agents or employees.

Exhibit B



Insurance

Attorney shall procure and maintain, during the term of this Agreement, policies of insurance with insurers and coverage forms satisfactory to the District and with a minimum A.M. Best rating of A/VII as follows:

- Commercial General Liability \$1,000,000 minimum limit per occurrence
 incl. Contractual Liab., and \$2,000,000 minimum general aggregate
 Broad Form Property Damage

- Professional Liability: \$1,000,000 minimum limit per occurrence
 (Errors & Omissions) \$2,000,000 minimum general aggregate

- Automobile Liability: \$1,000,000 minimum limit per occurrence

- Workers' Compensation: As required by the California Labor Code
- Employers' Liability: \$1,000,000 minimum limit

Attorney shall provide to the District evidence of the required insurance by issuance of an original Certificate of Insurance at least ten days prior to the beginning of the term of this Agreement. Such certificate shall contain a 30 days written notice of cancellation or reduction in coverage. Any lapse of insurance coverage required by this Agreement shall be a breach of the Agreement and grounds for immediate termination of this Agreement by District.

Exhibit C

Page 1 of 2

Consultant Name: Stutz, Artiano, Shinoff & Holtz, APC Contract No. C1011064

The Capistrano Unified District, it's Board, officers, agents and employees shall be named an Additional Insured, by separate endorsement, to Attorney's Commercial General Liability (not Professional Liability) and Automobile Liability policies. Any insurance or self-insurance maintained by Attorney shall be primary and any insurance or self-insurance maintained by District shall be non-contributing.

The insurance coverage's and limits required shall not in any way limit the liability of Attorney.

Governing Law

This Agreement shall be governed by the laws of the State of California with venue to Orange County, California.

Severability

If any provisions of this Agreement are held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of the Agreement shall be legal, valid and enforceable.

Waiver

The waiver by District of a breach of any provision of the Agreement by Attorney shall not operate or be construed as a waiver of any other or subsequent breach by Attorney.

Exhibit C

Page 2 of 2

EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
STUTZ, ARTIANO, SHINOFF & HOLTZ APC

Contract C1011064 called for an original contract period of July 1, 2010 through June 30, 2011 with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education code 17596.

The contract with Stutz, Artiano, Shinoff & Holtz APC pursuant to Contract C1011064, shall be extended an additional 12 months, for the period July 1, 2011, through June 30, 2012 at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Amendment to Agreement, and Board approved on September 14, 2010, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Stutz, Artiano, Shinoff & Holtz APC

By: 
Signature

By: 
Signature

Terry Fluent

Daniel R. Shinoff
Print Name

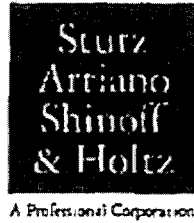
Director, Purchasing

Owner
Title

Date: 8/22/11

Date: 8/15/11

2488 Historic Decatur Road
Suite 200
San Diego, CA 92106-6113
619.232.3122
Fax 619.232.3264
www.stutzartiano.com



Daniel R. Shinoff
dshinoff@stutzartiano.com

May 20, 2011

Terry Fluent
Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Re: Capistrano Unified School District/Stutz Artiano Shinoff & Holtz
Legal Services - Contract No. C1011064

Dear Ms. Fluent:

We certainly appreciate the current financial plight of the public education system, and we are pleased to submit the following proposal for continued legal services.

	CURRENT LEGAL FEES:	Proposed Legal Fees for July 1, 2011 - June 30, 2012:	Proposed Legal Fees for July 1, 2012 - June 30, 2013:
Partner	\$180.00/hour	\$180.00/hour	\$180.00/hour
Associate	\$170.00/hour	\$170.00/hour	\$170.00 hour
Paralegal	\$72.00/hour	\$72.00/hour	\$72.00/hour

We are aware our rates are well below market for educational law specialists, and we therefore propose a two-year freeze on our current rates.

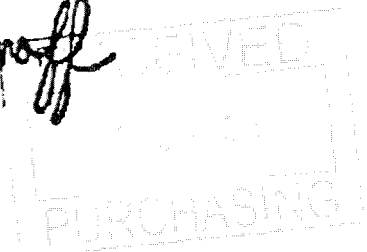
We greatly appreciate your consideration and look forward to a continued successful relationship with Capistrano Unified School District.

Very truly yours,
STUTZ ARTIANO SHINOFF & HOLTZ
A Professional Corporation

Daniel R. Shinoff
Daniel R. Shinoff

/rsr

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EXTENSION OF AGREEMENT NO. C1011064

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

STUTZ, ARTIANO, SHINOFF & HOLTZ APC

Consultant Agreement No. C1011064 called for an original contract period of July 1, 2010 through June 30, 2011.

The contract with Stutz, Artiano, Shinoff & Holtz APC, shall be extended an additional 12 months, for the period July 1, 2012 through June 30, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 23, 2012.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$250,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on September 14, 2010, all other terms of the contract remain in full force and effect.


DISTRICT

CONTRACTOR

Capistrano Unified School District

Stutz, Artiano, Shinoff & Holtz APC

By: 
Signature

By: 
Signature

Terry Fluent

Daniel R. Shinoff
Print Name

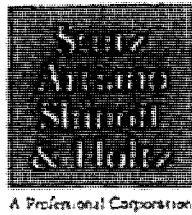
Director, Purchasing

Owner
Title

Date: 7/10/12

Date: 7/11/12

2488 Historic Decatur Road
Suite 200
San Diego, CA 92106-6113
619.232.3122
Fax 619.232.3264
www.stutzartiano.com



Daniel R. Shinoff
dshinoff@stutzartiano.com

May 20, 2011

Terry Fluent
Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Re: Capistrano Unified School District/Stutz Artiano Shinoff & Holtz
Legal Services - Contract No. C1011064

Dear Ms. Fluent:

We certainly appreciate the current financial plight of the public education system, and we are pleased to submit the following proposal for continued legal services.

	CURRENT LEGAL FEES:	Proposed Legal Fees for July 1, 2011 - June 30, 2012:	Proposed Legal Fees for July 1, 2012 - June 30, 2013:
Partner	\$180.00/hour	\$180.00/hour	\$180.00/hour
Associate	\$170.00/hour	\$170.00/hour	\$170.00 hour
Paralegal	\$72.00/hour	\$72.00/hour	\$72.00/hour

We are aware our rates are well below market for educational law specialists, and we therefore propose a two-year freeze on our current rates.

We greatly appreciate your consideration and look forward to a continued successful relationship with Capistrano Unified School District.

Very truly yours,
STUTZ ARTIANO SHINOFF & HOLTZ
A Professional Corporation

Daniel R. Shinoff
Daniel R. Shinoff

rsr

STUTZ ARTIANO SHINOFF & HOLTZ, A PROFESSIONAL CORPORATION

INLAND EMPLOY

EXTENSION OF AGREEMENT NO. C1011064

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

STUTZ, ARTIANO, SHINOFF & HOLTZ, APC

Consultant Agreement No. C1011064 called for an original contract period of July 1, 2010 through June 30, 2011.

The agreement with Stutz, Artiano, Shinoff & Holtz, APC shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$250,000.

Except as set forth in this Extension Agreement, and Board approved on September 14, 2010, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Stutz, Artiano, Shinoff & Holtz, APC

By: 
Signature

By: 
Signature

Terry Fluent

Daniel R. Shinoff
Print Name

Director, Purchasing

owner
Title

Date: 7/10/13

Date: 6/2/13

Exhibit A

2489 Historic Decatur Road
Suite 200
San Diego, CA 92106 6113
619 232 3122
Fax 619 232 3264
www.stutzartiano.com



A Professional Corporation

Daniel R. Shinoff

dshinoff@stutzartiano.com

April 16, 2013

Terry Fluett
Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Re: Capistrano Unified School District/Stutz Artiano Shinoff & Holtz
Legal Services - Contract No. C1011064

Dear Ms. Fluett:

We certainly appreciate the current financial plight of the public education system, and we are pleased to submit the following proposal for continued legal services.

	CURRENT LEGAL FEES:	Proposed Legal Fees for July 1, 2013 - June 30, 2014:	Proposed Legal Fees for July 1, 2014 - June 30, 2015:
Partner	\$180.00/hour	\$180.00/hour	\$180.00/hour
Associate	\$170.00/hour	\$170.00/hour	\$170.00/hour
Paralegal	\$72.00/hour	\$72.00/hour	\$72.00/hour

We are aware our rates are well below market for educational law specialists, and we therefore propose a two-year freeze on our current rates.

We greatly appreciate your consideration and look forward to a continued successful relationship with Capistrano Unified School District.

Very truly yours,
STUTZ ARTIANO SHINOFF & HOLTZ
A Professional Corporation

Daniel R. Shinoff

/csr

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EXTENSION OF AGREEMENT NO. C1011064

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

STUTZ, ARTIANO, SHINOFF & HOLTZ, APC

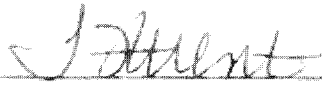
Consultant Agreement No. C1011064 called for an original contract period of July 1, 2010 through June 30, 2011.

The agreement with Stutz, Artiano, Shinoff & Holtz, APC shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the prices previously negotiated. Annual services under this contract are limited to \$250,000.

Except as set forth in this Extension Agreement, and Board approved on September 14, 2010, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Stutz, Artiano, Shinoff & Holtz, APC

By: 
Signature

By: 
Signature

Terry Fluent

Daniel R. Shinoff
Print Name

Director, Purchasing

OWNER
Title

Date: 7/10/14

Date: 6/14/14

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
FSA 1516098**

WITH

ANIMAL PEST MANAGEMENT SERVICE

Field Service Agreement FSA 1516098 with Capistrano Unified School District and Animal Pest Management Service called for services to be rendered at the rates shown in the agreement for period of July 1, 2015, through June 30, 2016.

The total cost of services requested by the District and provided by the Consultant under this Amendment is estimated to be \$20,000 for additional services requested by the District to supplement FSA 1516098.

Except as set forth in this Amendment, and Board approved on September 9, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Animal Pest Management Service

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: September 23, 2015 Date: _____



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 10th day of September, by and between Animal Pest Management Service, 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 estimated to be \$ 40,000.00 the following:
Pest Control Services Districtwide

As described in the attached Exhibit A.
2. The term of the Contract shall begin on July 1, 2015 and end June 30, 2016.
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.

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
- DIR Registrations No. _____
- Compliance with Safety Regulations
- 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. Rust
Print Name

Print Name

Executive Director, Contracts & Purchasing
Title

Title

Board Approval Date: 9/09/15

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

EXHIBIT A



FEE SCHEDULE
PERIOD July 1, 2015 to June 30, 2016

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

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:

Rodent Pest Services

HOURLY RATE:

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

PARTS PERCENTAGE MARK-UP:

N/A

ANY ADDITIONAL CHARGES:

N/A

**AMENDMENT NO. 1 TO MASTER CONTRACT AGREEMENT
NO. MCA 1516015**

WITH

MAXIM HEALTHCARE SERVICES, INCORPORATED

Master contract Agreement No. MCA 1516015 called for services to be rendered at the rates show in the agreement.

The “not to exceed” amount on Master Contract Agreement No. MCA 1516015 shall be increased to \$60,000 for additional services request by the District.

Except as set forth in this Amendment, and Board approved July 22, 2015, all other terms of the contract remain in full force and effect.

Board Approved: Septmeber 23, 2015



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of July 23, 2015 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

MAXIM HEALTHCARE SERVICES, INCORPORATED

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, 2015 through June 30, 2016.

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"

"CONTRACTOR"

By: _____

By: _____

Name: Lynh N. Rust

Name: _____

Title: Executive Director, Contracts & Purchasing

Title: _____

Board Approval Date: July 22, 2015

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Maxim Healthcare Services, Incorporated **CONTRACTOR** 1A-30-090 **2015-2016**
R NUMBER
(NONPUBLIC SCHOOL OR AGENCY) **(CONTRACT YEAR)**

Per CDE Certification, total enrollment may not exceed 6 Students **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. Basic Education Program/Special Education Instruction
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	_____	_____
(10) Nursing Services	_____	_____
a. Registered nurse (RN)	\$ 49.77	Per hour
b. Licensed Vocational Nurse (LVN)	\$ 36.00	Per hour
c. Certified Home Health Aide/Nursing Assistant	\$ 25.00	Per hour

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

**By credentialed Special Education Teacher.

Donation of Funds
September 23, 2015

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Aliso Niguel High School PTSA	\$684.66	Books for Teachers	Aliso Niguel High School
Amazon Services, LLC	\$242.62	Instructional Materials and Supplies	Aliso Viejo Middle School
Starbucks Coffee Company	\$160.00	Technology	Aliso Viejo Middle School
Kroger	\$146.09	Instructional Materials and Supplies	Bathgate Elementary School
PG&E Corporation	\$150.71	Instructional Materials and Supplies	Concordia Elementary School
PG&E Corporation	\$349.27	Instructional Materials and Supplies	Concordia Elementary School
Concordia Elementary Education Foundation	\$46,531.00	Instructional Aides	Concordia Elementary School
SchoolsFirst Federal Credit Union	\$500.00	Bus Driver Orientation	CUSD Transportation
DHHS Enhanced Culture through Communicat	\$2,270.00	Enhanced Culture through Communication Program	Dana Hills High School
Target	\$25.00	Instructional Materials and Supplies	Dana Hills High School
United Way	\$65.00	Instructional Materials and Supplies	John S. Malcom Elementary School
CUSD Foundation	\$41,000.00	Instructional Aides	John S. Malcom Elementary School
Ms. Cherie Estes	\$300.00	Instructional Materials and Supplies	Ladera Ranch Middle School
Las Flores Elementary School PTA	\$22,000.00	Primary Music Program	Las Flores Elementary School
Applied Medical	\$1,000.00	Instructional Materials and Supplies	Las Flores Middle School
Marblehead Elementary Aloha Education Foun	\$265.70	PE Equipment	Marblehead Elementary School
Marblehead Elementary School PTA	\$265.70	PE Equipment	Marblehead Elementary School
Ms. Susan Banks		Violin with Extra Bow	Niguel Hills Middle School
Shorecliffs Middle School PTA	\$525.00	Survivor Book Club	Shorecliffs Middle School
Shorecliffs Middle School PTA	\$3,500.00	Math and History Day Tutorials	Shorecliffs Middle School
Shorecliffs Middle School PTA	\$2,000.00	Lunchtime Intramural Activities	Shorecliffs Middle School
Shorecliffs Middle School PTA	\$2,406.60	Turn-It-In Contract for 2015-2016 School Year	Shorecliffs Middle School
Scoutit	\$54.39	PE Equipment	Vista del Mar Elementary School
Wagon Wheel Elementary School PTA	\$1,000.00	Deposit Reimbursement	Wagon Wheel Elementary School
Wood Canyon Elementary School	\$129.45	PTA Paper Supply	Wood Canyon Elementary School
Wood Canyon Elementary School	\$67.50	Thursday Folder Envelopes	Wood Canyon Elementary School
	\$125,638.69		

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1516-20

**DECLARING AN INTENTION TO CONSIDER THE CONVEYANCE OF AN
EASEMENT TO THE CITY OF SAN CLEMENTE**

WHEREAS, the City of San Clemente (City) has requested that the Capistrano Unified School District (District) dedicate an easement to City upon a portion of the School District's San Clemente 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, the School District desires to provide the Easement to City for installing and maintaining landscaping, hardscaping, vegetation, irrigation and related improvements consistent with use as a public park;

WHEREAS, 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, 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, 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 October 14, 2015, for a public hearing on the question of the School District's intent to dedicate the Easement to City.

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.

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District on September 23, 2015, by the following vote:

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

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 23rd day of September 2015, by a roll call vote.

Martha McNicholas
Clerk of the Board of Trustees

Kirsten M. Vital
Superintendent
Secretary of the Board of Trustees

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

EXHIBIT "A"
PARK EASEMENT
LEGAL DESCRIPTION

PARCEL A

THAT PORTION OF THE LAND DESCRIBED IN THE GRANT DEED, IN THE CITY OF SAN CLEMENTE, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED MARCH 14, 1962 AS INSTRUMENT NO. 9632 IN BOOK 6038, PAGE 213, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 80 OF TRACT NO. 8597, PER MAP FILED IN BOOK 344, PAGES 7 THROUGH 11, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE GENERALLY WESTERLY LINE OF LOT 85 OF SAID TRACT NO. 8597 SOUTH 32°50'37" EAST, 279.61 FEET TO AN ANGLE POINT;

THENCE CONTINUING ALONG SAID GENERALLY WESTERLY LINE SOUTH 22°04'42" WEST, 96.90 FEET;

THENCE LEAVING SAID GENERALLY WESTERLY LINE NORTH 32°55'39" WEST, 28.85 FEET;

THENCE NORTH 25°25'47" EAST, 9.83 FEET;

THENCE NORTH 06°31'44" EAST, 5.16 FEET;

THENCE NORTH 01°17'52" WEST, 14.35 FEET;

THENCE NORTH 09°59'58" WEST, 44.01 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 14000 FEET;

THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°37'47" AN ARC LENGTH OF 118.82 FEET;

THENCE NORTH 58°37'45" WEST, 26.21 FEET;

THENCE NORTH 57°06'40" WEST, 27.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 200.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°36'25" AN ARC LENGTH OF 50.99 FEET;

THENCE NORTH 42°30'15" WEST, 32.87 FEET TO THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID LOT 80;

THENCE ALONG SAID SOUTHWESTERLY PROLONGATION NORTH 57°09'23" EAST, 88.92 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 17,114 SQUARE FEET OR 0.393 ACRES,
MORE OR LESS.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF
WAY, AND EASEMENTS OF RECORD, IF ANY.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A
PART HEREOF.

THIS DOCUMENT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN
CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

RA

76

7 15

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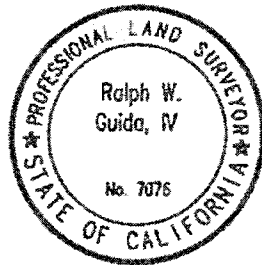
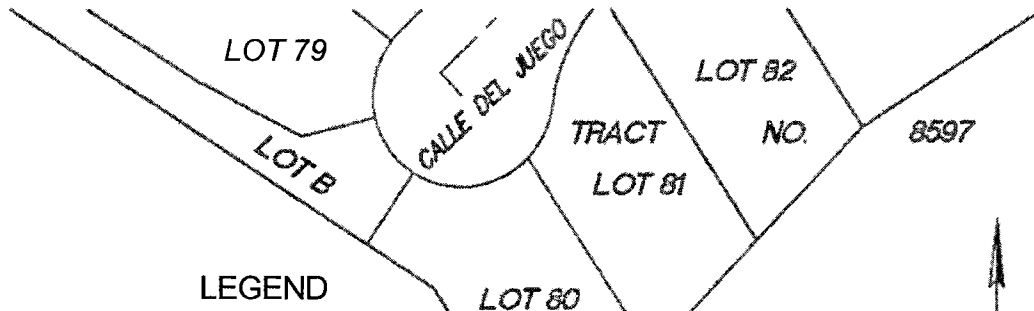
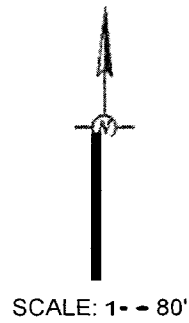


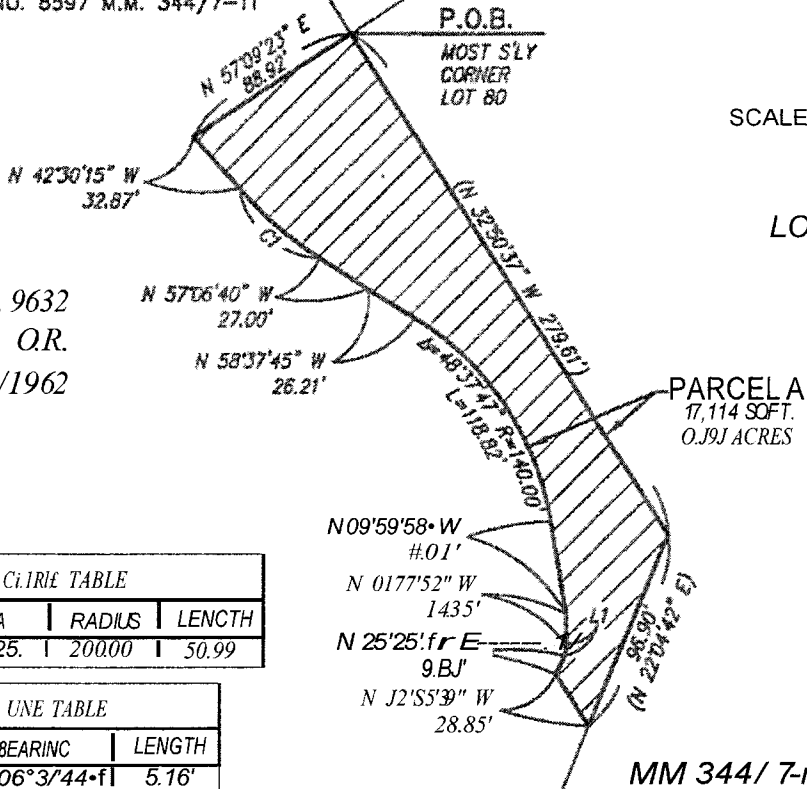
EXHIBIT "B"
PARK EASEMENT
IN THE CITY OF SAN CLEMENTE
COUNTY OF ORANGE, STATE OF CALIFORNIA



LEGEND
[ZJ] PARCEL A - PARK EASEMENT
(XXXX) INDICATES RECORD DATA PER
TRACT NO. 8597 M.M. 344/7-11

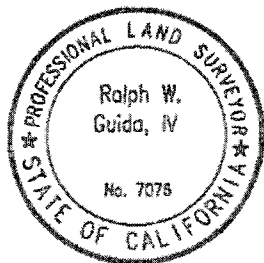


INST. NO. 9632
6038/2B O.R.
REC. 3/14/1962



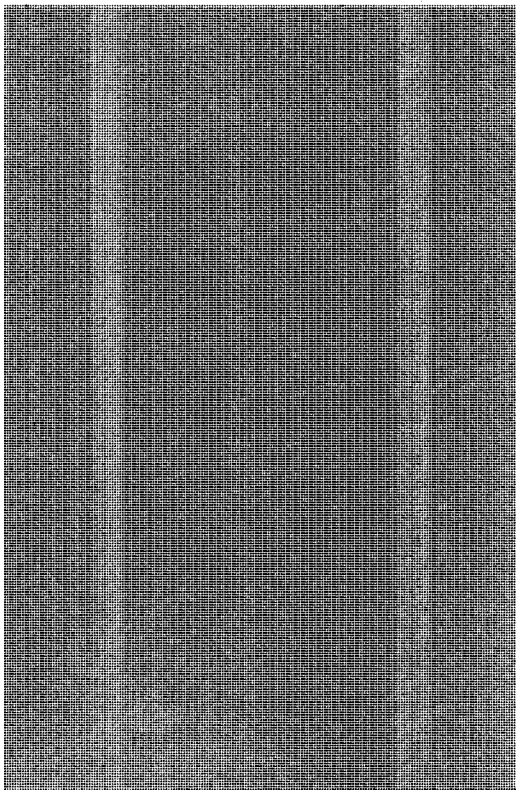
CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
CI	WJ6'25"	20000	50.99

LINE TABLE		
NO.	BEARING	LENGTH
LT	N 06°3'44" E	5.16'



PREPARED BY ME OR UNDER MY DIRECTION:

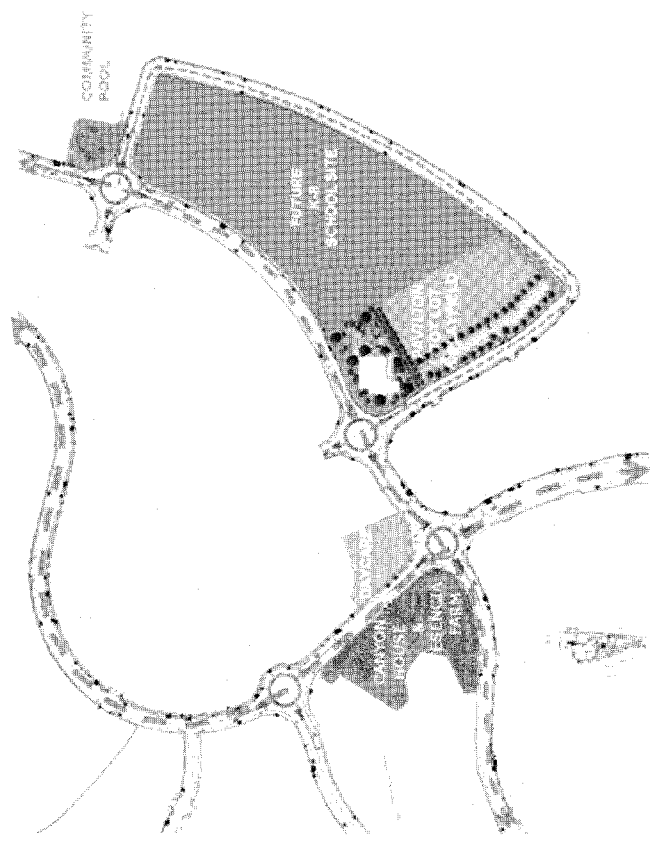
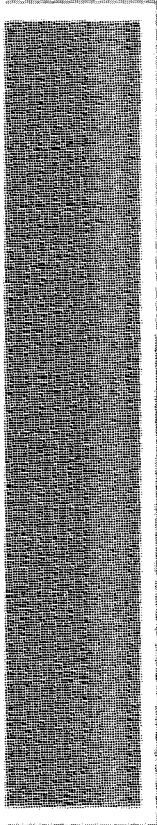
71715
RALPH W. GUIDA, IV DATE
FL.S. 7076



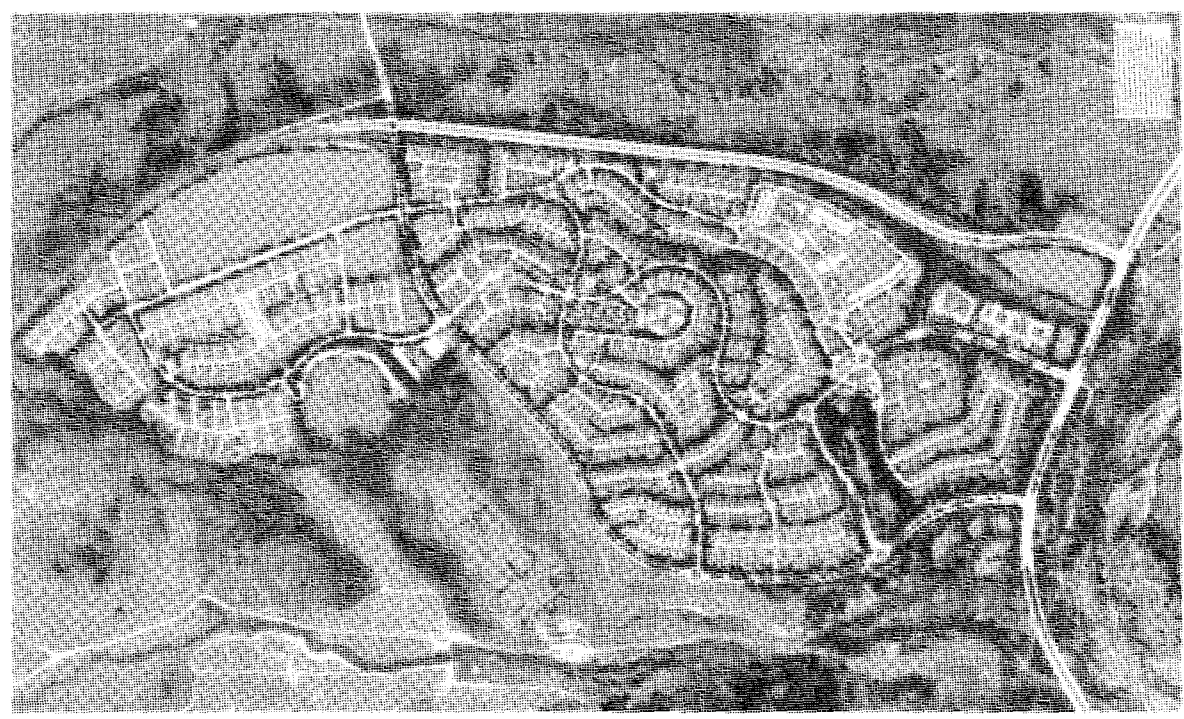
Esencia K-8 School

Project Update



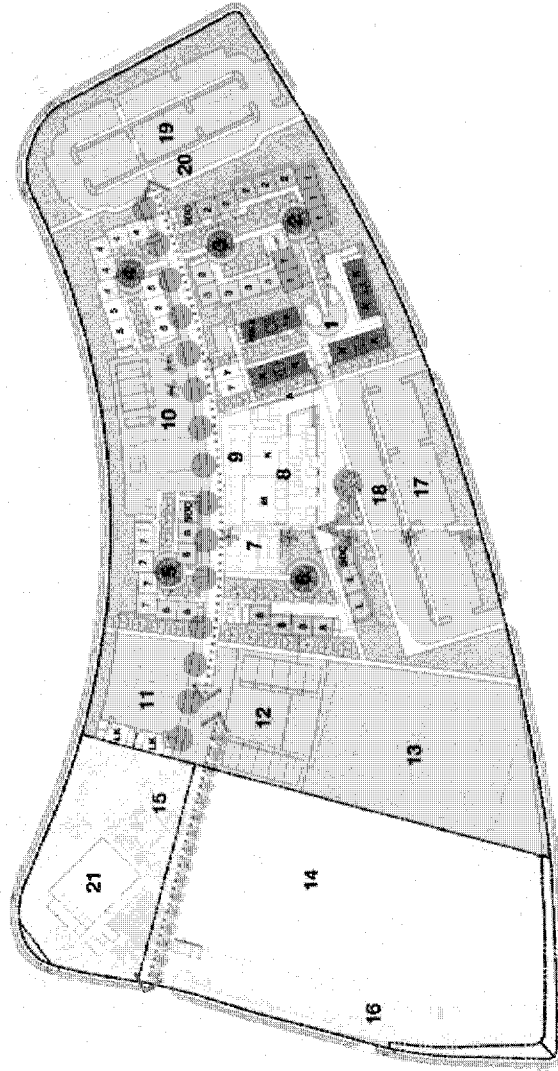
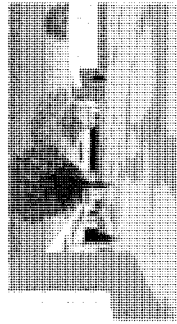
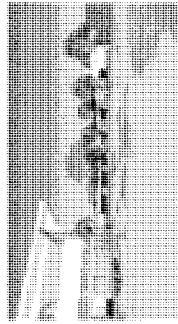
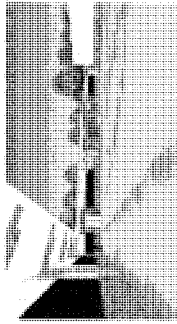
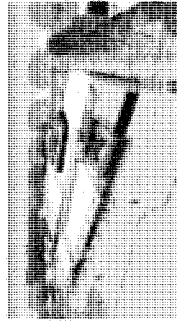
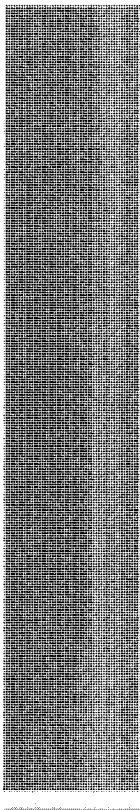


- SITE SITE ALONG MAIN SPINE AND AT CORNER OF SMALLER COMMUNITY RUE
- ACCESSED BY ADJACENT RESIDENTIAL NEIGHBORHOOD & SCHOOL



swa SWA GROUP, INC. 10000 W. CENTURY BLVD. SUITE 1000 LOS ANGELES, CA 90048 RANCHO MESA VILLO (R-2)

Site Context
Source: RMV & LPA, Inc.



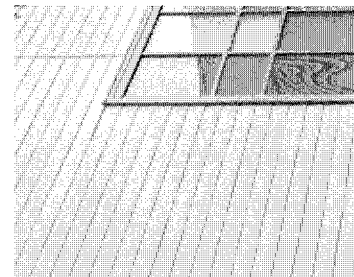
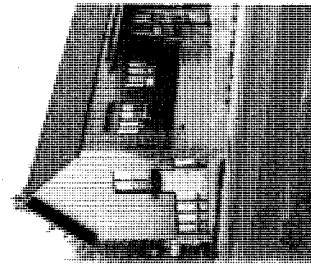
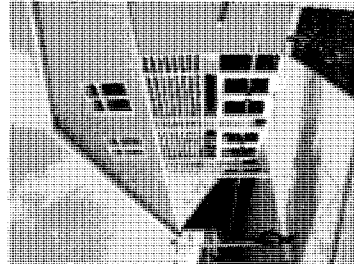
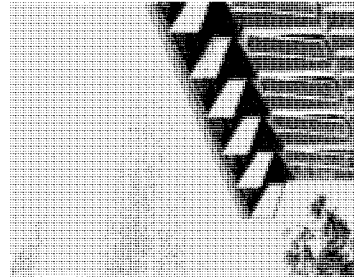
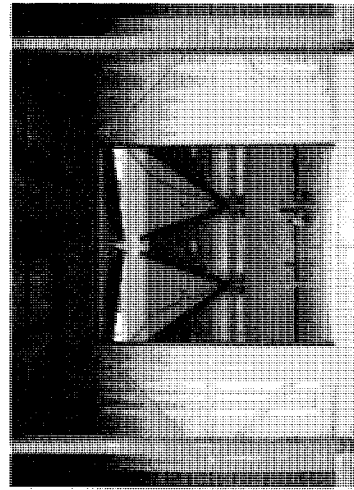
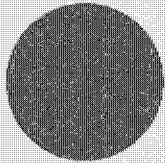
MASTER PLAN K-8 (200 STUDENTS)
 PE PERMANENT CORE CONSTRUCTION DE SERV
 ALTERNATIVE PERMANENT CLASSROOMS OF MODULAR CLASSROOMS
 INTERIM CLASSROOMS FOR AN ADDITIONAL 400 (TOTAL 1600 STUDENTS)

- 6 INTERMEDIATE CLASSROOMS
- 7 5TH GRADE CLASSROOMS
- 8 4TH GRADE CLASSROOMS
- 9 3RD GRADE CLASSROOMS
- 10 2ND GRADE CLASSROOMS
- 11 1ST GRADE CLASSROOMS
- 12 6TH GRADE CLASSROOMS
- 13 7TH GRADE CLASSROOMS
- 14 8TH GRADE CLASSROOMS
- 15 9TH GRADE CLASSROOMS
- 16 10TH GRADE CLASSROOMS
- 17 11TH GRADE CLASSROOMS
- 18 12TH GRADE CLASSROOMS
- 19 13TH GRADE CLASSROOMS
- 20 14TH GRADE CLASSROOMS
- 21 15TH GRADE CLASSROOMS

HMC Architects **CUSD ESENCIA K-8 SCHOOL** **MASTER PLAN - SITE PLAN** 07.03.2013

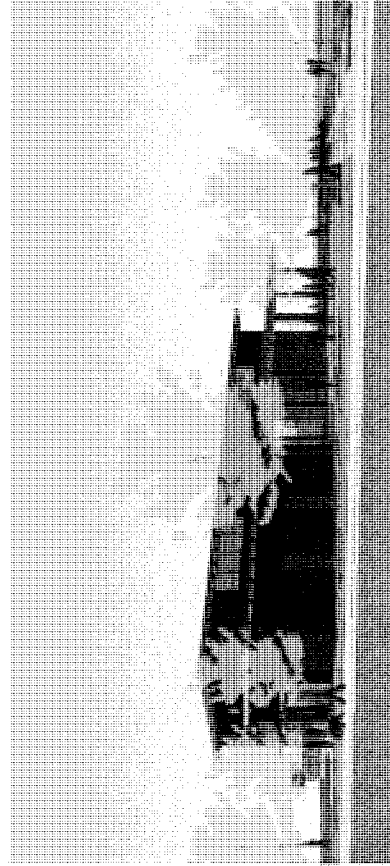
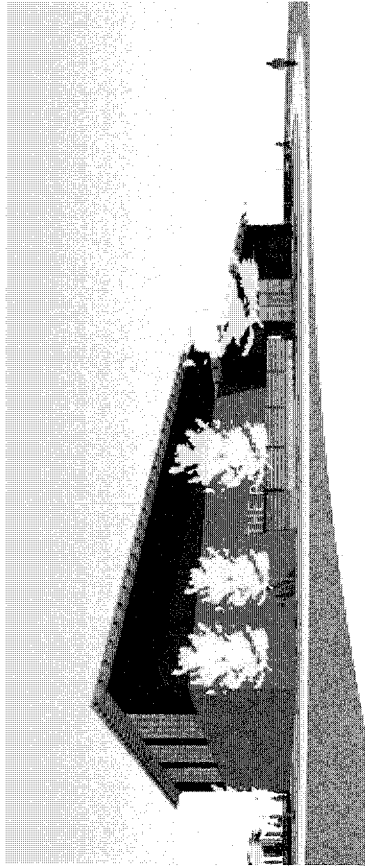
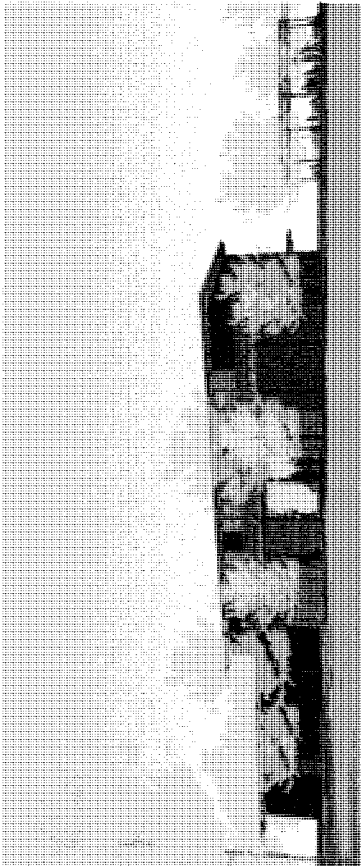
Farmhouse Interpretive Style

- Exposed glu-lam beams
- Large overhangs
- Post-and-beam porch construction
- Hardie-panel siding



Architecture Context

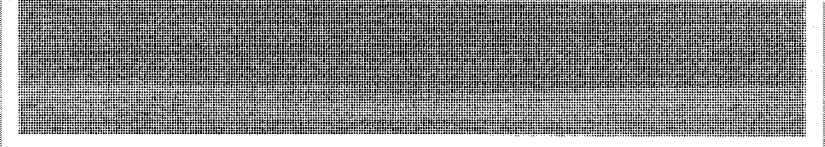
Source: LPA, Inc.



- SHADED GLAZING + OPENINGS ON SOUTH FAÇADE WELCOME THE COMMUNITY INTO THE BUILDING + EMPHASIZE FARM INSPIRED VERNACULAR
- OPPORTUNITY FOR IDENTITY ALONG MAIN TRAFFIC CIRCLE
 - NORTHERN LIGHT IS WELCOMED INTO THE BUILDING
 - RESTROOMS PROJECT TO EMPHASIZE THAT THEY ARE COMMUNITY USE FACILITIES
 - EXPOSED RAFTERS & POST & BEAM CONSTRUCTION EMPHASIZE FARM INSPIRED VERNACULAR

Architecture Context

Source: LPA, Inc.



COMMUNITY ACCESS

COMMUNITY ACCESS

TRASH ENCLOSURE

PARKING
109 stalls

PLAY AREA
SCHOOL SITE ACCESS

PEDESTRIAN SPINE
FROM NEIGHBORING
CAMPUS

PLAYFIELD
165'-0" x 300'-0"

SOFTBALL
OVERLAY

BACKSTOP

Pavilion Site Plan

Source: LPA, Inc.



COMMUNITY ACCESS

COMMUNITY ACCESS

BIKE & SKATE RACKS

ENTRY PLAZA WITH SEATING

FLAGPOLE

OUTDOOR GATHERING |
MOVIE ZONE

PICNIC STRUCTURE

TOT LOT 5-12
WITH PLAY SURFACING

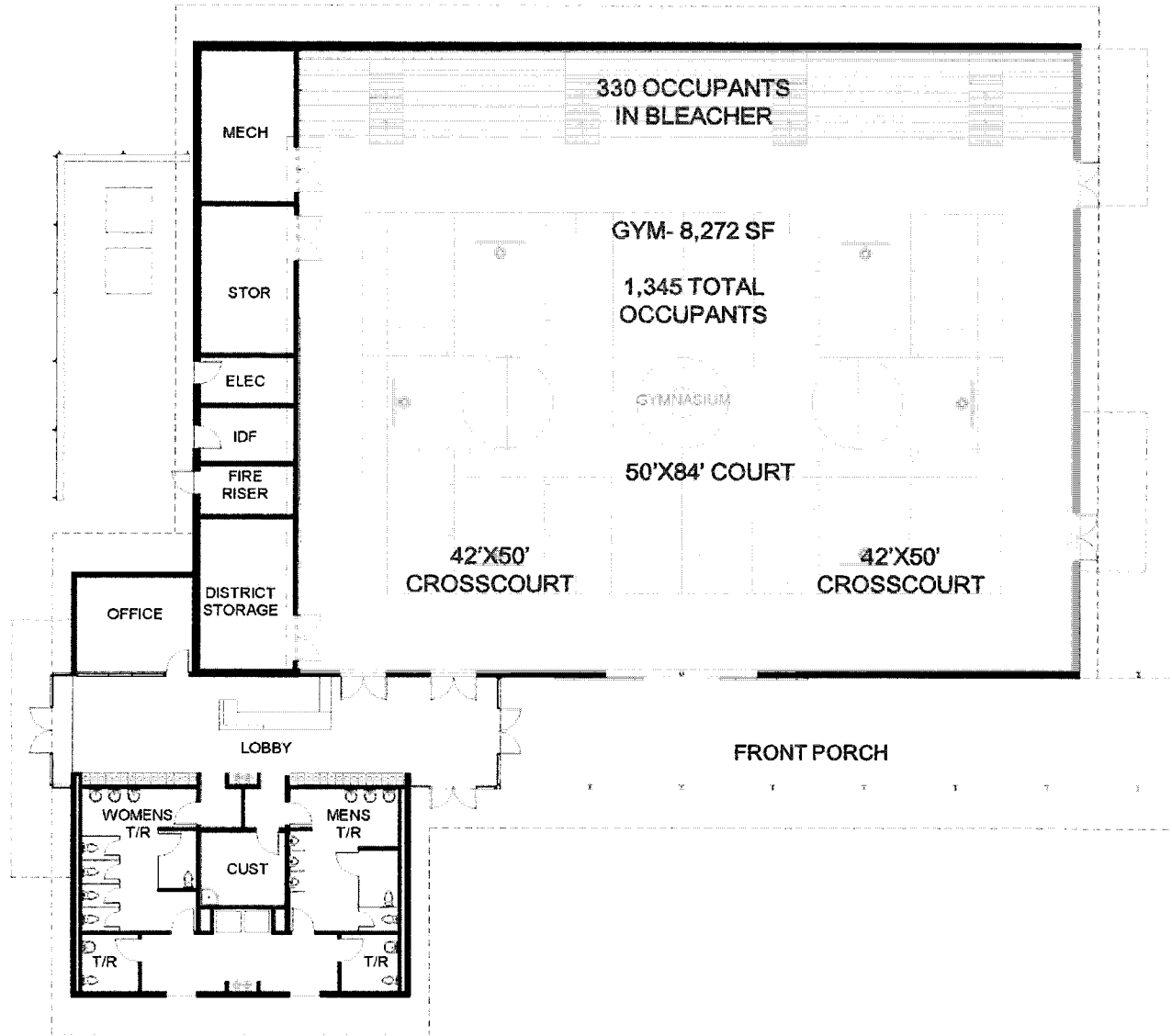
PEDESTRIAN SPINE
FROM NEIGHBORING
CAMPUS

PLAYFIELD
(165' x 300')
SOCCER FIELD WITH
SOFTBALL BACKSTOP



Enlarged Pavilion Site Plan

Source: LPA, Inc.



Pavilion Multi-Purpose Building Floor Plan

Source: LPA, Inc.

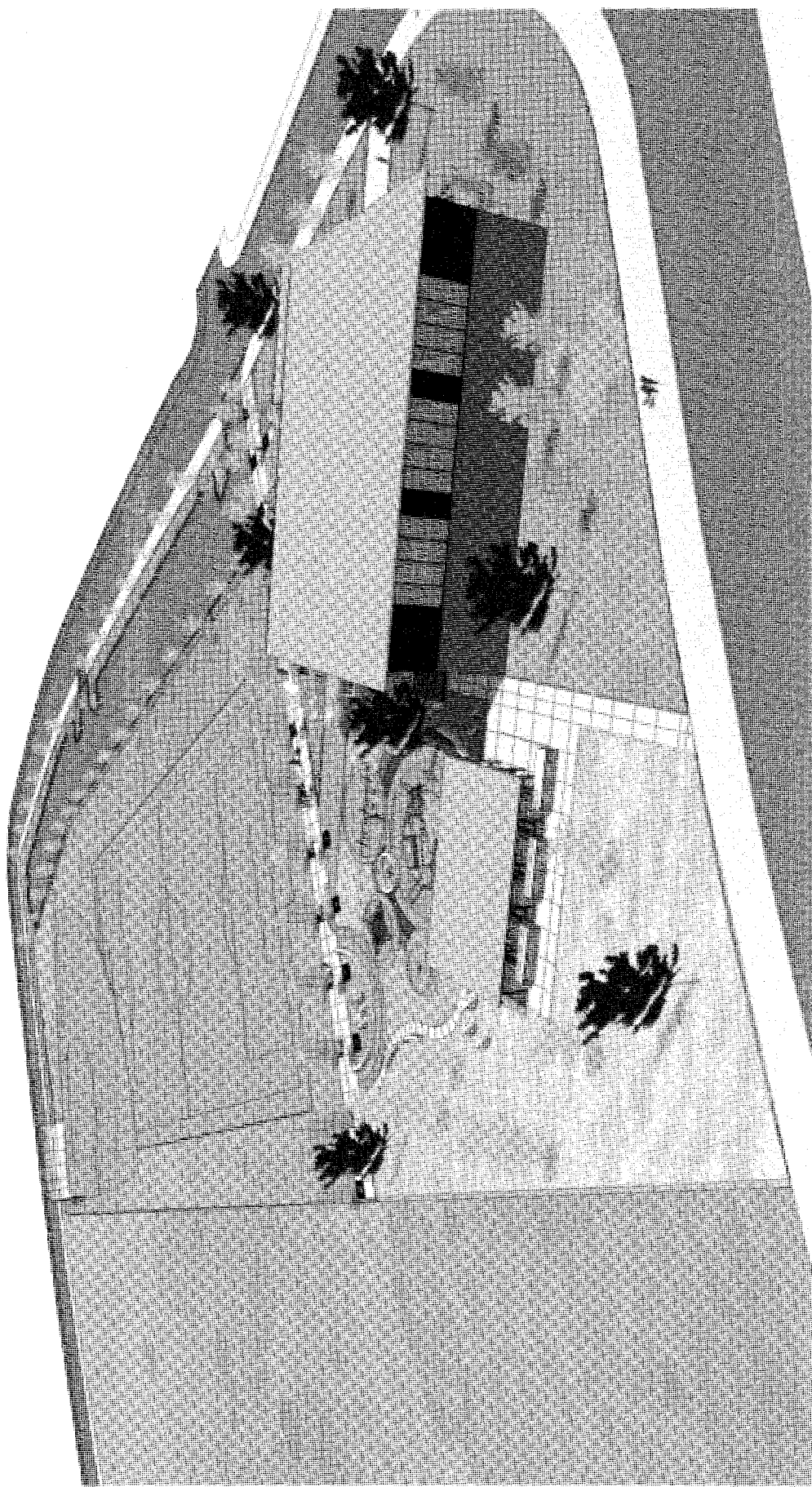


Pavilion Exterior Elevation – Entry Plaza

Source: LPA, Inc.

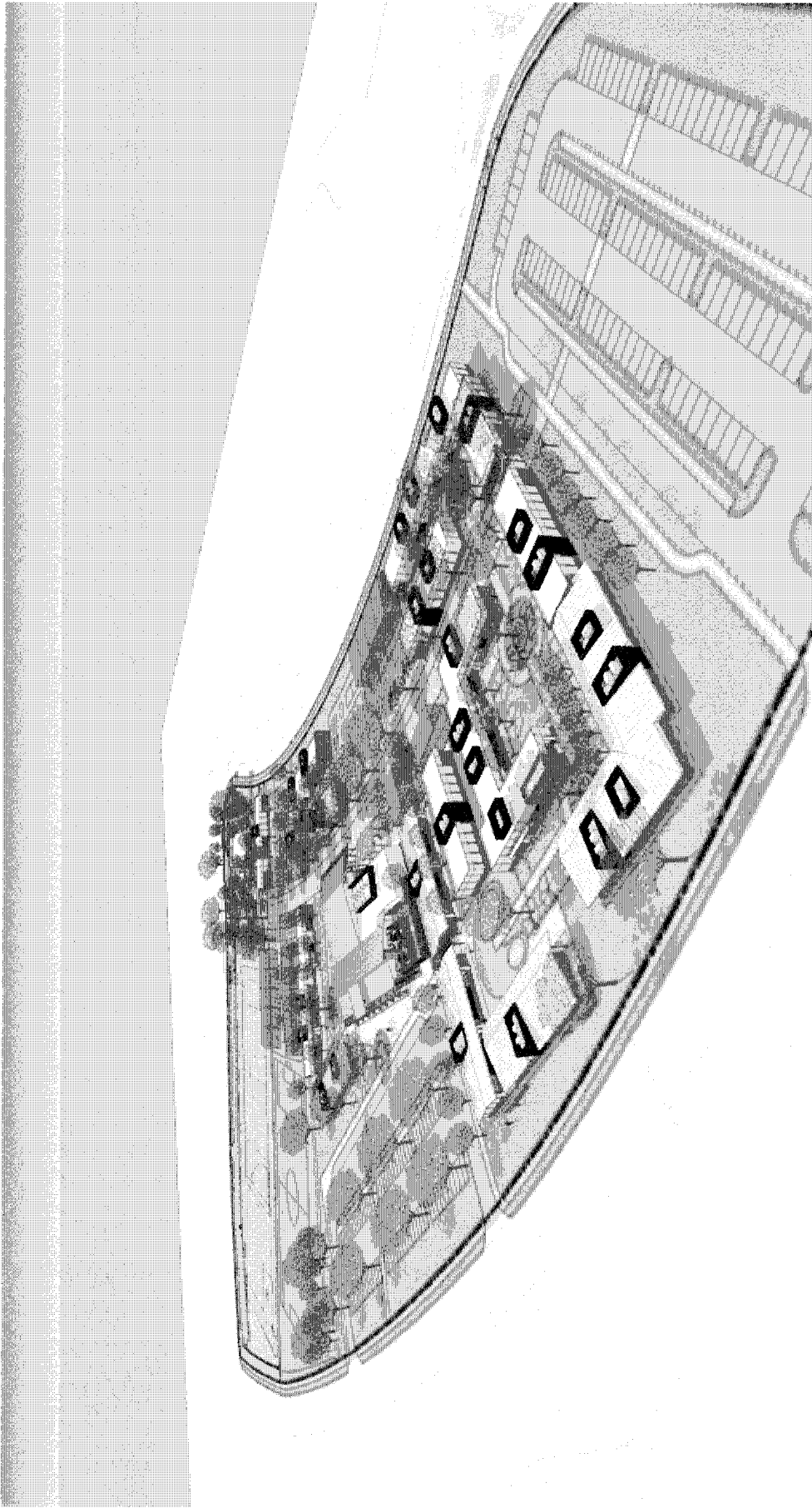


Pavillion Exterior Elevation – Access to the Lobby
Source: LPA, Inc.



Pavilion Exterior Elevation - Site

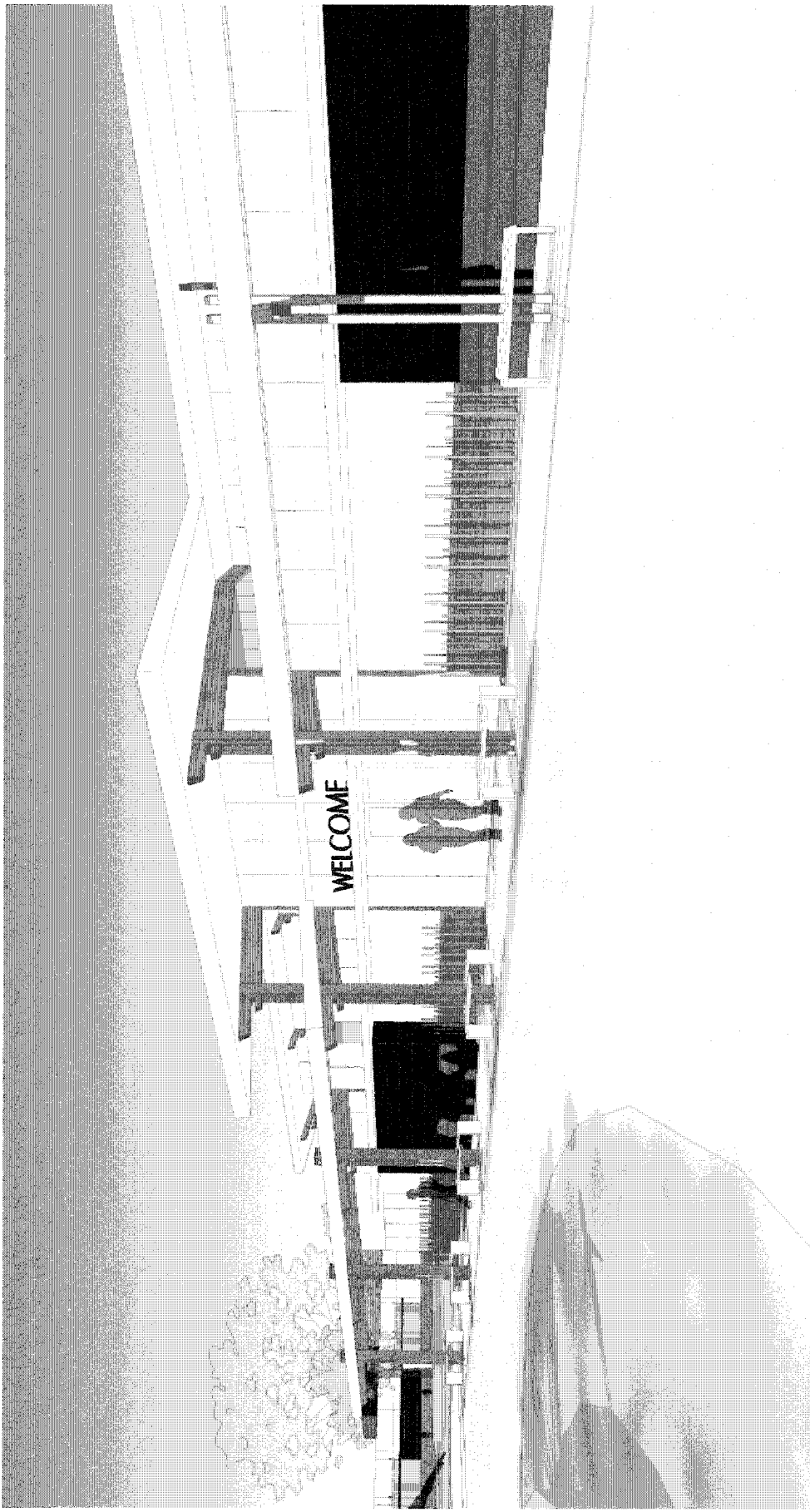
Source: LPA, Inc.



New Esencia K-8 School - Site
Source: HMC Architects

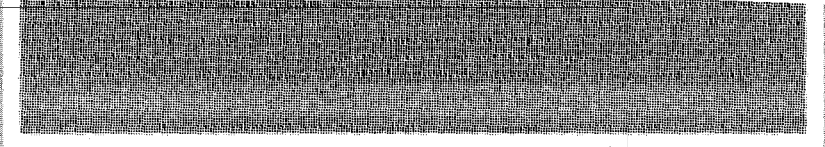


New Esencia K-8 School - Site
Source: HMC Architects



New Esencia K-8 School – Administration Entry

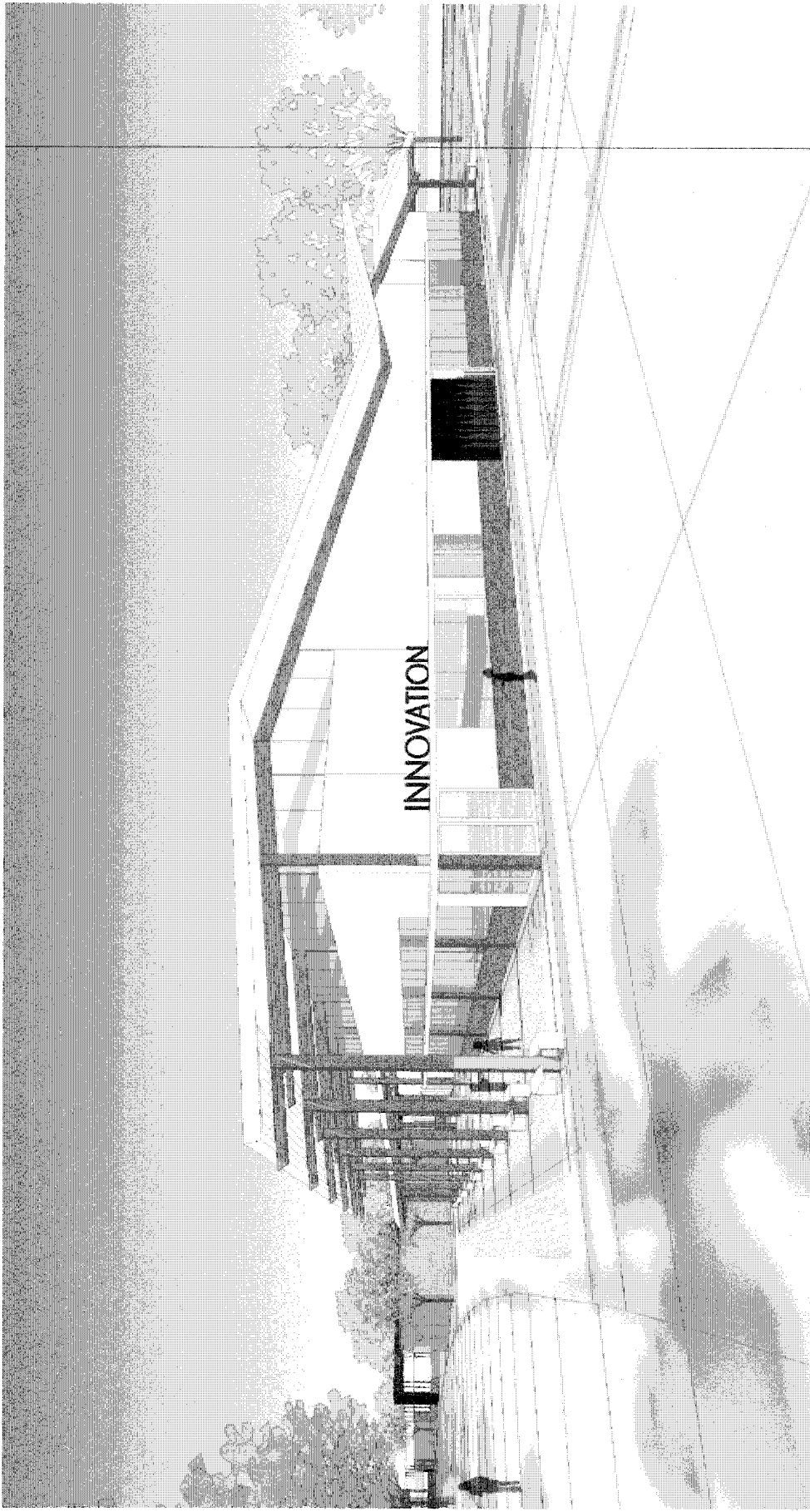
Source: HMC Architects



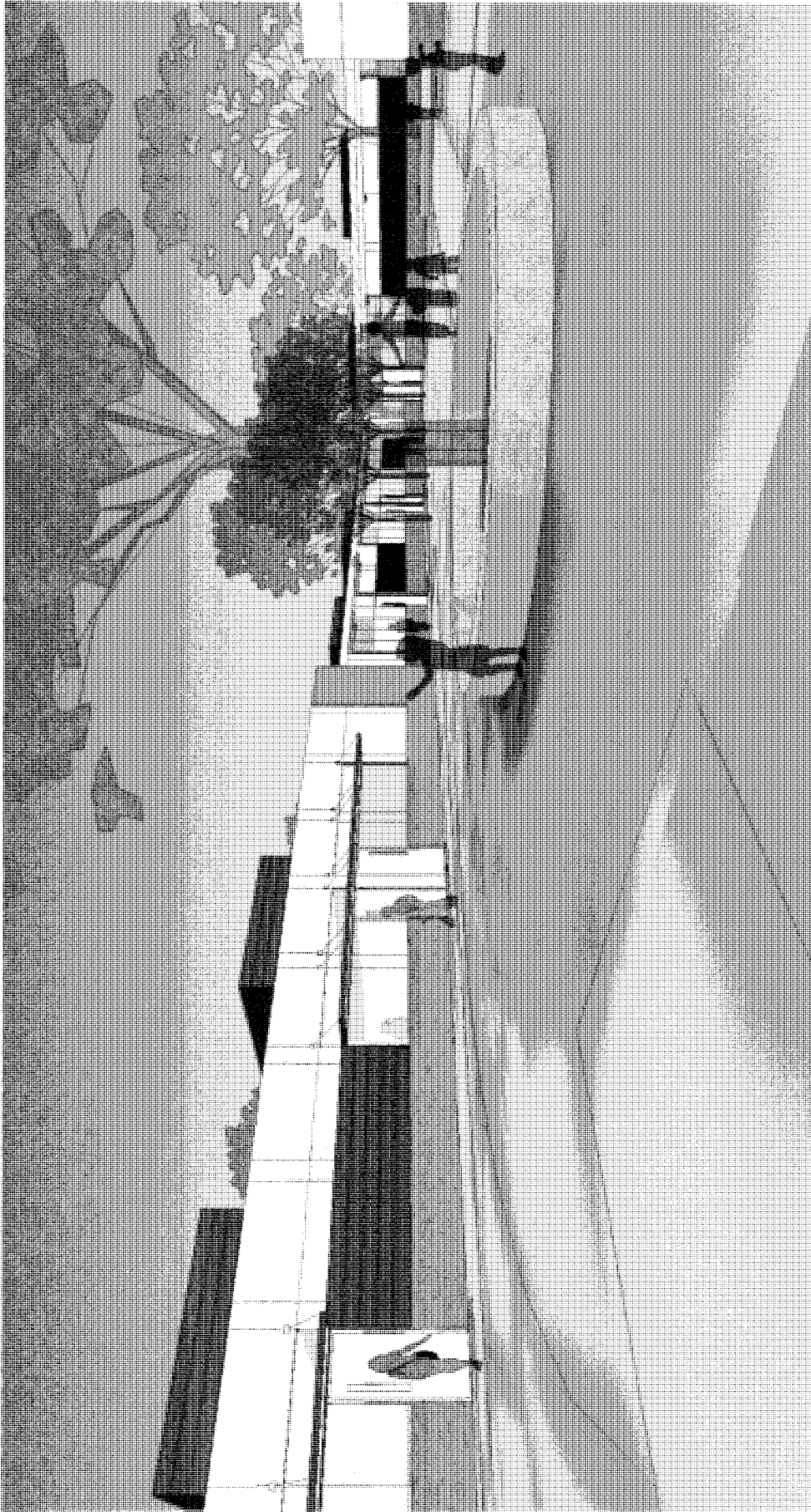
15 of 22

New Esencia K-8 School – Administration; Outdoor Teacher's Lounge

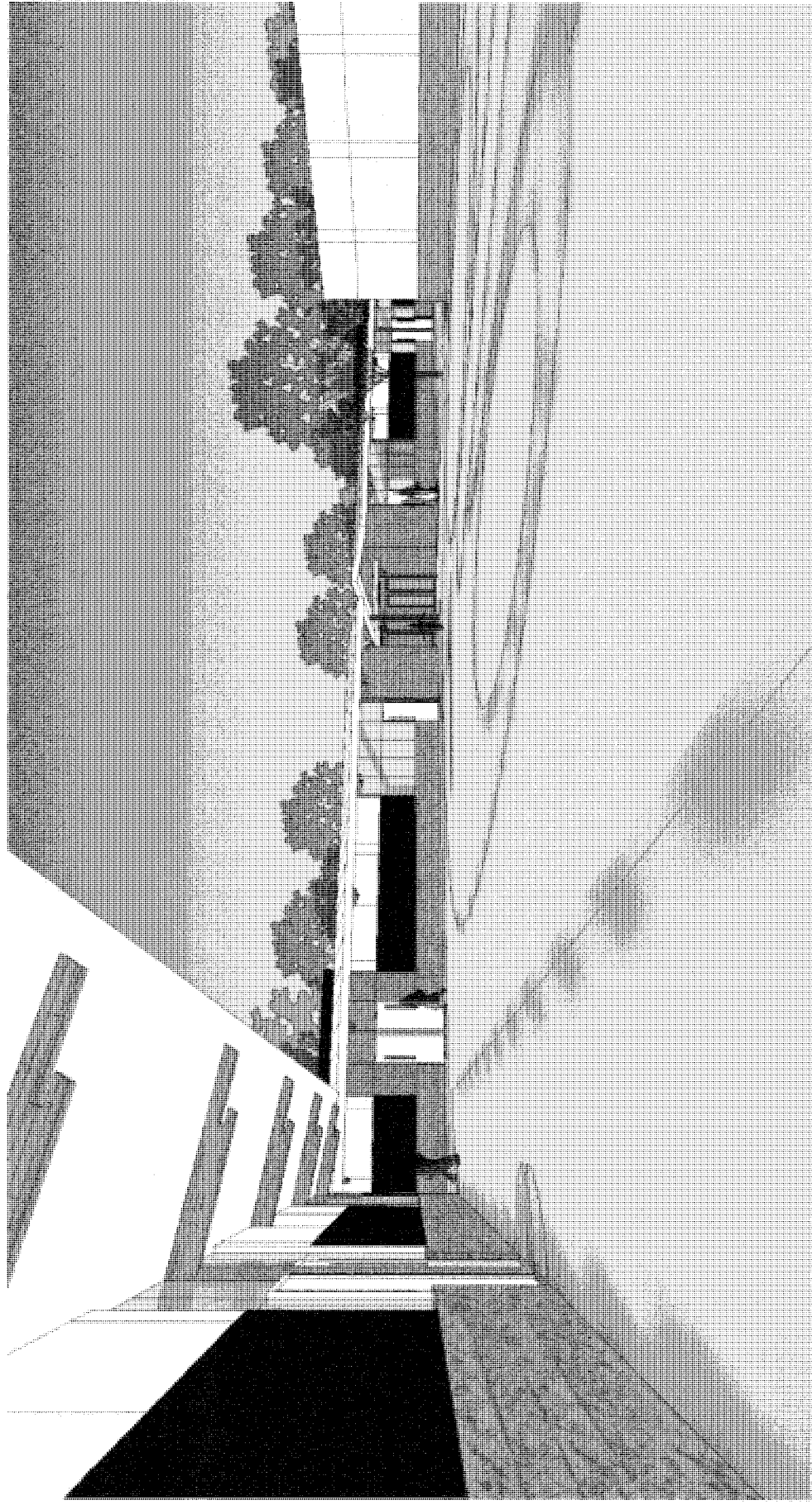
Source: HMC Architects



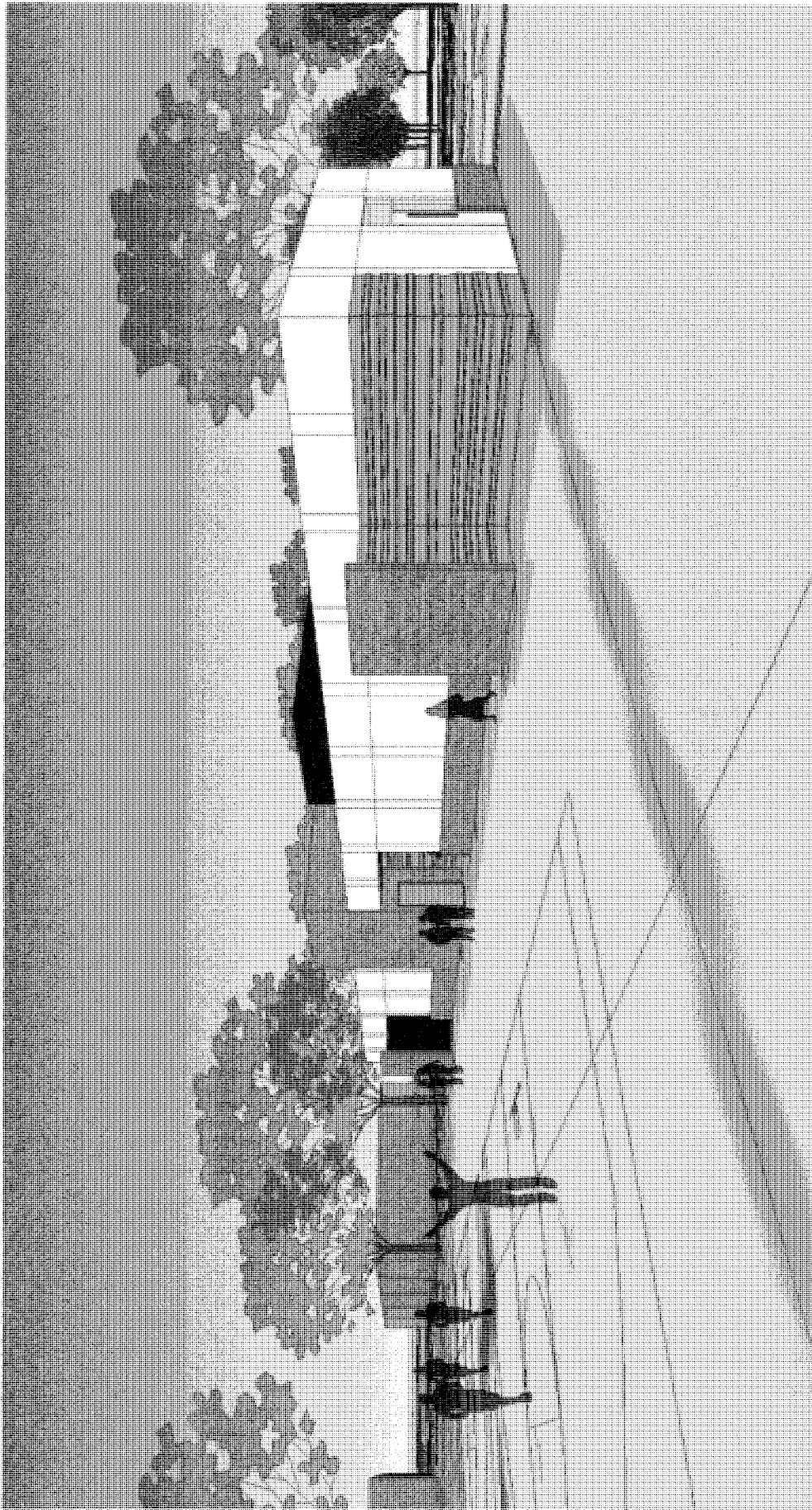
New Esencia K-8 School – Administration; Innovation Lab (Media Center)
Source: HMC Architects



New Esencia K-8 School – Classroom Cluster Outdoor Plaza
Source: HMC Architects



New Esencia K-8 School – Kindergarten Cluster Outdoor Plaza
Source: HMC Architects



New Esencia K-8 School – Classroom Cluster

Source: HMC Architects

Current Project Schedule

2018/2019 School Year Opening (Construction Completed)

Programming/Planning Phase: May 1, 2014 through August 28, 2015 (18 months)

Schematic Design Phase: May 4, 2015 through August 28, 2015 (17 weeks)

Milestones

Preliminary CDE Project Submittal: Week of August 24th, 2015

Preliminary County of Orange Fire Department review meeting: Week of August 10th, 2015

Schematic Design Submittal: August 28, 2015

Design Development Phase: September 1, 2015 through November 24, 2015 (12 weeks)

Milestones:

Preliminary DSA project review meeting: Week of September 14th, 2015

Design Development Submittal: November 24, 2015

Construction Document Phase: November 30, 2015 through December 23, 2016

Milestones:

Construction Document Development: November 30, 2015 through April 8, 2016 (18 weeks)

Submit Construction Documents to Agency for Review & Approval: April 12, 2016

Submit to DSA: April 12, 2016

Submit to the County of Orange Health Dept.: April 12, 2016

Agency Review and Approval: April 12, 2016 through December 23, 2016 (9 months)

Anticipated DSA Approval: December 23, 2016

Anticipated Health Department Approval: December 23, 2016

Bidding and Award: January 2017 through March 2017

Construction Administration: May 2017 through June 2018 (13 months)

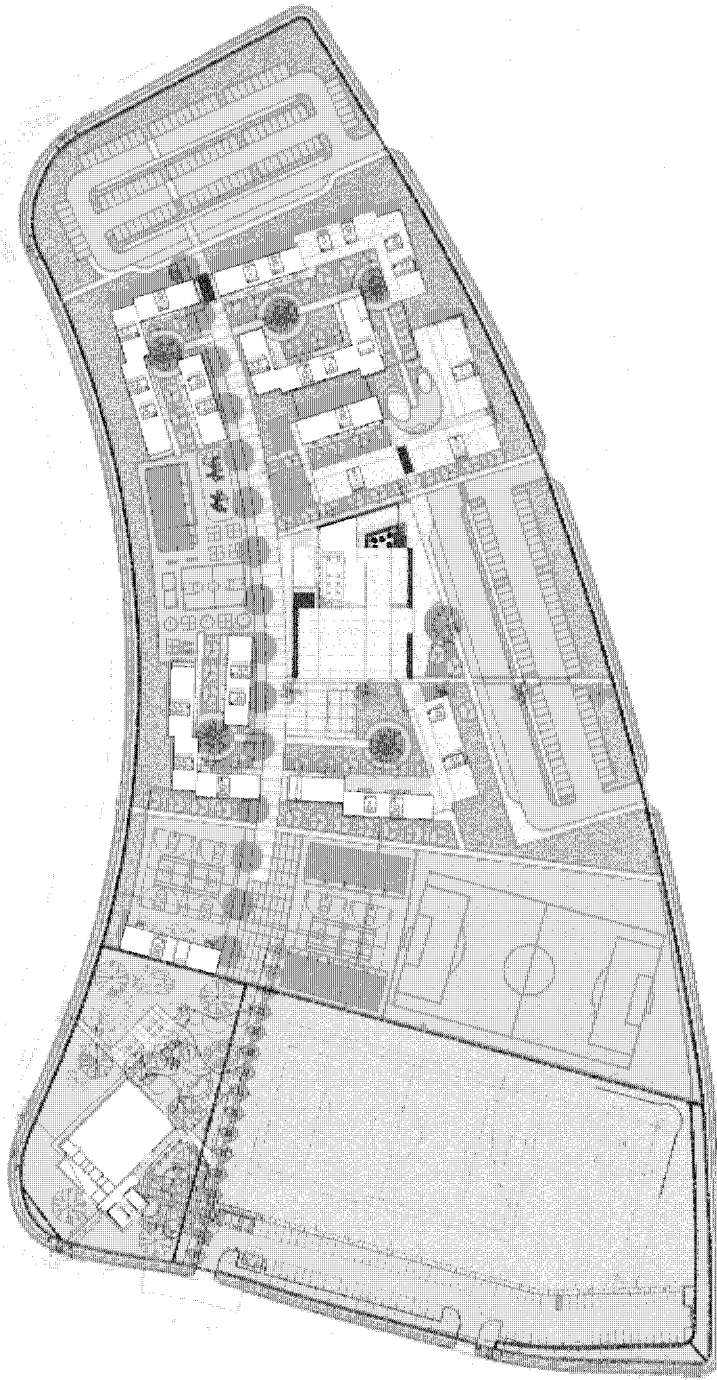
School open: 2018/2019 school year.

Post Construction Evaluation Phase: +11 months after substantial completion and before warranty period is over.



Questions & Answers

Thank you!



**MEMORANDUM OF UNDERSTANDING
REGARDING
SCHOOL FACILITIES AND FUNDING AGREEMENT
AND OPTION TO PURCHASE SCHOOL SITE**

1. **Parties.** This Memorandum of Understanding (“MOU”) is between the Capistrano Unified School District (“School District”), on the one hand, and RMV Community Development, LLC and RMV PA2 Development, LLC (collectively, “Developers”), and pertains to and clarifies the School Facilities and Funding Agreement and Option to Purchase School Site (“SFF/Agreement”) executed in 2013 by the School District, Developers, and other entities related to Developers. School District and Developers are referred to herein collectively as the “Parties.” (Capitalized terms used in this MOU that are not otherwise defined shall have the meaning ascribed to them in the SFF/Agreement.)

2. **PA2 School Design and Construction.** The Parties agree and understand that pursuant to the SFF/Agreement, the PA2 School shall be designed as described in Exhibit A attached hereto such that it can be bid and constructed in phases, and with alternative construction methods (*i.e.*, permanent or modular construction), if necessary. The Parties have agreed on four different alternatives (each, an “Alternative”) for the PA2 School that are briefly described in order of preference as follows:

- **Alternative #1:** 100% permanent construction and built in a single phase, as depicted in Exhibit A.
- **Alternative #2:** Permanent core facilities and modular classrooms and built in a single phase, as depicted in Exhibit A.
- **Alternative #3:** 100% permanent construction built in an initial K-5 phase, and a second phase of permanent 6-8 classrooms and other ancillary facilities to be constructed later, as depicted in Exhibit A.
- **Alternative #4:** Permanent core facilities and modular classrooms built in an initial K-5 phase, and a second phase of 6-8 classrooms and other ancillary facilities to be constructed later, as depicted in Exhibit A.

School District shall prepare and process, through DSA, construction plans for Alternative #1 and Alternative #3, with 100% permanent facilities, but with the understanding that if Alternative #2 or Alternative #4 is utilized, that the construction plans subsequently will be amended accordingly using DSA pre-approved plans for the modular classrooms.

The Parties have agreed on the provisions in Section 3 of this MOU in order to facilitate construction of the most preferred Alternative taking into account all available Funding Sources.

3. PA2 School Financing.

(a) The Parties understand that the County has been designated as the lead agency to form a community facilities district (“CFD”) encompassing a portion of PA2 and will most likely be the lead agency in the formation of one or more CFDs encompassing the remainder of PA2.

(b) The Parties further understand that the County implements a special tax levy policy (“Policy”) whereby any annual special tax collections that are in excess of the amount required to pay annual debt service, administrative expenses, or replenishment of the reserve fund for outstanding debt issuances shall be applied to reduce the subsequent year’s special tax levy. As a result of this Policy and School District’s desire for the County to levy and for School District to receive excess special taxes collected by the CFD consistent with the SFF/Agreement, the Developers acknowledge that such requested terms of the SFF/Agreement for special tax remainder funds were not acceptable to the County and therefore, the School District was not a party to the proposed joint community facilities agreement (“JCFA”) with the County and Developers relating to the first CFD .

(c) In order to implement the provisions of Section 6.5 of the SFF/Agreement, provide greater certainty in the financing of the PA2 School and optimize the use of available Funding Sources to allow for construction of the PA2 School, the Parties agree as follows:

(i) School District agrees to execute, within thirty days after Developer’s written request, a JCFA that does not provide for an allocation of CFD Special Tax Remainder Funds to School District, in substantially the form attached to this MOU as Exhibit B, for each CFD to be formed encompassing the portions of PA2 that have not been included in the first CFD. The dollar amounts to be inserted in Recitals F and G of each JCFA shall be determined by the Developers. The Developers acknowledge that their choice of such dollar amounts shall not in any way change the Project Funding Amount for the PA2 School, as adjusted pursuant to the SFF/Agreement. It is expected that the County will be the lead agency for each CFD. If, however, another public agency, such as the Santa Margarita Water District, will be the lead agency for a CFD in PA2, School District agrees to enter into a JCFA with that agency if its substantive terms substantially conform to the terms of the JCFA attached to this MOU as Exhibit B.

(ii) The Alternative actually constructed will be the most preferred Alternative for which the total actual costs (excluding land) are equal to or less than the total of (i) the Project Funding Amount, as adjusted pursuant to the SFF/Agreement as of the Funding Threshold for the PA2 School plus (ii) the amount of State Funds, Local Funds and Federal Funds received by the School District, excluding State Funds received for the acquisition of the PA2 School Site. Notwithstanding the Alternative constructed, or any other provisions of this MOU to the contrary, the School District acknowledges the provisions of Sections 3.7 and 3.8 shall remain unchanged and are not affected by this MOU.

4. SFF/Agreement. Except as modified by the provisions of this MOU, all terms and conditions of the SFF/Agreement remain unchanged. In the event of a conflict between the provisions of this MOU and the SFF/Agreement, the MOU shall prevail.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
President, Board of Trustees

By: _____
Clerk, Board of Trustees

**RMV COMMUNITY DEVELOPMENT, LLC,
a California limited liability company**

By: Rancho Mission Viejo, L.L.C.,
a Delaware limited liability company,
its authorized agent and manager

By: _____

By: _____

**RMV PA2 DEVELOPMENT, LLC, a
California limited liability company**

By: Rancho Mission Viejo, L.L.C.,
a Delaware limited liability company,
its authorized agent and manager

By: _____

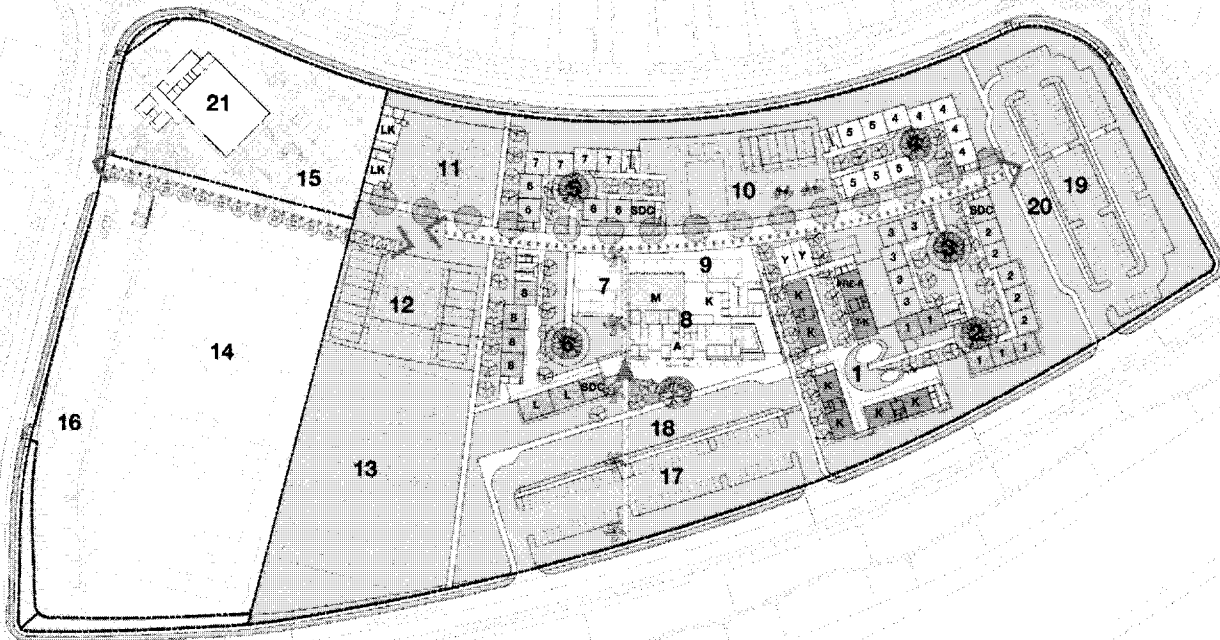
By: _____

EXHIBIT A
PA2 SCHOOL

- K** KINDERGARTEN CLASSROOMS
- 1** 1ST GRADE CLASSROOMS
- 2** 2ND GRADE CLASSROOMS
- 3** 3RD GRADE CLASSROOMS
- 4** 4TH GRADE CLASSROOMS
- 5** 5TH GRADE CLASSROOMS
- 6** 6TH GRADE CLASSROOMS
- 7** 7TH GRADE CLASSROOMS
- 8** 8TH GRADE CLASSROOMS / SCIENCE LABS
- SDC** SPECIAL DAY CLASS
- L** SCIENCE LAB
- M** MEDIA FACILITIES / PHYSICAL EDUCATION
- A** ADMINISTRATION
- K** KITCHEN / RESTROOMS / UTILITIES
- Y** AFTER-SCHOOL PORTABLES (YMCA)
- INTERIM HOUSING (400)

- 1** KINDERGARTEN PLAY AREA
- 2** 1ST & 2ND GRADE VILLAGE
- 3** 3RD GRADE VILLAGE
- 4** 4TH & 5TH GRADE VILLAGE
- 5** 6TH & 7TH GRADE VILLAGE
- 6** 8TH GRADE VILLAGE
- 7** OUTDOOR DINING SPACE
- 8** ADMINISTRATION BUILDING
- 9** OUTDOOR DINING PLAZA
- 10** ELEMENTARY SCHOOL HARD COURTS
- 11** MIDDLE SCHOOL HARD COURTS
- 12** MIDDLE SCHOOL ATHLETIC COURTS
- 13** SCHOOL FIELDS
- 14** SHARED FIELDS
- 15** M.P. BUILDING PLAY AREA
- 16** MPR/SPORTS PARKING (69)
- 17** VISITOR / STAFF PARKING (74)
- 18** PARENT DROP OFF
- 19** STAFF / OVERFLOW PARKING (102)
- 20** BUS DROP OFF
- 21** SHARED M.P. BUILDING

- ▲** MAIN ENTRY
- PEDESTRIAN PROMENADE



MASTER PLAN K-8 (1200 STUDENTS)
 (NOT TO EXCEED 75,850 SQUARE FEET (EXCLUSIVE OF THE SHARED M.P. BUILDING))

PERMANENT CORE CONSTRUCTION DESIGN
 ALTERNATIVE PERMANENT CLASSROOMS OR MODULAR CLASSROOMS
 INTERIM CLASSROOMS FOR AN ADDITIONAL 400 (TOTAL 1600 STUDENTS)

JOINT COMMUNITY FACILITIES AGREEMENT

among

COUNTY OF ORANGE

and

CAPISTRANO UNIFIED SCHOOL DISTRICT

and

[RMV PA 2 DEVELOPMENT, LLC],

a Delaware Limited Liability Company

relating to

COMMUNITY FACILITIES DISTRICT NO. _____

OF THE COUNTY OF ORANGE

(_____)

JOINT COMMUNITY FACILITIES AGREEMENT

THIS JOINT COMMUNITY FACILITIES AGREEMENT (the "Agreement") is entered into effective as of the 1st day of _____, _____, by and among the COUNTY OF ORANGE, a political subdivision of the State of California (the "County"), the CAPISTRANO UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("CUSD"), and [RMV PA 2 DEVELOPMENT, LLC], a Delaware limited liability company (the "Company"), and relates to the proposed formation by the County of COMMUNITY FACILITIES DISTRICT NO. _____ OF THE COUNTY OF ORANGE (_____) (the "District") for the purpose of financing certain facilities more particularly described on Exhibit A hereto (the "School Facilities") to be constructed by, or on behalf of, CUSD.

RECITALS:

A. The Company is the master developer of the land described in Exhibit B hereto (the "Property") which is located in the unincorporated area of the County of Orange and is being developed into the master-planned community known as "_____."

B. The Company as the master developer of the Property intends to obtain, or has obtained, the necessary development approvals to construct approximately 1,102 residential units and 15 acres of commercial improvements on the Property and to provide the required infrastructure for such units and improvements.

C. The County will have primary responsibility for the formation and administration of the District.

D. The Company has requested the Board of Supervisors of the County (the "Board") to form and establish the District on a portion of the Property pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with Section 53311) of Part I of Division 2 of Title 5 of the California Government Code (the "Act").

E. The provision of the School Facilities is necessitated by the development of the Property and the parties hereto find and determine that the residents residing within the boundaries of the District will be benefited by the construction and/or acquisition of the School Facilities and that this Agreement is beneficial to the interests of such residents and other residents of the County and School District.

F. The Company and CUSD have entered into that certain agreement entitled, "School Facilities and Funding Agreement and Option to Purchase School Site by and among Capistrano Unified School District and RMV Community Development, LLC, et al." dated November 6, 2013, as it may be amended ("School Facilities Agreement"), which memorializes the agreement between the Company and CUSD with respect to, among other things, the funding of the School Facilities from various sources including, without limitation, the proceeds of bonds of the District. The parties hereto intend to have the District assist in financing the construction and/or acquisition of the School Facilities by disbursing to CUSD proceeds of bonds issued by the District up to the amount of \$_____ (the "School Facilities Amount").

G. The District, when formed, is authorized by California Government Code Section 53313.5 to assist in the financing of the acquisition and/or construction of the School Facilities. This Agreement constitutes a joint community facilities agreement, within the meaning of California Government Code Section 53316.2, by and among the County, CUSD and the Company, pursuant to which the District, when formed, will be authorized to finance the costs of the construction and/or acquisition of the School Facilities in the amount of up to \$ _____. As authorized by California Government Code Section 53316.6, responsibility for constructing and/or acquiring, providing for and operating the School Facilities is delegated to CUSD to the extent set forth herein.

H. The parties hereto intend to have the District assist in financing the School Facilities by transferring to CUSD (or directly to others at CUSD's request) a portion of the bond proceeds of the District, in accordance with the terms of this Agreement and pursuant to the Act.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. Recitals. Each of the above recitals is incorporated herein and is true and correct.
2. Proposed Formation of the District. At the request of the Company, the County will undertake to analyze the appropriateness of forming the District to finance the School Facilities and other facilities. The County will retain, at the Company's expense, the necessary consultants to analyze the proposed formation of the District, including an engineer, special tax consultant, bond counsel, appraiser and other consultants deemed necessary by the County.
3. Sale of Bonds and Use of Proceeds. The purpose of this Agreement is to provide a mechanism by which the Company may request the District to issue bonds to provide funds to finance the School Facilities.

In the event that the District is formed, the Board of the County, acting as the legislative body of the District, may, in its sole discretion, finance the construction and acquisition of the School Facilities by issuing bonds (the "Bonds"). To the extent that the District determines, in its sole discretion, that Bond proceeds are available to finance the School Facilities, it shall reserve an amount not to exceed the School Facilities Amount for such purpose; provided, however, that CUSD agrees that, without the prior written consent of the Company, the School Facilities Amount to be funded by the District shall not exceed \$ _____. Upon consent of the Company, the School Facilities Amount may be increased. In the event that any proceeds of the Bonds (including interest earnings thereon) reserved to pay for School Facilities have not been disbursed by the date that is thirty-four (34) months following the date of issuance of the Bonds, the District may, in its sole discretion, apply any remaining undisbursed amount to pay principal due on the Bonds at maturity or by redemption.

The Company and CUSD acknowledge that the timing of the disbursement of the School Facilities Amount to CUSD (or directly to others at CUSD's request) shall be in all respects subject to the sole discretion and approval of the County. In no event will an act, or an omission or failure to act, by the County or the District with respect to the disbursement or non-

disbursement of the School Facilities Amount subject the District or the County to pecuniary liability hereunder.

The Bonds shall be issued only if, in its sole discretion, the Board determines that all requirements of state and federal law and all County policies have been satisfied or have been waived by the County. In no event shall the Company or CUSD have a right to compel the issuance of the Bonds. This Agreement does not release Company from any obligation it may have to provide any School Facilities.

4. Disbursements.

(a) Bond proceeds of the District designated for the School Facilities shall be held by the District in a special fund (the "School Facilities Account of the Acquisition and Construction Fund") which shall be invested by the County Treasurer and earn and accumulate its own interest. In the event that the District has deposited Bond proceeds to the School Facilities Account of the Acquisition and Construction Fund to fund all or a portion of the School Facilities Amount, the County shall notify CUSD and the Company, in writing, as to the amount of Bond proceeds so deposited. All interest earnings on amounts in the School Facilities Account of the Acquisition and Construction Fund shall remain in the School Facilities Account and will be available for disbursement for the School Facilities as described below.

(b) The Treasurer shall make disbursements from the School Facilities Account of the Acquisition and Construction Fund in accordance with the terms of this Agreement and neither the County nor the District shall be responsible to CUSD for costs incurred by CUSD as a result of withheld or delayed disbursements.

(c) CUSD agrees that it will request a disbursement of Bond proceeds only in accordance with the School Facilities Agreement and only for costs related to the School Facilities that are eligible for financing under the Act, which include the costs of acquiring land for the School Facilities, constructing or acquiring the School Facilities including the cost of planning and designing the School Facilities, the cost of environmental evaluation of the School Facilities, the cost of furnishing and equipping the School Facilities, and other expenses incidental to the construction, completion and inspection of the authorized work. CUSD agrees that prior to requesting disbursement from the District it shall review and approve all costs included in its request, and either CUSD or third parties constructing the School Facilities will have already paid or incurred such costs of the School Facilities. Bond proceeds shall be paid directly to CUSD only to reimburse it for costs previously paid by CUSD. All other Bond proceeds to be disbursed shall be paid at the direction of CUSD to third parties, which may include the Company, who have previously paid or incurred costs of the School Facilities. CUSD agrees that in processing disbursements it will comply with all legal requirements for the expenditure of Bond proceeds under the Act and the Internal Revenue Code of 1986 and any amendments thereto. Further, the Company agrees that if it requests that CUSD make any submissions for a disbursement under this Agreement for any School Facilities constructed by the Company, the Company will have already paid for or incurred the costs included in such disbursement request, and the Company will comply with all legal requirements for the expenditure of Bond proceeds under the Act and the Internal Revenue Code of 1986 and any amendments thereto in connection with the construction of such School Facilities. Without

limiting the foregoing, if CUSD elects to purchase the School Facilities from a third party, CUSD may request disbursements in connection with improvements based upon the discrete portion or phases of a partially completed project as set forth on Exhibit A and as permitted by California Government Code Section 53313.51. In such event, (i) the discrete portions or phases shall be constructed pursuant to plans, standards, specifications and other requirements that satisfy the provisions of Section 5 below, (ii) the price for each discrete portion or phase shall equal the lesser of the cost or the value thereof, and shall be in no event in excess of the amount set forth on Exhibit A, and (iii) CUSD shall have inspected and approved of such discrete portion or phase and accepted conveyance or dedication thereof (or shall have an irrevocable commitment to convey or dedicate for CUSD's benefit), all pursuant to CUSD's normal procedures and in accordance with California Government Code Section 53313.51.

(d) CUSD will not use or permit the School Facilities to be used for any activity that would constitute a "Private Use" in violation of legal requirements for the expenditure of Bond proceeds under the Act and the Internal Revenue Code of 1986 and any amendments thereto. CUSD understands (i) that the term "Private Use" means any activity that constitutes a trade or business that is carried on by persons or entities, other than governmental entities; (ii) that the leasing of the School Facilities or access by persons or entities other than a governmental unit to the School Facilities on a basis other than as a member of the general public ("General Public Use") would constitute a Private Use; and (iii) that the use of the School Facilities in a trade or business would constitute a General Public Use only if the School Facilities are intended to be available and are in fact reasonably available for use on the same basis by natural persons not engaged in a trade or business. CUSD represents to the District that CUSD's employer identification number is _____. As a condition to receiving proceeds of the Bonds pursuant to this Agreement, CUSD agrees that it shall provide to the District a certificate confirming the representations contained in clauses (i) and (ii) of this Section 4(d) and such other matters as the District may reasonably request upon which the District and its bond counsel may rely in connection with the issuance of such Bonds and their conclusion that interest on such Bonds is not included in gross income for purposes of federal income taxation.

(e) CUSD agrees to maintain adequate internal controls over its payment function and to maintain accounting records in accordance with generally accepted accounting procedures. The District and the County shall have the right to conduct their own audit of CUSD's records related to the expenditure of the School Facilities Amount at reasonable times during normal business hours.

(f) CUSD shall submit a request for payment to the District along with adequate supporting documentation acceptable to the District which shall be in the form attached hereto as Exhibit C (a "Disbursement Request"), which shall be signed by _____, or written designee, and which shall be for the exact amount to be reimbursed to CUSD (or to other parties, with the name and address to which such reimbursement should be made), which costs shall in no event exceed the amount remaining on deposit in the School Facilities Account of the Acquisition and Construction Fund. Upon receipt of an approved Disbursement Request completed in accordance with the terms of this Agreement, the Treasurer of the County shall transfer such portion of requested funds in an ACH transaction (or, in his discretion, issue a warrant if the transfer is less than \$50,000) as are then available for release pursuant to the

documents pursuant to which the Bonds are issued to CUSD's bank account (or to such other party or such other parties' bank account, as directed by CUSD).

(g) If, for any reason whatsoever, there are insufficient funds to complete the School Facilities, or any portion thereof, neither the County, nor the District shall have any obligation to fund any such shortfall under this Agreement.

5. Construction and Ownership of Facilities. CUSD will complete, or cause the Company to complete, the design of the School Facilities and the plans and specifications for construction of the School Facilities and will be responsible for constructing, or causing the Company to construct, the School Facilities, and will be responsible for inspecting the School Facilities. CUSD covenants and agrees that with respect to the School Facilities it will comply with all statutory provisions applicable to the design and construction of public works projects. The School Facilities shall be and remain the property of CUSD.

6. Indemnification. The County shall assume the defense of, indemnify and save harmless, CUSD, its officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of the County with respect to this Agreement and the issuance of the Bonds. No provision of this Agreement shall in any way limit the extent of the County's responsibility for payment of damages resulting from the operations of the County and its contractors; provided, however, that the County shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their agents or employees. CUSD shall assume the defense of, indemnify and save harmless, the County, its officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of CUSD with respect to this Agreement, the use of proceeds of the Bonds by CUSD pursuant to this Agreement and the design, engineering, inspection, construction, acquisition and operation of the School Facilities. No provision of this Agreement shall in any way limit the extent of CUSD's responsibility for payment of damages resulting from the operations of CUSD and its contractors; provided, however, that CUSD shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their agents or employees.

7. Allocation of Special Taxes. The Board, as the legislative body of the District, shall annually levy a special tax as provided for in the formation proceedings of the District. The entire amount of any special tax levied by the District to repay Bonds, or to fund other obligations, shall be allocated to the District.

8. Amendment. This Agreement may be amended at any time but only in writing signed by each party hereto.

9. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the parties with respect to the subject matter of this Agreement.

10. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or seventy-two hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid, addressed as follows:

County: Orange County Public Works Department
300 N. Flower Street, 6th Floor
Santa Ana, California 92701
Attn: Planned Communities Division Manager

With a copy to: County of Orange
10 Civic Center Plaza, 3rd Floor
Santa Ana, California 92701
Attn: County Executive Office-Public Finance

CUSD: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675
Attention: Superintendent

Company: [RMV PA 2 Development, LLC]
c/o Rancho Mission Viejo
28811 Ortega Highway
San Juan Capistrano, California 92693
Attn: Elise Millington

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other parties hereto.

11. Exhibits. All exhibits attached hereto are incorporated into this Agreement by reference.

12. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

13. Governing Law and Venue. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

14. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other parties hereto, or the failure by a party to exercise its rights upon the default of another party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other parties with the terms of this Agreement thereafter.

15. No Third Party Beneficiaries. No person or entity other than the District, when and if formed, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than CUSD, the County, the District and the Company (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

16. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and first year written above.

COUNTY OF ORANGE

By: _____
Chair of the Board of Supervisors

APPROVED AS TO FORM
Office of County Counsel
Orange County California

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF THE BOARD PER
G.C. SEC 25103, RESOLUTION 79-1535

By: _____
Deputy

By: _____
Clerk of the Board of Supervisors
County of Orange, California

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Its: _____

By: _____
Its: _____

Approved as to Form:

By: _____

[RMV PA 2 DEVELOPMENT, LLC], a Delaware
limited liability company

By: RANCHO MISSION VIEJO, LLC, a
Delaware limited liability company, its
authorized agent and manager

By: _____

By: _____

Exempt from recording fees per

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G.C. Section #6103

Recording Requested by and when recorded, please mail to:

Capistrano Unified School District
Facilities Planning Department
33122 Valle Road
San Juan Capistrano, CA 92675



NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN, That the CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Bid No. 1415-20, Dana Hills High School New Portable Wrestling Room Building, New Portable Restroom Building and Associated Site Work, the contract, for the doing of which was heretofore entered into on the 28th day of May, 2015, which contract was made with R. Jensen Company, Incorporated as Contractor; that said improvements have been completed pursuant to said Contract and accepted on the 23rd day of September 2015, by the Governing Board of said District; that title to said property vests in the CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California; that the surety for the above named Contractor is Contractors Bonding and Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Bid No. 1415-20, Dana Hills High School New Portable Wrestling Room Building, New Portable Restroom Building and Associated Site Work.

CAPISTRANO UNIFIED SCHOOL DISTRICT OF ORANGE COUNTY, CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss

By: _____
Kirsten M. Vital, Superintendent
Capistrano Unified School District

Kirsten M. Vital, being first duly sworn, deposes and says:

That she is the Superintendent of CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California;

That the CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California, is the owner of said property described in the foregoing notice;

That she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true.

Kirsten M. Vital, Superintendent
Capistrano Unified School District

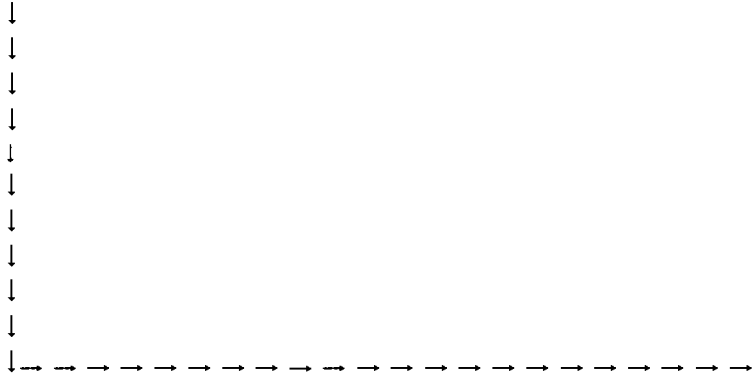
Exempt from recording fees per

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G.C. Section #6103

Recording Requested by and when recorded, please mail to:

Capistrano Unified School District
Facilities Planning Department
33122 Valle Road
San Juan Capistrano, CA 92675



NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN, That the CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Bid No. 1415-21, Oxford Preparatory Academy New Portable Restroom Building and Associated Site Work, the contract, for the doing of which was heretofore entered into on the 28th day of May, 2015, which contract was made with George A. Dominguez dba G.A. Dominguez as Contractor; that said improvements have been completed pursuant to said Contract and accepted on the 23rd day of September 2015, by the Governing Board of said District; that title to said property vests in the CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California; that the surety for the above named Contractor is SureTec Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Bid No. 1415-21, Oxford Preparatory Academy New Portable Restroom Building and Associated Site Work.

CAPISTRANO UNIFIED SCHOOL DISTRICT OF ORANGE COUNTY, CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss

By: _____
Kirsten M. Vital, Superintendent
Capistrano Unified School District

Kirsten M. Vital, being first duly sworn, deposes and says:

That she is the Superintendent of CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California;

That the CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California, is the owner of said property described in the foregoing notice;

That she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true.

Kirsten M. Vital, Superintendent
Capistrano Unified School District

EXHIBIT 27

CAPISTRANO UNIFIED SCHOOL DISTRICT
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2015, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, SUPERINTENDENT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work and SUPERINTENDENT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, SUPERINTENDENT shall provide the following services for Special Education Services:

1 1.1 Provide the services of Jane Vogel for functional
2 vision assessments and consultations for students.

3 2.0 TERM. This AGREEMENT shall commence on July 1, 2015, and end
4 on June 30, 2016, subject to termination as set forth in Section 9.0
5 of this AGREEMENT.

6 3.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services
7 satisfactorily performed pursuant to Section 1.0 of this AGREEMENT
8 the sum Five thousand dollars (\$5,000.00) for services satisfactorily
9 rendered pursuant to Section 1.0 of this AGREEMENT. Payment shall be
10 made at the rate of One hundred thirty-five dollars (\$135.00) per
11 hour. Payment shall be mailed to: Orange County Superintendent of
12 Schools, Attn: Accounting Manager, 200 Kalmus Drive, Costa Mesa,
13 California 92626-9050, or at such other place as SUPERINTENDENT may
14 designate in writing.

15 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
16 this AGREEMENT, shall be and act as an independent contractor.
17 SUPERINTENDENT understands and agrees that SUPERINTENDENT and
18 SUPERINTENDENT'S employees shall not be considered officers,
19 employees or agents of the DISTRICT and are not entitled to benefits
20 of any kind or nature normally provided employees of the DISTRICT
21 and/or to which DISTRICT'S employees are normally entitled,
22 including, but not limited to, State Unemployment Compensation or
23 Workers' Compensation. SUPERINTENDENT assumes the full responsibility
24 for the acts and/or omissions of its employees or agents as they
25 relate to the services to be provided under this AGREEMENT.
SUPERINTENDENT shall assume full responsibility for payment of all

1 federal, state and local taxes or contributions, including
2 unemployment insurance, social security and income taxes with respect
3 to SUPERINTENDENT'S employees.

4 5.0 HOLD HARMLESS.

5 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
6 hold harmless DISTRICT, its Governing Board, officers, agents, and
7 employees from liability and claims of liability for bodily injury,
8 personal injury, sickness, disease, or death of any person or
9 persons, or damage to any property, real personal, tangible or
10 intangible, arising out of the negligent acts or omissions of
11 employees, agents or officers of SUPERINTENDENT or the Orange County
12 Board of Education during the period of this AGREEMENT.

13 B. DISTRICT hereby agrees to indemnify, defend, and hold
14 harmless SUPERINTENDENT, the Orange County Board of Education, and
15 its officers, agents, and employees from liability and claims of
16 liability for bodily injury, personal injury, sickness, disease, or
17 death of any person or persons, or damage to any property, real,
18 personal, tangible or intangible, arising out of the negligent acts
19 or omissions of employees, agents or officers of DISTRICT during the
20 period of this AGREEMENT.

21 6.0 ASSIGNMENT. SUPERINTENDENT or DISTRICT shall not subcontract
22 or assign the performance of any of the services in this AGREEMENT
23 with out prior written approval of the party.

24 7.0 TOBACCO USE POLICY. In the interest of public health, the
25 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
use of any tobacco products are prohibited in buildings and vehicles,

1 and on any property owned, leased or contracted for by the
2 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
3 abide with conditions of this policy could result in the termination
4 of this AGREEMENT.

5 8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
6 they will not engage in unlawful discrimination in employment of
7 persons because of race, color, religious creed, national origin,
8 ancestry, physical handicap, medical condition, marital status, or
9 sex of such persons.

10 9.0 TERMINATION. Either party may terminate this AGREEMENT with
11 or without reason with the giving of thirty (30) days written notice
12 to the other party. DISTRICT shall compensate SUPERINTENDENT only
13 for services satisfactorily rendered to the date of termination.
14 Written notice by DISTRICT shall be sufficient to stop further
15 performance of services by SUPERINTENDENT. Notice shall be deemed
16 given when received by the SUPERINTENDENT or DISTRICT or no later
17 than three (3) days after the day of mailing, whichever is sooner.

18 10.0 NOTICE. All notices or demands to be given under this
19 AGREEMENT by either party to the other, shall be in writing and given
20 either by: (a) personal service or (b) by U.S. Mail, mailed either by
21 registered or certified mail, return receipt requested, with postage
22 prepaid. Service shall be considered given when received if
23 personally served or if mailed on the third day after deposit in any
24 U.S. Post Office. The address to which notices or demands may be
25 given by either party may be changed by written notice given in

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

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

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

8 11.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to
9 seek redress for violation of, or to insist upon, the strict
10 performance of any term or condition of this AGREEMENT shall not be
11 deemed a waiver by that party of such term or condition, or prevent a
12 subsequent similar act from again constituting a violation of such
13 term or condition.

14 12.0 SEVERABILITY. If any term, condition or provision of this
15 AGREEMENT is held by a court of competent jurisdiction to be invalid,
16 void, or unenforceable, the remaining provisions will nevertheless
17 continue in full force and effect, and shall not be affected,
18 impaired or invalidated in any way.

19 13.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
20 shall be governed by the laws of the State of California with venue
21 in Orange County, California.

22 14.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
23 attached hereto constitute the entire agreement among the Parties to
24 it and supersedes any prior or contemporaneous understanding or
25 agreement with respect to the services contemplated, and may be

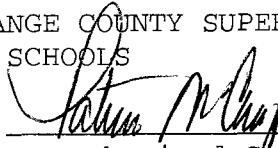
1 amended only by a written amendment executed by both Parties to the
2 AGREEMENT.

3 IN WITNESS WHEREOF, the Parties hereto set their hands.

4 DISTRICT: CAPISTRANO UNIFIED
5 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

6 BY: _____
Authorized Signature

BY:  _____
Authorized Signature

7 PRINTED NAME: Lynh N. Rust

PRINTED NAME: Patricia McCaughey

8 TITLE: Executive Director, Contracts &
Purchasing

TITLE: Coordinator

9 DATE: _____

DATE: August 10, 2015

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CapoUSD-Income-JaneVogel (42018)16
ZIP6

CAPISTRANO UNIFIED SCHOOL DISTRICT
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2015, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, SUPERINTENDENT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work and SUPERINTENDENT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, SUPERINTENDENT shall provide the following services for Special Education Services:

1 1.1 Provide the services of Hope Therapies for speech
2 and Language services such as assessments and
3 consultations for students.

4 2.0 TERM. This AGREEMENT shall commence on July 1, 2015, and end on
5 June 30, 2016, subject to termination as set forth in Section 9.0 of
6 this AGREEMENT.

7 3.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services
8 satisfactorily performed pursuant to Section 1.0 of this AGREEMENT a
9 total sum not to exceed Ten thousand dollars (\$10,000.00). Payment
10 shall be made at the rate of One hundred twenty-five dollars
11 (\$125.00) per hour. Payment shall be made to SUPERINTENDENT
12 periodically, upon performance of services and receipt and approval
13 of an itemized invoice. Payment shall be mailed to: Orange County
14 Superintendent of Schools, Attn: Accounting Manager, 200 Kalmus
15 Drive, Costa Mesa, California 92626-9050, or at such other place as
16 SUPERINTENDENT may designate in writing.

17 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
18 this AGREEMENT, shall be and act as an independent contractor.
19 SUPERINTENDENT understands and agrees that SUPERINTENDENT and
20 SUPERINTENDENT'S employees shall not be considered officers,
21 employees or agents of the DISTRICT and are not entitled to benefits
22 of any kind or nature normally provided employees of the DISTRICT
23 and/or to which DISTRICT'S employees are normally entitled,
24 including, but not limited to, State Unemployment Compensation or
25 Workers' Compensation. SUPERINTENDENT assumes the full responsibility
for the acts and/or omissions of its employees or agents as they

1 relate to the services to be provided under this AGREEMENT.
2 SUPERINTENDENT shall assume full responsibility for payment of all
3 federal, state and local taxes or contributions, including
4 unemployment insurance, social security and income taxes with respect
5 to SUPERINTENDENT'S employees.

6 5.0 HOLD HARMLESS.

7 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
8 hold harmless DISTRICT, its Governing Board, officers, agents, and
9 employees from liability and claims of liability for bodily injury,
10 personal injury, sickness, disease, or death of any person or
11 persons, or damage to any property, real personal, tangible or
12 intangible, arising out of the negligent acts or omissions of
13 employees, agents or officers of SUPERINTENDENT or the Orange County
14 Board of Education during the period of this AGREEMENT.

15 B. DISTRICT hereby agrees to indemnify, defend, and hold
16 harmless SUPERINTENDENT, the Orange County Board of Education, and
17 its officers, agents, and employees from liability and claims of
18 liability for bodily injury, personal injury, sickness, disease, or
19 death of any person or persons, or damage to any property, real,
20 personal, tangible or intangible, arising out of the negligent acts
21 or omissions of employees, agents or officers of DISTRICT during the
22 period of this AGREEMENT.

23 6.0 ASSIGNMENT. SUPERINTENDENT or DISTRICT shall not subcontract
24 or assign the performance of any of the services in this AGREEMENT
25 with out prior written approval of the party.

1 7.0 TOBACCO USE POLICY. In the interest of public health, the
2 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
3 use of any tobacco products are prohibited in buildings and vehicles,
4 and on any property owned, leased or contracted for by the
5 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
6 abide with conditions of this policy could result in the termination
7 of this AGREEMENT.

8 8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
9 they will not engage in unlawful discrimination in employment of
10 persons because of race, color, religious creed, national origin,
11 ancestry, physical handicap, medical condition, marital status, or
12 sex of such persons.

13 9.0 TERMINATION. Either party may terminate this AGREEMENT with
14 or without reason with the giving of thirty (30) days written notice
15 to the other party. DISTRICT shall compensate SUPERINTENDENT only
16 for services satisfactorily rendered to the date of termination.
17 Written notice by DISTRICT shall be sufficient to stop further
18 performance of services by SUPERINTENDENT. Notice shall be deemed
19 given when received by the SUPERINTENDENT or DISTRICT or no later
20 than three (3) days after the day of mailing, whichever is sooner.

21 10.0 NOTICE. All notices or demands to be given under this
22 AGREEMENT by either party to the other, shall be in writing and given
23 either by: (a) personal service or (b) by U.S. Mail, mailed either by
24 registered or certified mail, return receipt requested, with postage
25 prepaid. Service shall be considered given when received if
personally served or if mailed on the third day after deposit in any

1 U.S. Post Office. The address to which notices or demands may be
2 given by either party may be changed by written notice given in
3 accordance with the notice provisions of this section. At the date
4 of this AGREEMENT, the addresses of the Parties are as follows:

5 DISTRICT: Capistrano Unified School District
33122 Valle Road
6 San Juan Capistrano, California 92675
Attn: CONTRACTS & PURCHASING

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

10 11.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to
11 seek redress for violation of, or to insist upon, the strict
12 performance of any term or condition of this AGREEMENT shall not be
13 deemed a waiver by that party of such term or condition, or prevent a
14 subsequent similar act from again constituting a violation of such
15 term or condition.

16 12.0 SEVERABILITY. If any term, condition or provision of this
17 AGREEMENT is held by a court of competent jurisdiction to be invalid,
18 void, or unenforceable, the remaining provisions will nevertheless
19 continue in full force and effect, and shall not be affected,
20 impaired or invalidated in any way.

21 13.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
22 shall be governed by the laws of the State of California with venue
23 in Orange County, California.

24 14.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
25 attached hereto constitute the entire agreement among the Parties to
it and supersedes any prior or contemporaneous understanding or

1 agreement with respect to the services contemplated, and may be
2 amended only by a written amendment executed by both Parties to the
3 AGREEMENT.

4 IN WITNESS WHEREOF, the Parties hereto set their hands.

5 DISTRICT: CAPISTRANO UNIFIED
6 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

7 BY: _____
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

8 PRINTED NAME: Lynh N. Rust

PRINTED NAME: Patricia McCaughey

9 TITLE: Executive Director Contracts &
Purchasing

TITLE: Coordinator

10 DATE: _____

DATE: August 20, 2015

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16 CUSD-Income-Hope Therapies Serv(42073)16
ZIP6

CAPISTRANO UNIFIED SCHOOL DISTRICT
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2015, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, SUPERINTENDENT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described services 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's Institute for Leadership
2 Development shall provide coaching services to the DISTRICT
3 administrators.

4 2.0 TERM. This AGREEMENT shall commence on July 1, 2015 and end on
5 June 30, 2016, subject to termination set forth in this AGREEMENT.

6 3.0 PAYMENT. DISTRICT agrees to pay the SUPERINTENDENT for services
7 satisfactorily performed pursuant to Section 1.0 of this AGREEMENT a
8 total sum not to exceed Twenty thousand dollars (\$20,000.00).
9 Payment shall be made at the rate of Five thousand dollars
10 (\$5,000.00) per administrator receiving coaching. DISTRICT'S payment
11 to SUPERINTENDENT shall be made upon receipt of an itemized invoice
12 from SUPERINTENDENT. Payment shall be mailed to: Orange County
13 Superintendent of Schools, Attn: Accounting Manager, 200 Kalmus
14 Drive, Costa Mesa, California 92626-9050, or at such other place as
15 SUPERINTENDENT may designate in writing.

16 4.0 EXPENSES. DISTRICT shall not be liable to SUPERINTENDENT for
17 any costs or expenses paid or incurred by SUPERINTENDENT in
18 performing services for DISTRICT, except as follows: N/A.

19 5.0 MATERIALS. SUPERINTENDENT shall furnish, at his/her own
20 expense, all labor, materials, equipment, supplies and other items
21 necessary to complete the services to be provided pursuant to this
22 AGREEMENT, except as follows: N/A.

23 6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
24 this AGREEMENT, shall be and act as an independent contractor.
25 SUPERINTENDENT understands and agrees that he/she and all of his/her
employees shall not be considered officers, employees or agents of

1 the DISTRICT, and are not entitled to benefits of any kind or nature
2 normally provided employees of the DISTRICT and/or to which
3 DISTRICT'S employees are normally entitled, including, but not
4 limited to, State Unemployment Compensation or Workers'
5 Compensation. SUPERINTENDENT assumes the full responsibility for the
6 acts and/or omissions of his/her employees or agents as they relate
7 to the services to be provided under this AGREEMENT. SUPERINTENDENT
8 shall assume full responsibility for payment of all federal, state
9 and local taxes or contributions, including unemployment insurance,
10 social security and income taxes with respect to SUPERINTENDENT'S
11 employees.

12 7.0 HOLD HARMLESS.

13 A. SUPERINTENDENT agrees to and does hereby indemnify,
14 defend, and hold harmless DISTRICT, its Governing Board, officers,
15 agents and employees from liability and claims of liability for
16 bodily injury, personal injury, sickness, disease, or death of any
17 person or persons, or damage to any property, real personal, tangible
18 or intangible, arising out of the negligent acts or omissions of
19 employees, agents or officers of SUPERINTENDENT or the Orange County
20 Board of education during the period of this AGREEMENT.

21 B. DISTRICT agrees to and does hereby indemnify, defend,
22 and hold harmless SUPERINTENDENT, the Orange County Board of
23 Education, and its officers, agents and employees from liability and
24 claims of liability for bodily injury, personal injury, sickness,
25 disease, or death of any person or persons, or damage to any
property, real personal, tangible or intangible, arising out of the

1 negligent acts or omissions of its Governing Board, employees, agents
2 or officers of DISTRICT during the period of this AGREEMENT.

3 8.0 ASSIGNMENT. The obligations of SUPERINTENDENT pursuant to this
4 AGREEMENT shall not be assigned by SUPERINTENDENT without prior
5 written approval of DISTRICT.

6 9.0 TOBACCO USE POLICY. In the interest of public health, the
7 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
8 use of any tobacco products are prohibited in buildings and
9 vehicles, and on any property owned, leased or contracted for by the
10 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
11 abide with conditions of this policy could result in the termination
12 of this AGREEMENT.

13 10.0 TERMINATION. Either party may terminate this AGREEMENT with or
14 without cause with the giving of thirty (30) days written notice to
15 the other party. DISTRICT shall compensate SUPERINTENDENT only for
16 services satisfactorily rendered to the date of termination. Written
17 notice by DISTRICT shall be sufficient to stop further performance of
18 services by SUPERINTENDENT. Notice shall be deemed given when
19 received by the SUPERINTENDENT or DISTRICT or no later than three (3)
20 days after the day of mailing, whichever is sooner.

21 11.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
22 they will not engage in unlawful discrimination in employment of
23 persons because of race, color, religious creed, national origin,
24 ancestry, physical handicap, medical condition, marital status, or
25 sex of such persons.

1 12.0 NOTICE. All notices or demands to be given under this
2 AGREEMENT by either party to the other shall be in writing and given
3 either by: (a) personal service or (b) by U.S. Mail, mailed either
4 by registered or certified mail, return receipt requested, with
5 postage prepaid. Service shall be considered given when received if
6 personally served or if mailed on the third day after deposit in any
7 U.S. Post Office. The address to which notices or demands may be
8 given by either party may be changed by written notice given in
9 accordance with the notice provisions of this section. As of the
10 date of this AGREEMENT, the addresses of the parties are as follows:

11 DISTRICT: Capistrano Unified School District
12 33122 Valle Road
13 San Juan Capistrano, California 92675
14 Attn: CONTRACTS & PURCHASING

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

20 13.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
21 redress for violation of, or to insist upon, the strict performance
22 of any term or condition of this AGREEMENT shall not be deemed a
23 waiver by that party of such term or condition, or prevent a
24 subsequent similar act from again constituting a violation of such
25 term or condition.

14.0 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.

1 15.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
2 shall be governed by the laws of the State of California with venue
3 in Orange County, California.

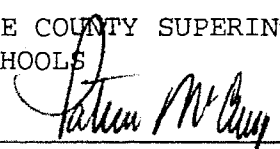
4 16.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
5 attached hereto constitute the entire agreement among the Parties to
6 it and supersede any prior or contemporaneous understanding or
7 agreement with respect to the services contemplated, and may be
8 amended only by a written amendment executed by both Parties to the
9 AGREEMENT.

10 IN WITNESS WHEREOF, the Parties hereto set their hands.

11 DISTRICT: CAPISTRANO UNIFIED SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

12 BY: _____
13 Authorized Signature

BY: 
13 Authorized Signature

14 PRINT NAME: Lynh N. Rust

PRINT NAME: Patricia McCaughey

15 TITLE: Executive Director, Contracts & Purchasing

TITLE: Coordinator

16 DATE: _____

DATE: August 21, 2015

17 CapistranoUSD-Income(42078)16
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EXHIBIT A

LICENSING AGREEMENT

This Agreement effective **October 1, 2015**, is made and entered into by **Capistrano Unified School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
 - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
 - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
 - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.



- I. License Fee. Licensee shall pay a fee of **\$11,115**.
- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
 - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
 - * Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
 - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0967 - Phone
858-587-4640 - Corporate Fax

Date: August 7, 2015

Licensee

By: _____

Date: _____

Capistrano Unified School District



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2015 School Accountability Report Card, English & English (CDE Template)
2. 2015 Single Plan for Student Achievement (Custom Template)
3. Others to be identified as needed.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of September 23, 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. Bundy, Julie	Sub Inst Asst-Sp Ed	Voluntary	11/13/2012	09/02/2015
2. Daniels, John	Custodian I	Retirement	09/06/2001	09/30/2015
3. Dunn, Christine	IF-Sp Ed	Retirement	10/02/2001	09/01/2015
4. Fernandez, Katheryn	Academic Advisor	Voluntary	09/23/2014	07/31/2015
5. Granados, Silvia	Student Supvr	Voluntary	12/18/2006	09/09/2015
6. MacBeth, Jonell	Sub Inst Asst-Sp Ed Sub IF-Sp Ed	Voluntary	11/12/2013	08/28/2015
7. Marston, Susan	Inst Asst-Science	Voluntary	12/01/2014	06/19/2015
8. Ross, Rachelle	Academic Advisor	Personal	08/18/2005	12/31/2015
9. Saling, Robynette	Sch Bus Driver	Retirement	09/01/2000	10/31/2015
10. Wypick, Celeste	LVN	Voluntary	08/24/2015	09/02/2015

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
11. Flor, Joana	Supvr IV, Food Svcs Chef (12mo/40hpw)	\$56,877 yr	R36-1	09/21/2015

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
12. Delisle, Janet	Student Supvr	\$10.00 hr		09/24/2015
13. Delong, Amber	Student Supvr	\$10.00 hr		09/24/2015
14. Elliott, Soyon	Student Supvr	\$10.00 hr		09/24/2015
15. Harris, Renee	Student Supvr	\$10.00 hr		09/24/2015
16. Howe, Ann	Academic Advisor	\$20.80 hr	R35-1	09/24/2015
17. Kane, Tiffany	Student Supvr	\$10.00 hr		09/24/2015
18. Kleidon, Cortnee	Inst Asst-Presch	\$15.47 hr	R23-1	09/01/2015
19. Macchiaroli, Marjorie	Student Supvr	\$10.00 hr		09/24/2015
20. Malisnauskas, Claudia	Student Supvr	\$10.00 hr		09/24/2015
21. McDermott, Audra	Student Supvr	\$10.00 hr		09/24/2015
22. McMains, Kristine	Inst Asst-Sp Ed IF-Sp Ed	\$14.36 hr \$15.09 hr	R20-1 R22-1	09/08/2015
23. Miner, Callie	Student Supvr	\$10.00 hr		09/24/2015
24. Schmidt, Susan	Clerk	\$15.47 hr	R23-1	09/24/2015
25. Sharga, Patricia	Student Supvr	\$10.00 hr		09/24/2015
26. Shcherba, Leeza	Student Supvr	\$10.00 hr		09/24/2015

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
27. Vadurro, Shannon	FS Worker	\$12.38 hr	R14-1	09/19/2015
28. Villegas, Graciela	Student Supvr	\$10.00 hr		08/24/2015

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
29. Carillo, Lisa	Student Supvr	\$10.00 hr		08/01/2015- 06/30/2016

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
30. Campbell, Felix Glen	Football, Varsity (Asst)	Tesoro HS	\$ 3,478.00	07/01/2015- 07/31/2015
31. Cazal, Cole	Football, (Asst)	San Juan Hills HS	\$ 2,200.00	09/01/2015- 11/15/2015
32. Dean, Jillian	Dance Coach	Aliso Niguel HS	\$17,500.00	06/01/2015- 06/10/2016
33. Douglass, Don	Football, (Asst)	San Clemente HS	\$ 600.00	07/01/2015- 07/31/2015
34. George, Tyler	Water Polo, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 2,693.00	08/17/2015- 10/31/2015
35. Gilman, Haydn	Football, (Asst)	San Juan Hills HS	\$ 2,200.00	09/01/2015- 11/15/2015
36. Hendron, Laurie	Test Proctor	Tesoro HS	\$ 3,000.00	10/10/2015- 06/01/2015
37. Huntley, Michael	Football, Varsity (Asst)	Aliso Niguel HS	\$ 3,600.00	08/18/2015- 11/10/2015
38. Langdon, Greg	Tennis, Boys'/Girls' Varsity (Asst)	Aliso Niguel HS	\$ 2,000.00	07/01/2015- 08/01/2015
	Tennis, Girls' (Asst)		\$ 1,000.00	09/01/2015- 10/29/2015
39. Martinez, Marlon	Orchestra	Aliso Niguel HS	\$ 3,000.00	08/01/2015- 06/30/2016
40. Mickey, Courtney	Volleyball, Girls' (Asst)	Tesoro HS	\$ 1,346.67	08/25/2015- 11/04/2015
41. Newmark-Hippert, Carey	Dance Coach/Choreographer	Aliso Niguel HS	\$24,000.00	06/10/2015- 06/10/2016

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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>
42. Paris, Katrina	Pep Squad, JV Song	Aliso Niguel HS	\$ 8,000.00	08/01/2015- 06/30/2016
43. Ramirez, Nestor	JV Pep Squad	San Juan Hills HS	\$ 5,100.00	07/01/2015- 04/06/2016
44. Roberts, Kendall	Test Proctor	Tesoro HS	\$ 3,000.00	10/10/2015- 06/01/2015
45. Rosenlieb, Martin	Cross Country, Boys' (Asst)	Aliso Niguel HS	\$ 2,244.00	08/18/2015- 11/10/2015
46. San Miguel, Mandie	Test Proctor	Tesoro HS	\$ 3,000.00	10/10/2015- 06/01/2015
47. Sherman, Rocky	Football Equipment Fitting	Aliso Niguel HS	\$ 3,150.00	08/10/2015- 08/30/2015
48. Sundin, Lindsey	Basketball, Girls' JV (Head)	Aliso Niguel HS	\$ 2,500.00	07/01/2015- 08/10/2015
	Basketball, Girls' Varsity (Head)		\$ 3,300.00	
49. Watkins, Dan	Football, Varsity (Asst)	Aliso Niguel HS	\$ 3,000.00	07/01/2015- 07/25/2015
			\$ 3,000.00	08/18/2015- 11/10/2015
50. Wynkoop, Catherine	Test Proctor	Tesoro HS	\$ 3,000.00	10/19/2015- 06/01/2015

APPROVE EMPLOYMENT PENDING CLEARANCES

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
51. Biackci, Jessica	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.36 hr	R20-1	09/24/2015
52. Carney, Nancy	IF-Sp Ed (9.5mo/17.5hpw)	\$15.09 hr	R22-1	09/24/2015
53. Herbold, Mike	IF-Sp Ed (9.5mo/17.5hpw)	\$15.09 hr	R22-1	09/24/2015
54. Kukulsi, Lindsey	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.36 hr	R20-1	09/24/2015
55. Lindsey, Ashley	IF-Sp Ed (9.5mo/35hpw)	\$15.09 hr	R22-1	09/24/2015

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APPROVE EMPLOYMENT PENDING CLEARANCES (Cont.)

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
56. McComb, Micah	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.36 hr	R20-1	09/24/2015
57. Nielsen, Elizabeth	IF-Sp Ed (9.5mo/17.5hpw)	\$15.09 hr	R22-1	09/24/2015
58. Ogut, Berna	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.36 hr	R20-1	09/24/2015
59. Reeves, Chris	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.36 hr	R20-1	09/24/2015
60. Sadeghifard, Hanieh	IF-Sp Ed (9.5mo/30hpw)	\$15.09 hr	R22-1	09/24/2015
61. Sayflari, Arezoo	LVN (9.5mo/25hpw)	\$18.38 hr	R30-1	09/24/2015
62. Witkowski, Paige	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.36 hr	R20-1	09/24/2015

APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
63. Dack, Carla	IF-Sp Ed (9.5mo/30hpw)	HS Attendance Clerk (10.5mo/40hpw)	R26-10	09/24/2015
64. Engelson, Natalie	Elem Sch Office Mgr (10.5mo/40hpw)	Sr Staff Secretary (12mo/40hpw)	R37-10	09/24/2015
65. Jakovich, Linda	Elem Sch Office Mgr (10.5mo/40hpw)	Sr Staff Secretary (12mo/40hpw)	R37-10	09/24/2015
66. Michael, Nader	Sch Bus Driver (12mo/40hpw)	Supervisor IV, Transp (Temp/40hpw)	R36-4	08/31/2015- 10/31/2015
67. Packard, Jill	Info Systems Spec I (12mo/40hpw)	Info Systems Spec II (Temp/40hpw)	R48-10	09/01/2015
68. Persall, Brian	Info Systems Spec II (12mo/40hpw)	Info Systems Spec III (Temp/40hpw)	R52-1	09/01/2015
69. Rodriguez, Amanda	Staff Secretary (12mo/40hpw)	Sr Staff Secretary (12mo/40hpw)	R37-10	09/24/2015
70. Simonelli, Rorie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/32.5hpw)	R22-10	09/24/2015

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APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
71. Jocham, Rick	IF-Sp Ed (9.5mo/30hpw)	IF-Sp Ed (9.5mo/32.5hpw)	R22-5	09/24/2015
72. Khanpour, Elham	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/32.5hpw)	R22-5	09/24/2015
73. Osterfeld, Kristen	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-10	09/24/2015
74. Pfister, Kelley	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/40hpw)	R22-4	09/24/2015
75. Sheffield, Lorri	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-3	09/24/2015
76. Soto, Marta	IF-Sp Ed (9.5mo/32.5hpw)	IF-Sp Ed (9.5mo/35hpw)	R22-10	09/24/2015
77. White, Juanita	IF-Sp Ed (9.5mo/30hpw)	IF-Sp Ed (9.5mo/35hpw)	R22-10	09/24/2015
78. Wolfson, Katie	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-2	09/24/2015
79. Ziff, Christine	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-3	09/24/2015

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
80. Armitage, David	Delegate Behind-the-Wheel Trainer TAA As Needed (Provide behind the wheel training)	R30-15	08/20/2015- 06/30/2016
81. Gomez, Nancy	Delegate Behind-the-Wheel Trainer TAA As Needed (Provide behind the wheel training)	R30-15	06/30/2015- 06/30/2016
82. LeVrier, William	Delegate Behind-the-Wheel Trainer TAA As Needed (Provide behind the wheel training)	R30-15	08/20/2015- 06/30/2016

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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
83. Andersen, Guillermina	Inst Asst-Presch TAA NTE 7 hrs (Assist with classroom meetings and orientation)	07/01/2015- 06/30/2016
84. Argent, Heidi	Presch Site Facilitator TAA NTE 75 hrs (Assist with classroom organization, meetings, and parent conferences) TAA NTE 9 hrs (Attend Block Grant meetings)	07/01/2015- 06/30/2016 08/01/2015- 12/31/2015
85. Ayon, Shari	Presch Teacher TAA NTE 45 hrs (Assist with classroom organization, meetings, and parent conferences)	07/01/2015- 06/30/2016
86. Azzollini, Cheryl	Inst Asst-Presch TAA NTE 6 hrs (Assist with classroom meetings and orientation) TAA NTE 5 hrs (Attend Block Grant meetings)	07/01/2015- 06/30/2016 08/01/2015- 12/31/2015
87. Barnes, Justin	Theater Tech TAA NTE 240 hrs (Support rental agreement events)	09/01/2015- 06/30/2016
88. Beas, Estela	Presch Teacher TAA NTE 38 hrs (Assist with classroom organization, meetings, and parent conferences) TAA NTE 9 hrs (Attend Block Grant meetings)	07/01/2015- 06/30/2016 08/01/2015- 12/31/2015
89. Becerra, Cecilia	Presch Teacher TAA NTE 38 hrs (Assist with classroom organization, meetings, and parent conferences) TAA NTE 9 hrs (Attend Block Grant meetings)	07/01/2015- 06/30/2016 08/01/2015- 12/31/2015
90. Bellah, Martha	Inst Asst-Presch TAA NTE 6 hrs (Assist with classroom meetings and orientation) TAA NTE 5 hrs (Attend Block Grant meetings)	07/01/2015- 06/30/2016 08/01/2015- 12/31/2015
91. Berkowitz, Kathryn	Inst Asst-Presch TAA NTE 7 hrs (Assist with classroom meetings and orientation)	07/01/2015- 06/30/2016
92. Bethurum, Connie	Inst Asst-Presch TAA NTE 7 hrs (Assist with classroom meetings and orientation)	07/01/2015- 06/30/2016

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
93. Bott, Christine	Inst Asst-Presch TAA NTE 6 hrs (Assist with classroom meetings and orientation)	07/01/2015- 06/30/2016
	TAA NTE 5 hrs (Attend Block Grant meetings)	08/01/2015- 12/31/2015
94. Brierley, Magdalena	Presch Site Facilitator TAA NTE 81 hrs (Assist with classroom organization, meetings, and parent conferences)	07/01/2015- 06/30/2016
	TAA NTE 9 hrs (Attend Block Grant meetings)	08/01/2015- 12/31/2015
95. Callens, Carole	Student Supvr TAA NTE 54 hrs (Provide music prep support)	08/26/2015- 06/09/2016
96. Cape, Amy	Presch Site Facilitator TAA NTE 72 hrs (Assist with classroom organization, meetings, and parent conferences)	07/01/2015- 06/30/2016
	Presch Teacher TAA NTE 38 hrs (Assist with classroom organization, meetings, and parent conferences)	07/01/2015- 06/30/2016
97. Casarrubias-Quinn, Olivia	TAA NTE 9 hrs (Attend Block Grant meetings)	08/01/2015- 12/31/2015
	Student Supervisor TAA NTE 14 hrs (Supervise students)	09/01/2015- 06/10/2016
99. Centeno, Celina	Presch Site Facilitator TAA NTE 71 hrs (Assist with classroom organization, meetings, and parent conferences)	07/01/2015- 06/30/2016
	TAA NTE 9 hrs (Attend Block Grant meetings)	08/01/2015- 12/31/2015
100. Cervantes, Martha	Presch Site Facilitator TAA NTE 65 hrs (Assist with classroom organization, meetings, and parent conferences)	07/01/2015- 06/30/2016
	TAA NTE 9 hrs (Attend Block Grant meetings)	08/01/2015- 12/31/2015
101. Chang, Constance	Inst Asst-Presch TAA NTE 6 hrs (Assist with classroom meetings and orientation)	07/01/2015- 06/30/2016
	TAA NTE 5 hrs (Attend Block Grant meetings)	08/01/2015- 12/31/2015

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
102. Copeland, Melonie	Presch Site Facilitator	07/01/2015-
	TAA NTE 65 hrs (Assist with classroom organization, meetings, and parent conferences)	06/30/2016
103. Copeland, Therese	TAA NTE 9 hrs (Attend Block Grant meetings)	08/01/2015-
	Inst Asst-Presch	12/31/2015
104. Corner, Stacie	TAA NTE 6 hrs (Assist with classroom meetings and orientation)	07/01/2015-
	TAA NTE 5 hrs (Attend Block Grant meetings)	06/30/2016
105. Diaz, Margarita	Presch Teacher	08/01/2015-
	TAA NTE 38 hrs (Assist with classroom organization, meetings, and parent conferences)	12/31/2015
106. Downhower, Susan	TAA NTE 35 hrs (Attend Block Grant meetings)	07/01/2015-
	Inst Asst-Presch	06/30/2016
107. Duarte, Diane	TAA NTE 14 hrs (Assist with classroom meetings and orientation)	08/01/2015-
	TAA NTE 5 hrs (Attend Block Grant meetings)	12/31/2015
108. Eden, Cristin	Inst Asst-Presch	07/01/2015-
	TAA NTE 6 hrs (Assist with classroom meetings and orientation)	06/30/2016
109. Espinosa, Rita	TAA NTE 33 hrs (Attend Block Grant meetings)	08/01/2015-
	Inst Asst-Presch	12/31/2015
110. Fitzhugh, Marlene	Presch Teacher	07/01/2015-
	TAA NTE 38 hrs (Assist with classroom organization, meetings, and parent conferences)	06/30/2016
110. Fitzhugh, Marlene	TAA NTE 9 hrs (Attend Block Grant meetings)	08/01/2015-
	Presch Resource Teacher	12/31/2015
110. Fitzhugh, Marlene	TAA NTE 1 hr (Attend staff orientation meeting)	07/01/2015-
	Inst Asst-Presch	06/30/2016
110. Fitzhugh, Marlene	TAA NTE 6 hrs (Assist with classroom meetings and orientation)	07/01/2015-
	TAA NTE 7 hrs (Attend Block Grant meetings)	06/30/2016
110. Fitzhugh, Marlene	Blngl Comm Svcs Liaison	08/01/2015-
	TAA NTE 200 hrs (Provide translation during parent meetings)	12/31/2015
		08/24/2015-
		06/10/2015

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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
111. Flotho, Lisa	Presch Teacher TAA NTE 38 hrs (Assist with classroom organization, meetings, and parent conferences) TAA NTE 9 hrs (Attend Block Grant meetings)	07/01/2015-06/30/2016 08/01/2015-12/31/2015
112. Forbes, Kathryn	Inst Asst TAA NTE 50 hrs (Assist in classroom with prepping and organizing)	08/25/2015-09/09/2016
113. Foulds, Lori	Presch Site Facilitator TAA NTE 72 hrs (Assist with classroom organization, meetings, and parent conferences)	07/01/2015-06/30/2016
114. Fuentes, Tara	Blngl Inst Asst TAA NTE 14 hrs (Assist with classroom meetings and orientation) TAA NTE 5 hrs (Attend Block Grant meetings)	07/01/2015-06/30/2016 08/01/2015-12/31/2015
115. Gammell, Diana	Inst Asst-Presch TAA NTE 6 hrs (Assist with classroom meetings and orientation) TAA NTE 5 hrs (Attend Block Grant meetings)	07/01/2015-06/30/2016 08/01/2015-12/31/2015
116. Garcia De La Vega, Belen	Blngl Inst Asst-Presch TAA NTE 14 hrs (Assist with classroom meetings and orientation) TAA NTE 5 hrs (Attend Block Grant meetings)	07/01/2015-06/30/2016 08/01/2015-12/31/2015
117. Gascon, Yolanda	Blngl Elem Sch Clerk TAA NTE 40 hrs (Provide parent support and process supplies)	09/01/2015-06/09/2016
118. Getty, Jacquelyn	Inst Asst-Presch TAA NTE 7 hrs (Assist with classroom meetings and orientation) TAA NTE 8 hrs (Assist Debbi Keeler)	07/01/2015-06/30/2016 08/20/2015-08/21/2015
119. Ghaffarian, Sonbol	Inst Asst-Presch TAA NTE 6 hrs (Assist with classroom meetings and orientation)	07/01/2015-06/30/2016
120. Ghanitabe, Monavvar	Inst Asst-Presch TAA NTE 7 hrs (Assist with classroom meetings and orientation)	07/01/2015-06/30/2016

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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
121. Gonzalez, Bernice	Blngl Comm Svcs Liaison TAA NTE 200 hrs (Provide translation during parent meetings)	08/24/2015- 06/10/2015
122. Grant, Mary	Presch Teacher TAA NTE 38 hrs (Assist with classroom organization, meetings, and parent conferences) TAA NTE 9 hrs (Attend Block Grant meetings)	07/01/2015- 06/30/2016 08/01/2015- 12/31/2015
123. Gray, Monserat	Blngl Comm Svcs Liaison TAA NTE 200 hrs (Provide translation during parent meetings)	08/24/2015- 06/10/2015
124. Gurrola, Aida	Inst Asst-Presch TAA NTE 6 hrs (Assist with classroom meetings and orientation) TAA NTE 7 hrs (Attend Block Grant meetings)	07/01/2015- 06/30/2016 08/01/2015- 12/31/2015
125. Hagen, Kari	Inst Asst-Presch TAA NTE 6 hrs (Assist with classroom meetings and orientation) TAA NTE 5 hrs (Attend Block Grant meetings)	07/01/2015- 06/30/2016 08/01/2015- 12/31/2015
126. Hamidi, Zoila	Presch Site Facilitator TAA NTE 65 hrs (Assist with classroom organization, meetings, and parent conferences) TAA NTE 9 hrs (Attend Block Grant meetings)	07/01/2015- 06/30/2016 08/01/2015- 12/31/2015
127. Hannouche, Coralia	Presch Teacher TAA NTE 45 hrs (Assist with classroom organization, meetings, and parent conferences)	07/01/2015- 06/30/2016
128. Hansen, Dragica	Inst Asst-Presch TAA NTE 7 hrs (Assist with classroom meetings and orientation)	07/01/2015- 06/30/2016
129. Harrison, Eva	Blngl Inst Asst TAA NTE 100 hrs (Assist with McKinney Vento program)	08/17/2015- 10/30/2015
130. Hayes, Alejandra	Blngl Inst Asst TAA NTE 14 hrs (Assist with classroom meetings and orientation)	07/01/2015- 06/30/2016

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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
131. Hayes, Natalie	Presch Site Facilitator	07/01/2015-
	TAA NTE 81 hrs (Assist with classroom organization, meetings, and parent conferences)	06/30/2016
132. Heesch, Jennifer	Presch Site Facilitator	08/01/2015-
	TAA NTE 71 hrs (Assist with classroom organization, meetings, and parent conferences)	12/31/2015
133. Inlow, Sarah	Presch Site Facilitator	07/01/2015-
	TAA NTE 9 hrs (Attend Block Grant meetings)	06/30/2016
134. Jurdi, Ghada	Theater Tech	08/01/2015-
	TAA NTE 240 hrs (Support rental agreement events)	12/31/2015
135. Katz-Scinico, Dorcas	Presch Site Facilitator	09/01/2015-
	TAA NTE 72 hrs (Assist with classroom organization, meetings, and parent conferences)	06/30/2016
136. Kebler, Quincy	Presch Site Facilitator	07/01/2015-
	TAA NTE 72 hrs (Assist with classroom organization, meetings, and parent conferences)	06/30/2016
137. Kemp, Lorraine	Presch Site Facilitator	07/01/2015-
	TAA NTE 71 hrs (Assist with classroom organization, meetings, and parent conferences)	06/30/2016
138. Lee, Jennifer	Presch Site Facilitator	08/01/2015-
	TAA NTE 9 hrs (Attend Block Grant meetings)	12/31/2015
139. Lee, Lori	Inst Asst-Presch	07/01/2015-
	TAA NTE 7 hrs (Assist with classroom meetings and orientation)	06/30/2016
140. Leslie, Becky	Presch Teacher Blngr	07/01/2015-
	TAA NTE 43 hrs (Assist with classroom organization, meetings, and parent conferences)	06/30/2016
139. Lee, Lori	Inst Asst-Presch	07/01/2015-
	TAA NTE 7 hrs (Assist with classroom meetings and orientation)	06/30/2016
140. Leslie, Becky	Presch Site Facilitator	07/01/2015-
	TAA NTE 72 hrs (Assist with classroom organization, meetings, and parent conferences)	06/30/2016

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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
141. Levy, Barbara	Inst Asst-Presch	07/01/2015-
	TAA NTE 6 hrs (Assist with classroom meetings and orientation)	06/30/2016
	TAA NTE 7 hrs (Attend Block Grant meetings)	08/01/2015- 12/31/2015
142. Lopez, Alejandra	Blngl Inst Asst-Presch TAA NTE 5 hrs (Attend Block Grant meetings)	08/01/2015- 12/31/2015
143. Lopez, Laura	Presch Teacher	07/01/2015-
	TAA NTE 38 hrs (Assist with classroom organization, meetings, and parent conferences)	06/30/2016
	TAA NTE 9 hrs (Attend Block Grant meetings)	08/01/2015- 12/31/2015
144. Lowe, Debbie	Inst Asst-Presch	07/01/2015-
	TAA NTE 6 hrs (Assist with classroom meetings and orientation)	06/30/2016
	TAA NTE 5 hrs (Attend Block Grant meetings)	08/01/2015- 12/31/2015
145. Luna, Evette	Blngl Inst Asst	07/01/2015-
	TAA NTE 14 hrs (Assist with classroom meetings and orientation)	06/30/2016
	TAA NTE 9 hrs (Attend Block Grant meetings)	08/01/2015- 12/31/2015
146. McCarville, Suzette	Student Supvr TAA NTE 15 hrs (Supervise students)	08/24/2015- 06/01/2016
147. Medina, Maria	Presch Teacher	07/01/2015-
	TAA NTE 38 hrs (Assist with classroom organization, meetings, and parent conferences)	06/30/2016
	TAA NTE 9 hrs (Attend Block Grant meetings)	08/01/2015- 12/31/2015
148. Meilak, Dorothy	Student Supvr	08/27/2015-
	TAA NTE 54 hrs (Supervise students)	06/09/2016
149. Mejia, Rebecca	Blngl Comm Svcs Liaison	07/01/2015-
	TAA NTE 1 hr (Attend staff orientation meeting)	06/30/2016
150. Mendoza, Rosa	Blngl Comm Svcs Liaison	08/24/2015-
	TAA NTE 200 hrs (Provide translation during parent meetings)	06/10/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of September 23, 2015
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
151. Morrow, Susan	Presch Site Facilitator	07/01/2015-
	TAA NTE 83 hrs (Assist with classroom organization, meetings, and parent conferences)	06/30/2016
152. Muniz, Maria	TAA NTE 9 hrs (Attend Block Grant meetings)	08/01/2015-
	Presch Teacher	12/31/2015
153. Noorzad, Mansoureh	TAA NTE 38 hrs (Assist with classroom organization, meetings, and parent conferences)	07/01/2015-
	TAA NTE 9 hrs (Attend Block Grant meetings)	06/30/2016
154. Orozco, Martha	Presch Site Facilitator	08/01/2015-
	TAA NTE 65 hrs (Assist with classroom organization, meetings, and parent conferences)	12/31/2015
155. Pamireddy, Saritha	TAA NTE 9 hrs (Attend Block Grant meetings)	07/01/2015-
	Presch Teacher	06/30/2016
156. Parra, Jacqueline	TAA NTE 38 hrs (Assist with classroom organization, meetings, and parent conferences)	08/01/2015-
	TAA NTE 9 hrs (Attend Block Grant meetings)	12/31/2015
157. Perez, Rosa	Inst Asst-Presch	07/01/2015-
	TAA NTE 6 hrs (Assist with classroom meetings and orientation)	06/30/2016
158. Pino-Miranda, Maria	TAA NTE 5 hrs (Attend Block Grant meetings)	08/01/2015-
	Inst Asst-Presch	12/31/2015
159. Pino-Miranda, Maria	TAA NTE 6 hrs (Assist with classroom meetings and orientation)	07/01/2015-
	TAA NTE 5 hrs (Attend Block Grant meetings)	06/30/2016
160. Pino-Miranda, Maria	Student Supvr	08/24/2015-
	TAA NTE 17 hrs (Supervise students)	06/10/2016
161. Pino-Miranda, Maria	Presch Site Facilitator	07/01/2015-
	TAA NTE 65 hrs (Assist with classroom organization, meetings, and parent conferences)	06/30/2016
162. Pino-Miranda, Maria	TAA NTE 9 hrs (Attend Block Grant meetings)	08/01/2015-
		12/31/2015

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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>
159. Power-Kohout, Marina	Inst Asst-Presch TAA NTE 7 hrs (Assist with classroom meetings and orientation)	07/01/2015- 06/30/2016
160. Qadeer, Shagufta	Inst Asst-Presch TAA NTE 6 hrs (Assist with classroom meetings and orientation) TAA NTE 5 hrs (Attend Block Grant meetings)	07/01/2015- 06/30/2016 08/01/2015- 12/31/2015
161. Rayner, Mehrzad	Inst Asst-Presch TAA NTE 6 hrs (Assist with classroom meetings and orientation) TAA NTE 5 hrs (Attend Block Grant meetings)	07/01/2015- 06/30/2016 08/01/2015- 12/31/2015
162. Reyna, Jasmin	Blngl Inst Asst TAA NTE 15 hrs (Assist with classroom meetings and orientation)	07/01/2015- 06/30/2016
163. Reza, Margarita	Inst Asst-Presch TAA NTE 7 hrs (Assist with classroom meetings and orientation)	07/01/2015- 06/30/2016
164. Rios, Amada	Presch Site Facilitator TAA NTE 65 hrs (Assist with classroom organization, meetings, and parent conferences) TAA NTE 9 hrs (Attend Block Grant meetings)	07/01/2015- 06/30/2016 08/01/2015- 12/31/2015
165. Rodriguez, Nascina	Blngl Comm Svcs Liaison TAA NTE 200 hrs (Provide translation during parent meetings)	08/24/2015- 06/10/2015
166. Romero, Ivet	Inst Asst-Presch TAA NTE 6 hrs (Assist with classroom meetings and orientation) TAA NTE 7 hrs (Attend Block Grant meetings)	07/01/2015- 06/30/2016 08/01/2015- 12/31/2015
167. Sanchez-Martinez, Sandra	Inst Asst-Presch TAA NTE 6 hrs (Assist with classroom meetings and orientation) TAA NTE 5 hrs (Attend Block Grant meetings)	07/01/2015- 06/30/2016 08/01/2015- 12/31/2015
168. Sanders, Lorna	Presch Resource Teacher TAA NTE 1 hr (Attend staff orientation meeting)	07/01/2015- 06/30/2016

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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. Sanvictores, Eileen	Inst Asst-Presch	07/01/2015-
	TAA NTE 6 hrs (Assist with classroom meetings and orientation)	06/30/2016
	TAA NTE 5 hrs (Attend Block Grant meetings)	08/01/2015- 12/31/2015
170. Satpathy, Mansi	Inst Asst-Presch	07/01/2015-
	TAA NTE 6 hrs (Assist with classroom meetings and orientation)	06/30/2016
	TAA NTE 5 hrs (Attend Block Grant meetings)	08/01/2015- 12/31/2015
171. Seyed-Moghaddam, Mahvash	Inst Asst-Presch	07/01/2015-
	TAA NTE 7 hrs (Assist with classroom meetings and orientation)	06/30/2016
172. Sherwood, Virginia	Inst Asst-Presch	07/01/2015-
	TAA NTE 6 hrs (Assist with classroom meetings and orientation)	06/30/2016
	TAA NTE 5 hrs (Attend Block Grant meetings)	08/01/2015- 12/31/2015
173. Smith, Arah	Inst Asst-Presch	07/01/2015-
	TAA NTE 7 hrs (Assist with classroom meetings and orientation)	06/30/2016
174. Soderin, Bonnie	Presch Site Facilitator	08/20/2015-
	TAA NTE 26 hrs (Assist with registration)	06/30/2016
175. Solis, Bertha	Blngl Inst Asst	07/01/2015-
	TAA NTE 14 hrs (Assist with classroom meetings and orientation)	06/30/2016
	TAA NTE 5 hrs (Attend Block Grant meetings)	08/01/2015- 12/31/2015
176. Stewart, Chloe	Inst Asst-Presch	07/01/2015-
	TAA NTE 7 hrs (Assist with classroom meetings and orientation)	06/30/2016
177. Sweyd, Angela	Inst Asst-Presch	07/01/2015-
	TAA NTE 6 hrs (Assist with classroom meetings and orientation)	06/30/2016
	TAA NTE 5 hrs (Attend Block Grant meetings)	08/01/2015- 12/31/2015
178. Tavernetti, Carmen	Blngl Comm Svcs Liaison	08/24/2015-
	TAA NTE 200 hrs (Provide translation during parent meetings)	06/10/2015

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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>
179. Tiotuico, Irene	Inst Asst-Presch TAA NTE 6 hrs (Assist with classroom meetings and orientation)	07/01/2015- 06/30/2016
	TAA NTE 5 hrs (Attend Block Grant meetings)	08/01/2015- 12/31/2015
180. Valles, Susan	Presch Teacher TAA NTE 38 hrs (Assist with classroom organization, meetings, and parent conferences)	07/01/2015- 06/30/2016
	TAA NTE 9 hrs (Attend Block Grant meetings)	08/01/2015- 12/31/2015
181. Vargas, Estrella	Presch Site Facilitator TAA NTE 75 hrs (Assist with classroom organization, meetings, and parent conferences)	07/01/2015- 06/30/2016
	TAA NTE 9 hrs (Attend Block Grant meetings)	08/01/2015- 12/31/2015
182. Vargas, Sonia	Student Supvr TAA NTE 6 hrs (Supervise students)	08/24/2015- 06/10/2016
183. Vega, Irene	Inst Asst-Presch TAA NTE 7 hrs (Assist with classroom meetings and orientation)	07/01/2015- 06/30/2016
184. Velasco, Mirozlava	Blngl Inst Asst TAA NTE 14 hrs (Assist with classroom meetings and orientation)	07/01/2015- 06/30/2016
	TAA NTE 5 hrs (Attend Block Grant meetings)	08/01/2015- 12/31/2015
185. Vilar, Sarah	Inst Asst-Presch TAA NTE 6 hrs (Assist with classroom meetings and orientation)	07/01/2015- 06/30/2016
	TAA NTE 5 hrs (Attend Block Grant meetings)	08/01/2015- 12/31/2015
186. Villella, Janet	Inst Asst-Presch TAA NTE 6 hrs (Assist with classroom meetings and orientation)	07/01/2015- 06/30/2016
	TAA NTE 5 hrs (Attend Block Grant meetings)	08/01/2015- 12/31/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
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187. Villemaire, Lynne	Inst Asst-Presch TAA NTE 6 hrs (Assist with classroom meetings and orientation) TAA NTE 5 hrs (Attend Block Grant meetings)	07/01/2015-06/30/2016 08/01/2015-12/31/2015
188. Vivar, Jessica	Blngl Inst Asst TAA NTE 14 hrs (Assist with classroom meetings and orientation) TAA NTE 7 hrs (Attend Block Grant meetings)	07/01/2015-06/30/2016 08/01/2015-12/31/2015
189. Vivas, Margarita	Blngl Comm Svcs Liaison TAA NTE 200 hrs (Provide translation during parent meetings)	08/24/2015-06/10/2015
190. Wade, Terry	Blngl Inst Asst TAA NTE 15 hrs (Assist with classroom meetings and orientation)	07/01/2015-06/30/2016
191. White, Julia	Presch Teacher TAA NTE 38 hrs (Assist with classroom organization, meetings, and parent conferences) TAA NTE 9 hrs (Attend Block Grant meetings)	07/01/2015-06/30/2016 08/01/2015-12/31/2015
192. Wickramsinghe, Srinthanie	Inst Asst-Presch TAA NTE 7 hrs (Assist with classroom meetings and orientation)	07/01/2015-06/30/2016
193. Ybarra, Gigi	Presch Teacher TAA NTE 45 hrs (Assist with classroom organization, meetings, and parent conferences)	07/01/2015-06/30/2016
194. Yerena, Maricela	Presch Teacher TAA NTE 38 hrs (Assist with classroom organization, meetings, and parent conferences) TAA NTE 9 hrs (Attend Block Grant meetings)	07/01/2015-06/30/2016 08/01/2015-12/31/2015
195. Zavaleta, Jacqueline	Blngl Inst Asst TAA NTE 14 hrs (Assist with classroom meetings and orientation) TAA NTE 5 hrs (Attend Block Grant meetings)	07/01/2015-06/30/2016 08/01/2015-12/31/2015

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**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
196. Baker, Ingrid	Sch Bus Driver (9.5mo/40hpw)	Transp Dispatcher	R32-15	08/25/2015- 06/09/2016
197. Currie, Kimberly	MS Campus Supvr (9.5mo/17.5hpw)	Student Supvr		08/25/2015
198. Garcia, Patricia	Sch Bus Driver (9.5mo/40hpw)	Transp Dispatcher	R32-15	08/25/2015- 06/09/2016
199. Gonzales, Kym	Sch Bus Driver (9.5mo/40hpw)	Transp Dispatcher	R32-15	08/25/2015- 06/09/2015

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Date</u>
200. Gillette, Jennifer	Inst Asst-Sp Ed	Personal	08/24/2015- 06/09/2016
201. Hacker, Collin	Inst Asst-Music	Personal	08/25/2015- 09/17/2015
202. Holcome-Phillips, Florence	IF-Sp Ed	Personal	08/25/2015- 01/25/2016
203. Sieger, Tove	Inst Asst-Sp Ed	Personal	08/31/2015- 06/09/2016
204. Stratton, Andrew	HS Campus Supvr	Personal	08/24/2015- 06/09/2016

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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. Bryan, Howard	Substitute Administrator	End of Assignment	05/20/2015	06/30/2015
2. Manganiello, Gwen	Teacher	Retirement	01/03/2006	06/21/2015
3. Matheis, Kelleen	Substitute Teacher	Other Employment	03/14/2013	06/30/2015
4. Menzel, Herb	Substitute Teacher	Relocation	10/16/2012	09/09/2015
5. Murray, Megan	Substitute Teacher	Other Employment	08/25/2015	09/11/2015
6. Pattison, Marsha	Substitute Teacher	Relocation	10/18/2012	09/11/2015
7. Petrowich, Rebecca	Substitute Teacher	Other Employment	09/04/2015	09/04/2015
8. Tavakoulnia, Arezou	Substitute Teacher	Voluntary	01/14/2010	09/09/2015

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

9. Finnsson, Jamie

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

- | | |
|----------------------------|------------------------|
| 10. Askew, Kayla | 34. Hornstein, Valerie |
| 11. Babic, Janis | 35. Hougan, Christine |
| 12. Balbas, Sara | 36. Hui, Peggy |
| 13. Barrett, Alyssa | 37. Hultin, Sherri |
| 14. Bennett, Stephanie | 38. Jenkins, Jonathan |
| 15. Benz, Amanda | 39. Kash, Zachary |
| 16. Bitterlick, Adell | 40. Kmett, Linda |
| 17. Blaser, Jonna | 41. Lat, Kristy |
| 18. Brown, Michelyn | 42. Leisner, Dierdre |
| 19. Contus, Michael | 43. Lepowsky, Bernice |
| 20. Donoff, Megan | 44. Levinson, Marty |
| 21. Dunkley, Michelle | 45. Lewis, Kaylie |
| 22. Edwards, Tara | 46. Limoges, Brett |
| 23. Ehmann, Jessica | 47. Lingle, Lauren |
| 24. Ellis, Andrew | 48. Loberg, Suzanne |
| 25. Fincher, Mary-Margaret | 49. Lujano, Phaedra |
| 26. Fishcer, Erin | 50. Maloney, Robert |
| 27. Francis, Paula | 51. Matthews, Erica |
| 28. Gabriel, Elizabeth | 52. McGinnis, Kimberly |
| 29. Ghahreman, Laura | 53. Mickey, Courtney |
| 30. Grable, Alicia | 54. Mies, Danielle |
| 31. Griswold, Jacob | 55. O'Gorman, Cheyne |
| 32. Harman, Alexandra | 56. Padillo, Faith |
| 33. Henke, Jeanette | 57. Paisley, Tammie |

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APPROVE SUBSTITUTE TEACHERS (Cont'd)

Pay @ \$90.00 per day

- | | |
|--------------------------|----------------------------|
| 58. Parker, Kenneth | 66. Stiman, Jenna |
| 59. Poteet, Ty | 67. Sugg, Katharine |
| 60. Rehbein-Rengel, Dawn | 68. Thomas, Harmony |
| 61. Rubin, Mary | 69. Thompson, Jaye Lynn |
| 62. Schwied, Emma | 70. Tomeo, Rachel |
| 63. Sioufi, Linda | 71. Urquhart, Taylor |
| 64. Stanley, Allison | 72. VanWilgen, Danielle |
| 65. Stephens, Rachel | 73. Walter Adair, Steffany |

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>
74. Baggio, Lisa	Teacher	\$49,877	A-1	09/24/2015
75. Collins, Noreen	Teacher	\$49,877	A-1	09/28/2015
76. Hayward, Kendall	Counselor	\$49,877	A-1	09/23/2015
77. Napoli, Kimbelry	Teacher	\$49,877	A-1	09/21/2015
78. Sparks, Allison	Teacher	\$49,877	A-1	09/21/2015

<u>Name</u>	<u>Position</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Earliest Effective Date</u>
79. Gold, Michael	Substitute Teacher, Long Term Assignment	\$90.00 per day		09/24/2015

APPROVE 6/5th ASSIGNMENT 1st SEMESTER

Not to exceed \$19,800.00 for 6/5ths section

- | | |
|----------------------------|-----------------------|
| 80. Abedi, Reza | 92. Brooks, Michael |
| 81. Albelo, Luis | 93. Brown, Angela |
| 82. Arambula, Michele | 94. Brown, Rich |
| 83. Arena, Franco | 95. Burch, Jessica |
| 84. Arrow, Jamie | 96. Burns, Robert |
| 85. Austin, Hope | 97. Butler, Peter |
| 86. Backal, William | 98. Casey, Brittany |
| 87. Beilstein, Cambria | 99. Chapman, Mike |
| 88. Bhaskar, Monica | 100. Clarke, Kristine |
| 89. Blanco-Johnson, Sylvia | 101. Colwell, Greg |
| 90. Boland, Mary | 102. Coppes, Paul |
| 91. Borges, Esther | 103. Corbett, Kevin |

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APPROVE 6/5th ASSIGNMENT 1st SEMESTER (Cont.)

Not to exceed \$19,800.00 for 6/5ths section

- | | |
|-----------------------------|-------------------------------|
| 104. Corbin, Nick | 138. Prinz, Jeff |
| 105. Cosenza, Brandon | 139. Puccinelli, Sue |
| 106. Dang, Dolores | 140. Ramirez, Rey |
| 107. Danna, Mary | 141. Reiland, Christipher |
| 108. Davis, Stacy | 142. Reilly, Monique |
| 109. Dill, Douglas | 143. Riddle, Juanita |
| 110. Espinoza-Perez, Soraya | 144. Ruhlen, Rich |
| 111. Ezratty, Lisa | 145. Sanford, Samantha |
| 112. Famalette, Dwynn | 146. Savoni, Virginia |
| 113. Fermin, Cara | 147. Schmidt, Swetlana |
| 114. Freeman, Andrew | 148. Sepe, Christina |
| 115. Gammel, Mark | 149. Silberman, Erik |
| 116. Gant, Tina | 150. Smith, Lori |
| 117. Gerow, Kevin | 151. Soto, Ken |
| 118. Gottdank, Alex | 152. Stirtz, Phil |
| 119. Hansen, Craig | 153. Swenson, Casey |
| 120. Homs, Jamie | 154. Synder, Sarah |
| 121. Hudson, Randy | 155. Takach, Eric |
| 122. Jansen, Bob | 156. Talley, Bobby |
| 123. Jeung, Albert | 157. Treadgill, Ethan |
| 124. Johnson, Dawn | 158. Vega, Jennifer |
| 125. Junco, Maria | 159. Wade, Steve |
| 126. Kaneshiro, Reid | 160. Wallace, Danielle |
| 127. Kauo, Joe | 161. Wallace, Tiffany |
| 128. Klasna, Tara | 162. Walsh, John |
| 129. Kokx, Aaron | 163. Wehunt-Gibson, Christine |
| 130. Lewis, Ann | 164. Weinstein, David |
| 131. MacDonald, Paula | 165. Werner, Danny |
| 132. McCoy, Matt | 166. Westling, Kurt |
| 133. Middlebrook, Stacy | 167. Wiley, Lindsay |
| 134. O'Brien, Doug | 168. Wilmer, Trey |
| 135. Oliphant, Rob | 169. Woods, Ray |
| 136. Olson, Stacey | 170. Wright, Cynthia |
| 137. Popovich, Marc | 171. Zerrer, Anthony |

APPROVE 6/5th ASSIGNMENT-FULL YEAR

172. Ochwat, Adam

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APPROVE SPECIAL EDUCATION 6/5^{ths} ASSIGNMENT-FULL YEAR

173. Derry, Patrick

174. Sills, Michelle

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
175. Avera, Stephanie	Teacher	STAP II	08/14/2015-06/10/2016
176. Belshe, Riki	Teacher	ETAP I	08/21/2015-06/10/2016
177. Bennett, Kathleen	Teacher	STAP I	08/21/2015-06/10/2016
178. Brandt, Michael	Teacher	STAP II	08/14/2015-06/10/2016
179. Carlisle, Amanda	Teacher-100%	Teacher-80%	08/25/2015
180. Clark, Rima	Teacher-100%	Teacher-80%	08/25/2015
181. Cornejo, Eduardo	Teacher	ETAP I	08/21/2015-06/10/2016
182. Cutkomp, Tom	ETAP I	ETAP I	08/21/2015-06/10/2016
183. Davis, Allison	Teacher-60%	Teacher-80%	08/21/2015
184. Duff, Jeni	ETAP I	ETAP I	08/21/2015-06/10/2016
185. Easton, Alexandra	Teacher	STAP I	08/21/2015-06/10/2016
186. Finman, Marie	Teacher	STAP I	08/21/2015-06/10/2016
187. Fragassi, Kari	LOA Teacher	Teacher-80%	08/21/2015
188. Hamilton, Julie	Teacher	STAP II	08/14/2015-06/10/2016
189. Hogancamp, Yesenia	Teacher	ETAP I	08/21/2015-06/10/2016
190. Holloway, Melissa	Teacher-100%	Teacher-80%	08/25/2015
191. Houser, Suzanne	ETAP I	ETAP I	08/21/2015-06/10/2016
192. Jarrard, Lisa	ETAP I	ETAP I	08/21/2015-06/10/2016
193. Johnson, Barbara	ETAP I	ETAP I	08/21/2015-06/10/2016
194. Jones, Karyn	ETAP I	ETAP I	08/21/2015-06/10/2016

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APPROVE ASSIGNMENT ADJUSTMENT (Cont'd)

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
195. Keim, Barbara	ETAP I	ETAP I	08/21/2015- 06/10/2016
196. Klingbeil, Katie	Teacher	STAP I	08/21/2015- 06/10/2016
197. LaMotte, Migel	Teacher	STAP I	08/21/2015- 06/10/2016
198. LaRue, Richard	STAP II	STAP II	08/14/2015- 06/10/2016
199. Lewis, Elizabeth	STAP I	STAP I	08/21/2015- 06/10/2016
200. Livingston, Lisa	Teacher-60%	Teacher-80%	08/25/2015
201. McGinity, Cathy	Teacher-60%	Teacher-100%	08/25/2015
202. McGraw, Randy	ETAP I	ETAP I	08/21/2015- 06/10/2016
203. Mickelson, Lyndsey	Teacher-80%	Teacher-60%	08/21/2015
204. Okumur-Clanin, Sally	Counselor	STAP II	08/14/2015- 06/10/2016
205. Porzuczek, Karin	STAP I	STAP I	08/21/2015- 06/10/2016
206. Puccinelli, Sue	STAP I	STAP I	08/21/2015- 06/10/2016
207. Randle, Liessa	ETAP I	ETAP I	08/21/2015- 06/10/2016
208. Renz, Beth	Teacher	ETAP I	08/21/2015- 06/10/2016
209. Rhodes, Mariela	ETAP I	ETAP I	08/21/2015- 06/10/2016
210. Rodin, Tevor	Teacher	STAP II	08/14/2015- 06/10/2016
211. Skala, Jennifer	Teacher-80%	Teacher-100%	08/20/2015
212. Skelly, Barbara	Teacher	ETAP I	08/21/2015- 06/10/2016
213. Stafford, Carol	STAP I	STAP I	08/21/2015- 06/10/2016
214. Tucker, Emily	Teacher-100%	Teacher-80%	08/25/2015
215. Weitzel, Renee	Teacher	STAP I	08/21/2015- 06/10/2016
216. Welter, Tracy	STAP I	STAP I	08/21/2015- 06/10/2016

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APPROVE SUMMER SCHOOL

Extended School Year - Credit Recovery Program – Education Division
Not to exceed 44.5 hours instructional pay @ \$35.00 per hour
07/01/2015-07/31/2015

- | | |
|-------------------|-------------------|
| 217. Hansen, Ivan | 219. Ochwat, Adam |
| 218. Nixon, Robyn | |

Extended School Year – Administrator- CELDT Institute – Education Division
Not to exceed 30.5 hours @ \$55.00 per hour
07/01/2015-07/30/2015

- | | |
|-------------------------------|--------------------------|
| 220. Barrosa, Maria Christina | 223. Orloff, Kristin |
| 221. Brosamer, Brian | 224. Portillo, Christina |
| 222. Kraft, Paul | 225. Shea, Dawn |

Extended School Year – Medical Support – Special Education
Not to exceed 6 hours per day @ hourly per rate of \$49.53 per day
07/01/2015-07/28/2015

- | | |
|------------------------|-----------------|
| 226. Kellman, Kathleen | 227. Roche, Ann |
|------------------------|-----------------|

APPROVE ADDITIONAL ASSIGNMENTS

Common Core Standards – Arroyo Vista Elem
Not to exceed 7 hours non-instructional pay @ \$ 30.00 per hour
08/25/2015-06/09/2016

228. Elkin, Michelle

Kindergarten Assessments – Canyon Vista
Not to exceed 12 hours instructional pay @ \$35.00 per hour
08/12/2015-08/13/2015

229. Synderman, Jill

Grade Level Planning – Las Palmas Elem
Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
09/08/2015-06/09/2016

- | | |
|----------------------------------|---------------------------------|
| 230. Hogancamp, Yesenia | 233. Thompson, Nicole |
| 231. Rhodes, Mariela | 234. Villafranca-Ruiz, Estrella |
| 232. Sandoval-Martinez, Anjelica | |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of September 23, 2015
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

Integrated & Designated ELD Instruction Planning – San Juan Elem

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour
08/21/2015-06/10/2016

235. Diaz, Monica	239. Martinez Ramirez, Saul
236. Garcia-Serrato, Martha	240. Perez, Carmen
237. Gerson, Victoria	241. Porter, Jacqueline
238. Gonzalez, Joann	242. Ward, Yesenia

To Assist with Professional Development – Viejo Elem

Not to exceed 54 hours non-instructional pay @ \$30.00 per hour
09/01/2015-06/30/2016

243. Acero, Teresa	246. Garcia, Monica
244. Au, Judy	247. Guite, Lauren
245. Farias, Sandra	248. Ramirez, Leslie

Kindergarten Assessments – Vista Del Mar Elem

Not to exceed 4 hours instructional pay @ \$35.00 per hour
08/12/2015

249. Hudelson, Kelli

Homework Club – Aliso Viejo MS

Not to exceed 70 hours instructional pay @ \$35.00 per hour
09/01/2015-06/09/2016

250. Anderson, Carol	253. Heavlin-Martinez, Johanna
251. Andrews, Phil	254. Koligian, Briana
252. Harper, Kalyn	255. Persinger, Megan

Math Support – Aliso Viejo MS

Not to exceed 52 hours instructional pay @ \$35.00 per hour
09/01/2015-06/03/2016

256. Hackstadt, P. Michael	257. Royal, Sue
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Lunchtime Intramural Sports on Campus – Shorecliffs MS

Not to exceed 14 hours instructional pay @ \$35.00 per hour
08/25/2015-06/10/2016

258. Carter, Robbin	260. Kearney, Scott
259. Darnold, Christine	261. Patrick, Tonya

ACTIVATE After School Program – Shorecliffs MS

Not to exceed 116 hours instructional pay @ \$35.00 per hour
09/28/2015-06/01/2016

262. Blair, Tammy	263. Morales, Thomas
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San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of September 23, 2015
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APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

Saturday School – San Clemente High School

Not to exceed 40 hours instructional pay @ \$35.00 per hour
09/12/2015-06/04/2016

264. Dutton, Caroline

265. Schmidt, Svetlana

To Attend PLTW Training – CTE

Not to exceed 80 hours non-instructional pay @ \$30.00 per hour
07/06/2015-07/17/2015

266. Marzilli, Mike

Common Assessment Workshop – Education Division

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour
06/02/2015

267. Pagel, Velda

To Assist with Native American Program Literacy & Math Activities – Education Division

Not to exceed 6 hours instructional pay @ \$35.00 per hour
08/25/2015-06/30/2016

268. Phillips, Deanna

269. Rendon, Sophia

To Provide Support to EL Program – Education Division

Not to exceed 200 hours non-instructional pay @ \$30.00 per hour
08/24/2015-06/30/2016

270. Blanco-Johnson, Sylvia

272. Sweeney, Alba Lorena

271. Manzotti, Maria

Support Staff for the Transitioning of SES Program – Education Division

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour
09/01/2015-06/30/2016

273. Buckman, Jonathan

Instrument Evaluations, Inventory and Repairs – Music

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
08/24/2015-06/30/2016

274. Cunningham, Chad

To Support Psychologist on LOA – Special Education

Not to exceed 32 hours instructional pay @ hourly per diem rate of \$48.95 per hour
08/24/2015-09/24/2015

275. Kerber, Danielle

CAPISTRANO UNIFIED SCHOOL DISTRICT
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APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

To Support Psychologist on LOA – Special Education

Not to exceed 64 hours instructional pay @ hourly per diem rate of \$56.53 per hour
08/24/2015-09/24/2015

276. Cabral, Carol

277. Sanchez Morales, Cecilia

Psychologist To Assist with Consultation – Special Education

Not to exceed 15 hours @ hourly per diem rate of \$70.25 per hour
09/03/2015-09/30/2015

278. Casteel, Janice

Chromebook Training – TIS

Not to exceed 6 hours non-instructional pay @ \$30.00 per hour
08/10/2015-08/19/2015

279. Addison, Chad

308. Fransen, Craig

280. Adrams, Craig

309. Frome, Lori

281. Bailey, April

310. Frommholz, Eric

282. Belshe, Riki

311. Garcia, Cristina

283. Berrest, Stacy

312. Gaynor, Shannyn

284. Beukema, John

313. Gerbosi, Robert

285. Boland, Mary

314. Gorczyński, Marisa

286. Bonetti, Tanya

315. Grant, Meagan, Gries, Vernon

287. Boyer, Alli

316. Gries, Vernon

288. Bray, Amy

317. Hammerquist, Tim

289. Brillon, Carol

318. Hammons, James

290. Brock, Matt

319. Hansen, David

291. Burd, Cheryl

320. Hassett, Jasmine

292. Burns, Kim

321. Havens, Carole

293. Burns, Robert

322. Heidner, Christy

294. Cady, Scott

323. Herbold, Keith

295. Capozzi, Holly

324. Hine, Patricia

296. Caruso, Heather

325. Hixson, Jennifer

297. Claus, Kerstin

326. Hogan, Tom

298. Compean, Laura

327. Hussein, Abir

299. Cragin, Kathleen

328. Ireland, Steven

300. Delcamp, James

329. Johnson, Cheryl

301. Delprato, Kelly

330. Johnson, Cynthia

302. Dembiec, Chris

331. Jones-Castro, Teri

303. Easton, Alexandra

332. Kauo, Joe

304. Eckert-Toler, Jennifer

333. Keim, Barbara

305. Erickson, Mike

334. Kirkwood, Jason

306. Fermin, Cara

335. Knox, Vanessa

307. Forrest, Cindie

336. Lawson, Justine

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of September 23, 2015
Certificated Employees

Chromebook Training – TIS (Cont'd)

Not to exceed 6 hours non-instructional pay @ \$30.00 per hour
08/10/2015-08/19/2015

- | | |
|-----------------------------|----------------------------|
| 337. Liedlich, Bonni | 376. Ramirez, Cathy |
| 338. Lincoln, Maryl | 377. Rendon, Sophia |
| 339. Loftis, Jennifer | 378. Rettele, Margaret |
| 340. Loya-Amador, Imelda | 379. Roche, Susan |
| 341. McAllister, Rachel | 380. Rothchild, Denise |
| 342. Mannina, Laura | 381. Royal, Susan |
| 343. Martin, Christine | 382. Sampson, Timothy |
| 344. Martin, Roberta | 383. Sanabria, Sergio |
| 345. Martin-Wilson, Lizbeth | 384. Sanchez, Lidia |
| 346. Masaitis, Leann | 385. Sanchez, Stephanie |
| 347. Mashburn, Andrew | 386. Schwab-Kearney, Tanya |
| 348. Massaro, Charles | 387. Shay, Cristin |
| 349. Mayer, Mariah | 388. Shick, Alison |
| 350. McDaniel, Megan | 389. Sills, Michelle |
| 351. McManigal, Antoinette | 390. Skala, Jennifer |
| 352. Medrano, Eileen | 391. Smith, Ryan |
| 353. Miller, Maggie | 392. Stafford, Carol |
| 354. Monson, Stacy | 393. Steidle, Gwynne |
| 355. Morales, Thomas | 394. Stender, Danica |
| 356. Moser, Nathan | 395. Sterling, Keri |
| 357. Mulligan, Shawn | 396. Strome, Nancy |
| 358. Murphy Mellissa | 397. Suda, Shari |
| 359. Murphy, Kellie | 398. Tahbaz, Marie |
| 360. Neighbors, Jeff | 399. Tantum-Gennan, Diane |
| 361. Nowell, Robert | 400. Thompson, Catherine |
| 362. Olsen, Shirley | 401. Tran, Becky |
| 363. Olson, Stacey | 402. Turner, Teri |
| 364. Paganell, Robert | 403. Vega, Jennifer |
| 365. Page, Rachel | 404. Villalobos, Claudia |
| 366. Pagel, Velda | 405. Wallace, Danielle |
| 367. Paine, William | 406. Waterman, Charles |
| 368. Parker, Christina | 407. Wenk, James |
| 369. Patterson, Susan | 408. Wilson, Debbie |
| 370. Peck, Lindsay | 409. Woodward, Richard |
| 371. Phelps, Susan | 410. Wynne, Rita |
| 372. Pipkin, Jill | 411. Yamamoto, Kera |
| 373. Polster, Sarah | 412. Young, Jessica |
| 374. Prince, Emily | 413. Young, Kellie |
| 375. Quirk, Julianne | |

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San Juan Capistrano, California

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APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
414. Aleman, Brianne	Department Chair, Science	Hankey K-8	\$ 3,142.00	08/25/2015- 06/09/2016
415. Allen, Carol	ASB Advisor-50%	Del Obispo Elem	\$ 673.50	08/25/2015- 06/09/2016
416. Alvarez, Sharon	Newspaper, Senior High	Aliso Niguel HS	\$ 3,591.00	08/25/2015- 06/09/2016
417. Beitz, Kathy	Director, Student Activities	Hankey K-8	\$ 3,591.00	08/21/2015- 06/09/2016
418. Benefield, Maria	Choral	Las Flores MS	\$ 1,796.00	08/25/2015- 06/10/2016
419. Bennett, Kathy	Outdoor Education, Elementary	Bergeson Elem	\$ 112.00	10/06/2015- 10/09/2015
420. Biggs, Paul	Golf, Girls' Varsity (Head)	Aliso Niguel HS	\$ 3,367.00	08/24/2015- 10/30/2015
421. Boothe, Lisa	Department Chair, Language Arts	Hankey K-8	\$ 3,142.00	08/25/2015- 06/09/2016
422. Brown, Dave	Football, Varsity (Asst)	Aliso Niguel HS	\$ 3,591.00	08/10/2015- 11/12/2015
423. Bucher, Ernst	Football, Varsity (Head)	Capistrano Valley HS	\$ 4,040.00	08/29/2015- 11/07/2015
424. Buckman, Andrea	Academic Competition Coach	San Clemente HS	\$ 4,040.00	08/21/2015- 06/10/2016
425. Burch, Jessica	Academic Competition Coach	San Clemente HS	\$ 4,040.00	08/25/2015- 06/09/2016
426. Burke, Shaun	Director, Student Activities	Arroyo Vista MS	\$ 3,591.00	08/25/2015- 06/01/2016
427. Bushell, Kimberly	ASB Advisor-50% Elementary	Ambuehl Elem	\$ 673.50	08/25/2015- 06/09/2016
428. Butler, Peter	Volleyball, Girls' Varsity (Head)	Aliso Niguel HS	\$ 3,367.00	08/17/2015- 11/12/2015
429. Caestecker, Heidi	ASB Advisor-50% Elementary	Ambuehl Elem	\$ 673.50	08/25/2015- 06/09/2016
430. Calahan, Mike	Football, Varsity (Asst)	Aliso Niguel HS	\$ 3,591.00	08/10/2015- 11/12/2015
431. Calder, Kristine	Dance	San Juan Hills HS	\$ 2,244.00	08/25/2015- 06/09/2016
432. Calentino, Mark	Department Chair, Science	San Clemente HS	\$ 3,142.00	08/25/2015- 06/09/2016
433. Choi, Yeon	Instrumental Music A	Niguel Hills MS	\$ 1,796.00	08/25/2015- 06/09/2016

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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>
434. Clarke, Theresa	Department Chair, Science	Newhart MS	\$ 3,142.00	08/21/2015- 06/09/2016
435. Cortez, Jennifer	ASB Advisor, Elementary	Ambuehl Elem	\$ 1,347.00	08/25/2015- 06/09/216
436. Cummins, Monica	Instrumental Music B	Niguel Hills MS	\$ 1,796.00	08/25/2015- 06/09/2016
437. Davis, Allison	Instrumental Music B	Las Flores MS	\$ 1,796.00	08/25/2015- 06/10/2016
438. Davis, Petra	Director, Student Activities	Las Flores MS	\$ 3,591.00	08/25/2015- 06/09/2016
439. Desiano, Ann Marie	Dance	Aliso Niguel HS	\$ 2,244.00	08/25/2015- 06/09/2016
440. Dewees, Julia	Department Chair, ELA Department Chair,	Vista Del Mar MS	\$ 3,142.00	08/25/2015- 06/09/2016
441. Donsker, Lindy	ASB Advisor-50%	Del Obispo Elem	\$ 673.50	08/25/2015- 06/09/2016
442. Dwyer, Matt	Director, Student Activities	Don Juan Avila MS	\$ 3,591.00	08/25/2015- 06/09/2016
443. Enriquez, Nancy	Choral	Ladera Ranch MS	\$ 1,796.00	08/25/2015- 06/09/2016
444. Evans, Stuart	ASB Advisor-50%	Castille Elem	\$ 673.50	08/25/2015- 02/01/2016
445. Fogleman, Matt	Department Chair, Special Education	Newhart MS	\$ 3,142.00	08/21/2015- 06/09/2016
446. Gebert, Betty	ASB Advisor-50%	Castille Elem	\$ 673.50	02/02/2016- 06/09/2016
447. George, Sherri	Department Chair, Annual	Hankey K-8	\$ 3,142.00	08/21/2015- 06/09/2016
448. Golden Jeremy	Drama, Senior High	Aliso Niguel HS	\$ 3,591.00	08/25/2015- 06/09/2016
449. Gonzalez, Armando	Safety & Equipment	San Jan Hills HS	\$ 3,592.00	08/25/2015- 01/21/2016
450. Goss, Kristen	Department Chair, Special Education-50%	Bernice Ayer MS	\$ 1,571.00	01/25/2015- 06/10/2016
451. Hanley, Kim	Department Chair, Social Science	Vista Del Mar MS	\$ 3,142.00	08/25/2015- 06/09/2016
452. Hansen, Julie	ASB Advisor-50% Elementary	Wood Canyon Elem	\$ 673.50	02/01/2015- 06/09/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
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Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
453. Harney, Jason	Choral, Senior High	Aliso Niguel HS	\$ 3,591.00	08/25/2015- 06/09/2016
454. Hine, Patricia	Choral Department Chair, Math	Aliso Viejo MS Bernice Ayer MS	\$ 1,796.00 \$ 3,142.00	08/21/2015- 06/10/2016
455. Hobbs, Chuck	Department Chair, Electives	Vista del Mar MS	\$ 3,142.00	08/25/2015- 06/09/2016
456. Ingram, Daniel	Drama, Senior High	San Clemente HS	\$ 3,591.00	08/21/2015- 06/10/2016
457. Jax, Alison	Scholarship Federation, Senior High	Aliso Niguel HS	\$ 1,347.00	08/25/2015- 06/09/2016
458. Jenkins, Erin	Department Chair, Special Education-50%	Bernice Ayer MS	\$ 1,571.00	08/21/2015- 01/22/2016
459. Jerome, Jake	Department Chair, PE	Bernice Ayer MS	\$ 3,142.00	08/21/2015- 06/10/2016
460. Jeung, Albert	Orchestra, Senior High	Alison Niguel HS	\$ 1,347.00	08/25/2015- 06/09/2016
461. Jones, Karyn	Outdoor Education, Elementary	Bergeson Elem	\$ 112.00 per night	10/06/2015- 10/09/2015
462. Karolys, Andea	Lead Nurse	Health Services	\$ 4,489.00	08/25/2015- 06/10/2016
463. Kashima, Michael	PAL Coordinator	Niguel Hills MS	\$ 1,347.00	08/25/2015- 06/09/2016
464. Klingbeil, Kent	Instrumental Music A	Newhart MS	\$ 1,796.00	08/21/2015- 06/09/2016
465. Kuhn, Steve	Department Chair, Electives	Newhart MS	\$ 3,142.00	08/21/2015- 06/09/2016
466. Larwood, Susan	ASB Advisor, Elementary	Don Juan Avila ES	\$ 1,347.00	08/25/2015- 06/09/2016
467. Lee, McCall	ASB Advisor, Elementary Outdoor Education, Elementary	Oak Grove Elem	\$ 1,320.00 \$ 112.00 per night	09/04/2015- 06/10/2016 05/05/2015- 05/08/2015
468. Lewis, Elizabeth	Department Chair, Electives	Bernice Ayer MS	\$ 3,142.00	08/21/2015- 06/10/2016
469. Mack, Alana	Annual, High School	San Clemente HS	\$ 3,591.00	08/21/2015- 06/10/2016
470. Mack, Doug	Auto Trouble Shooting	Aliso Niguel HS	\$ 449.00	08/25/2015- 06/09/2016

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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>
471. McDaniel-Siplivy, Heather	Drama, Middle School	Newhart MS	\$ 3,142.00	08/21/2015-06/09/2016
472. McGinnis, Jeff	Instrumental Music A	Aliso Viejo MS	\$ 1,796.00	08/25/2015-06/09/2016
473. Middlebrook, Mike	Football, Varsity (Asst)	Aliso Niguel HS	\$ 3,591.00	08/10/2015-11/12/2015
474. Middlebrook, Stacy	Cross Country, Girls' Varsity (Head)	Aliso Niguel HS	\$ 3,367.00	08/24/2015-11/05/2015
475. Minier, Michael	Golf, Varsity (Head)	Capistrano Valley HS	\$ 3,367.00	09/01/2015-10/24/2015
476. Mosconi, Victor	PAL Coordinator	Aliso Viejo MS	\$ 1,347.00	08/25/2015-06/09/2016
477. Murphy, Melissa	Outdoor Education, Elementary	Bergeson Elem	\$ 112.00 per night	10/06/2015-10/09/2015
478. Nero, Alison	Activities Director	Aliso Viejo MS	\$ 3,591.00	08/21/2015-06/10/2016
479. Nielsen, Noelle	Instrumental Music A	Las Flore MS	\$ 1,796.00	08/25/2015-06/10/2016
480. Novak, Isabel	National Honor Society	Aliso Niguel HS	\$ 1,347.00	08/25/2015-06/09/2016
481. O'Connell, Teresa	PAL Coordinator	Marco Forster MS	\$ 1,347.00	08/21/2015-06/10/2016
482. Pak, James	Journalism/Mass Media	Aliso Niguel HS	\$ 2,244.00	08/25/2015-06/09/2016
483. Pearson, Mark	Director, Student Activities	Niguel Hills MS	\$ 3,591.00	08/25/2015-06/09/2016
484. Pellow, Lindsey	PAL Coordinator Department Chair, Social Science	Newhart MS	\$ 1,347.00 \$ 3,142.00	08/21/2015-06/09/2016
485. Perez, Richard	Instrumental Music A	Marco Forster MS	\$ 1,796.00	08/21/2015-06/10/2016
486. Peterson, Lauren	Instrumental Music B Dance	San Clemente HS	\$ 1,796.00 \$ 2,244.00	08/21/2015-06/10/2016
487. Petty, Valerie	Instrumental Music B	Newhart MS	\$ 1,796.00	08/21/2015-06/09/2016
488. Portillo, Danny	Cross Country, Boys' Varsity (Head)	Capistrano Valley HS	\$ 3,367.00	08/28/2015-11/07/2015
489. Porzuczek, Karin	Department Chair, Science	Vista Del Mar MS	\$ 3,142.00	08/25/2015-06/09/2016

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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>
490. Price, Linda	Instructional Music A	Don Juan Avila MS	\$ 1,796.00	08/25/2015-06/09/2016
	Instrumental Music B		\$ 1,796.00	
491. Puccinelli, Sue	Activities Director	Vista del Mar MS	\$ 3,591.00	08/25/2015-06/09/2016
492. Puffer, Jon	Water Polo, Boys' Varsity (Head)	Aliso Niguel HS	\$ 3,367.00	08/17/2015-11/02/2015
493. Pulido, Pedro	Department Chair, Foreign Language	Tesoro HS	\$ 3,142.00	08/25/2015-06/09/2016
494. Rusinkovich, Jacob	Department Chair, Special Education	Hankey K-8	\$ 3,142.00	08/25/2015-06/09/2016
495. Sartoris, Reannah	Department Chair, English Language Annual, Middle School	Newhart MS	\$ 3,142.00	08/21/2015-06/09/2016
496. Sayles, Kenneth	Cross County, Girls' Varsity (Head)	Capistrano Valley HS	\$ 3,142.00	08/28/2015-11/07/2015
497. Schepens, Scott	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,591.00	08/20/2015-11/07/2015
498. Schultz, Brian	Surf, Varsity (Head)	Capistrano Valley HS	\$ 3,367.00	08/29/2015-11/07/2015
499. Shevel, Stacy	Department Chair, Math	Vista Del Mar MS	\$ 3,142.00	08/25/2015-06/09/2016
500. Skidmore, Michelle	Director, Student Activities	Ladera Ranch MS	\$ 3,591.00	08/25/2015-06/09/2016
501. Smolinski, Lesli	PAL Coordinator	Ladera Ranch MS	\$ 1,347.00	08/25/2015-06/09/2016
502. Snow, Kim	Department Chair, Special Education	Vista Del Mar MS	\$ 3,142.00	08/25/2015-06/09/2016
503. Soto, Tony	Marching Band, Senior High	San Clemente HS	\$ 4,040.00	08/21/2015-06/10/2016
	Auxiliary Band, Senior High		\$ 2,244.00	
	Jazz Band, Senior High		\$ 2,244.00	
	Orchestra, Senior High		\$ 1,347.00	
504. Stevens, Ashley	Choral	Arroyo Vista K-8	\$ 1,796.00	08/25/2015-06/01/2016
	Instrumental Music A		\$ 1,796.00	

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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>
505. Tantum-Gennaro, Diane	Department Chair, Math	Newhart MS	\$ 3,142.00	08/21/2015- 06/09/2016
506. Vigus, Dave	Instrumental Music A	Ladera Ranch MS	\$ 1,796.00	08/25/2015- 06/09/2016
	Instrumental Music B		\$ 1,796.00	
507. Waizinger, Lisa	Department Chair, English	Bernice Ayer MS	\$ 3,142.00	08/21/2015- 06/10/2016
508. Walsh, John	Cross Country, Boys' Varsity (Head)	Aliso Niguel HS	\$ 3,367.00	08/24/2015- 11/15/2015
509. Wang, Melissa	National Honor Society- 50%		\$ 673.50	08/25/2015- 01/21/2016
510. Webster, Donna	Drama Director	Arroyo Vista MS	\$ 3,142.00	08/25/2015- 06/01/2016
511. Wehunt-Gibson, Christine	Department Chair, Social Science	Bernice Ayer MS	\$ 3,142.00	08/21/2015- 06/10/2016
512. Weinberg, Dave	Marching Band, Senior High	Aliso Niguel HS	\$ 4,040.00	08/21/2015- 06/10/2016
	Auxiliary Band, Senior High		\$ 2,244.00	
	Jazz Band, Senior High		\$ 2,244.00	
513. Welter, Tracy	Department Chair, Science	Bernice Ayer MS	\$ 3,142.00	08/21/2015- 06/10/2016
514. Werner, Danny	Surfing, (Head)	Aliso Niguel HS	\$ 3,367.00	08/24/2015- 11/05/2015
515. Westling, Kurt	Football, Head	Aliso Niguel HS	\$ 4,040.00	08/10/2015- 11/12/2015
516. Wiggins, Jeremy	Choral, Senior High	San Clemente HS	\$ 3,591.00	08/21/2015- 06/10/2016
517. Wright, Rachel	Choral	Niguel Hills MS	\$ 1,796.00	08/25/2015- 06/09/2016
518. Yanaura, Mark	PAL Coordinator	Vista Del Mar MS	\$ 1,347.00	08/25/2015- 06/09/2016
	Department Chair, PE		\$ 3,142.00	
519. Yancey, Steven	Water Polo, Varsity (Head)	Capistrano Valley HS	\$ 3,367.00	09/01/2015- 11/07/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
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Personnel Activity List Board of Trustees Regular Meeting of September 23, 2015
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APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
520. Stephens, John	Tennis, Varsity (Head)	San Clemente HS	\$ 168.35	05/30/2015

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
521. Corbett, Kevin	Football, (Asst)	Tesoro HS	\$ 1,200.00	07/01/2015- 07/30/2015
522. Talley, Bobby	Cross Country, Girls' (Asst)	Aliso Niguel HS	\$ 2,600.00	08/18/2015- 11/01/2015
523. Burger, Gregory	Football, Freshman (Asst)	Aliso Niguel HS	\$ 2,000.00	08/18/2015- 11/10/2015
524. Riscica, Nicole	Basketball, Girls'	San Juan Hills HS	\$ 1,000.00	07/01/2015- 07/31/2015
525. Allen, Christine	Instrumental Music	Newhart MS	\$ 3,000.00	08/25/2015- 06/09/2016
526. Davis, Nancy	Instrument Music	Newhart MS	\$ 3,500.00	08/25/2015- 06/09/2016
527. Ludwig, Ann	Instrumental Music	Newhart MS	\$ 2,000.00	08/25/2015- 06/09/2016
528. Ellerby, Michael	Instrumental Music	Newhart MS	\$ 4,500.00	08/25/2015- 06/09/2016
529. Esses, Erin	Instrumental Music	Newhart MS	\$ 3,000.00	08/25/2015- 06/09/2016

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
530. Beutin, Erin	Personal	09/04/2015- 06/10/2016

