

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

BOARD OF TRUSTEES  
Regular Meeting

February 10, 2016

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**

Kirsten Vital/Clark Hampton  
Significant exposure to Litigation – Two Cases  
Attorney: Mark Bresee  
(Pursuant to Government Code §54956.9 (d)(3))

John Roach  
One Case

(Pursuant to Government Code §54956.9 (d)(2))

**EXHIBIT A-1**

**B. PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT**

Assistant Superintendent, Human Resource Services  
(Pursuant to Government Code §54957)

**EXHIBIT B**

**C. CONFERENCE WITH LABOR NEGOTIATORS**

Kirsten Vital/John Roach/Clark Hampton  
Employee Organizations:  
1) Capistrano Unified Education Association (CUEA)  
2) California School Employees Association (CSEA)  
3) Teamsters  
4) Unrepresented Employees (CUMA)  
(Pursuant to Government Code §54957.6)

**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**

**Associated Student Body Report – Tesoro High School:**

*Bill Mocnik, Principal, Ryan Schreiber, Activities Director and Tony Tacheny, Student Body President of Tesoro High School*

**Extra Milers:**

*Michelle Hart, Foundation Executive Director, CUSD Foundation*

**BOARD AND SUPERINTENDENT COMMENTS**

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

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

**DISCUSSION/ACTION ITEMS**

**1. THIRD READING – REVISIONS TO BOARD POLICY 5111.5, LANGUAGE IMMERSION AND INTERNATIONAL BACCALAUREATE ADMISSIONS:**

Board Policy 5111.5, *Language Immersion and International Baccalaureate Admissions*, has been updated to outline the proposed matriculation pathways for the Spanish Immersion Program, the Mandarin Immersion Program and the International Baccalaureate Program. Determining the pathways will help provide more predictable enrollment counts for staffing purposes and eliminate the need for School of Choice application to middle and high school for Language Immersion and International Baccalaureate students. Having the matriculation pathways and a defined Kindergarten enrollment process which takes place outside of School of Choice helps alleviate concerns around guaranteed placement and program continuation as students matriculate to the different levels. The proposed matriculation pathways have been determined based on the geographic location of the Language Immersion (LI) and International Baccalaureate (IB) schools and the high school attendance boundaries as well as by the enrollment geographical trends of Mandarin Immersion Program (MIP) families. The transition plan, *Grandfather Clause*, for currently enrolled Language Immersion students will be implemented 2016-2024 to provide adequate time for parents and student to select the Middle and High school to continue their Language Immersion program participation. The guaranteed matriculation pathways will begin with the newly enrolled Kindergarten students in the 2016-2017 school year and will be in full effect the 2024-2025 school year. Staff will update the SOC policy to add a priority for LI students to provide options to enroll in a LI program outside of the guaranteed pathway. The potential future fiscal costs include but are not limited to additional staff, additional sections, materials and

DISCUSSION/  
ACTION  
Page 1  
**EXHIBIT 1**

professional development for program expansion. Changes are underlined, deletions are struck-through.

***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, Assistant Superintendent, Education Services***

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Board Policy 5111.5, *Language Immersion and International Baccalaureate Admissions*.

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

**2. SPECIAL EDUCATION COMMUNITY ADVISORY COMMITTEE ANNUAL REPORT:**

California Education Code §§56190-56194 specifies that each Special Education Local Plan Area must establish a Community Advisory Committee (CAC) with parents of students with special needs forming the majority of membership. Other members include parents of other students in the District, general education and special education teachers, school personnel, representatives of public and private agencies, and persons concerned with individuals with exceptional needs. CAC members are appointed by the Board of Trustees for a period of two years in an advisory capacity. CAC responsibilities include: advising the District on the plan for special education, recommending annual priorities, assisting in parent education, recruiting parents and other volunteers, encouraging community involvement in special education, supporting activities on behalf of individuals with special needs, and assisting in parent awareness of the importance of regular school attendance. This presentation will highlight the 2014-2015 CAC accomplishments as well as an update on the 2015-2016 CAC activities.

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

***Contact: Mark Miller, Assistant Superintendent, SELPA and Special Education Services***

Staff Recommendation

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

**3. SECOND READING - APPROVAL OF SUBSTITUTE DAILY RATE OF PAY INCREASE:**

The District substitute teachers currently receive the lowest daily rate of pay of districts surveyed in the county. Raising the daily rate for substitute teachers would make the District more competitive with neighboring districts, encouraging local substitutes to serve in their own district. The Board will be presented with further data and analysis following questions asked at the January 27 Board meeting.

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

INFORMATION/  
DISCUSSION

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**EXHIBIT 2**

DISCUSSION/  
ACTION

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**EXHIBIT 3**

**Contact: John Roach, Interim Assistant Superintendent, Personnel Services/Compliance**

Staff Recommendation

It is recommended the Board President recognize John Roach, Interim Assistant Superintendent, Personnel Services/Compliance, to present this item.

Following discussion, it is recommended the Board of Trustees approve the recommendation to increase the daily rate of pay for substitute teachers.

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

**4. SECOND READING – BOARD POLICIES 4111; 4211; 4311; RECRUITMENT, SELECTION AND APPOINTMENT:**

DISCUSSION/  
ACTION

Education Code §35161 authorizes the Board of Trustees to delegate any of its powers or duties to any officer or employee of the District provided that the Board retains ultimate responsibility over the performance of those powers and duties delegated.

Page 9  
**EXHIBIT 4**

In the efficient operation of the District, students are best served when positions are filled with high quality individuals quickly. This amendment authorizes the Superintendent to hire employees subject to ratification by the Board, bridging the time between Board meetings in an effort to ensure staff is in place to provide instruction and support services efficiently and without delay. Changes are underlined, deletions are struck through.

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

**Contact: John Roach, Interim Assistant Superintendent, Personnel Services/Compliance**

Staff Recommendation

It is recommended the Board President recognize John Roach, Interim Assistant Superintendent, Personnel Services/Compliance, to present information on this item and answer any questions Trustees may have.

Following discussion, it is recommended the Board of Trustees approve Board Policies 4111; 4211; 4311; *Recruitment, Selection and Appointment*.

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

**5. NOMINATING SUBCOMMITTEE FOR BOARD POLICY UPDATES AND REVISIONS:**

DISCUSSION/  
ACTION

A subcommittee to manage the process of prioritizing, reviewing and revising Board Policies over the next eighteen months. The subcommittee ensures policies are fully reviewed prior to Board's evaluation and final approval. This agenda item requires the Board of Trustees to select three members to serve on this subcommittee. There is no financial impact.

**EXHIBIT 5**

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

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

Staff Recommendation

It is recommended the Board of Trustees review the committee listed and reaches a consensus and/or take a formal vote on which Trustees will participate on the Board Subcommittee on Board Policy Updates and Revisions.

Following discussion, it is recommended the Board of Trustees approve the Selection of Trustee Participation on Board Subcommittee on Board Policy Updates and Revisions.

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

### **CONSENT CALENDAR**

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

### **BUSINESS & SUPPORT SERVICES**

**6. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTIONS:**

Approval of the ratification of special education Informal Dispute Resolution Case #20160104, Case #20160105, and Case #20160108. Due to the confidential nature of the Agreements, supporting information is provided to Trustees under separate cover. There is no financial impact.

*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 Services*

**7. SPECIAL EDUCATION SETTLEMENT AGREEMENT:**

Approval of special education Settlement Agreement Case #2015071129. Due to the confidential nature of the Agreement, supporting information is provided to Trustees under separate cover. Expenditures under this Agreement are limited to \$25,000, 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 Services*

**8. ARCHITECTURAL AND RELATED SERVICES AGREEMENT–WLC ARCHITECTS, INCORPORATED–BERGESON ELEMENTARY SCHOOL MODULAR PORTABLES:**

Approval of the Agreement for Architectural and Related Services with WLC Architects, Incorporated to provide services related to the design and construction of two portable classrooms and associated site work at Bergeson Elementary School to accommodate additional enrollment projections. The fixed fee for basic services is \$23,000 plus reimbursable expenses in the amount of \$5,046 as detailed in the Agreement. Due to the size of the Agreement for Architectural and Related Services, it will be posted online in the District Board Agendas and Supporting Documentation page. This project is funded by Developer Fees fund 25.

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

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

- 9. QUARTERLY REPORT – WILLIAMS SETTLEMENT UNIFORM COMPLAINT:** Page 10  
**EXHIBIT 9**
- Acceptance of Williams Settlement First Quarter Report. As a result of the Williams Settlement, Education Code §35186 mandates school districts establish policies and procedures to resolve deficiencies related to textbooks and instructional materials, teacher vacancies or misassignments, facility conditions posing a threat to student/staff health or safety, and instruction and services for the California High School Exit Examination. Furthermore, the law requires any deficiencies or complaints be reported to the Board of Trustees at a regularly scheduled public meeting each quarter. During the second quarter, two complaints were filed.
- CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.***
- Contact: John A. Roach, Interim Assistant Superintendent, Personnel Services***
- GENERAL FUNCTIONS**
- 10. SCHOOL BOARD MINUTES:** Page 11  
**EXHIBIT 10**
- Approval of the minutes of the December 9, 2016 - December 14, 2016 - January 13, 2016 and January 27, 2016 regular Board meetings.
- Contact: Colleen Hayes, Manager IV, Superintendent's Office***
- BUSINESS & SUPPORT SERVICES**
- 11. DONATION OF FUNDS AND EQUIPMENT:** Page 45  
**EXHIBIT 11**
- Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$407,227.50 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***
- 12. EXTENSION OF AGREEMENT FOR BID NO. 1314-18, ELECTRICAL SERVICE – GILBERT & STEARNS, INCORPORATED:** Page 48  
**EXHIBIT 12**
- Approval of the Extension of Agreement of Bid No. 1314-18, Electrical Service with Gilbert & Stearns, Incorporated to provide repairs related to electrical services for all sites throughout the District. The vendor is requesting an increase to their current hourly labor rates for the renewal period of January 1, 2016 through December 31, 2016, due to wage increases by the National Electrical Contractors Association Agreement Wage and Contribution Schedules, August 2015 and February 2016 shown in Exhibit A attached. Annual expenditures under this contract are estimated to be \$600,000 funded by deferred maintenance and routine restricted maintenance accounts. Actual expenditures under this bid will vary depending on the needs of the District and availability of funding.
- CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.***
- Contact: Clark Hampton, Deputy Superintendent, Business and Support Services***
- 13. INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE, AND MASTER CONTRACT AGREEMENTS:** Page 63  
**EXHIBIT 13**
- Approval of the District standardized Independent Contractor, Professional Services, Master Contract, and Field Service Agreements. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The exhibit shows ten new retroactive agreements totaling \$344,150 and two amendments totaling \$6,498. 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. Agreement listing is attached.

***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***

**14. AWARD REQUEST FOR PROPOSALS NO. 5-1516, ENERGY AUDIT SERVICES:**

Approval of the award of Request for Proposal (RFP) No. 5-1516, to provide energy audit services to capitalize on the available funding available through Proposition 39 (Prop 39) - California Clean Energy Jobs Act. In response to the RFP, the District received seven proposals: Alliance Building Solutions, Inc.; Climatec, LLC; Enviser; Farmand, Inc., dba Indoor Environmental Services; OpTerra Energy Services, Inc.; Schneider Electric Buildings Americas, Inc. (Schneider Electric); and SmartWatt Energy, Inc. Schneider Electric was selected based on the company's experience, costs/fees, qualifications of staff and other factors enumerated in the RFP. Services under this contract are estimated to be approximately \$500,000 at the proposed rates contained in Schneider Electric's proposal, funded by Prop 39 funds with no impact on the general fund. The term of the contract will be one year, beginning February 15, 2016 through February 14, 2017, with the option to extend at the end of the term. Due to the size of the proposal and contract, all documents will be posted online on the District Purchasing Supporting Documentation page.

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

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

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

Page 128  
**EXHIBIT 15**

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The expenditures related to the listed purchase orders and commercial warrants included in this item were previously authorized as part of the District's budget approval process. The purchase orders total \$1,248,145.96 and the commercial warrants total \$4,224,884.74. Attachment 3 is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings. Attachment 4 is a list of previously Board-approved warrants, by vendor, exceeding \$250,000.

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

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

**PERSONNEL SERVICES**

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

Page 162  
**EXHIBIT 16**

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: John A. Roach, Interim Assistant Superintendent, Personnel Services***

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

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**EXHIBIT 17**

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: John A. Roach, Interim Assistant Superintendent, Personnel Services*

**ADJOURNMENT**

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

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS  
WEDNESDAY, FEBRUARY 24, 2016, 7:00 P.M.  
AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM,  
33122 VALLE ROAD,  
SAN JUAN CAPISTRANO, CALIFORNIA**

For information regarding Capistrano Unified School District, please visit our website:

[www.capousd.org](http://www.capousd.org)

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

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

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

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

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

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

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

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

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

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

#### **REASONABLE ACCOMMODATION**

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 10, 2016

**CONSIDERATION OF MATRICULATION PATTERNS FOR LANGUAGE  
IMMERSION PROGRAM**

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**BACKGROUND INFORMATION**

Two-Way Language Immersion was established in Capistrano Unified in 1992 and is based on a model that has been in place in North America since the 1960s. Two-Way immersion is a unique educational model where children learn to think, read, write and communicate naturally in two languages. Classes are composed of students who are both native English speakers and native Spanish speakers of the target language. Beginning in kindergarten students are taught academic subjects in the target language and English developing proficiency in both languages, resulting in students' biliteracy. The Language Immersion programs have expanded and presently offer both Spanish and Mandarin Language Immersion programs. This expansion has resulted in the need to defined matriculation pathways to support a cohesive K-12 program.

**CURRENT CONSIDERATIONS**

This agenda item presents a proposal for matriculation pathways for the Language Immersion matriculation pathways for the Mandarin Immersion and Spanish Immersion programs. The most pressing need is to select the matriculation pathway for Viejo and Bergeson Immersion students, as there are currently 5<sup>th</sup> and 4<sup>th</sup> grade students wishing to continue in Language Immersion. The proposed matriculation pathways have been determined based on the geographic location of the Language Immersion (LI) schools and the high school attendance boundaries as well as by the enrollment geographical trends of Mandarin Immersion Program (MIP) families. The guaranteed matriculation pathways will begin with the newly enrolled Kindergarten students in the 2016-2017 school year and will be in full effect the 2024-2025 school year. The potential future fiscal costs include but are not limited to additional staff, additional sections, materials and professional development for alignment of the instructional program.

## FINACIAL AND PROGRAMATIC CONSIDERATIONS

Issue to Consider	Newhart		Hankey	
	Spanish	Mandarin	Spanish	Mandarin
Professional Development	No additional professional development required other than new staff introduction to adopted curricula.		\$1200/per teacher for IB training. It is not a requirement for every middle grade teacher to be trained. IB requires recertification training every 5 years. This is a potential cost.	
Staffing	One current teacher with a multiple subject credential will be surplused to hire the BCLAD multiple subject teacher. Funded through general funds, no additional cost	One current teacher with a multiple subject credential will be surplused to hire the BCLAD multiple subject teacher. Funded through general funds, no additional cost	One current teacher with a multiple subject credential will be surplused to hire the BCLAD multiple subject teacher. Funded through general funds, no additional cost  One teacher needed for one section of science \$20,000 annually	One current teacher with a multiple subject credential will be surplused to hire the BCLAD multiple subject teacher. Funded through general funds, no additional cost  One teacher needed for one section of science \$20,000 annually
Electives	<ul style="list-style-type: none"> <li>• Presently Newhart offers the following number of elective sections:</li> <li>• 2- Spanish</li> <li>• 1- ASB</li> <li>• 1- PAL</li> <li>• 1- Robotics</li> <li>• 1- Underwater Rovers</li> <li>• 1- Rocketry</li> <li>• 1- Urban Gardening</li> <li>• 1- Yearbook</li> <li>• 7- Music</li> <li>• 2- Choir</li> <li>• 1- AVID</li> <li>• 2- Drama</li> <li>• 5- Woodshop</li> <li>• 2- Video Production</li> <li>• 4- Computer Classes</li> <li>• 3- Cooking</li> <li>• 3- Art</li> </ul>		<ul style="list-style-type: none"> <li>• IB requires a Fine Arts and Foreign language as elective for all students</li> <li>• Presently Hankey offers the following number of elective sections:               <ul style="list-style-type: none"> <li>○ 2 - Design Tech</li> <li>○ 5 - Music</li> <li>○ 5 – Spanish**</li> </ul> <p><i>**Spanish is split with PE to ensure all IB requirements are met, this is 50% less language instruction for this course (this would be the case for the Mandarin language course if MIP were at Hankey)</i></p> </li> </ul>	
ELD Support	<ul style="list-style-type: none"> <li>• Three levels of ELD offered-</li> </ul>		<ul style="list-style-type: none"> <li>• One level of ELD is offered</li> </ul>	

Issue to Consider	Newhart	Hankey	
	already receive Title III funds for off ratio classes <ul style="list-style-type: none"> <li>Students may take ELD and another elective if they take zero period</li> </ul>	<ul style="list-style-type: none"> <li>Students do not have an elective if they are in ELD</li> </ul>	
Zero Period	<ul style="list-style-type: none"> <li>Currently zero period is offered for PE funded from the general fund</li> <li>Open to additional zero period offerings to afford an additional elective to students 1 section = \$20,000/annually</li> </ul>	<ul style="list-style-type: none"> <li>Zero period is not offered and will not be offered without the support in the form of an Assistant Principal to provide supervision.</li> <li>School begins at 8 a.m. – zero period would begin at approximately 7:10</li> <li>Band could be offered if an AP and additional section funding were provided (estimated costs) AP= \$120,000/annually 1 Section= \$20,000/annually (*assumption is 1 FTE for the AP although .5FTE is an option)</li> </ul>	
*Transportation	<ul style="list-style-type: none"> <li>Busing is provided as part of the general education program for students residing in the Viejo attendance boundaries as Newhart is already the identified school of matriculation for Viejo students</li> <li>Students outside the attendance area, parents will be responsible for transportation</li> </ul>	Parents will be responsible for transportation	
Total <b>Estimated</b> Costs for: 2 zero period sections and 1 off ratio section	\$60,000/annually	\$60,000/annually	\$140,000/annually
	To operate both languages: \$80,000- zero period could be offered to support both languages		To operate both languages: \$260,000- zero period could be offered to support both languages

### **STAFF RECOMMENDATION**

Staff recommends both the Mandarin and Spanish Immersion programs be placed at Newhart Middle School.

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

**LANGUAGE IMMERSION AND INTERNATIONAL BACCALAUREATE ADMISSIONS****Purpose and Intent**

The Board of Trustees encourages District students to challenge themselves academically, develop intercultural understanding and respect, and the development of biliteracy, bilingualism, and biculturalism. The District shall offer opportunities for students to participate in both International Baccalaureate and Language Immersion programs. The Kindergarten through grade 12 Language Immersion and International Baccalaureate programs are an integral feature of the District's instructional offerings. The District's International Baccalaureate program shall provide structured, purposeful inquiry that engages students in their own learning. The District's Language Immersion program shall provide academic content and literacy in English and a partner language. The goals of Language Immersion are for students to develop high levels of language proficiency and literacy in both program languages, to demonstrate high levels of academic achievement, and to develop an appreciation for and an understanding of diverse cultures.

Once admitted to a Language Immersion or International Baccalaureate program, the program becomes the student's School of Residence and matriculation path through high school.

School capacities and class size mandates/guidelines are established to optimize the use of existing facilities and to maintain relatively balanced enrollments. All Language Immersion and International Baccalaureate schools offer high quality instructional programs addressing the District's mission, goals, and adopted curricula. Parents/guardians of any student who resides within District boundaries may apply to the Language Immersion program or the International Baccalaureate program, regardless of the location of their residence within the District. The transition plan for implementing this policy includes a *Grandfather Clause* for currently enrolled Language Immersion students which will be implemented 2016-2024 to provide adequate time for parents and student to select their Language Immersion middle and high schools. Matriculation pathways will begin with the newly enrolled Kindergarten students in the 2016-2017 school year and will be in full effect the 2024-2025 school year. The 2015-2016 Kindergarten class will be in grade 8 in 2023-2024; the transition plan will conclude with these students. As part of the transition plan staff will survey the parents and students for their desired matriculation school and will enroll students in their desired school, without a School of Choice application or additional paperwork.

**Priority Criteria for School Placement**

The criteria below will be used to fill the openings at each Language Immersion and International Baccalaureate site. After all School of Residence students have been placed, all children of employees will be given priority placement at the employees' work site. At each step a random unbiased lottery will be used to fill openings. Remaining openings will be determined before moving to the next criteria until all open positions are filled. If there are openings after all applicants are placed, these openings will be filled with interested families from other regions, as indicated on the application.

**LANGUAGE IMMERSION AND INTERNATIONAL BACCALAUREATE ADMISSIONS**  
(continued)

District students residing in any Board approved school attendance area shall first be provided the option of attending their School of Residence and acceptance to the Language Immersion/International Baccalaureate program at that school site.

1. Any sibling(s) of a currently enrolled Language Immersion/International Baccalaureate student. Sibling means brother/sister, step-brother/step-sister, or foster brother/sister residing in the same household.
2. Students residing within the District attendance boundaries, but not within the Language Immersion/International Baccalaureate home school attendance boundaries.
3. Students of employees, not assigned to the Language Immersion or International Baccalaureate work campus, residing outside of the District boundaries.
4. Interdistrict transfers (students from outside the district).

**Matriculation Pathways**

The International Baccalaureate program is open to applicants' Districtwide, Kindergarten through grade 8; matriculation to high school offers two International Baccalaureate school options whereby applicants have the option to enroll in either IB high school. The Spanish Language Immersion programs are offered in a North, a South, and a Central K-12 pathway. The District offers one Mandarin Language Immersion K-12 pathway. After initial Kindergarten enrollment, if a family wishes to change schools for any reason, this must be done through the School of Choice (SOC) process. Language Immersion/International Baccalaureate families will be afforded priority in the SOC process. Priority will be based upon the criteria as outlined in the SOC policy, with priority given to support students' continued participation in a K-12 program. The guaranteed matriculation pathways, as outlined within the matriculation pathway table, will begin with the newly enrolled Kindergarten students in the 2016-2017 school year and will be in full effect the 2024-2025 school year.

## **LANGUAGE IMMERSION AND INTERNATIONAL BACCALAUREATE ADMISSIONS** (continued)

### **Guaranteed Matriculation Pathways**

<b>Language Immersion Schools</b>	<b>Spanish Two Way Immersion North Region</b>	<b>Spanish Two Way Immersion Central Region</b>	<b>Spanish Two Way Immersion South Region</b>	<b>Mandarin All of CUSD</b>	<b>International Baccalaureate All of CUSD</b>
Elementary Schools	Viejo	San Juan	Las Palmas	Bergeson	Hankey
Middle Schools	Newhart	Marco Forster	Bernice Ayers	Newhart	Hankey
High Schools	CVHS	SJHHS	SCHS	CVHS	CVHS & SCHS

### **Home-to-School Bus Transportation**

If the Language Immersion or International Baccalaureate School is the student's School of Residency and the school provides transportation, a student may qualify to receive District provided transportation. Transportation of students who do not reside within the school boundary of the Language Immersion or International Baccalaureate school is the responsibility of the parent/guardian.

### **K -12 Program Assurances**

Language Immersion and International Baccalaureate are a K -12 commitment both for families and the District. Students and families are asked to commit to the program through all three school levels. The District's commitment to the families in these programs lies in providing quality standards-driven instruction, to demonstrate high levels of academic achievement, to develop an appreciation for and an understanding of diverse cultures, and to develop proficiency and literacy in both program languages in Language Immersion programs. Students who struggle academically or who experience difficulty in acquiring the program language and content will be supported with quality instruction and intervention strategies rather than exited from the program.

Language Immersion and International Baccalaureate Students being involuntarily transferred back to their School of Residence, or another school deemed appropriate, have the right to an Admission and Discharge hearing relative to the infraction which caused the involuntary transfer. Students requesting a transfer to their School of Residence after having been accepted into another school through the School of Choice (SOC) process, will not be guaranteed a place in their school of residence until after the next SOC cycle, or unless space is available.

**LANGUAGE IMMERSION AND INTERNATIONAL BACCALAUREATE ADMISSIONS**  
(continued)

*Legal Reference:*

**EDUCATION CODE**

*35160 Authority of governing boards*  
*35160.1 Broad authority of school districts*  
*35160.5 District policies; rules and regulations*  
*35291 Rules*  
*35350 Transportation of students*  
*35351 Assignment of students to particular schools*  
*29 Ops.Cal.Atty.Gen. 63*

Policy

CAPISTRANO UNIFIED SCHOOL DISTRICT

Adopted:

San Juan Capistrano, California

## LANGUAGE IMMERSION AND INTERNATIONAL BACCALAUREATE ADMISSIONS

### Purpose and Intent

The Board of Trustees encourages District students to challenge themselves academically, develop intercultural understanding and respect, and the development of biliteracy, bilingualism, and biculturalism. The District shall offer opportunities for students to participate in both International Baccalaureate and Language Immersion programs. The Kindergarten through ~~grade 12~~<sup>twelfth grade</sup> Language Immersion and International Baccalaureate programs are an integral feature of the District's instructional offerings. The District's International Baccalaureate program shall provide structured, purposeful inquiry that engages students in their own learning. The District's Language Immersion program shall provide academic content and literacy in English and a partner language. The goals of Language Immersion are for students to develop high levels of language proficiency and literacy in both program languages, to demonstrate high levels of academic achievement, and to develop an appreciation for and an understanding of diverse cultures.

Once admitted to a Language Immersion or International Baccalaureate program, the program becomes the student's ~~S~~<sup>chool of R</sup>esidence and matriculation path through high school.

School capacities and class size mandates/guidelines are established to optimize the use of existing facilities and to maintain relatively balanced enrollments. All Language Immersion and International Baccalaureate schools offer high quality instructional programs addressing the District's mission, goals, and adopted curricula. ~~Spanish Language Immersion is offered in three regions of the District. Parents/guardians may apply to the Spanish Immersion program for the region in which they reside. The parents~~Parents/guardians of any student who resides within District boundaries may apply to the ~~Mandarin Language~~ Immersion program ~~and or~~ the International Baccalaureate program, regardless of the location of their residence within the District. ~~Pending one's residency and/or feeder pattern as well as a school's capacity, two high school International Baccalaureate options are available for enrollment. The transition plan for implementing this policy includes a Grandfather Clause for currently enrolled Language Immersion students which will be implemented 2016-2024+ to provide adequate time for parents and student to select their the Language Immersion middle and high schools. Feeder p~~PatternsMatriculation pathways will begin with the newly enrolled Kindergarten students in the 2016-2017 school year and will be in full effect the 2024+2025~~2~~ school year. The 2015-2016 Kindergarten class will be in grade 8 in 2023-2024+; the transition plan will conclude with these students. As part of the transition plan staff will survey the parents and students for their desired matriculation school and will enroll students in their desired school, without ~~SO~~<sup>C</sup>a School of Choice application or additional paperwork.

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### Priority Criteria for School Placement

The criteria below will be used to fill the openings at each Language Immersion and International Baccalaureate site. ~~After all S~~<sup>chool of R</sup>esidence students have been placed, ~~all children of employees will be given priority placement at the employees' work site.~~ At each step a random unbiased lottery

will be used to fill openings. Remaining openings will be determined before moving to the next criteria until all open positions are filled. If there are openings after all applicants are placed, these openings will be filled with interested families from other regions, as indicated on the application.

Students

BP 5111.5(b)

## **LANGUAGE IMMERSION AND INTERNATIONAL BACCALAUREATE ADMISSIONS** (continued)

District students residing in any Board approved school attendance area shall first be provided the option of attending their School of Residence and acceptance to the Language Immersion/International Baccalaureate program at that school site.

1. Any sibling(s) of a currently enrolled Language Immersion/International Baccalaureate student. Sibling means brother/sister, step-brother/step-sister, or foster brother/sister residing in the same household.
- ~~2. Students of an employee at a Language Immersion or International Baccalaureate school will be given priority placement at the employees' work campus.~~
- ~~3.2~~ Students residing within the CUSD District attendance boundaries, but not within the Language Immersion/International Baccalaureate home school attendance boundaries. Regional Immersion programs are determined by the School of Residence.
- ~~4.3~~ Students of employees, not assigned to the Language Immersion or International Baccalaureate IB-work campus, residing outside of the CUSD District boundaries.
- ~~5.4~~ Interdistrict transfers (students from outside the district).

### Regional Feeder-Matriculation Pathways~~Patterns~~

~~Mandarin Language Immersion is open to applicants Districtwide due to this being the only Mandarin program. The International Baccalaureate program is open to applicants'~~ applicants' Districtwide, Kindergarten through ~~eight~~ grade 8; matriculation to high school offers two International Baccalaureate school options whereby applicants have the option to enroll in either IB high school, at the School of Residency, if applicable, or the non-boundary high school accepts students via priority. ~~Spanish Language Immersion is offered at three regional sites in the District and is open to applicants with S~~chools of Residency within those designated regions. ~~The matriculation patterns for these sites will be the enrollment path for Spanish Language Immersion students' K-12 progressions. The Spanish Language Immersion programs are~~ offered in a North, a South, and a Central K-12 pathways. ~~the regional feeder patterns matriculation pathways are a Northern, Central, and Southern group of elementary, middle and high schools. The District offers one Mandarin Language Immersion K-12~~

pathway. ~~-After initial Kindergarten enrollment, if a family Families wishes him~~ to change schools for any reason, ~~-this -must be done apply~~ through the ~~regular~~ School of Choice (SOC) process. Language Immersion/International Baccalaureate families will ~~not~~ be afforded priority in the SOC process. ~~Priority will be based upon the existing criteria as outlined in the SOC policy, with priority given to support students' continued participation in a K-12 program. -and will follow the criteria for all students.- The Acceptance to another school does not constitute continuation in the Language Immersion program. Feeder Patterns~~ Guaranteed matriculation pathways, as outlined within the matriculation pathway table, will begin with the newly enrolled Kindergarten students in the 2016-2017 school ~~year~~ year and will be in full effect ~~-the 2024-2025~~ school year.

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Students

BP 5111.5(c)

# **LANGUAGE IMMERSION AND INTERNATIONAL BACCALAUREATE ADMISSIONS** (continued)

## **Guaranteed Matriculation Pathways**

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Language Immersion Schools	Spanish Two Way Immersion North Region	Spanish Two Way Immersion Central Region	Spanish Two Way Immersion South Region	Mandarin All of CUSD	International Baccalaureate All of CUSD
Elementary Schools	Viejo	San Juan	Las Palmas	Bergeson	Hankey
Middle Schools	Newhart <del>Hankey</del>	Marco Forster	Bernice Ayers	<del>Newhart</del> <del>Hankey</del>	Hankey
High Schools	CVHS	SJHHS & <del>CVHS</del>	SCHS & <del>SJHHS</del>	CVHS	CVHS & SCHS

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Students \_\_\_\_\_ BP 5111.5(d)

**LANGUAGE IMMERSION AND INTERNATIONAL BACCALAUREATE ADMISSIONS**  
(continued)

**Home-to-School Bus Transportation**

If the Language Immersion or International Baccalaureate School is the student's School of Residency and the school provides transportation, a student may qualify to receive District provided transportation. Transportation of students who do not reside within the school boundary of the Language Immersion or International Baccalaureate school is the responsibility of the parent/guardian.

**K -12 Program Assurances**

Language Immersion and International Baccalaureate are a K -12 commitment both for families and the District. Students and families are asked to commit to the program through all three school levels. The District's commitment to the families in these programs lies in providing quality standards-driven instruction, to demonstrate high levels of academic achievement, to develop an appreciation for and an understanding of diverse cultures, and to develop proficiency and literacy in both program languages in Language Immersion programs. Students who struggle academically or who experience difficulty in acquiring the program language and content will be supported with quality instruction and intervention strategies rather than exited from the program.

Language Immersion and International Baccalaureate Students being involuntarily transferred back to their School of Residence, or another school deemed appropriate, have the right to an Admission and Discharge hearing relative to the infraction which caused the involuntary transfer. Students requesting a transfer to their School of Residence after having been accepted into another school through the School of Choice (SOC) process, will not be guaranteed a place in their school of residence until after the next SOC cycle, or unless space is available.

Students \_\_\_\_\_ BP 5111.5(d)

**LANGUAGE IMMERSION AND INTERNATIONAL BACCALAUREATE ADMISSIONS**

(continued)

~~Discharge hearing relative to the infraction which caused the involuntary transfer. Students requesting a transfer to their School of Residence after having been accepted into another school through the SOCSchool of Choice (SOC) process, will not be guaranteed a place in their school of residence until after the next SOC cycle, or unless space is available.~~

*Legal Reference:*

EDUCATION CODE

35160 Authority of governing boards  
35160.1 Broad authority of school districts  
35160.5 District policies; rules and regulations  
35291 Rules  
35350 Transportation of students  
35351 Assignment of students to particular schools  
29 Ops.Cal.Attv.Gen. 63

Policy

CAPISTRANO UNIFIED SCHOOL DISTRICT

Adopted:

San Juan Capistrano, California

# CUSD Community Advisory Committee



2016 Annual report

## CAC Description

- Support activities on behalf of individuals with exceptional needs.
- Provide parent education opportunities at monthly meetings.
- Opportunity to communicate directly with administrators.
- Connect with other parents, share resources and gain support.
- As needed, review Local Plan, which describes the local policies, procedures, and programs that are consistent with the state laws, regulations, and policies for special education, and recommend annual priorities to be addressed by the Local Plan.

## CAC and PTA

CAC works in direct partnership with PTA. Our goal is to have a special ed parent rep at each one of our schools. The special ed parent rep attends monthly CAC meetings, and then shares this information at their schools' PTA meetings. They work to connect parents at their school site, and help to bridge the gap between general education and special education.



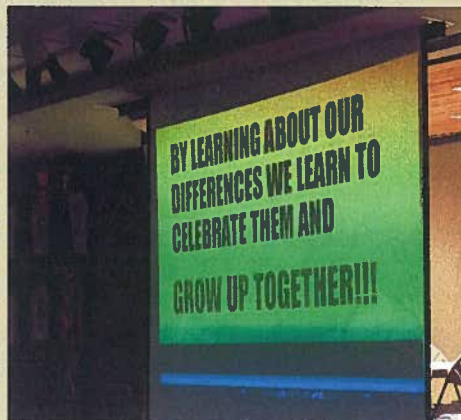
## A partnership with administration

- CAC leadership meets monthly with SELPA director.
- CAC Chair, Vice Chair and SELPA director plan to attend a legislative sharing day this May 4.
- Have an ongoing, open line of communication between CAC leadership and special education administration.



## Ability Awareness Programs

We encourage our parent reps to consider holding some type of Ability Awareness program at their school. This can range from an assembly speaker, to a full day event where students rotate through stations, and participate in activities which help teach the general ed student more about the student with special needs.



## Focus for 2015 2016

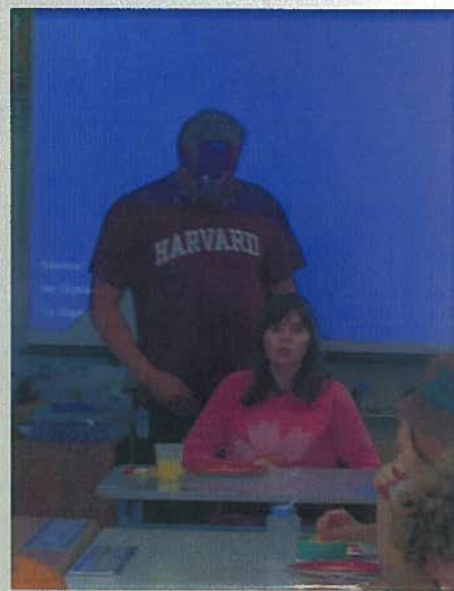


## Sunshine Awards

An event to recognize the exceptional work of CUSD employees, from teacher, whether special or general ed, independence facilitator, other support staff, custodial staff. Parents are being asked to nominate staff members who have gone above and beyond for their child, or has had a positive influence on students.



**Sunshine Awards to be held at 4pm on the afternoon of Tuesday March 15, 2016**



## AAC Collaborative (Augmentative & Alternative Communication)

### Guiding Questions

- What processes can we put in place to ensure that all site teams have the knowledge base to effectively support students who use AAC devices.
- How can we facilitate greater continuity for students when they transition from one teacher to another or from one site to another?

### Beginning steps

- A survey has been sent out to all case carriers. The collaborative has reviewed these findings. Next step will be sending out a survey to all SLP's, followed by a parent survey.

### Goals

1. Improve upon and add processes to better support students, and improve continuity through transitions.
2. Offer professional development to positively impact a "culture" where language based environments and instruction are the norm, as well as increasing a knowledge base for personnel working in classrooms that serve students with AAC devices

Continue to offer parent education at all monthly meetings.

Host a parent ed night on the topic of AAC –Scheduled for 6:00  
on the evening of Tuesday March 15, 2016

Continue to offer support to all district site PTA Presidents  
and work with all site parent special ed representatives.

## Future Goal

CAC members partnering with special education staff, to create parent resources to assist families with college , and career preparedness. This will align with the special education department WIG on transition planning.



## Our continued mission

Support district administration, and mirror the fashion in which special education leaders and general education leaders, are working collaboratively. CAC represents this philosophy of bridging any gap there might be, as **every** student, is a CUSD student first.

# **Proposed Substitute Pay Increase**

## **BACKGROUND INFORMATION**

On January 13, 2016, John Roach, Interim Assistant Superintendent, Personnel, presented a proposal for increasing pay for substitute teachers. The rate of pay for CUSD substitute teachers has not increased in more than fifteen years, and this proposal outlined a two-tier system of substitute pay. Currently CUSD pays substitutes using a three-tiered system: \$90.00 days 1-10, \$100.00 days 11-40, and \$221.00 days 41 or more. The proposal suggested raising the daily rate to \$105.00, and implementing a long-term rate at day 30 (to correlate with general education credentialing requirements) of \$150.00 per day. It was proposed the daily rate be implemented February 1, 2016, and the new long term rate be implemented July 1, 2016, so current long-term substitutes would not experience a decrease in the current year. The cost to the District for 2015-2016 was projected to be approximately \$137,000.00.

Comparative data from several local districts was also presented to the Board.

Members of the Board had a number of questions and requested more analysis of options for substitute pay. On January 27, 2016, Katie Nunan, Director III, Personnel Services/Insurance and Risk Management, brought a total of twelve options to the Board. Trustees gave additional direction to staff at this meeting. They wanted to see options that while remaining under the level of affordability (\$260,000.00), offered the long term rate earlier than day 30. Staff was directed to “work backwards” with the amount of funding allotted and to try and emulate a pay schedule similar to that of Garden Grove School District, exploring an option of \$115.00 daily and \$130.00 long term rate. Trustees also directed staff to provide these options using the proposed two-tier system.

## **CURRENT CONSIDERATIONS**

Included in this proposal are four additional options.

**Option 13:** This option most closely mirrors how Garden Grove was paying substitutes until February 1, 2016. It does not include retroactive pay; additional costs for retroactive pay would be \$100,000.00. District staff developed this option that replicates most, but not all, of the Garden Grove model, yet full disclosure mandates we provide the update that Garden Grove altered their substitute pay structure effective February 1, 2016. They are now paying \$115.00 daily, \$150.00 long term on day 11. They eliminated retroactive payment, but have added a pay rate for substitutes who work daily for a certain cumulative number of days.

**Option 14:** This is in response to a Trustee inquiry regarding daily rate at \$110.00 and starting long term rate on day 11 at \$140.00.

**Option 15:** This addresses the request by Trustees to provide an affordable rate that starts the long term rate earlier (day 11). Since the long term rate begins earlier, the rate of pay is less competitive with local Districts’ long term rate of pay.

**Option 16:** This option is provided to demonstrate the impact of the increase in daily rate on the overall costs. Even with no additional increase in the long term rate, raising the daily rate to \$110.00 is not an affordable option.

## **FINANCIAL IMPLICATIONS**

Options 13-16 are presented on the next page. Also included is staff’s recommendation, Option 3. Shaded options could be supported by the budgeted \$260,000.00.

**Total Substitutes for 2014-2015**  
**Does not Include Benefits**

Row Labels	Sum of UNITS
\$18.00	148.50
\$90.00	22,481.30
\$100.00	2,627.30
\$118.00	141.00
\$128.00	21.00
\$221.00	1,781.80
Grand Total	27,200.90

Current	14-15 Cost
\$18.00	\$2,673.00
\$90.00	\$2,023,317.00
\$100.00	\$262,730.00
\$118.00	\$16,638.00
\$128.00	\$2,688.00
\$221.00	\$393,777.80
<b>Total</b>	<b>\$2,701,823.80</b>

Option 13	Cost of Option 13
\$23.00	\$3,415.50
\$115.00	\$2,585,349.50
\$118.00	\$19,116.00
\$130.00	\$573,183.00
<b>Total</b>	<b>\$3,181,064.00</b>

Option 14	Cost of Option 14
\$22.00	\$3,267.00
\$110.00	\$2,472,943.00
\$118.00	\$19,116.00
\$140.00	\$617,274.00
<b>Total</b>	<b>\$3,112,600.00</b>

Option 15	Cost of Option 15
\$21.00	\$3,118.50
\$105.00	\$2,360,536.50
\$118.00	\$19,116.00
\$130.00	\$573,183.00
<b>Total</b>	<b>\$2,955,954.00</b>

**Increase                    \$479,240.20**

\$115 Days 1-10  
 \$130 11+

Second Semester - Start the  
 \$115 rate. Approx. \$260,000

**Increase                    \$410,776.20**

\$110 Days 1-10  
 \$140 11+

Second Semester - Start the  
 \$110 rate. Approx. \$200,000

**Increase                    \$254,130.20**

\$105 Days 1-10  
 \$130 11+

Second Semester - Start the  
 \$105 rate. Approx. \$137,000

Option 16	Cost of Option 16
\$22.00	\$3,267.00
\$110.00	\$2,472,943.00
\$118.00	\$19,116.00
\$110.00	\$485,001.00
<b>Total</b>	<b>\$2,980,327.00</b>

**Increase                    \$278,503.20**

\$110 Days 1-10  
 \$110 11+

Second Semester - Start the  
 \$110 rate. Approx. \$200,000

Option 3	Cost of Option 3
\$21.00	\$3,118.50
\$105.00	\$2,559,753.00
\$118.00	\$19,116.00
\$150.00	\$376,770.00
<b>Total</b>	<b>\$2,958,757.50</b>

**Increase                    \$256,933.70**

\$105 Days 1-30  
 \$150 31+

Second Semester - Start the  
 \$105 rate. Approx. \$137,000

## **STAFF RECOMMENDATION**

Implement Option 3 March 1, 2016, for substitutes working 1-40 days, eliminating the current day 11-40 \$100.00 rate of pay. This amounts to a daily rate increase of nearly 17% above the current daily rate of \$90.00 per day. It also establishes the two-tiered system of payment.

Implement the amended daily rate of \$150.00 for days 31+ starting with the 2016-2017 school year so current long term substitutes do not experience a decrease in 2015-2016. The 2016-2017 long term rate of \$150.00 will be aligned with the long term rate of local districts, as well as being in alignment with general education credentialing requirements.

## **RECRUITMENT, AND SELECTION AND APPOINTMENT**

In order to improve student achievement and efficiency in operations, the Board of Trustees desires to employ the most highly qualified and talented people available for open positions.

~~The Superintendent or designee shall recruit candidates for vacancies based on an assessment of the District's needs for specific skills, knowledge, and abilities. Job descriptions shall be developed, which accurately describe the essential functions and duties of each position. Job announcements shall be disseminated to a wide range of candidates to ensure the district attracts a broad and well-qualified pool of applicants. The Governing Board of Trustees is committed to employing suitable, qualified individuals to carry out the District's mission to provide high-quality education to its students and to ensure the efficiency of District operations.~~

~~The Superintendent or designee shall develop selection procedures that identify the best possible candidate for each position, based on screening processes, interviews, observations, and recommendations from previous employers. He/she may establish an interview committee, as appropriate, to rank candidates and recommend finalists. All discussions and recommendations shall be confidential in accordance with law. The Superintendent or designee shall develop fair, open, and transparent recruitment and selection processes and procedures which ensure that individuals are selected based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.~~

~~When a vacancy occurs, the Superintendent or designee shall review the job description for the position to ensure that it accurately describes the major functions and duties of the position. He/she also The District shall also disseminate job announcements to ensure a wide range of candidates.~~

~~The District's selection procedures shall include screening processes, interviews, observations, and recommendations from previous employers as necessary to identify the best possible candidate for a position. The Superintendent or designee may establish an interview committee, as appropriate, to rank candidates and recommend finalists. All discussions and recommendations shall be confidential in accordance with law to the extent permitted.~~

During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. No inquiry shall be made with regard to any category of discrimination prohibited by state or federal law.

~~For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee. For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.~~

**RECRUITMENT, ~~AND~~ SELECTION AND APPOINTMENT** (continued)

The Superintendent shall hire all certificated and classified bargaining unit members, subject to ratification by the Board. The Superintendent shall hire all managers except Principals, Executive Directors, Assistant Superintendents and Deputy Superintendents, subject to ratification by the Board.

Applicants for employment who were previous employees of the District and terminated for misconduct are not eligible for rehire.

*Legal Reference:*

**EDUCATION CODE**

*200-262.4 Prohibition of discrimination on the basis of sex*

*44066 Limitations on certification requirement*

*44259 Teaching credential; exception; designated subjects; minimum requirements*

*44735 Incentive grants for recruiting teachers for low-performing schools*

*44830-44831 Employment of certificated persons*

*44858 Age or marital status in certificated positions*

*44859 Prohibition against certain rules and regulations re residency*

*45103-45138 Employment (classified employees)*

*49406 Examination for tuberculosis*

*52051 Academic Performance Index*

*~~Legal Reference: (See next page)~~*

**GOVERNMENT CODE**

*12900-12996 Fair Employment and Housing Act, including:*

*12940-12956 Discrimination prohibited; unlawful practices*

**UNITED STATES CODE, TITLE 8**

*1324a Unlawful employment of aliens*

*1324b Unfair immigration related practices*

**UNITED STATES CODE, TITLE 42**

*2000d-2000d-7 Title VI, Civil Rights Act of 1964*

*2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended*

*2000h-2-2000h-Title IX, 1972 Education Act Amendments*

*12101-12213 Americans with Disabilities Act*

**CODE OF FEDERAL REGULATIONS, TITLE 28**

*35.101-35.190 Americans with Disabilities Act*

Policy

adopted: July 11, 2006

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

**NOMINATING SUBCOMMITTEE FOR BOARD POLICY UPDATES AND REVISIONS:**

A subcommittee to manage the process of prioritizing, reviewing and revising Board Policies over the next eighteen months. The subcommittee ensures policies are fully reviewed prior to Board's evaluation and final approval. This agenda item requires the Board of Trustees to select three members to serve on this subcommittee. There is no financial impact.

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## 2015-2016 Quarterly Report Williams Legislation Uniform Complaints

**District:** Capistrano Unified School District

**District Contact:** Rich Montgomery *RM*

**Title:** Executive Director, Personnel Services/Compliance

- |                                                |                                |                                       |
|------------------------------------------------|--------------------------------|---------------------------------------|
| <input type="checkbox"/> Quarter #1            | July 1 to September 30, 2015   | <b>Report due by October 30, 2015</b> |
| <input checked="" type="checkbox"/> Quarter #2 | October 1 to December 31, 2015 | <b>Report due by January 29, 2016</b> |
| <input type="checkbox"/> Quarter #3            | January 1 to March 31, 2016    | <b>Report due by April 29, 2016</b>   |
| <input type="checkbox"/> Quarter #4            | April 1 to June 30, 2016       | <b>Report due by July 29, 2016</b>    |

**Check the box that applies:**

- ☐ No complaints were filed with any school in the district during the quarter indicated above.
- ☒ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints.

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancies or Misassignments	0	0	0
Facility Conditions	2	2	0
CAHSEE Intensive Instruction & Services (high schools only)	0	0	0
<b>TOTALS</b>	<b>2</b>	<b>2</b>	<b>0</b>

Name of Superintendent: Kirsten M. Vital

Signature of Superintendent: *KM* Date: 1/13/16

**Please submit to:** Thea Savas  
Senior Administrative Assistant  
200 Kalmus Drive, B-1000  
P.O. Box 9050, Costa Mesa, CA 92628-9050  
(714) 966-4336 or fax to: (714) 327-1371

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES OF REGULAR MEETING  
DECEMBER 9, 2015  
EDUCATION CENTER – BOARD ROOM**

Superintendent Kirsten M. Vital called the meeting to order at 5:30 p.m.

**Call to Order/  
Adjourn to  
Closed Session**

At 5:32 p.m. the Board recessed to closed session to discuss: Public Employee Discipline/Dismissal/Release; confer with Labor Negotiators; and ratify Student Expulsion Stipulation Agreement. The regular meeting of the Board reconvened to open session and was called to order by Superintendent Vital at 7:01 p.m.

**ROLL CALL:**

MEMBERS PRESENT:     John Alpay  
                                 Amy Hanacek  
                                 Gila Jones  
                                 Martha McNicholas  
                                 Dr. Gary Pritchard  
                                 Jim Reardon  
                                 Student Advisor, Elizabeth Sorensen

MEMBERS ABSENT:     Lynn Hatton-Hodson

STAFF PRESENT:        Kirsten M. Vital, Superintendent  
                                 Clark Hampton, Deputy Superintendent,  
                                 Business and Support Services  
                                 Dr. Dan Burch, Interim Assistant Superintendent  
                                 Administrative Services/Community Relations  
                                 Dr. John Roach, Interim Assistant  
                                 Superintendent, Personnel Services  
                                 Shilo Gorospe, State-Certified Auditor  
                                 Dr. Susan Holliday, Interim Assistant  
                                 Superintendent, Education Services  
                                 Mark Miller, Assistant Superintendent, SELPA,  
                                 Special Education  
                                 Ryan Burris, Public Information Officer,  
                                 Communications

Superintendent Vital led the Board, staff and members of the audience in reciting The Pledge of Allegiance to the Flag of the United States of America.

**Pledge of  
Allegiance**

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

**Permanent  
Record**

Prior to the adoption of the Board Agenda, Superintendent Vital suggested amending the Board Agenda and moving **Agenda Item 8A** before **Item 8**.

**Adoption of the  
Board Agenda**

It was moved by Trustee McNicholas, seconded by Trustee Hanacek and motion carried by a 6-0-1 vote to adopt the Board Agenda, as amended above.

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

Superintendent Vital reported the following action taken during closed session:

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

**Agenda Item 3A-1: Public Employee Discipline/Dismissal/Release**

The Board voted 6-0-1 to suspend classified employee #18637 for thirty days without pay.

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

**Agenda Item 3B: Conference With Labor Negotiators**

There is no reportable action.

**Agenda Item 3C: Student Expulsions**

The Board voted 6-0-1 to ratify Student Expulsion Stipulation Agreement, Case #2016-009.

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

Superintendent Vital announced nominations were in order for **President** of the Board.

**Reorganization of  
the Board  
Agenda Items 1-3**

It was moved by Trustee Reardon, seconded by Trustee Jones to nominate Trustee Hanacek, as President of the Board. There being no further nominations, nominations were closed and motion carried by a 6-0-1 vote to elect Trustee Hanacek as President of the Board.

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

President Hanacek announced nominations were in order for **Vice President** of the Board.

It was moved by Trustee Hanacek, seconded by Trustee Jones to nominate Trustee Reardon as Vice President of the Board. There being no further nominations, nominations were closed and motion carried by a 6-0-1 vote to elect Trustee Reardon as Vice President of the Board.

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

President Hanacek announced nominations were in order for **Clerk of the Board**.

It was moved by Trustee Jones, seconded by Trustee Reardon to nominate Trustee McNicholas as Clerk of the Board. There being no further nominations, nominations were closed and motion carried by a 6-0-1 vote to elect Trustee McNicholas as Clerk of the Board.

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

Directed by Michael Ushino, San Juan Hills High School Chamber Singers presented a holiday musical performance.

**Musical  
Performance**

**Student Body President Report – San Juan Hills High School**

Vanessa Rodriguez, Student Body President Report  
Jennifer Smalley, Principal  
Brooke Valderrama, Activities Director

**Special  
Recognitions**

Ms. Elizabeth Sorensen, Student Advisor, announced ASB President, Ms. Vanessa Rodriguez to speak about the academics, athletics, performing arts and school activities at San Juan Hills High School. Ms. Rodriguez discussed the pathways to college & career; spoke about technology on campus; acknowledged the sports teams; homecoming game/dance; student involvement on campus; and inclusive programs for a diverse population.

**Learning in Capo Spotlight**

Mr. Ryan Burris, introduced Dana Aguilar, Principal of Carl Hankey K-8, Dina Kubba, IB Coordinator, together with Tim Garrity, IB Coordinator of Capistrano Valley High School, to illustrate a power point presentation showcasing the only South County public K-12 International Baccalaureate (IB) pathway offered at Carl Hankey K-8 and Capistrano Valley High School; a project based learning program for ages 3-19 exploring multiple discipline themes.

The Board recessed to reorganize the dais. The Board reconvened in 5 minutes.

**Break** of 163

Superintendent Vital attended: Clarence Lobo Elementary, Marblehead Elementary and San Juan Hills High School; Aliso Niguel Family Choral Area concert; 40<sup>th</sup> Anniversary of Moulton Elementary School, Del Obispo Elementary, Marco Forster Middle School and Kinoshita Elementary School; and ROP Rotary Club Vocational Day held at the Monarch Rotary Club.

**Board and  
 Superintendent  
 Comments**

Superintendent Vital acknowledged disappointment of many parents regarding her recommendation to deny the petition for the Orange County Academy of Sciences and Arts Charter School and discussed her experience and decision-making process for Agenda Item 8.

Superintendent Vital congratulated Mr. Keith Hancock on his Grammy nomination for the 2016 Music Educator Award.

President Hanacek thanked Trustee Hatton-Hodson for previous service as President. Trustee Jones thanked previous and newly elected officers and thanked Dr. Burch for his assistance. Trustee McNicholas encouraged everyone to enjoy and participate in the activities available in the District.

Due to the number of Blue Cards submitted, Trustees discussed waiving Board Policy; Bylaw of the Board §9323(b), *Meeting Conduct*, regarding the maximum time limit of 20 minutes to hear all speakers per Agenda topic. After discussion amongst Trustees, it was moved by Trustee McNicholas, seconded by Trustee Reardon and motion carried by a 6-0-1 vote to waive Board Policy, Bylaw of the Board §9323(b), *Meeting Conduct*, and allow each speaker to address the Board.

**Oral  
 Communications**

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

The following speakers addressed the Board:

- *Catherine Sherburne, teacher at Bathgate Elementary School, addressed her concerns regarding segregation of certain demographic groups; too many IEP's; needed funding for special education and dual-immersion students.*
- *Janis Eberhart and Sally White, citizens, questioned how the District can meet the needs of impacted classrooms, especially those with IEP, without proper resources.*
- *Phillip Greer, representing Young Artist Foundation (YAF), proposed an agreement to foster a broad community of interest in the arts. Trustee Alpay stated he served on the Board of the YAF since 2009.*
- *Steven Yancey, coach, commented on his experiences working for the District for 30 years and was surprised his 30-year pin was mailed instead of presented personally; he expressed concerns regarding the low salary pay scale in the District.*
- *Nona Reimer, John S. Malcom Elementary School, shared STEM programs and achievements.*
- *Dawn Urbanek, parent-advocate, discussed legal requirements of the*

*District to provide music and art programs; requested the Board to write a Resolution to the State of California for additional music and arts funding.*

- *Carrie Kitcher and Jennifer Miramontes, parents of students at Ladera Ranch Elementary School (LRES), notified the Board of suspicious activity at LRES; urged the Board for additional safety on campus, including perimeter fencing and additional security cameras/personnel.*

### **DISCUSSION/ACTION ITEMS**

President Hanacek asked Trustees to select committees they want to serve on in 2016.

Trustee Reardon will serve as the District's representative on the Nominating Committee of the Orange County Committee on School District Organization with Trustee McNicholas serving as the alternate.

Trustees Jones and Hanacek will serve on the Orange County School Boards Political Action Group Effort (PAGE).

Trustees Hatton-Hodson and Trustee McNicholas will serve on the Instructional Materials Review Committee (IMRC).

Trustees selected to serve on the following ad hoc committees:

City of Aliso Viejo:	Trustees Pritchard and McNicholas
City of Dana Point:	Trustees Hanacek and McNicholas
City of Laguna Niguel:	Trustees Jones and McNicholas
City of Mission Viejo:	Trustees Reardon and Jones
City of Rancho Santa Margarita:	Trustee Reardon
City of San Clemente:	Trustees Hanacek and Reardon
City of San Juan Capistrano:	Trustees Jones and Reardon
City of Ladera Ranch Civic:	Trustees John and Reardon

Trustee Reardon will serve as an ex-officio member of the Capistrano Unified School District (CUSD) Foundation.

Trustee Pritchard will serve on the District Restructuring Council (DRC) with Trustee McNicholas serving as the alternate.

Trustees McNicholas, Jones and Hanacek will serve on the South Coast Regional Occupational Program Board and Trustee Reardon will serve as the alternate.

Trustees McNicholas and Jones will serve on the California School Board Association Delegate (CSBA).

It was moved by Trustee Jones, seconded by Trustee Reardon and motion carried by a 6-0-1 vote to approve the selection of Trustees to serve on the various committees for 2016, as outlined above.

**Selection of  
Trustee  
Participation on  
Various  
Committees  
Agenda Item 4**

Reardon  
NOES: None  
ABSENT: Trustee Hatton-Hodson

President Hanacek introduced Superintendent Vital to announce this item:

Superintendent Vital announced the annual resolution of the Board to approve and reaffirm the role of the Board.

It was moved by Trustee Jones, seconded by Trustee Reardon and motion carried by a 6-0-1 vote to approve Resolution No. 1516-29, Role of the Board: Powers and Responsibilities.

**Resolution No.  
1516-29, Role of  
the Board:  
Powers and  
Responsibilities  
Agenda Item 5**

**ROLL CALL:**

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

Trustee Reardon indicated Resolution No. 1516-29 is inconsistent with Board Policy 9010, *Public Statements* and Education Code §35010; however, Board Policy 9311, *Board Policies*, provides an interim resolution to this conflict; therefore, Trustee Reardon motions to continue Agenda Item 5, indefinitely.

It was moved by Trustee Jones, seconded by Trustee Reardon and motion carried by a 6-0-1 vote to continue Resolution Number 1516-29, Role of the Board: Powers and Responsibilities, indefinitely.

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

**PUBLIC HEARING**

President Hanacek announced the Public Hearing open at 8:37 p.m. to hear Boundary Adjustments for Crown Valley Study Areas:

The following speakers addressed the Board:

- *Michelle Ploessel-Campbell, a citizen, discussed the reputation of Hidden Hills District; expressed concern for property values; and requested financial resources to improve school.*

President Hanacek declared the Public Hearing closed at 8:40 p.m.

**Public Hearing:  
Boundary  
Adjustments  
Crown Valley  
Agenda Item 6**

## DISCUSSION/ACTION

President Hanacek introduced Mr. Hampton who provided a review of the previous presentation outlining boundary areas and feeder patterns of the Crown Valley Study Areas for school year 2016-2017.

**Boundary  
Adjustments  
Crown Valley  
Agenda Item 7**

Trustee McNicholas inquired if younger siblings of current students Crown Valley Elementary School will have priority for reassignment. Mr. Hampton responded there was no priority for siblings, except for school choice. Trustee Reardon inquired about the process of public notification of the new boundary areas. Mr. Hampton stated each postal address within the new boundaries will receive notification of the modification.

Following discussions, the Board of Trustees approved the reassignment of study areas 0600, 0620, and 0621 to the Moulton Elementary School attendance area and study areas 0670, 0681, 0690, 0700 and 0710 to the Hidden Hills Elementary School attendance area.

It was moved by Trustee Pritchard, seconded by Trustee McNicholas and motion carried by a 6-0-1 vote to approve the Boundary Adjustments for Crown Valley Study Areas.

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

President Hanacek introduced Mr. Hampton to introduce this item regarding *Community Committee on School Classrooms and Campus Facilities* Consensus Report. Mr. Hampton introduced Russell Tran, Sophomore, San Juan Hills High School, to present the Community Committee Consensus Report. Mr. Tran suggested continuing technology implementation and transitioning to district wide funding. Additional Committee Members addressed the Board requesting transitioning to District wide funding with bond proceeds to be used for school facilities, including community repairs and equity for all schools in the District. In addition, the Committee proposed the formation of a School Facilities Advisory Committee and for Committee Reports to be distributed in multiple languages.

**Community  
Committee  
Report  
Agenda 8A**

Trustee Reardon thanked the Community Committee for their advice and suggestions. He supports the Committee's request for an oversight committee to oversee the needs of the community and to provide advice as to how the debt of the CFD's can be managed.

Superintendent Vital and Mr. Hampton recommended to the Board a two-fold approach: (1) proactively educate the Community about the need for funding and facilities improvements; and (2) form a School Facilities Advisory Finance Committee as soon as possible, to review the complex issues. This item will be brought back to the Board in January with recommendations.

Trustee Jones reviewed the Consensus Report and appreciated the recommendations

of the Community Committee.

President Hanacek introduced Dr. Dan Burch who reported on the petition for the Orange County Academy of Sciences and Arts Charter School (OCASA). Dr. Burch stated the staff thoroughly reviewed the documents for the necessary requirements and ensured the program represented a sound educational program. The team staff members voiced their findings and analysis, as follows: concerned with financial projections; lacked confidence in implementation of the instructional program; and no comprehensive plan for special needs students.

**Petition for  
Orange County  
Academy of  
Sciences and Arts  
Charter School  
Agenda 8**

Due to the number of Blue Cards submitted, it was discussed amongst Trustees to waive Board Policy, Bylaw of the Board §9323(b), *Meeting Conduct* to hear all speakers. It was moved by Trustee Alpay, seconded by Trustee Reardon and motion carried by a 6-0-1 vote to waive Board Policy; Bylaw of the Board §9323(b), *Meeting Conduct*, to extended the maximum time limit of 20 minutes to hear all speakers.

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

The following speakers addressed the Board:

- *Joe Weatherbee, a patent attorney from San Clemente, shared his professional experience and urged the Board to support the petition.*
- *Michael Yadlowsky, a board member of OCASA, supports the mixed-age classes of math and science.*
- *Stacey Conctanton, one of the founding members of OCASA, stated the importance of mixed-aged grouping.*
- *Susie Scott, on behalf of Susan Moss, Executive Director of Charters OC, stated OCASA is a much needed addition to the Charter schools.*
- *Kristine Darroch, a Mission Viejo resident and founding member of OCASA, stated the interim OCASA website is informational only.*
- *Randy Fish, a founding member of OCASA, supports the Charter school as it provides an alternative learning style.*
- *Sophie Leguillette, founding member of OCASA, believes children should have a choice in their public education.*
- *Dr. Jennifer Reiter-Cook, Director of School Development, stated she worked closely with Kapil Mathur and supports the petition.*
- *Barbara Barnes, a retired school educator, stated she has experience with this charter model and stated it is highly successful.*
- *Michelle Ploessel-Campbell, a citizen, discussed her concerns regarding the needs of the special education students.*
- *Michelle Lopez, Attorney for OCASA, stated the petition meets all legal requirements. Alleged the District failed to provide facts for denial of the petition.*
- *Jaclyn Gerken, teacher, speaking on behalf of OCASA, stated hands-on learning facilitates an ideal learning environment for common core.*

Trustee Reardon read the petition, the staff recommendation and response from OCASA to the staff recommendation and requested clarification for the available options regarding the petition and asked for the “black letter law” supporting the grounds for denial of the petition. Superintendent Vital responded with 3 options: (1) denial of the petition; (2) accept the petition, as is; or (3) accept the petition with conditions (MOU).

Attorney Dan Shinoff responded there was no “black letter law” in particular; however, upon a thorough review by counsel and staff, conclusive findings of the petition, as presented to the District, represents an unsound educational program, at this time.

President Hanacek is concerned the petition is not comprehensive and lacks detail.

Trustee Jones agrees the petition might meet the minimum requirements of a charter school; however, it does not mean the educational plan is sound. She questioned the oversight responsibility of the Charter, if approved. Superintendent Vital responded if the District denies the petition and the County approves, then the County has oversight of the charter for the first 5 years. After 5 years, the oversight responsibility returns to the District.

Trustee Pritchard asked if after 5 years, if the District denies the Charter again, if the Charter will go to the County. Superintendent Vital stated the petition can be appealed.

Trustee McNicholas asked if OCASA appeals to the County, does OCASA submit the same petition or can OCASA submit a modified petition. Superintendent Vital responded stating if the Board denies the petition, OCASA can make addendums to their petition to clarify certain aspects of the plan. Attorney Mark Breese corrected Superintendent Vital stating if the Board denied the petition and OCASA appealed, then the County would see the same petition and the entire record of this Board meeting.

Trustee Alpay reminded the Board of its historical decisions regarding charter schools. President Hanacek does not want to be constrained by the Board’s past decisions and addressed her concerns of the District having to correct any problems with OCASA’s petition, which it is not staffed for.

Trustee Reardon expressed concern over the staff report evaluation and stated the criticisms make sense for a school that is open; however, not for a petition and unopened school. He proposed if conditions were addressed by an MOU, then the District would not lose oversight to the County. President Hanacek responded that the staff did a thorough job reviewing the petition with a fine-tooth comb; however, her concerns are clean-up of the educational plan.

Trustee McNicholas expressed her personal views on pro-parent choice and pro-STEM and upon reviewing the petition, she expressed disappointment regarding the lacking of a STEM plan and technology plan. Trustee McNicholas moved to approval of staff recommendation to deny the petition, seconded by Trustee Jones.

Trustee Alpay stated OCASA is unique since it requested its own facility. Assuming they are approved by the County, they will have a Prop 39 request and be on a District campus. The Board has until December 19 to accept or reject the petition unless the Board mutually agrees to extend. President Hanacek responded stating most charter schools proceed with Prop 39. Trustee Reardon surmised the District staff evaluated the petition based on the District's standard models and stated he sees 2 options; (a) deny the petition and it will proceed to the County; or (b) nurture the petition to fruition. He expressed concerns of the petition going forward to the County and the District surrendering oversight.

Trustee Jones stated her decision would not be based on what the County will do and suggested OCASA revise its petition to be more comprehensive.

Trustee Pritchard stated his concerns if the petition goes to the County and weighed out the ramifications of a 3-3-1 vote. Attorney Breese advised the Board must take action within sixty days of the submission of the petition and suggested the Board may continue the item to a special meeting, when all Board members are present.

Mr. Kapil Mathur voiced his preference to keep the petition within the District. Trustee Reardon inquired if the due date of the petition can be extended by mutual agreement through an MOU. Superintendent Vital reminded the Board of Dr. Burch's report wherein he stated the Petition does not have a clear theory of action.

Trustee McNicholas did not expect the petition to be perfect; however, it should be reasonably comprehensive. She called for the vote. Trustee Alpay requested clarification if the Board submits a 3-3-1 vote. Superintendent Vital responded with 2 options: (1) set a Special Meeting of the Board wherein all Board members are present to vote; or (2) upon sixty days after submission of the petition, based upon a 3-3-1 vote, the action will be considered a constructive denial.

Mr. John Roach suggested an alternative for the charter by placing it at an under-enrolled school.

Trustee Jones withdrew second to deny the petition and motioned to continue this item to a Special Meeting on or before the expiration of the sixty days.

After discussion amongst Trustees, Trustee McNicholas restated her original motion to adopt Resolution 1516-3 to deny the Petition, seconded by Trustee Hanacek. By a 3-3-1 vote, motion to approve or deny the Petition for the Orange County Academy of Sciences and Arts Charter School lost. Therefore, it is understood (at the expiration of sixty days after submission of the Petition), to be a constructive denial of the Petition and staff will provide notice to OCASA of the denial.

**ROLL CALL:**

AYES:	Trustees Hanacek, Jones and McNicholas
NOES:	Trustees Reardon, Pritchard and Alpay
ABSENT:	Trustee Hatton-Hodson
ABSTAIN:	Student Advisor Sorensen

After discussion amongst Trustees, it was moved by Trustee McNicholas, seconded by Trustee Jones to move forward to Item 9. By a 3-3-1 vote, Motion lost.

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

Trustee Reardon motioned to schedule a Special Meeting when all Trustees of the Board can be present to vote on this item on or before December 19. Trustee Alpay inquired if a telephone call to the absentee Trustee to schedule a Special Meeting was prudent.

After discussion amongst the Trustees, it was moved by Trustee Alpay, Seconded by Trustee Reardon and motion carried by a 6-0-1 vote for a 5 minute recess to contact the absentee Trustee.

**Break**

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

It was moved by Trustee Alpay, seconded by Trustee Pritchard and motion carried by a 6-0-1 vote to close the debate regarding the petition for Orange County Academy of Sciences and Arts Charter School and to cancel scheduling a future Special Meeting regarding this item.

**Continued:  
Petition for  
Orange County  
Academy of  
Sciences and Arts  
Charter School  
Agenda 8**

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

It was moved by Trustee Reardon, seconded by McNicholas and motion carried by a 6-0-1 vote to extend the Board meeting ending time from 11:00 p.m. to 12:00 a.m.

**Extend Board  
Meeting to  
Midnight**

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

It was moved by Trustee McNicholas, seconded by Trustee Reardon, and motion carried by a 6-0-1 vote to move Agenda Item 14 behind Agenda Item 8.

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

President Hanacek introduced Mr. John Roach. Mr. Roach stated he was back for approval with the requested revisions.

**Board Policies  
0410; 4030; 5180  
Nondiscrimination  
Agenda Item 14**

The following speaker addressed the Board:

- *Danielle Serio advised Board of the importance of this Policy to be updated as soon as possible and requested the Board's approval.*

Trustee Alpay suggested one modification of this policy by deleting “CSBA Publication” at the end of the document.

It was moved by Trustee Alpay, seconded by Trustee McNicholas and motion carried by a 6-0-1 vote to approve Board Policies 0410, *Nondiscrimination In District Programs and Activities*; 4030, *Nondiscrimination in Employment*; and 5180, *Nondiscrimination*, as amended above.

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

President Hanacek introduced Mr. Hampton, who stated State law requires the District to conduct annual audits by state-certified independent auditors. Mr. Hampton introduced Auditor, Shilo Gorospe, to summarize the audit. She stated there were no significant findings and overall it was a clean report.

**Annual Financial  
Reports, Fiscal  
Year End  
6/30/2015  
Agenda Item 9**

It was moved by Trustee Pritchard, seconded by Trustee Reardon and motion carried by a 6-0-1 vote to receive the Districts and Community Facilities Districts Annual Financial Reports for the Fiscal Year Ending June 30, 2015, as presented.

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

Due to the late hour and number of Blue Cards remaining, it was moved by Trustee Alpay, seconded by Trustee Pritchard and motion carried by a 6-0-1 vote, to move the following Agenda Items sequentially behind Agenda Item 9: Agenda Items 13, 16, 30 and 38.

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

President Hanacek introduced Dr. Susan Holiday to present this item. Dr. Holliday announced revisions to the Policy were made pursuant to previous Board meetings and staff recommendations.

**Board Policy:  
5119  
School of Choice  
Agenda Item 13**

The following speaker addressed the Board:

- *Michelle Ploessel-Campbell, a citizen, thanked the Board for their efforts.*

Trustee Jones requested revisions to delete the “lottery priority criteria” language. Dr. Holliday agreed with the suggested deletion.

Trustee McNicholas requested clarification regarding the strict prohibition of non-assigned students to utilize busses when space is available. Mr. Hampton responded by stating non-assigned students taking the bus increases liability. Trustee McNicholas argued the liability issue and she would approve the policy if the word “strictly” was deleted from the policy. Mr. Hampton suggested exploring the issue with legal counsel.

Dr. John Roach suggested the following revisions to finalize and clean-up the Policy: delete the language “followed by lottery” shown on the bottom of page 2; consistently define the term “Language Immersion Program”; and use defined terms consistently throughout the policy. After discussion amongst the Trustees, the language of strict prohibition of bus transportation will remain in the policy for now; however, legal counsel will review the liability issue and bring back to the Board at a subsequent meeting.

It was moved by Trustee Alpay, seconded by Trustee Reardon and motion carried by a 5-1-1 vote to approve Board Policy 5119, *School of Choice*, as amended above.

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

President Hanacek introduced Dr. Holiday to present this item. Dr. Holliday stated staff developed a unique program for kindergarten enrollment, as result of language immersion and IB programs moving out of School Choice, and requested comments from the Board.

**Board Policy  
5111.5, Language  
Immersion and  
IB Admissions  
Agenda Item 16**

The following speakers addressed the Board:

- *Scott Howell, a citizen, questioned the Policy and stated the Policy is not written just for kindergarten students, but for older students, as well. He requested the policy is re-worded to cover kindergarten students only or to include current 4<sup>th</sup> - 8<sup>th</sup> grade students be allowed to grandfather into the programs.*
- *Karen Howell, a citizen, addressed equity of the immersion programs between schools. She is shocked and disappointed with the mandatory feeder patterns and questioned the Board’s “hidden” agendas. She requested feeder patterns be removed for students graduating up to year 2020.*

Trustee Reardon suggested the language of the feeder patterns may need to be revisited. In addition, Trustee Reardon questioned whether students of District Employees are given priority of school attendance and stated Board Policy 5111.5, *Language Immersion and International Baccalaureate Admissions*, should be consistent with Board Policy 58119, *School of Choice*.

Trustee McNicholas questioned if the Policy can be brought back after the January Board meeting and allow kindergarten registration to go forward in the meantime.

Superintendent Vital suggested writing an administrative regulation to accommodate language immersion students. Board Policy 5111.5, *Language Immersion and International Baccalaureate Admissions* will be brought back for discussion in January.

President Hanacek moved forward Item 30 from the Consent Calendar.

**Internship CSU  
San Marcos  
Agenda Item 30**

The following speaker addressed the Board:

- *Michelle Ploessel-Campbell, a citizen, requested the Board to approve this item.*

It was moved by Trustee Alpay, seconded by Trustee Jones and motion carried by a 6-0-1 vote to approve the Internship Contract Agreement with California State University San Marcos.

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

President Hanacek moved forward Item 38 from the Consent Calendar.

**Resolution No.  
1516-23  
Easement San  
Clemente  
Agenda Item 38**

President Hanacek introduced Mr. Clark Hampton to provide an overview for this item. Mr. Hampton stated the easement provides protection for the trees in the City of San Clemente Verde Park.

The following speaker addressed the Board:

- *Patricia Holloway, a citizen, requested the Board to convey the easement only if the City of San Clemente is required to: (a) maintain the status quo; (b) obtain approval to remove healthy trees, if necessary, and not for the purpose of clearing obstructed views of residents.*

Mr. Roach stated this item was previously tabled indefinitely to assure the ad hoc committees and City could meet to discuss. Procedurally, pursuant to Section 11 of *Robert's Rules of Order*, this item should not be considered at this time and confirmed the Resolution does not maintain the status quo.

It was moved by Trustee Alpay, seconded by Trustee Reardon and motion carried by a 6-0-1 vote to continue Resolution No. 1516-23; Easement to the City of San Clemente, indefinitely.

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

Trustee Alpay left the meeting at 11:51 p.m.

It was moved by Trustee Jones, seconded by Trustee McNicholas to extend the Board meeting past midnight and motion carried by a 5-0-2 vote to continue the Board Meeting past midnight.

**Extend Board Meeting past Midnight**

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

President Hanacek suggested moving Agenda Item 10 after Consent Calendar Item 38.

It was moved by Trustee Hanacek, seconded by Trustee McNicholas and by a 5-0-2 vote, motion carried to hear Agenda Item 10 next.

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

President Hanacek recognized Mr. Hampton to introduce this item. Mr. Hampton stated he formerly presented the economic outlook to the Board and illustrated the key items of the projected economic outlook, interim report and revenue and expenditure increases/decreases.

It was moved by Trustee McNicholas, seconded by Trustee Jones and by a 5-0-2 vote, motion carried to approve the Staff Interim Report with positive certification for the 2015-2016 First Interim Report and Adoption of Resolution No. 1516-25, 2015-2016 Revenue and Expenditure Increases/Decreases.

**ROLL CALL:**

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

It was moved by Trustee McNicholas, seconded by Trustee Jones and motion carried by a 5-0-2 vote to approve to approve staff recommendations of the Final Wildly Important Goals.

**Certification  
2015-2016  
Interim Report;  
Adoption of  
Resolution 1516-  
25;  
2015-2016  
Revenue and  
Expenditure  
Increases /  
Decreases  
Agenda Item 10**

**WIGS  
Agenda 11**

AYES: Trustees Hanacek, Jones, McNicholas, Pritchard and

Reardon  
NOES: None  
ABSENT: Trustees Hatton-Hodson and Alpay

Trustee Pritchard recused himself.

President Hanacek introduced Mr. Hampton to introduce this item. Mr. Hampton stated there are no assets and no activity on this item.

It was moved by Trustee Reardon, seconded by Trustee Jones and motion carried by a 4-0-2-1 vote to approve staff recommendation of Resolution No. 1516-27, Resolution of the Board of Directors of the Capistrano Unified Public Financing Authority Terminating the Joint Exercise of Powers Agreement which established Capistrano Unified Public Financing Authority.

**Resolution No.  
1516-27,  
Capistrano  
Unified Public  
Financing  
Authority  
Agenda Item 15**

**ROLL CALL:**

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

President Hanacek introduced Superintendent Vital to introduce this item. Superintendent Vital stated Policies 17 and 18 were important because she would be out of the District. She reminded of changes to the title not changes to the policy and requested the Board's approval.

**Board Policy  
2111, Assistants  
to CAO  
Agenda Item 17**

It was moved by Trustee Reardon, seconded by Trustee Hanacek and motion carried by a 5-0-2 vote to approve revisions to Board Policy 2111, *Assistants to the Chief Administrative Officer*.

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

Superintendent Vital requested of approval of Policy 18, and noted a typographical error of the word "designated" to "designed."

**Board Policy  
2210,  
Administrative  
Leeway  
Agenda Item 18**

It was moved by Trustee Jones, seconded by Trustee McNicholas and motion carried by a 5-0-2 vote to approve revisions to Board Policy 2210, *Administrative Leeway in Absence of Governing Board Policy*.

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

Superintendent Vital stated there were no significant changes.

**Board Policy  
5162,  
Administering  
Medications  
Agenda Item 19**

It was moved by Trustee Jones, seconded by Trustee McNicholas and motion carried by a 5-0-2 vote to approve revisions to Board Policy 5162, *Administering*

*Medication.*

**Agenda Item 19**

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

President Hanacek introduced Dr. Susan Holliday. Ms. Holiday stated, based on Trustee feedback, the language to the Policy has been updated.

**Board Policy  
5111**

**Admissions**

**Agenda Item 20**

Trustee Jones inquired whether immigrants are required to have identification and asked Dr. Holliday to research the matter.

It was moved by Trustee Jones, seconded by Trustee Pritchard and motion carried by a 5-0-2 vote to approve revisions to Board Policy 5111, *Admissions*.

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

President Hanacek recognized Dr. Susan Holiday. Dr. Holiday stated, based on Trustee feedback, the language to the Policy has been updated.

**Board Policy  
5111.1**

**District**

**Residency**

**Agenda Item 21**

It was moved by Trustee Reardon, seconded by Trustee Jones and motion carried by a 5-0-2 vote to approve revisions to Board Policy 5111.1, *District Residency*.

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

President Hanacek recognized Dr. Susan Holliday. Dr. Holiday stated, based on Trustee feedback, the language to the Policy has been updated.

**Board Policy  
5118**

**Interdistrict**

**Attendance**

**Agreements**

**Agenda Item 22**

It was moved by Trustee Reardon, seconded by Trustee McNicholas and motion carried by a 5-0-2 vote to approve revisions to Board Policy 5118, *Interdistrict Attendance Agreements*.

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

President Hanacek introduced Mr. John Roach. Mr. Roach stated, based on Trustee feedback, the language to the Policy has been updated and staff recommends approval.

**Board Policies  
1312.1; 1312.2;  
1312.3 Uniform  
Complaint**

**Procedures**

**Agenda Item 23**

It was moved by Trustee McNicholas, seconded by Trustee Jones and motion carried by a 5-0-2 vote to approve Board Policies 1312.1, *Complaint Procedures*; 1312.2,

*Complaints Concerning Instructional Materials; and 1312.3, Uniform Complaint Procedures.*

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

President Hanacek recognized Mr. John Roach. Mr. Roach stated staff recommends approval.

**Board Policies  
4119.11; 4219.11;  
4319.11  
Sexual  
Harassment  
Agenda Item 24**

It was moved by Trustee Reardon, seconded by Trustee Jones and motion carried by a 5-0-2 vote to approve Board Policies 4119.11; 4219.11; 4319.11, *Sexual Harassment*.

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

President Hanacek introduced Dr. Susan Holliday. Dr. Holliday provided a summary of the Policy and stated staff recommends approval.

**Board Policy  
5174  
Married,  
Expectant,  
Parenting  
Students  
Agenda Item 25**

Trustee Reardon requested the language “parenting students” be modified to read “students who are parents.” Dr. Holliday responded the language will be revised.

President Hanacek asked Trustees for items they wished to pull from the Consent Calendar. No items pulled.

**Items Pulled from  
the Consent  
Calendar**

**CONSENT CALENDAR**

It was moved by Trustee Jones, seconded by Trustee McNicholas, and motion carried by a 5-0-2 vote to approve the Consent Calendar and move the balance of calendar items:

**ROLL CALL:**

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

It was moved by Trustee Jones, seconded by Trustee Reardon and motion carried by a 5-0-2 vote to adjourn the meeting.

**Adjournment**

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

President Hanacek announced the meeting adjourned at 12:15 a.m.

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Board Clerk

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Secretary, Board of Trustees

*Minutes submitted by Colleen Hays, Manager IV, Superintendent's Office*

CAPISTRANO UNIFIED SCHOOL DISTRICT FACILITIES CORPORATION  
BOARD OF DIRECTORS  
MINUTES – ANNUAL MEETING  
DECEMBER 14, 2015  
EDUCATION CENTER – BOARD ROOM

Director Hanacek called the meeting to order at 4:30 p.m.

The Pledge of Allegiance was led by Director Hanecek

Present: Directors Hanacek, Jones, McNicholas, and Pritchard

Minutes on file in the Superintendent's office.

**Permanent Record**

It was moved by Director Hanacek, seconded by Director McNicholas, and carried by a 4-0-3 vote to adopt the agenda.

**Adoption of the  
Agenda**

AYES: Directors, Hanacek, Jones, McNicholas, and Pritchard  
NOES: None  
ABSENT: Directors Alpay, Hatton-Hodson, and Reardon  
ABSTAIN: None

**DISCUSSION/ACTION**

It was moved by Director McNicholas, seconded by Director Jones, and motion carried by a 4-0-3 vote to adopt Resolution No.2015-01, Resolution of the Board of Directors of the CUSD Facilities Corporation holding an annual meeting; electing officers of the Corporation and approving the Amendment of Corporate Bylaws.

**Election of Officers  
& Amendment of  
Corporate Bylaws  
Agenda Item A**

It was moved by Director McNicholas, seconded by Director Jones, and motion carried by a 4-0-3 vote to approve the minutes of the December 10, 2014, Board of Directors meeting.

**Minutes  
Agenda Item B**

AYES: Directors, Hanacek, Jones, McNicholas, and Pritchard  
NOES: None  
ABSENT: Directors Alpay, Hatton-Hodson, and Reardon  
ABSTAIN: None

It was moved by Director Jones, seconded by Director McNicholas, and motion carried by a 4-0-3 vote to adjourn the meeting.

AYES: Directors, Hanacek, Jones, McNicholas, and Pritchard  
NOES: None  
ABSENT: Directors Alpay, Hatton-Hodson, and Reardon  
ABSTAIN: None

Director Hanacek announced the meeting adjourned at 4:34 p.m.

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Secretary, Board of Directors

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President, Board of Directors

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES OF REGULAR MEETING  
JANUARY 13, 2016  
EDUCATION CENTER – BOARD ROOM**

President Hanacek called the meeting to order at 5:00 p.m.

**Call to Order/  
Adjourn to  
Closed Session**

At 5:02 p.m. the Board recessed to closed session to discuss: Public Employee Discipline/Dismissal/Release and confer with Labor Negotiators. The regular meeting of the Board reconvened to open session and was called to order by Superintendent Vital at 7:02 p.m.

**ROLL CALL:**

MEMBERS PRESENT:     John Alpay  
                                 Amy Hanacek  
                                 Gila Jones  
                                 Martha McNicholas  
                                 Dr. Gary Pritchard  
                                 Jim Reardon  
                                 Lynn Hatton-Hodson

ABSENT:                     Student Advisor Elizabeth Sorensen

President Hanacek Introduced Greg Young to lead the Board, staff and members of the audience in reciting The Pledge of Allegiance to the Flag of the United States of America.

**Pledge of  
Allegiance**

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

**Permanent  
Record**

It was moved by Trustee Jones, seconded by Trustee Reardon and by a 7-0 vote, motion carried to adopt the Board Agenda, as amended, with items 3 and 4 switched.

**Adoption of the  
Board Agenda**

**ROLL CALL**

AYES:                     Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard,  
                                 Reardon and Hatton-Hodson  
NOES:                     None  
ABSENT:                   Student Advisor Elizabeth Sorensen

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

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

**Agenda Item #3 A1 – Public Employee Discipline/Dismissal/Release:**

No action required.

**Agenda Item #3 A2 – Public Employee Discipline/Dismissal/Release:**

The Board voted 7-0 to terminate classified employee #11316.

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

**Agenda Item #3 B1 – Conference with Real Property Negotiators:**

The Board gave direction to Staff.

Superintendent Vital extended thanks to the public for participation in the meeting while the microphone system is under construction. She thanked the family of Dana Hill schools and announced her school visits and functions she attended. She announced a survey was distributed to language immersion families to identify feeder patterns to gain a better understanding of the families' preference.

**Board and  
Superintendent  
Comments**

Trustee McNicholas announced she attended the Rose Bowl and she appreciated seeing the family of teachers in attendance.

President Hanacek announced speakers will be heard for oral comments.

**Oral  
Communications**

The following speakers addressed the Board:

- *Sally White, introduced the stellar teachers of the Dana Hills high school families and introduced CUEA representative counsel. She highlighted their contributions and announced their desperate need for a raise.*
- *Michael Hulse, a member of CUEA's executive board. Asked that all District employees are made to feel valued.*

Arrival of Student Advisor Elizabeth Sorensen.

**DISCUSSION/ACTION ITEMS**

**1. RESOLUTION NO. 1516-31, DELEGATIONS OF AUTHORITY OF PERSONNEL RELATED MATTERS:**

**Resolution No.  
1516-31,  
Delegations of  
Authority of  
Personnel  
Related Matters:  
Agenda Item 1**

President Hanacek recognized Mr. John Roach to discuss this item. He provided additional details of the Resolution and announced staff recommendations.

Trustee Alpay requested additional information. Superintendent Vital provided further clarification and suggested the resolution go forward. Trustee Alpay suggested a Board Policy be drafted to replace the Resolution.

It was moved by Trustee Reardon, seconded by Trustee Hatton-Hodson and motion carried by a 7-0 vote to approve the Resolution No. 1516-31, Delegations of Authority of Personnel Related Matters, as amended, effective through March 31, 2016.

**ROLL CALL:**

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

**2. APPROVAL OF SUBSTITUTE DAILY RATE OF PAY INCREASE:**

**Approval of  
Substitute Daily  
Rate of Pay  
Increase:  
Agenda Item 2**

President Hanacek recognized Mr. John Roach to discuss this item. He provided a summary and history of substitute pay in the District and stated the staff recommendation of the increased daily rate to \$105, with a long-term rate of \$150 per day beginning with day thirty-one.

After discussion amongst the Trustees, it was moved by Trustee Reardon, seconded by Trustee Alpay and motion carried by a 7-0 vote for staff to prepare an analysis and Resolution for the next meeting with a daily rate of \$115 with \$130 per day for a long term rate after day 11. Staff to provide additional data and analysis for different tiers of daily and long term rates.

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

President Hanacek asked Trustees for items they wished to pull from the Consent Calendar.

**Items Pulled from  
the Consent  
Calendar**

**CONSENT CALENDAR**

It was moved by Trustee Jones, seconded by Trustee Reardon and motion carried by a 7-0 vote to approve the Consent Calendar and move the balance of calendar items.

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

It was moved by Trustee Alpay, seconded by Trustee McNicholas and motion carried by a 7-0 vote to adjourn the meeting.

**Adjournment**

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

President Hanacek announced the meeting adjourned at 7:55p.m.

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Board Clerk

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Secretary, Board of Trustees

*Minutes submitted by Colleen Hayes, Manager IV, Superintendent's Office*

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES OF REGULAR MEETING  
JANUARY 27, 2016  
EDUCATION CENTER – BOARD ROOM**

President Hanacek called the meeting to order at 5:00 p.m.

**Call to Order/  
Adjourn to  
Closed Session**

At 5:02 p.m. the Board recessed to closed session to discuss: Public Employee Discipline/Dismissal/Release; confer with Labor Negotiators; and ratify Student Expulsion Stipulation Agreement. The regular meeting of the Board reconvened to open session and was called to order by Superintendent Vital at 7:05 p.m.

**ROLL CALL:**

MEMBERS PRESENT:     John Alpay  
                                 Amy Hanacek  
                                 Gila Jones  
                                 Martha McNicholas  
                                 Dr. Gary Pritchard  
                                 Jim Reardon  
                                 Student Advisor, Elizabeth Sorensen

MEMBERS ABSENT:     Lynn Hatton-Hodson

STAFF PRESENT:        Kirsten M. Vital, Superintendent  
                                 Clark Hampton, Deputy Superintendent,  
                                 Business and Support Services  
                                 Dr. Susan Holliday, Interim Assistant  
                                 Superintendent, Education Services  
                                 Ms. Patricia Romo, Executive Director,  
                                 CTE/ROP  
                                 Katie Nunan, Director III, Personnel/Insurance  
                                 and Risk Management  
                                 Rich Montgomery, Executive Director,  
                                 Personnel Services/Compliance

President Hanacek Introduced Meg Ervais, Principal of Junipero Serra High School to lead the Board, staff and members of the audience in reciting The Pledge of Allegiance to the Flag of the United States of America.

**Pledge of  
Allegiance**

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

**Permanent  
Record**

It was moved by Trustee Jones, seconded by Trustee McNicholas and by a 6-0-1 vote, motion carried to adopt the Board Agenda.

**Adoption of the  
Board Agenda**

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

**Associated Student Body Report – Junipero Serra High School:**

*Morgan Stanley, Jennifer Gallardo and Ryan Sheridan - Student Body Leadership J. Serra High School  
Meg Ervais, Principal, Junipero Serra High School*

**Special  
Recognitions**

Ms. Elizabeth Sorensen recognized Ms. Ervais. Ms. Ervais introduced students, Jennifer Gallard and Ryan Sheridan. Ms. Gallard discussed the school's partnership with the South Coast Regional Occupation Program (ROP) which provides medical field certifications upon completion; she also announced Saddleback College is providing campus enrollment at the high school. Mr. Sheridan reported senior students are the first with 1:1 Google Chromebooks in CUSD, with 100% of teachers in attendance for training. He stated he is looking forward to prom and graduation ceremonies.

**Extra Milers:**

*Barbara Lindsey, Department Administrator for Plastic General Surgery and Urology, Kaiser Permanente, Irvine*

President Hanacek introduced Ms. Patty Romo. Ms. Romo announced Barbara Lindsey, Department Administrator at Kaiser Permanente and stated Ms. Lindsey's contributions. She shared the importance of the Career Technical Education (CTE) program by providing students with many hands-on opportunities available at Kaiser Permanente, such as working with patients in the phlebotomy lab.

**Learning in Capo Spotlight:**

*Collaborative learning: The Dana Hills High School Health and Medical Occupations (HMO) Academy and their collaboration and internship program with Kaiser Permanente in Irvine.*

Ms. Romo presented a power point presentation outlining the Health and Medical Occupational Academy at Dana Hills High School. Their partnership with Kaiser Permanente and South Coast ROP provides students in CTE courses and reports 87% of graduates are working in the medical field 6 months after graduation. The program provides academic and career integration with an innovative educational experience and supports WIG 1. They are adding several new courses and are including new pathway courses after school. Ms. Romo named the dedicated teachers and their accomplishments. She also shared a video of students.

Ms. Romo introduced Steven, a student at Dana Hills High School. After thanking family and instructors at Kaiser Permanente, he shared his experience at Kaiser Permanente. He shared the realization of his potential to make a difference and contribute to society. He expressed that the HMO shaped his future goals and helped

him realize his desire to be a physician.

Ms. Romo introduced Jennifer, a Junior at Dana Hills High School. After thanking everyone involved in the program, she shared her experience in the oncology internship at Kaiser Permanente. She stated her hands-on experience to help patients and admitted the HMO prepared her for a real-world job in the medical field.

Ms. Romo introduced Larissa, a Junior at Dana Hills High School. She shared her desire to be a part of the medical field from a young age. She participated in the pathology internship program at Kaiser Permanente. She shared her experience of viewing tumors and various specimens. She appreciated the experience which provided her a clearer picture of her interests.

Ms. Romo thanked the Board for the wonderful program.

President Hanacek welcomed family representatives for attending and introduced Superintendent Vital.

**Board and  
Superintendent  
Comments**

Superintendent Vital reported her attendance at the Southern California Superintendent's luncheon; a solo and ensemble concert featuring Aliso Niguel High School Orchestra students, Serra High School's 2<sup>nd</sup> quarter graduation, Aliso Niguel High School, Malcom Elementary, our Parent Advisory Council meeting and the kickoff of CUSD's Leadership Academy. She reported the Board will vote tonight on the \$3.2 Million dollar grant to support and expand the Pathways Programs for high school, with more to come.

Superintendent Vital discussed the Oversight School Facilities Finance committee and plans to pursue a district wide general fund. She introduced the MTSS plan (Multi-Tiered System of Support) designed to improve academic performance with the District's investment in thirty new counselors to provide counseling in various areas.

Superintendent Vital discussed the Language Immersion policy and stated current families in the program are guaranteed enrollment in a Language Immersion school of their choice, pending available space; the feeder patterns will be discussed at February 10 meeting and explained the implementation of the feeder patterns will be a 5-year transition plan to support our existing families in the programs.

Superintendent Vital addressed the concerns of students at BAMS with fewer choices of electives due to zero period classes; however, there are no changes planned for the schedule.

Superintendent Vital congratulated Dr. Susan Holliday for her appointment to Assistant Superintendent, Education Services.

Trustee McNicholas stated she was proud of the students enrolled in the Pathways Program.

Trustee Jones stated she was proud of students that spoke tonight. She expressed ROP is for everyone and proposed CTE be added to the list of requirements for college. Superintendent Vital thanked her for serving as President of the ROP Board.

Trustee Alpay expressed concerns of lengthy Board meetings and suggested the Board follow Board Policy 1120, *Governing Board Meetings*; stating meetings are conducted for accomplishing District business. Trustee Alpay requested the Board consider Board Policy 1100, *Communication with the Public*. He questioned the appropriateness of District business. Superintendent Vital stated she spoke with Vice President Reardon about the issue.

President Hanacek announced all speakers will be heard for oral comments.

**Oral  
Communications**

The following speakers addressed the Board:

- *Ami Barrett, Member of the Language Immersion Advisory Committee, Discussed her support of the feeder program and provided results of a parent survey (197 parents of 200 families); discussed desires of parents: (a) easy freeway access (b) ease of drop-off/pick up; and (c) IB program.*
- *Sally White, represented San Clemente family of schools. She thanked her outstanding teachers. She shared the need for competitive substitute pay; stated Irvine School District is opening new schools attracting new teachers; teachers need to feel valued and paid to support their families.*
- *John Rosser, Math teacher at Dana Hills High School, stated his support to raise the salary of substitute teachers; stating the District should increase the neglected teacher's salaries.*
- *Lynn Smith, expressed her delight with the new Performing Visual Arts Coordinator and stated it was an exciting time for the arts in the District.*
- *Michelle Ploessel-Campbell Spoke of assemblies of the Pacific Symphony, and provided an invitation to concert.*
- *Nona Reimer, addressed hard-work of colleagues and stated many teachers are overworked and committed to student success. However, they cannot succeed without the recruitment of new teachers and market-rate salaries to the deserved teachers because hard work should be compensated.*
- *John Bibeau, father of 3 children complained of lice infestation at school and stated he was told by staff there is a no-nit policy. Students cannot be sent home with nits, lice must be live and active to be sent home. Requested the District to adopt a no-nit policy, similar to Irvine School District's policy and minimize head lice to ensure unaffected students will remain in attendance at school.*

**PUBLIC HEARING**

President Hanacek announced the Public Hearing open at 8:14 p.m. to hear Pupil-to-Teacher Ratio Waiver Request for Capistrano Connections Academy Charter School.

**1. PUPIL-TO-TEACHER RATIO WAIVER REQUEST FOR  
CAPISTRANO CONNECTIONS ACADEMY CHARTER SCHOOL**

With no public speakers present, President Hanacek declared the Public Hearing closed at 8:15 p.m.

**Public Hearing:  
Pupil-to-Teacher  
Ratio Waiver  
Request For  
Capistrano  
Connections  
Academy Charter  
School:  
Agenda Item 1**

**DISCUSSION/ACTION ITEMS**

**2. PUPIL-TO-TEACHER RATIO WAIVER REQUEST FOR CAPISTRANO CONNECTIONS ACADEMY:**

**Pupil-to-Teacher  
Ratio Waiver  
Request For  
Capistrano  
Connections  
Academy:  
Agenda Item 2**

President Hanacek recognized Dr. Susan Holliday who provided a summary.

It was moved by Trustee Reardon, seconded by Trustee McNicholas and motion carried by a 6-0-1 vote to approve the Pupil-to-Teacher Ratio Waiver Request For Capistrano Connections Academy.

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

**3. SECOND READING – REVISIONS TO BOARD POLICY 5111.5, LANGUAGE IMMERSION AND INTERNATIONAL BACCALAUREATE ADMISSIONS:**

**Second Reading –  
Revisions To  
Board Policy  
5111.5, Language  
Immersion And  
International  
Baccalaureate  
Admissions  
Agenda Item 3**

President Hanacek recognized Dr. Holliday, who reported the Policy updated to reflect trustee changes, and outlined admissions and enrollment processes of incoming kindergarten students. She admitted inconsistencies between sites but stated new policies are developing. The Policy eliminates School of Choice needs of applications for Language Immersion or International Baccalaureate programs for middle school and high school students. The Policy will help define the new feeder patterns. All current Language Immersion students will be offered the opportunity to continue without School Choice. Item will returned for February 10 Board meeting to address feeder patterns.

The following speakers addressed the Board:

- *Sean Hutchison, illustrated his Spanish skills from the Language Immersion program and expressed appreciation for the value of the program.*
- *Seana Hutchison, thanked the Board and stated the transition plan is vague. Stated (a) the importance to give parents a School Choice because high schools are unique; (b) Language Immersion students should have priority of the feeder program of choosing a high school due to the 13 year commitment students make in the program. She stated the need for a dedicated Language Immersion Representative.*
- *Scott Howell, citizen, Dana Point, asked if grandfathered clause can be iron-clad, specifically to ensure the students coming out for the next few years have the opportunity to go to San Juan Hills High School. He requested a “guaranteed” choice and not a choice, “only, if space permits.” He relied on District policies when his children joined the program.*
- *Aubrey Howell, illustrated skills learned in Spanish Immersion. Asked that future students be allowed to attend the high school of their choice.*
- *Karen Howell, stated policy does not assure access to high school with caveat “if space permits” Asked for full time District representative that has knowledge of the immersion program.*

- *Jeff Steinmetz thanked previous speakers. Addressed need for bi-lingual teachers, who can teach more than Spanish, stated programs don't have the staffing to meet the current needs.*

Trustee McNicholas questioned Dr. Holliday about the policy feeder patterns. Trustee McNicholas (1) confirmed that current immersion students need to be priority over school of choice; and (2) questioned grandfather clause – 5 year feeder. She stated she wants to invest in the program, recommends a dedicated person to support programs.

President Hanacek shared her vision of students and wants to keep flexibility in program.

Trustee Reardon discussed feeder patterns for Language Immersion students. He stated the program is lacking a coordinator function and supports the need of a coordinator. Flexibility is needed in the District, particularly at elementary level, to ensure proper ratio of students in classes and is concerned the feeder pattern will overcrowd programs.

President Hanacek responded stating there is a balance of students attending nearby schools. Dr. Holliday responded they are looking into options to address the feeder pattern issue. Reardon responded attendance boundaries should be considered. He stated there shouldn't be an attendance boundary when immersion is only open to kinder students.

Trustee McNicholas questioned attendance boundaries. Trustee Alpay commented on his concern regarding clustering in higher levels.

Trustee Jones stated there are boundaries surrounding the Language Immersion schools. Siblings, after grandfather clause expires, will still have sibling priority. Stated differences of high school programs and wants to improve programs.

Trustee Alpay asked about students being grandfathered – can't support adopting Policy based on the missing grandfather policy alone. Stated concerns of feeder patterns. Wants the 5 years reconsidered so that siblings have priority to follow at the same high school. Doesn't understand transition period. Wants greater clarity.

Trustee Reardon questioned timing issues. President Hanacek asked if the item can be moved to the February 10 Board Meeting. Dr. Holliday requested the option to enroll students that want to matriculate to other schools, based on surveys received, staff will need time to staff schools. Trustee Reardon questioned when School of Choice opens. Dr. Holliday responded School of Choice opens February 1, 2016.

Superintendent Vital suggested splitting discussion items: (1) feeder pattern to get to matriculation and reiterated the goals was to provide a home school for the 13 years; (2) suggested needed language to identify grandfathering clause; stated need of balance between English models and Spanish models.

Reardon stated a need for balance and a mechanism to protect the program if students shift around which conflicts with feeder patterns.

Trustee Jones stated feeder programs are important. President Hanacek agreed feeder patterns are important so students know where they are attending.

Trustee Pritchard questioned if you needed a minimum GPA to allow students to continue. Trustee Alpay argued against the minimum GPA. President Hanacek agreed.

Trustee McNicholas wants to provide students more choices; suggests a matrix for options and remove feeder patterns. Superintendent Vital wants to run the budget for classes in the twenties. Trustee Jones stated dual credential teachers are more expensive.

Superintendent Vital suggests reviewing feeder patterns, trend data, language of grandfathering in current kindergarten and how we can achieve. Trustee Jones addressed Dr. Holliday's concerns to allow kindergarten enrollment and suggested Superintendent Vital use discretion to permit kindergarten enrollment.

Superintendent Vital asked the Board to pass a policy during February 10<sup>th</sup> Board Meeting.

President Hanacek summarized the element of the cost and stated the item will be discussed at the February 10<sup>th</sup> Board meeting. Trustee Jones argued "grandfathering" not sustainable for more than 5 years. Trustee Pritchard stated parents need promotional items outlining programs.

**4. SECOND READING – REVISIONS TO BOARD POLICY 5174, MARRIED, EXPECTANT, PARENTING STUDENTS:**

**Second Reading –  
Revisions To  
Board Policy  
5174, Married,  
Expectant,  
Parenting  
Students  
Agenda Item 4**

President Hanacek recognized Dr. Holliday, who reported on the Policy and reported the language was updated in Board Policy 5174, *Married, Expectant, Parenting Students*.

Trustee Alpay suggested one edit. Dr. Pritchard suggested the following language "pregnant students."

After discussion amongst Trustees, it was moved by Trustee Alpay, seconded by Trustee McNicholas and motion carried by a 6-0-1 vote to approve Revisions to Board Policy 5174, *Married, Expectant, Parenting Students*, as amended.

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

**5. CITIZENS REQUEST FOR AGENDA ITEM: FUNDING FOR ARTS AND MUSIC:**

**Citizens Request  
for Agenda Item:  
Funding for Arts  
And Music:  
Agenda Item 5**

President Hanacek motioned to waive the maximum time limit of 3 minutes and extend the time limit to 5 minutes to allow Dawn Urbanek, a citizen, the opportunity to present a power point presentation on this item.

The following speaker addressed the Board.

- *Ms. Dawn Urbanek presented a power point presentation stating there are no content standards according to CDE. She disagrees with the California Department of Education, stating embedding art and music in the classroom is unsatisfactory.*

Dr. Holliday thanked Ms. Urbanek for her research. Dr. Holliday announced the standards for each grade and how much time the District allocates for art and music in the classroom. Dr. Holliday thanked Neil Anderson, new coordinator of the Visual and Performing Arts (VAPA) programs.

Trustee McNicholas questioned if funding was cut for outside arts and music teachers. Dr. Holliday needed to research the item. Trustee McNicholas asked when were staff music and art teachers paid by the District. Art and music were cut in 2010.

President Hanacek asked Dr. Holliday if an audit had been conducted. Trustee Jones stated even though there is no specific art teacher, class room teachers are teaching art and music. Trustee Reardon thanked the PTA's efforts for their continuing support of art and music. Trustee Pritchard questioned if the music teacher is required to be dual-credentialed. President Hanacek commented on equity amongst the District schools and thanked Ms. Urbanek for her presentation.

**6. IMPLEMENTATION OF RECOMMENDATIONS FROM COMMUNITY COMMITTEE ON SCHOOL CLASSROOMS AND CAMPUS FACILITIES:**

**Implementation of Recommendations From Community Committee On School Classrooms and Campus Facilities:  
Agenda Item 6**

President Hanacek introduced Mr. Clark Hampton to present this item. Mr. Hampton illustrated a power point presentation and discussed CFD Citizen's Oversight and Advisory Board and discussed the School Facilities & Finance Advisory committee.

Mr. Hampton introduced Mr. Keith Weaver. Mr. Weaver presented a narrow focus looking specifically at a bond measure and introduced additional recommendations in process.

Trustee McNicholas asked questions about the presentation; Mr. Hampton provided a response.

Trustee Reardon inquired about the CFD Citizens' Oversight Committee. A future update will be provided to Trustees.

President Hanacek stated there is a consensus to move forward and there is no need to vote.

Due to one of the Trustee's feeling ill, President Hanacek suggested moving Agenda Item 8 after Agenda Item 6.

It was moved by Trustee McNicholas, seconded by Trustee Pritchard, and motion carried by a 6-0-1 vote to move Agenda Item 8 behind Agenda Item 6.

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

**8. APPROVAL OF SUBSTITUTE DAILY RATE OF PAY INCREASE:**

**Approval of  
Substitute Daily  
Rate of Pay  
Increase:  
Agenda Item 8**

President Hanacek recognized Katie Nunan, Director III, Personnel/Insurance and Risk Management, to present this item. Ms. Nunan reported pay rates of substitution teachers.

Superintendent Vital asked Ms. Nunan if she can run additional data. Ms. Nunan stated a model could not be prepared due to the fact the numbers are estimated. Superintendent Vital suggested staying with option 3 based on current budget and trend of burn rate.

Trustee Reardon suggested a 1<sup>st</sup> day pay rate for a substitute of \$115/day. Trustee McNicholas asked for Sally White to comment, and how to identify the “teacher” from “long-term sub.”

Trustee Alpay suggested \$115 to start, \$130 after day 11, and continue thereon, which is similar to the policy of Garden Grove District. Superintendent Vital requested clarity and requested Ms. Nunan to run additional numbers.

Trustee Pritchard advised that options 1, 2 3 are the only viable options. Trustee Jones reiterated policies of other Districts and requested additional data.

Superintendent Vital clarified the ideal scenario is a 2-tier effect, and limit increases to roughly 10%.

This Agenda Item will be brought back at the February 10, 2016 meeting.

Trustee Jones left the Board meeting at 10:29 due to illness.

**7. GOVERNOR’S JANUARY BUDGET PROPOSAL FOR FISCAL YEAR 2016-2017:**

**Governor’s  
January Budget  
Proposal For  
Fiscal Year  
2016-2017:  
Agenda Item 7**

President Hanacek recognized Mr. Hampton to present information on this item and answer any questions Trustees may have. Mr. Hampton reported a power point presentation (technical difficulty prevented presentation), regarding the Governor’s target and proposal of additional funds to schools. He cautioned to be careful making decisions prematurely.

This is an information item only and no Board action is necessary.

**9. RESOLUTION NO. 1516-32, RESOLUTION OF THE BOARD OF TRUSTEES OF CAPISTRANO UNIFIED SCHOOL DISTRICT AUTHORIZING THE EXECUTION OF SCHOOL FACILITIES MITIGATION AGREEMENT WITH 27 DBV OWNER, LLC AND JOINT COMMUNITY FACILITIES AGREEMENT WITH CITY OF**

**Resolution No.  
1516-32  
Agenda Item 9**

**DANA POINT AND 27 DBV OWNER, LLC:**

President Hanacek introduced Mr. Hampton to present this item. Mr. Hampton explained the location of the property and explained the per square foot rate.

A correction was noted in section 2.2, last part of first paragraph, should say December 21, 2016 not 2015.

Staff would like to amend page 6 of the School Facilities Mitigation Agreement between Capistrano Unified School District and 27 DBV Owner, LLC, specifically Section 2.2 to reflect the understanding between the parties, establishing December 31, 2016 instead of December 31, 2015 as the deadline for the completion of the proceedings.

It was moved by Trustee Reardon, seconded by Trustee McNicholas, and motion carried by a 4-1-2 vote to Approve Resolution No. 1516-32, Resolution of the Board Of Trustees of Capistrano Unified School District Authorizing the Execution of School Facilities Mitigation Agreement with 27 DBV Owner, LLC and Joint Community Facilities Agreement with City of Dana Point and 27 DBV Owner, LLC, as amended.

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

**10. FIRST READING – BOARD POLICIES 4111; 4211; 4311; RECRUITMENT, SELECTION AND APPOINTMENT:**

**Annual Financial  
Reports, Fiscal  
Year End  
6/30/2015  
Agenda Item 9**

President Hanacek introduced Rich Montgomery, Executive Director, Personnel Services/Compliance, to present information on this item and answer any questions Trustees may have.

This item will be brought back on the February 10, 2016 meeting for a second reading.

President Hanacek asked Trustees for items they wished to pull from the Consent Calendar. Trustee Alpay requested to pull item 21.

**Items Pulled from  
the Consent  
Calendar**

Staff noted a correction on Exhibit 17; the total of donations of funds is correct on the Agenda; however, on Exhibit 17, page 2, the total is incorrect and should be 184,074.61. Not all sales were captured in the summation function in the creation of the document.

**CONSENT CALENDAR**

It was moved by Trustee McNicholas, seconded by Trustee Reardon, and motion carried by a 4-1-2 vote to approve the Consent Calendar, with the removal of item 21, and move the balance of calendar items.

Trustee Alpay asked for background on Item 21 (regarding Frederic Woocher). He questioned why the District is paying double the hourly rate for an attorney in Los Angeles and stated the attorney-client contract is inconsistent with Board Policy. He

stated if a conflict of interest exists, he does not support retaining Mr. Woocher's services.

Trustee McNicholas requested clarification for the need of the attorney in the same capacity Mr. Woocher served. Superintendent Vital stated Mr. Woocher provided invoices for a personnel matter in Spring 2015.

Trustee Hanacek advised Mr. Woocher previously provided services to the Board. She stated she did not have an objection.

Dr. Pritchard suggested a different attorney with expertise can be utilized and suggested someone should be maintained on retainer for confidential complaints.

Trustee Reardon suggesting finding a local attorney to represent the District. Superintendent Vital asked if an RFQ should be prepared and reviewed by candidates outside of the bench.

It was motioned by Trustee Alpay, seconded by Trustee McNicholas to move Item 21 to next Board Meeting for a Second Reading and motion carried by a 4-0-2 vote to move Item 21.

Due to the late hour, it was moved by Trustee Reardon, seconded by Trustee McNicholas and motion carried by a 5-0-2 vote to extend the Board meeting past 11:00 p.m.

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

It was motioned to reconvene to closed session at 11:00 p.m. It was moved by Trustee McNicholas, seconded by Trustee Reardon and motion carried by a 5-0-2 vote to adjourn Closed Session.

**Adjournment to  
Close Session**

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

President Hanacek announced the meeting adjourned at 11:00p.m.

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Board Clerk

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Secretary, Board of Trustees

*Minutes submitted by Colleen Hayes, Manager IV, Superintendent's Office*

Donation of Funds  
February 10, 2016

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Aliso Niguel High School PTSA	\$100.00	Instructional Materials and Supplies	Aliso Niguel High School
Aliso Niguel High School PTSA	\$7,676.56	Instructional Materials and Supplies	Aliso Niguel High School
Mer. Pierre Delisle	\$250.00	Technology	Aliso Viejo Middle School
Ms. Janet Delisle	\$250.00	Technology	Aliso Viejo Middle School
Pacific Life Foundation	\$500.00	Technology	Aliso Viejo Middle School
San Juan Children's Education Foundation	\$248.00	Co-Curricular Teacher Stipends	Ambuehl Elementary School
Kroger	\$39.40	Instructional Materials and Supplies	Bathgate Elementary School
Bathgate Elementary School Foundation	\$63,608.50	Music Program and Science Camp	Bathgate Elementary School
Silicon Valley Community Foundation	\$150.00	Instructional Materials and Supplies	Bernice Ayer Middle School
Canyon Vista Elementary School PTA	\$22,000.00	Primary Music Program	Canyon Vista Elementary School
Canyon Vista Elementary School PTA	\$28,041.00	Instructional Aides	Canyon Vista Elementary School
Waste Management	\$1,500.00	Water Bottle Refilling Stations	Capistrano Valley High School
Capistrano Valley High School PTSA	\$5,000.00	PTSA Grants	Capistrano Valley High School
NEXT ED	\$800.00	Technology Stipends	Capistrano Valley High School
Castille Elementary School PTA	\$5,546.40	20 iPad Minis	Castille Elementary School
Ladera Ranch Education Foundation	\$22,000.00	Save the Music-Teacher Salary	Chaparral Elementary School
Ladera Ranch Education Foundation	\$10,750.00	Music and Arts Program	Chaparral Elementary School
Orange County Community Foundation	\$870.00	Field Trip	Clarence Lobo Elementary School
Clarence Lobo Elementary School PTA	\$75.00	Field Trip	Clarence Lobo Elementary School
Clarence Lobo Elementary School PTA	\$225.00	Zoomobile Visit	Clarence Lobo Elementary School
Concordia Elementary School PTA	\$2,242.00	Substitute Coverage	Concordia Elementary School
Pacific Western Sales, Attn: Jay Johnson		400 Reusable Lunch Bags	CUSD Education Services
Ms. Elena Gordon		Viola and Bow	CUSD Music Program
Ms. Maribel Swanson and Mr. Mitchell Redden	\$365.38	Pep Squad and Gift Account	Dana Hills High School
Dolphin Force Foundation	\$946.89	Library Table	Dana Hills High School
Cox Communications	\$4,000.00	Library Funds	Dana Hills High School
Orange County Register/Freedom Services	\$641.50	Instructional Materials and Supplies	Del Obispo Elementary School
BigAir Fun, LLC	\$407.50	Outdoor Science School	Del Obispo Elementary School
Chipotle	\$1,250.81	Outdoor Science School	Del Obispo Elementary School
Orange County Register/Freedom Services	\$190.00	Instructional Materials and Supplies	Del Obispo Elementary School
Del Obispo Elementary School PTA	\$165.00	Field Trip	Del Obispo Elementary School
Pacific Life Foundation	\$500.00	Instructional Materials and Supplies	Don Juan Avila Middle School
Ms. Roxanne Metz		Cello, Bow and Case	Elementary Music Program
George White Elementary School Booster Club	\$6,875.00	Field Trip	George White Elementary School
George White Elementary School PTA	\$1,280.00	Instructional Materials and Supplies	George White Elementary School
George White Elementary School PTA	\$1,060.00	Instructional Materials and Supplies	George White Elementary School
George White Elementary School PTA	\$1,130.00	Field Trip	George White Elementary School
Ladera Ranch Education Foundation	\$6,239.67	Primary Music Teacher	Ladera Ranch Elementary School
Ladera Ranch Education Foundation	\$1,246.50	Outdoor Science School Teacher Stipend	Ladera Ranch Elementary School
Ladera Ranch Education Foundation	\$10,000.00	Instructional Materials and Supplies	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$4,710.00	Outdoor Science School Transportation	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$433.50	Outdoor Science School Teacher Stipend	Ladera Ranch Elementary School

Donation of Funds  
February 10, 2016

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Ladera Ranch Elementary School PTA	\$300.00	Outdoor Science School Substitute Coverage	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$12,886.82	Chrome Books	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$864.50	Field Trip	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$1,400.00	Substitute Coverage	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$1,050.00	Staff Development	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$955.50	Field Trip	Ladera Ranch Elementary School
Ladera Ranch Education Foundation	\$1,007.10	UCL Writing Conference	Ladera Ranch Middle School
CR&R	\$822.53	Technology	Ladera Ranch Middle School
Assistance League of Capo Valley	\$1,000.00	Links to Learning Grant	Ladera Ranch Middle School
Ladera Ranch Education Foundation	\$20,000.00	Technology and Instructional Supplies	Ladera Ranch Middle School
Las Flores Elementary School Booster Club	\$22,420.00	Outdoor Science School	Las Flores Elementary School
Las Flores Middle School PTA	\$10,917.70	Chrome Books	Las Flores Middle School
Mr. and Mrs. Howard and Joanne Kline		Kohler & Campbell Baby Grand Piano	Las Flores Middle School
Ms. Jane L. Parry	\$200.00	Instructional Materials and Supplies	Las Palmas Elementary School
Las Palmas Parents	\$140.00	Instructional Materials and Supplies	Las Palmas Elementary School
The Nina Harris Pebley Charitable Lead	\$1,000.00	Instructional Materials and Supplies	Las Palmas Elementary School
Iverson & Olsen Orthodontics	\$146.00	Instructional Materials and Supplies	Las Palmas Elementary School
Silicon Valley Community Foundation	\$60.00	Instructional Materials and Supplies	Las Palmas Elementary School
Marblehead Elementary School PTA	\$760.00	Field Trip	Marblehead Elementary School
Marblehead Elementary School PTA	\$415.00	Field Trip	Marblehead Elementary School
Marblehead Elementary School PTA	\$900.00	Field Trip	Marblehead Elementary School
Marblehead Elementary School PTA	\$1,611.33	Art Masters Program	Marblehead Elementary School
Bergeson Foundation	\$1,430.00	Field Trip	Marian Bergeson Elementary School
Mr. Jared Mathis	\$500.00	PE Equipment	Moulton Elementary School
Mr. Lawrence A. Maurer	\$3,500.00	8th Grade Awards Ceremony Supplies	Newhart Middle School
Ladera Ranch Education Foundation	\$100.00	Robotics	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$154.21	Classroom Books	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$50.00	Robotics	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$156.77	Robotics	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$150.00	Robotics	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$150.00	Robotics	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$50.00	Robotics	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$114.74	Instructional Materials and Supplies	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$12,375.00	Fall Music Program	Oso Grande Elementary School
Palisades Elementary School PTA	\$123.11	Instructional Materials and Supplies	Palisades Elementary School
Palisades Elementary School PTA	\$3,445.44	Chrome Books	Palisades Elementary School
Philip J. Reilly Elementary School PTA	\$391.72	Classroom Balls	Philip Reilly Elementary School
Box Tops for Education	\$164.60	Instructional Materials and Supplies	RH Dana Elementary School
RH Dana Elementary School PTA	\$1,299.40	Meet the Masters Program	RH Dana Elementary School
Silicon Valley Community Foundation	\$100.00	Instructional Materials and Supplies	RH Dana ENF Elementary School
San Clemente High School PTSA	\$565.44	2 iPad Minis	San Clemente High School
Mr. and Mrs. Gary and Vicki Mierau		1995 Chevy Blazer	San Clemente High School APTA

Donation of Funds  
February 10, 2016

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
San Juan Children's Education Foundation	\$734.60	Rizzograph Machine	San Juan Elementary School
Cox Communications	\$3,500.00	Innovation in Education Program	San Juan Elementary School
San Juan Elementary School PTA		Keurig Coffee Machine and Coffee Supplies	San Juan Elementary School
Calvary Chapel, Attn: Pastor Gary		Backpacks filled with School Supplies	San Juan Elementary School
Community Presbyterian Church of San Juan Capistrano		Backpacks filled with School Supplies	San Juan Elementary School
Laguna Niguel Presbyterian Church		Backpacks filled with School Supplies	San Juan Elementary School
Mariners Church - Ocean Hill		Backpacks filled with School Supplies	San Juan Elementary School
Veritas Masonic Lodge #855		Backpacks filled with School Supplies	San Juan Elementary School
The Cisneros Family		PE Equipment and School Clothing	San Juan Elementary School
Mrs. Gracie Tawil		Floral Arrangements	San Juan Elementary School
Mr. and Mrs. Bret Morris		Miscellaneous School Supplies	San Juan Elementary School
Plant Depot, Attn: Kristina		Carrotwood Tree	San Juan Elementary School
Ms. Silvia Pule		Carrotwood Tree	San Juan Elementary School
Tesoro High School PTSA	\$476.04	Special Education Department iPad	Tesoro High School
Cox Communications	\$4,700.00	Innovation in Education Program	Tesoro High School
Tijeras Creek Elementary School PTA	\$22,000.00	Primary Music Program	Tijeras Creek Elementary School
Tijeras Creek Elementary School Booster Club	\$3,575.40	Field Trip Transportation	Tijeras Creek Elementary School
Tijeras Creek Elementary School Booster Club	\$13,300.00	Outdoor Science School	Tijeras Creek Elementary School
Kroger	\$98.20	Instructional Aides	Tijeras Creek Elementary School
Forster Ranch Education Foundation	\$11,400.00	Outdoor Science School	Truman Benedict Elementary School
DCH Auto Group	\$50.00	Instructional Materials and Supplies	Viejo Elementary School
Viejo Elementary School PTA	\$704.00	Instructional Materials and Supplies	Viejo Elementary School
Viejo Elementary School PTA	\$100.00	Instructional Materials and Supplies	Viejo Elementary School
Vista del Mar PTA	\$1,500.00	Library Tech	Vista del Mar Elementary School
Vista del Mar PTA	\$1,344.00	Outdoor Science School Teacher Stipend	Vista del Mar Elementary School
MAKO Foundation	\$323.40	2 Docu-Cameras	Vista del Mar Elementary School
Juice It Up	\$175.00	Instructional Materials and Supplies	Vista del Mar Middle School
Juice It Up	\$123.00	Instructional Materials and Supplies	Vista del Mar Middle School
MAKO Foundation	\$500.00	Substitute Coverage	Vista del Mar Middle School
MAKO Foundation	\$1,000.00	Substitute Coverage	Vista del Mar Middle School
MAKO Foundation	\$500.00	Substitute Coverage	Vista del Mar Middle School
Cox Communications	\$3,000.00	Technology	Vista del Mar Middle School
Cox Communications	\$2,000.00	Video Production Program	Vista del Mar Middle School
Wagon Wheel Elementary School PTA	\$2,433.34	Meet the Masters Program	Wagon Wheel Elementary School
Wagon Wheel Elementary School PTA	\$16,500.00	Primary Music Program	Wagon Wheel Elementary School
American Endowment Foundation	\$200.00	Instructional Materials and Supplies	Wagon Wheel Elementary School
	\$407,227.50		

**EXTENSION NO. 2 AGREEMENT  
BID NO. 1314-18 ELECTRICAL SERVICE**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**GILBERT & STEARNS, INCORPORATED**

Bid No. 1314-18 – Electrical Service with Capistrano Unified School District and Gilbert & Stearns, Incorporated, called for an original contract period of January 9, 2014 through December 31, 2014.

The contract with Capistrano Unified School District and Gilbert & Stearns, Incorporated, shall be extended an additional twelve (12) months, covering the period January 1, 2016 through December 31, 2016, at the prices shown in Exhibit A to this Extension Agreement No. 2 and Board approved on February 10, 2016.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$600,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on January 8, 2014, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**Gilbert & Stearns, Incorporated**

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

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

Lynh N. Rust \_\_\_\_\_

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

Executive Director, Purchasing & Contracts

\_\_\_\_\_  
Title

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

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



R.S. KINGSMILL

SINCE 1928

P.O. BOX 176

PHONE (714) 547-7695 FAX (714) 558-0378

SANTA ANA, CA 92702

December 16, 2015

Ms. Terry Fluent  
Director, Purchasing  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

Re: District-Wide Electric Service Contract  
Bid No. 1314-18 1 January thru 31 December 2016 Renewal

Dear Ms. Fluent:

First, we would like to thank the District for the work this past year and want to express our interest in the renewal of our contract for another 12 month period. Unfortunately, we must ask for an increase to our rates due to a wage increase this past August and another increase in February 2016. The backhoe rate needs to be increased as well.

	Current Rate	Requested Rate
Foreman Electrician	\$ 72.40	\$74.75
Journeyman Electrician	\$ 67.80	\$69.91
Apprentice Electrician	\$ 39.65	\$41.12
Backhoe with Operator	\$ 95.00	\$100.00

If there are any questions, please do not hesitate to call me.

Regards,

GILBERT & STEARNS, INC.

*Paulanne Creighton*  
for Scott Kingsmill  
President

cc: John Forney

## Capistrano Unified School District

Bid No. 1314-18  
Electrical Service

Bid Price Sheet  
January 1, 2016 to December 31, 2016

**BID PRICE SHEET**

- All pricing herein to include all standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.

CATEGORY - LABOR				
Item #	Hourly Labor Rates (Portal to Portal)	Straight Time Per Hour	Overtime Per Hour	Weekend/Holiday Per Hour
1	Foreman	\$ 74.75	\$111.58	\$ 143.41
2	Journeyman Electrician	\$ 69.91	\$ 104.27	\$ 133.22
3	Apprentice Electrician – 70% or greater	\$ 41.12	\$ 60.67	\$ 79.71

CATEGORY – MATERIAL and, SUBCONTRACTOR		
Item #	Description	Percentage To Be Added
4	Total percentage (%) to be added to cost of materials	8 %
5	Total percentage (%) to be added to cost of subcontractor proposals	5%

CATEGORY – EQUIPMENT		
Item #	Description	Price per Hour
6	Backhoe with operator – must include gas, transportation, trailer, etc.	\$ 100.00



# LABOR BULLETIN

## ORANGE COUNTY CHAPTER, NECA

180 S. ANITA DRIVE, STE #103, ORANGE, CALIFORNIA 92868

• (714) 634-8777

### IMPORTANT INSIDE AGREEMENT WAGE INFORMATION

July 29, 2014

Attached to this email you will find the updated Wage and Benefit Appendix 1 for the Inside Wireman Agreement between OC NECA and LU 441 IBEW, showing the new wage package which will be effective September 1, 2014 through February 22, 2015. You will also be able to view this wage sheet by logging in to our website at [www.ocneca.org](http://www.ocneca.org). The revised Hourly Cost Data Sheets will also soon be available.

### SCHEDULE OF NEGOTIATED INCREASES

	Wage	D.B. Pension	JW Health	Appr Health	JATC
9/1/2014	.50	.28	.22	.14	
2/23/2015	.30		.20	.13	.10
8/31/2015	.25	.28	.22	.14	
2/29/2016	.50		.25	.16	
8/29/2016	.50	.28	.22	.14	
2/27/2017	.25		.25	.16	.10
8/28/2017	.50		.25	.16	
2/26/2018	.50*note 1)		.25	.16	
8/27/2018	1.00				
2/25/2019	.50*note 2)				.10

All changes refer to the J.W. wage/benefit package. Any classification which is a percentage will adjust accordingly. Where the hourly wage increases, the NEBF will increase in addition.

During the term of this Agreement, allocation of a scheduled increase to the D.B. Pension is allowed with mutual agreement. With 60 days notice prior to a scheduled increase, the LU may allocate all or a portion of the scheduled increase to Health or D.C. Pension.

*Note 1) If total Inside hours reported for the 12 month period September 1, 2016 to August 31, 2017 exceed 2,200,000 then the February 26, 2018 raise will be increased by \$.25. If less than 1,200,000 hours then the February 26, 2018 raise will be reduced by \$.25.*

*Note 2) If total Inside hours reported for the 12 month period September 1, 2017 to August 31, 2018 exceed 2,200,000 then the February 25, 2019 raise will be increased by \$.25. If less than 1,200,000 hours then the February 25, 2019 raise will be reduced by \$.25.*

If you have any questions about the Agreement, please contact the OC NECA office.

JAN 5, 2018

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 3, SECTIONS 1770, 1773 AND 1775.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND BREEDING PROJECTS

LOCALITY: ORANGE COUNTY  
DETERMINATION: ORA-2015-2

DETERMINATION: ORA-2015-2			EMPLOYER PAYMENTS							STRAIGHT-TIME		OVERTIME HOURLY RATE		
CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY	
# BRICKLAYER, STONEMASON, MARBLE FINISHER, GUNITE BLOCKLAYER, POINTER, CAULKER, CLEANER	8/22/2015	04/30/2016*	A 36.560	7.500	6.250	-	B 0.760	0.350	C 8.0	51.420	D 69.700	D 69.700	87.980	
# BRICKLAYER:														
MASON FINISHER	8/22/2015	04/30/2016*	A 26.550	7.500	6.900	-	E 0.670	0.350	C 8.0	41.970	D 55.240	D 55.240	68.520	
# F BRICK TENDER	8/22/2015	06/30/2016*	29.570	6.860	6.500	G 3.900	0.650	0.470	C 8.0	47.950	62.740	62.740	77.520	
# BRICK TENDER:														
FORKLIFT OPERATOR	8/22/2015	06/30/2016*	30.020	6.860	6.500	G 3.900	0.650	0.470	C 8.0	48.400	63.410	63.410	78.420	
# CARPET, LINOLEUM,														
RESILIENT TILE LAYER	2/22/2015	12/31/2015**	H 29.850	5.080	5.800	2.050	0.630	0.200	8.0	43.610	58.540	I 58.540	73.460	
J MATERIAL HANDLER	2/22/2015	12/31/2015**	H 9.000	5.080	2.100	0.550	0.630	0.100	8.0	17.460	21.960	I 21.960	26.460	
# DRYWALL FINISHER														
DRYWALL FINISHER	8/22/2015	09/30/2015**	H 35.180	7.550	4.620	3.070	0.670	0.470	8.0	51.560	69.150	K 69.150	86.740	
# ELECTRICIAN:														
INSIDE WIREMAN, TECHNICIAN	8/22/2015	02/28/2016**	41.890	6.790	L 8.510	M -	0.250	0.220	8.0	58.920	N 80.490	N 80.490	102.060	
CABLE SPLICER	8/22/2015	02/28/2016**	43.820	6.790	L 8.510	M -	0.250	0.220	8.0	60.900	N 83.470	N 83.470	106.040	
TRANSPORTATION SYSTEMS ELECTRICIAN	8/22/2015	02/28/2016**	41.890	6.790	L 8.510	M -	0.250	0.220	8.0	58.920	N 80.490	N 80.490	102.060	
TRANSPORTATION SYSTEMS ELECTRICIAN (CABLE SPlicing, WELDING AND FIBER OPTIC SPlicing)	8/22/2015	02/28/2016**	42.490	6.790	L 8.510	M -	0.250	0.220	8.0	59.530	N 81.420	N 81.420	103.300	
TRANSPORTATION SYSTEMS TECHNICIAN	8/22/2015	02/28/2016**	31.420	6.790	L 8.510	M -	0.250	0.220	8.0	48.130	N 64.310	N 64.310	80.500	
MAINTENANCE ELECTRICIAN	8/22/2015	02/28/2016*	24.750	6.790	L 8.510	M -	0.250	0.220	8.0	41.260	N 54.010	N 54.010	66.760	
SOUND INSTALLER	2/22/2015	12/27/2015**	29.920	7.460	L 3.260	-	0.650	O 0.300	8.0	42.490	P 57.900	P 57.900	73.310	
# FIELD SURVEYOR:														
Q CHIEF OF PARTY (018.167-010)	8/22/2015	09/30/2015**	43.910	11.200	8.550	G 4.150	0.900	0.150	8.0	68.860	P 90.810	P 90.810	112.770	
Q INSTRUMENTMAN (018.167-034)	8/22/2015	09/30/2015**	41.410	11.200	8.550	G 4.150	0.900	0.150	8.0	66.360	P 87.060	P 87.060	107.770	
Q CHAINMAN/RODMAN (869.567-010)	8/22/2015	09/30/2015**	40.830	11.200	8.550	G 4.150	0.900	0.150	8.0	65.780	P 86.190	P 86.190	106.610	
# GLAZIER	8/22/2015	05/31/2016**	R 40.700	S 7.000	13.030	T -	0.770	0.530	8.0	62.030	U 81.380	U 81.380	100.730	
# MARBLE FINISHER	8/22/2015	05/31/2016**	V 28.450	9.160	2.710	-	0.810	0.330	W 8.0	41.460	X 55.690	Y 55.690	Z 69.910	
# PAINTER														
AA INDUSTRIAL PAINTER	8/22/2015	06/30/2016*	AB 32.020	8.050	3.040	1.050	0.790	0.820	8.0	45.770	AC 61.780	AC 61.780	AC 61.780	
# PAINTER:														
AA PAINTER, LEAD ABATEMENT	8/22/2015	06/30/2016*	AB 30.720	8.050	3.040	1.050	0.690	0.820	8.0	44.370	AC 59.730	AC 59.730	AC 59.730	
AA REPAINT PAINTER, LEAD ABATEMENT	8/22/2015	06/30/2016*	AB 27.290	8.050	3.040	1.050	0.690	0.820	8.0	40.940	AD 54.580	AD 54.580	AD 54.580	
AA INDUSTRIAL REPAINT PAINTER	8/22/2015	06/30/2016*	AB 28.450	8.050	3.040	1.050	0.790	0.820	8.0	42.200	AD 56.430	AD 56.430	AD 56.430	
# PLASTERER	8/22/2015	08/02/2016**	32.910	8.930	4.210	AE 5.530	0.630	0.990	AF 8.0	53.200	AG 69.650	AG 69.650	86.110	
# AH PLASTER TENDER	8/22/2015	08/02/2016**	32.710	7.000	5.900	AE 5.050	1.020	1.020	8.0	52.700	AI 69.060	AJ 69.060	85.410	
PLASTER CLEAN-UP LABORER	8/22/2015	08/02/2016**	30.160	7.000	5.900	AE 5.050	1.020	1.020	8.0	50.150	AI 65.230	AJ 65.230	80.310	
# PLUMBER:														
PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	8/22/2015	06/30/2016**	V 42.930	7.110	AK 11.050	AL 3.030	2.550	AM 1.000	8.0	67.670	AN 89.850	AN 89.850	110.520	
SEWER AND STORM DRAIN PIPELAYER	8/22/2015	06/30/2016**	V 33.110	7.110	AK 8.200	AL 1.000	2.170	AM 1.000	8.0	52.590	AO 68.850	AO 68.850	84.600	

**EXTENSION NO. 1 AGREEMENT  
BID NO. 1314-18 ELECTRICAL SERVICE**

**AND**

**GILBERT & STEARNS, INCORPORATED**

Bid No. 1314-18 – Electrical Service with Capistrano Unified School District and Gilbert & Stearns, Incorporated, called for an original contract period of January 9, 2014 through December 31, 2014.

The contract with Capistrano Unified School District and Gilbert & Stearns, Incorporated, shall be extended an additional twelve (12) months, covering the period January 1, 2015 through December 31, 2015, at the prices shown in Exhibit A to this Extension Agreement No. 1 and Board approved on December 10, 2014.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$500,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on January 8, 2014, all other terms of the contract remain in full force and effect.

**DISTRICT**

**Capistrano Unified School District**

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

Signature

Lynh N. Nguyen

Executive Director, Purchasing & Contracts

Date: 01-20-2015

**CONTRACTOR**

**Gilbert & Stearns, Incorporated**

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

Signature

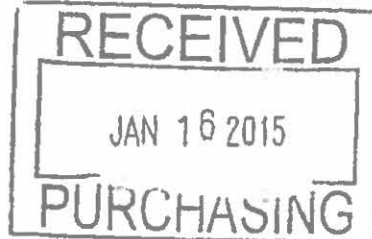
Scott Kingsmill

Print Name

President

Title

Date: 30 December 2014



**Capistrano Unified School District**

**Bid No. 1314-18  
Electrical Service**

**Bid Price Sheet  
January 1, 2015 to December 31, 2015**

**BID PRICE SHEET**

- All pricing herein to include all standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.**

<b>CATEGORY - LABOR</b>				
<b>Item #</b>	<b>Hourly Labor Rates (Portal to Portal)</b>	<b>Straight Time Per Hour</b>	<b>Overtime Per Hour</b>	<b>Weekend/Holiday Per Hour</b>
1	Foreman	\$ 72.40	\$ 108.05	\$ 138.70
2	Journeyman Electrician	\$ 67.80	\$ 101.10	\$ 129.00
3	Apprentice Electrician – 70% or greater	\$ 39.65	\$ 58.45	\$ 76.75

<b>CATEGORY – MATERIAL and, SUBCONTRACTOR</b>		
<b>Item #</b>	<b>Description</b>	<b>Percentage To Be Added</b>
4	Total percentage (%) to be added to cost of materials	8 %
5	Total percentage (%) to be added to cost of subcontractor proposals	5 %

<b>CATEGORY – EQUIPMENT</b>		
<b>Item #</b>	<b>Description</b>	<b>Price per Hour</b>
6	Backhoe with operator – must include gas, transportation, trailer, etc.	\$ 95.00

**AMENDMENT NO. 1 TO AGREEMENT  
BID NO. 1314-18 ELECTRICAL SERVICE**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**GILBERT & STEARNS, INCORPORATED**

Agreement for Bid No. 1314-18 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Agreement for Bid No. 1314-18 shall be amended to \$600,000 annually for additional services as requested by the District.

Except as set forth in this Amendment to Agreement, and Board approved on January 8, 2014, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

Capistrano Unified School District

Gilbert & Stearns, Incorporated

By: Terry Fluent  
Signature

By: Scott Kingsmill  
Signature

Terry Fluent

Scott Kingsmill  
Print Name

Director, Purchasing

President  
Title

Date: 7/28/14

Date: 7-10-14

## BID PRICE SHEET

- All pricing herein to include all standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.**
- Bidders must include pricing for all items, or the bid submitted may be declared non-responsive.
- Award of bid will be determined by weighted percentage of each category with job scenario provided at bid opening.

CATEGORY - LABOR		WEIGHTED PERCENTAGE – 60%		
Item #	Hourly Labor Rates (Portal to Portal)	Straight Time Per Hour	Overtime Per Hour	Weekend/Holiday Per Hour
1	Foreman	\$ 70.75	\$ 106.00	\$ 136.00
2	Journeyman Electrician	\$ 64.50	\$ 97.00	\$ 124.00
3	Apprentice Electrician – 70% or greater	\$ 38.50	\$ 57.00	\$ 75.00

CATEGORY – MATERIAL and, SUBCONTRACTOR		WEIGHTED PERCENTAGE – 25%
Item #	Description	Percentage To Be Added
4	Total percentage (%) to be added to cost of materials	8%
5	Total percentage (%) to be added to cost of subcontractor proposals	5%

CATEGORY – EQUIPMENT		WEIGHTED PERCENTAGE – 15%
Item #	Description	Price per Hour
6	Backhoe with operator – must include gas, transportation, trailer, etc.	\$ 90.00

#### **XIV. AGREEMENT**

THIS AGREEMENT, dated **January 9, 2014**, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT" ), and **Gilbert & Stearns, Incorporated**, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **BID NO. 1314-18, ELECTRICAL SERVICE** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum as specified in attached bid price sheet.

4. The work shall be commenced on or before the seventh (7<sup>th</sup>) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within **thirty (30)** consecutive

calendar days from the date specified in the Notice to Proceed. The initial term of this agreement will be for one year, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. **Termination for Cause or Nonappropriation.** In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

**Termination for Convenience.** DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;

- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries  
including accidental death, to any one  
person in an amount not less than **\$3,000,000.00**

and

Subject to the same limit for each  
person on account of one accident,  
in an amount not less than **\$3,000,000.00**

Property Damage Insurance  
in an amount not less than **\$3,000,000.00**

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Escrow Account: N/

11. Labor Compliance Program: N/A

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of CA, and that Scott Kingmill, whose title is President, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed including all contract documents as indicated:

**CONTRACT DOCUMENTS:**

1. ☒ Bid Bond
2. ☒ Bid Form
3. ☒ Designation of Subcontractors
4. ☒ Information Required of Bidder
5. ☒ Contractor's Certificate Regarding Workers' Compensation
6. ☒ Certification - Participation of Disabled Veteran Business Enterprise
7. ☒ Noncollusion Declaration
8. ☒ Faithful Performance Bond
9. ☒ Payment Bond
10. ☒ Agreement
11. ☒ Drug-Free Workplace Certification
12. ☒ Certification by Contractor Criminal Records Check
13. ☒ Contractor's Certificate Non-Asbestos Containing Materials
14. ☒ Tobacco Use Policy
15. ☒ Conflict of Interest
16. ☒ Compliance With Safety Regulations
17. ☒ Certificate Of Liability Insurance
18. ☒ W-9 Form

**CONTRACT TERM**

The terms of this base contract is for one year beginning January 9, 2014, through December 31, 2014, with two (2) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

**DISTRICT**

By: Terry Fluent  
Signature

Terry Fluent  
Print Name

Director, Purchasing  
Title

**CONTRACTOR**

By: Scott Kingsmill  
Signature

Scott Kingsmill  
Print Name

President  
Title

165081  
Contractor's License No.

95-1914270  
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)

**FEBRUARY 10, 2016, BOARD MEETING  
DISTRICT STANDARDIZED  
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND  
MASTER CONTRACT AGREEMENTS**

**NEW AGREEMENT RATIFICATIONS**

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
FSA	1516201	3	General Fund	WLC Architects	Mechanical Needs Assessments of Districtwide HVAC Systems and Equipment	10/28/2015 - Upon Completion	\$ 36,500.00
ICA	1516203	3	Developer Fees	School Facility Consultants	Coordination, Compliance and Tracking Services Associated with California Department of Education Site Approval for Esencia Site	01/28/2016 - 01/27/2017	\$ 25,000.00
ICA	1516204	3	Developer Fees	P2S Engineering, Inc	Commissioning Services for Esencia School	10/01/2015 - 09/30/2017	\$ 97,600.00
ICA	1516205	2	General Fund	The Flippen Group, LLC	Custom Training and Coaching Sessions for the Superintendent	11/01/2015 - 05/31/2016	\$ 15,000.00
ICA	1516206	1	General Fund	Marlene Jean Murphy	Provide Leadership Support, Coaching and On-the-Job Guidance, Observation, and feedback to the Interim Assistant Superintendent of Educational Services	01/01/2016 - 06/30/2016	\$ 28,800.00
PSA	1516208	1	Special Ed	Continuum Behavioral Health	Home School Community Visits Report Preparation, Communication, Consultation, Data Review, Instruction, Professional Training, Legal Testimony, IEP Attendance and Related Services	01/01/2016 - 06/30/2016	\$ 16,250.00
ICA	1516209	3	General Fund	Knowland Construction Services	DSA Inspection Services for Project Closeouts	01/01/2016 - 12/31/2016	\$ 75,000.00
ICA	1516210	2	General Fund	PrideStaff	Recruit and Fill Short-term Staffing Vacancies	01/01/2016 - 06/30/2016	\$ 50,000.00
PSA	1516211	1	Special Ed	Behavioral Support Partnership	Provide Independent Educational Evaluation for Functional Behavioral Assessment for Various District Students	12/01/2015 - 06/30/2016	\$ 1,170.00
ICA	1516212	2	General Fund	Leadership Associates	Facilitate Recruitment for Assistant Superintendent of Personnel Services	11/20/2015 - 01/30/2016	\$ 14,000.00

**TOTAL \$ 344,150.00**

**FEBRUARY 10, 2016, BOARD MEETING  
DISTRICT STANDARDIZED  
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND  
MASTER CONTRACT AGREEMENTS**

**AMENDMENT**

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
PSA	1213025	I	Special Ed	Providence Speech and Hearing Center	Provide Auditory Processing Development Evaluations for District Students and Related Services	Increase Contract Amount \$31,000 to \$37,000	\$ 6,000.00
ICA	1516106	I	Gift Funds	One World Rhythm	Conduct School Assembly	Increase Contract Amount from \$473 to \$971	\$ -498.00

TOTAL           \$       6,498.00

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MCA - Master Contract Agreement

FSA - Field Service Agreement

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.



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

**FIELD SERVICES AGREEMENT**

THIS CONTRACT is made and entered into this 27 day of January, by and between WLC Architects, 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 \$ 36,500 the following:  
Mechanical needs assessment for Districtwide HVAC systems and equipment  
\_\_\_\_\_  
\_\_\_\_\_
- As described in the attached Exhibit A.
2. The term of the Contract shall begin on 10/28/2015 and end upon completion.
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 353745
- ☒ 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. \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ 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:

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

Field Service Agreement  
Capistrano Unified School District



ARCHITECTS CLIENT FOCUSED. PASSION DRIVEN.

I hope this proposal meets with the District's needs at this time. If this proposal is acceptable, we would propose to invoice for this effort against the project listed above.

Submitted by,

A handwritten signature in black ink, appearing to read "Bruce Ou", with a stylized flourish at the end.

BRUCE OU  
Architect, AIA  
LEED™ AP  
Associate

Attachments: DCGA Engineers Gymnasium Needs Assessment Proposal

cc: Robert J. Hensley, Architect, AIA, LEED™ AP, Chairman, Principal, WLC Architects, Inc.  
Nanette Piccini, Director, Accounting, Associate, WLC Architects, Inc.



## DCGA ENGINEERS

Consulting Mechanical and Electrical Engineers

---

October 19, 2015

WLC Architects  
8163 Rochester Avenue  
Rancho Cucamonga, CA 91730

Attn: Bob Hensley, AIA, Principal  
Subject: Capistrano Unified School District  
Tesoro, Capistrano Valley, Aliso Niguel and Dana Hills High Schools  
Gymnasium Buildings Needs Assessment

Architect Project #  
DCGA # 15176

Dear Bob,

We propose to furnish the Mechanical Engineering Services for the subject project as follows:

### A. SCOPE OF PROJECT

Provide Needs Assessment based on e-mail, dated 10/07/2015.

Our scope of services will include the following:

- Provide site and visual inspection of HVAC systems and equipment for the Gymnasium.
- Review As-Builts of record drawings or original school, additions and remodel drawings as provided by WLC Architects.
- Prepare needs assessment report. The report will include on site observations of HVAC systems and equipment, condition, age, and remaining life.
- A statement of probable construction cost will be provided for mechanical systems and equipment repair, upgrade, or replacement as applicable.

### B. REQUIREMENTS

1. WLC Architects, (henceforth know as "The Client") shall provide any As-Builts, design drawings, or existing equipment information relevant to the design.
2. The Client shall make reasonable times available for the Engineer to perform system observation at the site during normal working hours of

Arch.: WLC Architects  
Attn: Mr. Bob Hensley, AIA, Principal  
Date: October 19, 2015

the week (Monday – Thursday; 7:30 am - 5:30 pm and Friday 7:30 am - 11:30 am).

**C. WE SPECIFICALLY EXCLUDE**

1. Preparation of design documents.
2. Assessment and report of building and site Fire Protection System, including fire hydrants.
3. Construction support.

**D. COMPENSATION**

We propose to furnish these described services for the following fee:

For basic services, the Engineers fee shall be a fixed fee of **\$5,000.00 (Five Thousand Dollars)**.

For additional services the Engineer's compensation shall be negotiated with the Client prior to proceeding with the Work.

Additional services outside the scope of work agreed upon shall not be performed without the prior authorization of the Client.

**E. TERMS**

1. **PAYMENT:** Invoices submitted monthly or upon completion of the work, which ever comes first, are due upon presentation and shall be considered PAST DUE if not paid within 30 calendar days of the invoice date.
2. **INTEREST:** If payment is not received within 30 calendar days of the due date the Client shall pay interest as an additional charge of one-and-one-half (1.5) percent of the PAST DUE amount per month. Payment thereafter shall be first applied accrued interest and then the unpaid principal.
3. **COLLECTION COSTS:** In the event legal action is necessary to enforce the payment provisions of this Agreement DCGA ENGINEERS shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by DCGA in connection with such collection action, computed at DCGA's prevailing fee schedule and expense policies.

Arch: WLC Architects  
Attn: Mr. Bob Hensley, AIA, Principal  
Date: October 19, 2015

4. **SUSPENSION OF SERVICES:** If the Client fails to make payments when due or otherwise is in breach of this Agreement, DCGA may suspend performance of services upon five (5) days' notice to the Client. DCGA shall have no liability whatsoever to the Client for any costs as damages as a result of such suspension caused by any breach of this Agreement by the Client.
5. **TERMINATION OF SERVICES:** If the Client fails to make payment to DCGA in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by DCGA.
6. **SET-OFFS, BACKCHARGES, DISCOUNTS:** Payment of invoices is in no case subject to unilateral discounting or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party.
7. **PROJECT SUSPENSION:** If the project is suspended for more than ninety (90) days, or is terminated before completion of the specified engineering services, the Client shall pay for services rendered and other direct charges thru date of suspension or termination. If the project is resumed after more than ninety (90) days of suspension, this agreement is subject to re-negotiation.

#### F. PERFORMANCE

DCGA agrees to proceed with the work in a diligent and timely manner in accordance with the mutually agreed upon schedule.

All engineering work covered by this agreement shall be supervised and/or performed by a registered Professional Engineer of the branch applicable to this project. The professional practice of DCGA shall comply with the "Code of Ethics" as promulgated by the National Society of Professional Engineers. The design and specifications of construction material shall be based on the considerations of economy, operation, reliability and safety for the occupancy and application.

The Client shall endeavor to provide the DCGA with required plans and information to permit timely and efficient performance of the herein described engineering services.

#### G. DISPUTE RESOLUTION

Claims or disputes arising or related to the project shall be settled in accordance with Article 9 of AIA Document C141-1997, Architect/Consultant Agreement.

Arch.: WLC Architects  
Attn: Mr. Bob Hensley, AIA, Principal  
Date: October 19, 2015

#### H. INSURANCE

Each party to this agreement shall carry and maintain Commercial General Liability, Property Damage and Worker's Compensation Insurance and in addition, insurance to protect him from claims arising out of the performance of his professional services caused by the acts, errors or omissions of each party of his employees, or by others for whom he is legally responsible.

DCGA is not responsible for the Contractor's work methods, performance, safety, schedule, labor or contractual obligations.

DCGA Engineers, Inc. currently carries Professional Liability Insurance in the amount of \$2,000,000.00 each claim/aggregate.

If this proposal is acceptable, please forward your AIA Agreement for proceeding and a copy of your Owner/Architect Agreement for reference.

We look forward to working with you on this project.

Sincerely,  
DCGA Engineers, Inc.



Tony Ramirez  
President

Cc: Keith Williams, Principal (DCGA)  
William Galarza Jr., P.E., #M-32627 (DCGA)  
Adam Sloan, P.E., #E-18589 (DCGA)  
Bruce Ou (WLC)



## DCGA ENGINEERS

Consulting Mechanical and Electrical Engineers

---

November 4, 2015

WLC Architects  
8163 Rochester Avenue  
Rancho Cucamonga, CA 91730

Attn: Robert Hensley, AIA, Principal  
Subject: Capistrano Unified School District  
Needs Assessments for J. Serra High School, Palisades Elementary School,  
Concordia Elementary School, Las Palmas Elementary School, and Don  
Juan Avila Middle School (Locker Room Only)

DCGA Job # 14176B

Dear Bob,

We propose to furnish the Electrical and Mechanical (HVAC and Plumbing) Engineering Services for the subject project as follows:

### A. SCOPE OF PROJECT

Provide Electrical and Mechanical (Heating, Ventilation and Air Conditioning (HVAC) and Plumbing Systems) needs assessment based on e-mail dated 11/02/2015.

Our scope of services will include the following:

- Provide site and visual inspection of mechanical and electrical systems and equipment for the Campus and identify non-compliant systems.
- Review existing exterior lighting in regards to security and make recommendations accordingly.
- Review As-Builts of record drawings or original school, additions and remodel drawings as provided by WLC Architects.
- Prepare needs assessment report. The report will include on site observations of mechanical and electrical systems and equipment, condition, age, and remaining life.
- A statement of probable construction cost will be provided for electrical and mechanical systems and equipment repair, upgrade, or replacement as applicable.

Arch: WLC Architects  
Attn: Mr. Robert Hensley, AIA, Principal  
Date: November 4, 2015

**B. REQUIREMENTS**

1. WLC Architects, (henceforth know as "The Client") shall provide any As-Built, design drawings, or existing equipment information relevant to the design.
2. The Client shall make reasonable times available for the Engineer to perform system observation at the site during normal working hours of the week (Monday- Friday, 7 am- 6 pm)

**C. WE SPECIFICALLY EXCLUDE**

1. Preparation of design documents.
2. Assessment and report of building and site Fire Protection System, including fire hydrants.
3. Construction support.
4. Creation of or hiring contractors to document as-built conditions.

**D. COMPENSATION**

We propose to furnish these described services for the following fee:

For basic services, the Engineers fee shall be a fixed fee of \$27,500.00 (Twenty-Seven Thousand Five Hundred Dollars).

Broken down as follows:

J. Serra High School	Full School	=	\$10,000.00
Palisades Elementary School	Full School	=	\$5,000.00
Concordia Elementary School	Full School	=	\$5,000.00
Las Palmas Elementary School	Full School	=	\$5,000.00
Don Juan Avilla Middle School	Locker Room Only	=	\$2,500.00

For additional services the Engineer's compensation shall be negotiated with the Client prior to proceeding with the Work.

Additional services outside the scope of work agreed upon shall not be performed without the prior authorization of the Client.

**E. TERMS**

1. **PAYMENT:** Invoices submitted monthly or upon completion of the work, which ever comes first, are due upon presentation and shall be considered PAST DUE if not paid within 30 calendar days of the invoice date.

Arch.: WLC Architects  
Attn: Mr. Robert Hensley, AIA, Principal  
Date: November 4, 2015

2. **INTEREST:** If payment is not received within 30 calendar days of the due date the Client shall pay interest as an additional charge of one-and-one-half (1.5) percent of the PAST DUE amount per month. Payment thereafter shall be first applied accrued interest and then the unpaid principal.
3. **COLLECTION COSTS:** In the event legal action is necessary to enforce the payment provisions of this Agreement DCGA ENGINEERS shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by DCGA in connection with such collection action, computed at DCGA's prevailing fee schedule and expense policies.
4. **SUSPENSION OF SERVICES:** If the Client fails to make payments when due or otherwise is in breach of this Agreement, DCGA may suspend performance of services upon five (5) days' notice to the Client. DCGA shall have no liability whatsoever to the Client for any costs as damages as a result of such suspension caused by any breach of this Agreement by the Client.
5. **TERMINATION OF SERVICES:** If the Client fails to make payment to DCGA in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by DCGA.
6. **SET-OFFS, BACKCHARGES, DISCOUNTS:** Payment of invoices is in no case subject to unilateral discounting or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party.
7. **PROJECT SUSPENSION:** If the project is suspended for more than ninety (90) days, or is terminated before completion of the specified engineering services, the Client shall pay for services rendered and other direct charges thru date of suspension or termination. If the project is resumed after more than ninety (90) days of suspension, this agreement is subject to re-negotiation.

#### F. PERFORMANCE

DCGA agrees to proceed with the work in a diligent and timely manner in accordance with the mutually agreed upon schedule.

All engineering work covered by this agreement shall be supervised and/or performed by a registered Professional Engineer of the branch applicable to this project. The professional practice of DCGA shall comply with the "Code of Ethics" as promulgated by the National Society of Professional Engineers. The design and specifications of construction material shall be based on the considerations of economy, operation, reliability and safety for the occupancy and application.

Arch: WLC Architects  
Attn: Mr. Robert Hensley, AIA, Principal  
Date: November 4, 2015

The Client shall endeavor to provide the DCGA with required plans and information to permit timely and efficient performance of the herein described engineering services.

**G. DISPUTE RESOLUTION**

Claims or disputes arising or related to the project shall be settled in accordance with Article 8 of AIA Document C401 (2007), Architect/Consultant Agreement.

**H. INSURANCE**

Each party to this agreement shall carry and maintain Commercial General Liability, Property Damage and Worker's Compensation Insurance and in addition, insurance to protect him from claims arising out of the performance of his professional services caused by the acts, errors or omissions of each party of his employees, or by others for whom he is legally responsible.

DCGA is not responsible for the Contractor's work methods, performance, safety, schedule, labor or contractual obligations.

DCGA Engineers, Inc. currently carries Professional Liability Insurance in the amount of \$2,000,000.00 each claim/aggregate.

If this proposal is acceptable, please sign and return one copy of the AIA Architect/Consultant Agreement for authorization to proceed with work and a copy of your Owner/Architect Agreement for reference.

We look forward to working with you on this project.

Sincerely,  
DCGA Engineers, Inc.



Tony Ramirez  
President

Cc: Keith Williams, Principal (DCGA)  
William Galarza Jr., P.E., #M-32627 (DCGA)  
Adam Sloan, P.E., #E-18589 (DCGA)  
Bruce Ou (WLC)



## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of February 11, 2016 ("Effective Date") 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 the "Parties".

### SCHOOL FACILITY CONSULTANTS

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such services from time to time, specifically those described in **Exhibit A**; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Contractor's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders subsequently issued by the District, on an as needed basis.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$25,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is January 28, 2016 through January 26, 2017, 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 §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 selected documents attached to this Agreement, as if such additional terms were fully set forth 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: February 10, 2016

### CONTRACTOR

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 FEIN: \_\_\_\_\_

# SCHOOL FACILITY CONSULTANTS

1303 J STREET, SUITE 500  
SACRAMENTO, CA 95814  
PHONE: (916) 441-5063  
FACSIMILE: (916) 441-2848  
WWW.S-F-C.ORG

December 15, 2015

John Forney, Executive Director  
Facility, Maintenance & Operations  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

**Subject: Proposal for Coordination, Compliance and Tracking Services Associated  
With the California Department of Education (CDE) Site Approval  
for the Esencia Site**

Dear Mr. Forney:

Pursuant to your request, I am pleased to submit this Proposal for Coordination and Tracking Services associated with obtaining California Department of Education site approval for the Esencia site. It has been a pleasure working with you and the Capistrano Unified School District on the funding for the Esencia project. I believe our extensive knowledge of the District's facility issues coupled with our extensive K-12 facility planning and funding experience makes us a great fit for this scope of work.

School Facility Consultants (SFC) proposes the following services to the District:

- Coordinate the final CDE site approval package for the Esencia site including the following:
  - Create timeline and tracking for sub-consultants to complete SFPD 4.01 requirements.
  - Assist District with completion of CDE SFPD 4.02, SFPD 4.03 documents and Physical Education Justification Worksheet.
  - Assist District with gathering and reviewing the necessary studies and analyses related to the Esencia site approval.
  - Work with the District and CDE to respond to inquiries and requests for information related to the Esencia site approval.
  - Assist District with obtaining appraisals and purchasing of the PA 2 property from Rancho Mission Viejo.

SFC estimates fees of \$25,000 to coordinate and implement the scope. SFC proposes to bill the proposed services on a time and materials basis at the rate schedule below. Actual costs may vary based upon level of assistance requested by the District.

If it becomes necessary for a Consultant from SFC to visit the District, the District will pay for travel time at the rate schedule below. The District will also reimburse SFC for all necessary and pre-approved travel expenses.

**SFC Hourly Rate Schedule**

Principal	\$195.00 / Hr.
Director	\$175.00 / Hr.
Senior Consultant	\$170.00 / Hr.
Consultant	\$150.00 / Hr.
Research Analyst	\$125.00 / Hr.
Administrative Support	\$ 70.00 / Hr.

We very much appreciate your consideration of our firm and are happy to discuss in detail any of the services outlined above. Please do not hesitate to contact me at your earliest convenience with any questions.

Sincerely,



Alexander R. Murdoch  
President



cc Laura Moffett, School Facility Consultants



## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of February 11, 2016 ("Effective Date") 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 the "Parties".

### P2S ENGINEERING, INC.

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such services from time to time, specifically those described in **Exhibit A**; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Contractor's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders subsequently issued by the District, on an as needed basis.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: \$97,600 in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is October 1, 2015 through September 30, 2017 and may be extended upon mutual agreement for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §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 selected documents attached to this Agreement, as if such additional terms were fully set forth 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: February 10, 2016

### CONTRACTOR

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 FEIN: \_\_\_\_\_

October 28, 2015

Ryan Carter  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

**Subject: Commissioning Services Proposal for CUSD Esencia K-8**

Dear Ryan,

Thank you very much for considering P2S Commissioning for the referenced project. This proposal is based on our meeting at Capistrano Unified School District (CUSD) on 10/1/15 and the Schematic Design package prepared by HMC. We are pleased to provide you our following proposal that defines our statement of understanding, scope of services, deliverables, and fees.

In addition, as the project manager for this project I will be the main point of contact for P2S' Cx Team and will be involved in the attendance at the meetings identified in the scope below.

#### **STATEMENT OF UNDERSTANDING**

The Esencia K-8 School site is within the Ranch's Esencia community (Planning Area II), which is the next master community coming online with various sized residences, the Esencia Farms, parks, trail and the Canyon House overlooking the canyon preserve.

The new campus will consist of the following buildings for a total square footage of 94,768:

- Building 1 – Administration/Food Service/Media: 22,583 SF
- Building 2 – Kindergarten and Daycare: 15,967 SF
- Building 3 – 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Grade Classrooms: 19,970 SF
- Building 4 – 4<sup>th</sup> and 5<sup>th</sup> Grade Classrooms: 11,623 SF
- Building 5 – 6<sup>th</sup> and 7<sup>th</sup> Grade Classrooms: 10,468 SF
- Building 6 – Locker Room Building: 3,657 SF
- Building 7 – Science Labs and 8<sup>th</sup> Grade Classrooms: 10,500 SF

The Owner would like to pursue all the commissioning requirements set forth in the 2013 California Energy Code, Title 24, Part 6. In addition, the project will be required to pursue CA-CHPS Fundamental Commissioning.

#### **SCOPE OF SERVICES**

##### **T24 Required Commissioned Systems**

1. Building energy management and control (EMS) systems
2. Heating, ventilating and air conditioning systems
3. Indoor lighting system and controls
4. Landscape irrigation systems
5. Scheduled or occupancy sensor lighting controls
6. Daylight dimming controls
7. Domestic hot water heating systems for general use.

#### **Design Phase Commissioning Services**

1. Perform commissioning reviews of the design, drawings and specifications for the 50% DD, 100% DD, 50% CD and 100% CD submittals, coinciding with the mechanical systems review. Reviewed documents will include Owner's Project Requirements (OPR), Basis of Design (BOD), and project documents.
2. Develop full commissioning specifications for commissioned equipment and systems.
3. Prepare and provide necessary commissioning documentation related to Title 24, Part 6. At a minimum, this will include the Cx Plan and CXR Forms required for plan check.
4. Attend (2) on-site meetings during the pre-design phase.
5. Attend (2) on-site meetings during the design phase.

#### **Construction Phase Commissioning Services**

1. Coordinate the commissioning work and, with the contractor and construction manager (CM), ensure that commissioning activities are being incorporated into the master schedule.
2. Plan and conduct a commissioning kickoff meeting and distribute minutes.
3. During construction plan and conduct (2) on-site Cx specific meetings and distribute minutes.
4. Review applicable submittals from the contractor related to commissioning. This includes HVAC, controls, testing and balancing (TAB) submittals and O&M materials.
5. Gather and review the current control sequences and interlocks and work with contractors and design engineers until sufficient clarity has been obtained.
6. Review requests for information and change orders for impact on commissioning and Owner objectives. The review of such change orders related to commissioning will be at no additional cost to the District.
7. Write and distribute prefunctional checklists for commissioned equipment.
8. Review HVAC piping pressure test and flushing documentation, sufficient to be confident that proper procedures were followed.
9. Review any ductwork testing and cleaning documentation sufficient to be confident that proper procedures were followed.
10. Document construction checklist completion and systems startup by reviewing completed prefunctional checklists and startup reports and by selected site observation.
11. Review air and water balancing reports.
12. Write the functional performance test procedures for equipment and systems.
13. Coordinate, witness and document manual functional performance tests performed by installing contractors.
14. Analyze functional performance trend logs and monitoring data to verify performance.
15. Review and comment on training material prepared by the Contractor.
16. Compile a Commissioning Record.
17. Compile a Systems Manual.
18. Prepare and provide necessary commissioning documentation related to Title 24, Part 6. Subject documentation is required for Certificate of Occupancy.

#### **Warranty Period Commissioning Services**

The following warranty period commissioning services will be provided with the following scope

and is required for CA-CHPS Fundamental Cx:

1. Supervise the required opposite season or deferred testing and deficiency corrections; and provide the final testing documentation.
2. Return to the site at 10 months into the 12-month warranty period and review with campus facility staff the current facility operation and the condition of outstanding issues related to the original and seasonal commissioning.
  - a) Make suggestions for improvements and for recording these changes in the O&M manuals.
  - b) Identify areas that may come under warranty or under the original construction contract.
  - c) Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

### **ASSUMPTIONS**

1. During functional testing, one re-test of each of the commissioned systems will be allowed (excluding time to fix minor issues). Any further retesting that must be conducted after the first re-test will be performed on a time and expense basis upon approval by the Owner. It is the intent that the readiness of the equipment to be tested will be coordinated by the CxA team with the Contractor and verified prior to testing. If the Contractor has requested the CxA team to perform testing prior to being ready, this will be a back-charge to the Contractor after the first re-test. This language will be included in the Commissioning Specifications to put the burden on the Contractor.
2. Testing of any other building systems than those described are not included in this proposal. Any such services could be added upon the request of the Owner.
3. On-site renewable energy, site-built fenestration, and building enclosure testing are not currently part of the project and have been excluded from the Cx scope.
4. Electrical Lighting Compliance Testing is excluded from the proposal, but could be added upon request of the Owner.
5. We assume that the project will be designed and constructed as a single phase.
6. Acoustical testing is not part of the scope of this project.
7. The future relocatable buildings are not part of the Cx scope.

### **FEES**

We propose to undertake the Cx portion of this project defined in this proposal for a fixed fee of **NINETY SEVEN THOUSAND SIX HUNDRED DOLLARS (\$97,600)**. Invoicing will be monthly based on percent of work complete.

We look forward to the opportunity of working with you on the subject project. If you have any questions, please contact me.

Sincerely,

**P2S ENGINEERING, INC.**

Engineering Services Proposal to:  
Ryan Carter, Capistrano Unified School District  
October 28, 2015  
Page 4 of 4



James Del Monaco, P.E., CxA, LEED AP BD&C  
Sustainability Director/Mechanical Group Manager

P15-1127 Ltr20151028-RC  
jd



## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of February 11, 2016 ("Effective Date") 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 the "Parties".

### THE FLIPPEN GROUP, LLC

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such services from time to time, specifically those described in Exhibit A; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Contractor's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders subsequently issued by the District, on an as needed basis.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$15,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for November 1, 2015 through May 31, 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 §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 selected documents attached to this Agreement, as if such additional terms were fully set forth 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: February 10, 2016

### CONTRACTOR

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 FEIN: \_\_\_\_\_



# Training Confirmation Agreement

Prepared for:

## Capistrano Unified School District

November 5, 2015

Vern Hazard  
The Flippen Group  
1199 Haywood Dr  
College Station, TX 77845



Capistrano Unified School District  
Kathy Collins  
33122 Valle Road  
San Juan Capistrano, CA 92675

Thank you for selecting The Flippen Group to serve your organization. Our goal is to provide you with service that will both motivate and empower your organization to advance to a new level of success. Please take a moment to review the information below, and then sign and return this form to us in order to confirm this agreement. We look forward to serving you.

#### SECTION 1: PROCESS AND SCHEDULE

### Products:

Products	Timeline
<b>Custom Training</b> Two – Half Day Custom Coaching Sessions for the Superintendent of Capistrano Unified School District. (This will include a Flippen 360° profile for the superintendent) Each session will provide the participant with an in person one-on-one coaching session with a senior level Flippen Group Coach.	January 11, 2016 March 16, 2016
<b>Custom Coaching Calls</b> Includes: Twelve 40-minute phone coaching sessions to be delivered over six months for the Superintendent of Capistrano Unified School District. (This will include a Flippen 360° profile for the superintendent. (November 2015 to May 2016) Exact dates TBA	2 calls in November 2015 1 call in December 2015 2 calls in January 2016 2 calls in February 2016 2 calls in March 2016 2 calls in April 2016 1 call in May 2016
<b>TOTAL (including travel)</b>	<b>\$15,000</b>

Authorized Signer Initials \_\_\_\_\_

The Flippen Group • 800.316.4311 • www.flippengroup.com  
1199 Haywood Drive • College Station, TX 77845

Capistrano Unified School District



## SECTION 2: INVESTMENT

Note: All facility details will need to be coordinated and funded by Capistrano Unified School District for the two ½ day trainings.

## SECTION 3: PAYMENT POLICIES

- The total contract fee of \$15,000.00 will be required 30 days following the conclusion of the first half day in person training.
- Please make any purchase orders or checks payable to The Flippen Group.

## SECTION 4: EVENT CONFIRMATION

Both parties will consider this program confirmed upon the signing of this contract prior to services being rendered. Upon execution of this Agreement, The Flippen Group will reserve your function at the exclusion of all other business opportunities.

Capistrano Unified School District grants The Flippen Group permission to contact its employees and or faculty members via email.

A complete Flippen 360° Profile for each participant needs to be on file at least one week in advance of the first scheduled coaching session. Reports cannot be compiled until at least four (4) colleagues have completed their input.

## SECTION 5: RESCHEDULING/CANCELLATION POLICY

### Custom Trainings:

- The Flippen Group can honor rescheduling requests 90 days or more before the first day of the event at no penalty and can be rescheduled for another time based on availability.
- Should Capistrano Unified School District notify The Flippen Group less than 90 days before the first day of the event, then both parties understand this event has been cancelled and the full contract fee will be assessed.
- Force Majeure: Neither party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or telephone service], and no other Party will have a right to terminate this Agreement in such circumstances.
- Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

Authorized Signer Initials \_\_\_\_\_

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1199 Haywood Drive • College Station, TX 77845

Capistrano Unified School District



#### Custom Coaching Calls:

- If Capistrano Unified School District notifies The Flippen Group 10 business days in advance of the a coaching session, then the session may be rescheduled for another time and payment will be transferred to a new date agreed upon by both parties based on availability.
- Should Capistrano Unified School District notify The Flippen Group less than 10 business days from the scheduled session, then both parties understand that this event has been cancelled and full contract fee will be assessed.
- Phone calls will be initiated by The Flippen Group Coach. If we are not able to connect with client at the beginning of the scheduled 40 minute time block, then phone session will be considered forfeited. However, if the client is able to connect with The Flippen Group Coach during the scheduled 40 minute time block, then session will still occur and any lost time will be considered forfeited.
- If The Flippen Group notifies Capistrano Unified School District less than 10 days from the first day of the call that coach is unable to conduct coaching session due to unforeseen emergency or illness, then both parties understand The Flippen Group is unable to provide a backup coach. Both parties understand this session has been cancelled and no payment will be required of Capistrano Unified School District
- Phone calls will need to be scheduled and delivered within 6 months of this contract agreement dated November 5, 2015.

#### SECTION 6: INTELLECTUAL PROPERTY POLICY/DISCLAIMERS

- The Flippen Group's intellectual property is a crucial part of providing training materials and consulting services to its clients, and The Flippen Group could not continue its work if its clients did not honor and respect The Flippen Group's intellectual property rights. None of our work or work product is done on a "work for hire" basis, and all of our material and work product is owned exclusively by The Flippen Group and is subject to one or more of the following: copyright, trademark, patent, license, or trade secret. Intellectual property and learning/know-how that may be developed while working with any client shall remain the property of The Flippen Group. By entering into this agreement you are expressly acknowledging and agreeing to the matters set forth in this paragraph, and you are agreeing that none of the training materials, notebooks, videos, presentations, processes, concepts, or parts thereof may be used by you, for any purpose, without the express advance written consent of The Flippen Group.
- In addition, you are agreeing to have any of your engaged contractors or subcontractors sign an agreement to protect The Flippen Group's intellectual property.
- Video and/or audio taping is strictly prohibited without prior written approval by The Flippen Group.
- Media representatives are not allowed to attend training without prior written approval by The Flippen Group.

Capistrano Unified School District grants The Flippen Group permission to contact its employees and or faculty members via email.

No information shared verbally or in writing can be constituted to be professional advice, such as medical, legal, financial, psychological, business, or counseling advice. Diagnosing medical or psychological conditions cannot be done through this coaching process and should only be done by licensed professionals.

Authorized Signer Initials \_\_\_\_\_

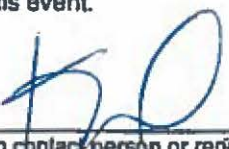
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1199 Haywood Drive • College Station, TX 77845

Capistrano Unified School District



#### SECTION 7: CONFIRMATION

I have read and understand the policies of The Flippen Group as printed in this agreement, and, as the contact person for this training, I will endeavor to see that all policies and related details are understood and completed by all involved parties in the planning of this event.

Signed:  Date: 11/16/15  
(Group contact person or representative)  
Print Name: Kirsten Vital Title: Superintendent

#### SECTION 8: CONTACT US

If you have any questions or need additional assistance, please do not hesitate to contact us.

The Flippen Group  
Attn: Kim Wilson  
1199 Haywood Drive  
College Station, TX 77845

Phone: 888-608-8488  
Fax: 877-941-4700  
kim.wilson@flippengroup.com

Authorized Signer Initials \_\_\_\_\_

The Flippen Group • 800.316.4311 • www.flippengroup.com  
1199 Haywood Drive • College Station, TX 77845

Capistrano Unified School District



## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of February 11, 2016 ("Effective Date") 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 the "Parties".

### MARLENE JEAN MURPHY

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such services from time to time, specifically those described in **Exhibit A**; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Contractor's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders subsequently issued by the District, on an as needed basis.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$28,800.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is January 1, 2016 through 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 §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 selected documents attached to this Agreement, as if such additional terms were fully set forth herein.

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

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

### DISTRICT

By: \_\_\_\_\_  
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date: February 10, 2016

### CONTRACTOR

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 FEIN: \_\_\_\_\_



---

**Independent Consulting Agreement**  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**January – June 2016**

This contract is an agreement between the Capistrano Unified School District and educational leadership consultant, Jeannie Murphy. The purpose is to provide leadership support, coaching and on-the-job guidance, observation and feedback to the Interim Assistant Superintendent, Dr. Susan Holliday, in support of her new role in leading the Educational Services Division to maximize delivery of quality instruction to all CUSD students.

The work will be performed from January through the end of June, 2016. The amount of the contract is not to exceed \$28,800.

**Overview of the Scope of Work:**

Jeannie Murphy will work in partnership with Dr. Susan Holliday to support the district's vision of an unwavering commitment to student success. The focus will be 2 main areas: 1) enhance and transform the work of the Educational Services Division to operate as a primary support system for helping principals meet the teaching and learning goals of the district; 2) School site and classroom visits with input from the Educational Services Division and Principals for an agreed upon set of criteria that supports the effective implementation of the California Common Core State Standards, Smarter Balanced, LCAP and the Every Student Succeeds Act (ESSA).

**Description of Work to be Performed:**

***Plan Development***

Develop a time and task outline for the coaching support and guidance of the new Interim Assistant Superintendent of Educational Services to build capacity and maximize time and resources in leading the Educational Services Division,



Principal Meetings and increasing the number of high quality school site visits to build the capacity of education directors and principals as instructional leaders.

Use the research on Central Office transformation by the University of Washington, Center for Educational Leadership and other recent research and reports to guide the work.

### ***Plan Implementation***

Execute the plan for gathering data, observing meetings, interviews, site visits, prototypes, feedback and facilitating the work of the interim Assistant Superintendent to build on and enhance her knowledge and expertise in leading the division.

### ***School Site and Classroom Visits***

Meet with the Interim Assistant Superintendent and members of the Ed Services team as well as key principals and other district staff as appropriate to determine the current state and desired future state of school site and classroom visits in the district as aligned to best practices research and current and new district and state initiatives.

Develop a theory of action that explains the specific changes to be made in the central office and why and how those will drive other necessary changes that will strengthen teaching and learning at scale.

Use the data gathered (using evidence data gathering tools) to create a prototype for site visits and get feedback from teachers and administrators who participated in the first round.

### ***Report of Progress***

In collaboration with the Interim Assistant Superintendent and with input from principals and selected members of the Educational Services team, create a report to be given to the Superintendent regarding the progress of the work.

### ***Commitments by the Consultant***

To honor the confidentiality of the work with the Interim Assistant Superintendent

To respond in a timely manner between coaching sessions via phone, text or email.



To implement the independent consultant agreement as written, unless the context changes or a situation arises that both parties agree requires a slight modification within the parameters of the two main areas of focus.

To actively listen and ask questions which help to examine decisions, mind sets, thinking, assumptions, and innovative solutions to opportunities and challenges.

### **Commitments by the Client**

To approach the coaching relationship with openness and honesty

To be accessible and on time for coaching meetings and to return emails or phone messages within a reasonable time, as agreed upon by both parties.

To arrange for observations of real work situations that would allow for targeted coaching, such as observation of Educational Services meetings, principal meetings and school site visits

To provide honest feedback to the executive coach and to the design of the work

### **Progress Report:**

Jeannie Murphy, in collaboration with Dr. Susan Holliday, will write an end of year report summarizing the services delivered and progress made.

### **Costs and Payment**

- **24 days at \$1200 a day = \$28,800.**

The daily rate of \$1200 (8 hours) includes all coaching and consulting fees, observation, planning and feedback of meetings, school site visits and all costs associated with travel, lodging, tolls, meals, materials, research specifically for the Capistrano Unified School District, phone, project management, reports and development of resources.

- This contract is for services up to 24 billed days (8 hours/day). Only the days where services were rendered will be billed. Invoices will be sent once a month, as appropriate.
- No part of the Consultant's compensation will be subject to withholding by the Client for the payment of any social security, federal, state or any other



employee payroll taxes. Jeannie Murphy's relationship with the Capistrano Unified School District will be that of an independent contractor and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship.

- Consultant's relationship with Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship.

**Agreements:**

Jeannie Murphy

Title: Educational Leadership Consultant

\_\_\_\_\_ Date \_\_\_\_\_

Capistrano Unified School District representative

Title:

\_\_\_\_\_ Date \_\_\_\_\_



## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of February 11, 2016 ("Effective Date") 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 be referred to as "Party" or collectively as the "Parties".

### CONTINUUM BEHAVIORAL HEALTH

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, Government Code §§4526 and 53060, to contract with and employ any persons for the furnishing of special professional 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 those described in **Exhibit A**, and

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional 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 (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$16,250.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is January 1, 2016 through 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 selected documents attached to this Agreement, as if such additional terms were fully 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: February 10, 2016

#### CONSULTANT

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
FEIN: \_\_\_\_\_

## ATTACHMENT A

Continuum Behavioral Health

P.O. Box 510

Oceanside, CA 92049

Office/ Cell: 619.993.6245

Fax: 866.654.2660

### Consultant (BCBA/BCaBA)

### RBT

Intake Evaluation (Parent/ Teacher Appointment Only; please allow for 1-2 hours; record review)	\$ 125/hr	N/A
Home/School/Community Visit/ Report Preparation/Email/Telephone Consultation/Data Review/Material Preparation/1:1 Instruction/Consultation	\$125/hr	\$ 50/hr
Professional Trainings/ Legal Testimony/ IEP Attendance/ All Other Non-listed Tasks	\$125/hr	N/A
No Show/Late Cancellation	Applicable Fee for Scheduled Appointment	Applicable Fee for Scheduled Appointment

## ATTACHMENT A

### Capistrano Unified School District

#### Proposed Consultation and Related Fees

	Consultant (BCBA/BCaBA)	RBT
Intake Evaluation (Parent/ Teacher Appointment Only; please allow for 1-2 hours; record review)	\$ 125/hr	N/A
Home/School/Community Visit/ Report Preparation/Email/Telephone Consultation/Data Review/Material Preparation/1:1 Instruction/Consultation	\$125/hr	\$ 50/hr
Professional Trainings/ Legal Testimony/ IEP Attendance/ All Other Non-listed Tasks	\$125/hr	N/A
No Show/Late Cancellation	Applicable Fee for Scheduled Appointment	Applicable Fee for Scheduled Appointment

Payment Terms: Net 30 from invoice date



## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of February 11, 2016 ("Effective Date") 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 the "Parties".

### KNOWLAND CONSTRUCTION SERVICES

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such services from time to time, specifically those described in **Exhibit A**; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Contractor's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders subsequently issued by the District, on an as needed basis.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$75,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is January 1, 2016 through December 31, 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 §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 selected documents attached to this Agreement, as if such additional terms were fully set forth 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: February 10, 2016

### CONTRACTOR

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 FEIN: \_\_\_\_\_

## PROPOSAL FOR PROJECT INSPECTORS

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

PROJECT: DSA Closeout Projects

INSPECTORS: Knowland Construction Services – Chris Knowland, Curtis Parker or other approved DSA inspector

PROJECT ESTIMATE: \$50,000.00 (Class I \$85 per hour; Class III \$60 per hour)

PROJECTED DURATION: Approximately 18 months (beginning May 1, 2015 through October 31, 2016)

 9/28/15

### PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Knowland Construction Services agrees to provide for continuous inspection of work for compliance with approved contract documents. Project inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs:
2. Represent the client under the guidance of the construction manager or designated agent.
3. Attend all planning, pre-construction conferences, project meetings, or meetings as required by the client.
4. Monitor and observe all special inspections performed by the client-contracted testing lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by special inspectors. Perform or monitor testing for Torque, Epoxy, and pull tests as required.
5. The client and the inspector, Knowland Construction Services, shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this Agreement and the contract documents.
6. The Agreement shall begin on written notice and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with or without cause. This agency Agreement shall be assignable to other schools with the District, and shall apply to other inspectors as

requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationships with inspectors introduced to the District through Knowland Construction Services for a period of two (2) years after the dissolution of any contracts through Knowland Construction Services, unless permission is granted prior to each relationship.

7. Capistrano Unified School District agrees to pay Knowland Construction Services the cost of project services billed at the rate of \$60.00 per hour for Class III project inspectors and \$85.00 per hour for Principal inspector / manager within 30 days of receipt of invoice. Knowland Construction Services (project inspectors / project managers) shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The District shall provide all utility lines, office space and equipment per the project specifications.
8. Knowland Construction Services shall provide to the District at the end of the project all project documentation in a professional format.
9. The client shall be billed approximately 18 months for the project. Knowland Construction Services shall not bill the client for any time not directly paid to project inspectors, engineers, or project managers working directly on the project. Hours invoiced for purposes of this Agreement shall include drive time for days invoiced at less than eight hours per day. For days where the consultant is absent, on vacation, or is not able to be on site due to causes beyond his reasonable control, a DSA certified project manager will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the inspector of record.

Dated: September 3, 2015



Christopher Knowland – KCS

Dated: September \_\_, 2015

Agent – Capistrano Unified School District



## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of February 11, 2016 ("Effective Date") 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 the "Parties".

### PRIDESTAFF, INCORPORATED

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such recruiting and filling short-term staffing vacancies while permanent candidates are sought by District staff services from time to time; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the services as set forth herein (referred to as "Contracted Services"). Contractor's specific scope of work shall be set forth herein and/or supplemented by purchase orders subsequently issued by the District, on an as needed basis.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated at a rate of \$41.60-48 per hour or 1.6 times the pay rate for a temporary staff member. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$50,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for January 1, 2016 through 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 §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 selected documents attached to this Agreement, as if such additional terms were fully set forth 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: February 10, 2016

### CONTRACTOR

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 FEIN: \_\_\_\_\_



## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of February 11, 2016 ("Effective Date") 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 be referred to as "Party" or collectively as the "Parties".

### BEHAVIORAL SUPPORT PARTNERSHIP

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, Government Code §§4526 and 53060, to contract with and employ any persons for the furnishing of special professional 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 those described in **Exhibit A**, and

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional 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 (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$1,170.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is December 1, 2015 through June 30, 2016 from the Effective Date, 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 selected documents attached to this Agreement, as if such additional terms were fully 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: February 10, 2016

#### CONSULTANT

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Email Address: \_\_\_\_\_  
FEIN \_\_\_\_\_

## EXHIBIT A

### FEE SCHEDULE

Behavioral Support Partnership  
Melissa Sweitzer, Ph.D.  
17853 Santiago Blvd. #107-329  
Villa Park, CA 92861  
714-748-4440 Phone  
714-974-8727 Fax  
RichardS@behaviorpartner.com

**Description of Services:** Functional Behavior Assessment

**Rate of Pay & Expenses:** \$130 per hour

*It is very important to include either an hourly or daily rate of pay. This is necessary to determine partial payment in the event services cannot be completed.*



Signature \_\_\_\_\_ Date Dec. 8, 2015

Typed or Printed Name Richard Sherman, MPH, Chief Operating Officer



## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of February 11, 2016 ("Effective Date") 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 the "Parties".

### LEADERSHIP ASSOCIATES

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such services from time to time, specifically those described in **Exhibit A**; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Contractor's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders subsequently issued by the District, on an as needed basis.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$14,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for [INSERT: TERM] from the Effective Date, 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 §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 selected documents attached to this Agreement, as if such additional terms were fully set forth 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: February 10, 2016

### CONTRACTOR

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 FEIN: \_\_\_\_\_



**LEADERSHIP ASSOCIATES**  
50-855 Washington Street #C-205  
La Quinta, CA 92253  
Phone (760) 771-4277

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**AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT is made this November 20, 2015 between **LEADERSHIP ASSOCIATES**, hereinafter called the Contractor, and **CAPISTRANO UNIFIED SCHOOL DISTRICT** hereinafter called the District.

The Contractor agrees to perform services for the District as follows:

**The Contractor will facilitate a search for Assistant Superintendent,  
Human Resources.**

The District agrees to pay the Contractor **FOURTEEN THOUSAND DOLLARS (\$14,000)**, for services provided through January 30, 2016. The Contractor will submit an invoice to the District upon completion of the services. Payments are due within 30 days of receipt of invoice.

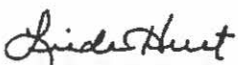
Contractor agrees to hold harmless, indemnify and immediately defend the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

Leadership Associates does not participate in a California public pension system. Leadership Associates and the District understand that the work/services provided should not be considered creditable toward the STRS earnings limit as the work is not normally performed by employees of the District and requires less than 24 months (496 business days). REF. CA Education Code § 26135.7 (2014)

CONTRACTOR:  
LEADERSHIP ASSOCIATES  
Taxpayer ID#: 68-038 3653

DISTRICT:  
CAPISTRANO UNIFIED SCHOOL DISTRICT

By 

Name Linda Hunt/Office Administrator

Date November 2015

By 

Name John A. Roach/Interim Assistant Superintendent

Date November 2015

105 of 163

**AMENDMENT NO. 6 TO PROFESSIONAL SERVICE AGREEMENT  
PSA 1213025**

**WITH**

**PROVIDENCE SPEECH AND HEARING CENTER**

On, June 12, 2012, Professional Service Agreement No. PSA 1213025 with Capistrano Unified School District and Providence Speech and Hearing Center called for services to be rendered at the rates shown in the agreement for the period of July 1, 2012, through June 30, 2013. PSA 1213025 was extended on July 24, 2013, for a period of July 1, 2013, through June 30, 2014; on June 11, 2014, was extended for a period of July 1, 2014, through June 30, 2015 and on June 10, 2015, was extended for a period of July 1, 2015 through June 30, 2016.

The total cost of services requested by the District and provided by the Providence Speech and Hearing Center under this Agreement, as amended, is estimated to be \$37,000 annually for additional services requested by the District and be amended to the new rates as attached as Exhibit A-4.

Except as set forth in this Amendment, and Board approved on June 12, 2012, July 24, 2013, June 11, 2014, and June 10, 2015, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Providence Speech and Hearing  
Center**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: February 10, 2016      Date: \_\_\_\_\_

**AMENDMENT NO. 4 TO PROFESSIONAL SERVICE AGREEMENT  
PSA 1213025**

**WITH**

**PROVIDENCE SPEECH AND HEARING CENTER**

On, June 11, 2012, Professional Service Agreement No. PSA 1213025 with Capistrano Unified School District and Providence Speech and Hearing Center called for services to be rendered at the rates shown in the agreement for the period of July 1, 2012, through June 30, 2013. PSA 1213025 was extended on July 24, 2013, for a period of July 1, 2013, through June 30, 2014; on June 11, 2014, 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 Providence Speech and Hearing Center under this Agreement is estimated to be \$21,000 annually for additional services requested by the District and be amended to the new rates as attached as Exhibit A-3.

Except as set forth in this Amendment, and Board approved on June 12, 2012, July 24, 2013, and June 11, 2014, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Providence Speech and Hearing  
Center**

By:   
Signature

By:   
Signature

Lynh N. Rust

Linda H Smith  
Print Name

Executive Director, Contracts & Purchasing

CEO  
Title

Board Approval Date: September 9, 2015

Date:

9/9/15

**EXHIBIT A-3**


**FEE SCHEDULE**

**Providence Speech and Hearing Center  
1301 Providence Avenue  
Orange, CA 92668**

**abarclay@pshc.org**

**Speech Language Pathologist - \$80.00 per hour**

**Audiology services - \$135.00 per hour**

By: 

Date: 9/9/15

**AMENDMENT NO. 5 TO PROFESSIONAL SERVICE AGREEMENT  
PSA 1213025**

**WITH**

**PROVIDENCE SPEECH AND HEARING CENTER**

On, June 11, 2012, Professional Service Agreement No. PSA 1213025 with Capistrano Unified School District and Providence Speech and Hearing Center called for services to be rendered at the rates shown in the agreement for the period of July 1, 2012, through June 30, 2013. PSA 1213025 was extended on July 24, 2013, for a period of July 1, 2013, through June 30, 2014; on June 11, 2014, 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 Providence Speech and Hearing Center under this Agreement is estimated to be \$31,000 annually for additional services requested by the District and be amended to the new rates as attached as Exhibit A-4.

Except as set forth in this Amendment, and Board approved on June 12, 2012, July 24, 2013, and June 11, 2014, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Providence Speech and Hearing  
Center**

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

By:   
Signature

Lynh N. Rust

Linda H Smith

Print Name

Executive Director, Contracts & Purchasing

CEO

Title

Board Approval Date: October 14, 2015

Date:

9/9/15

## EXHIBIT A-4

## FEE SCHEDULE

**Providence Speech and Hearing Center**  
**1301 Providence Avenue**  
**Orange, CA 92668**

abarclay@pshc.org

**Speech Language Pathologist - \$80.00 per hour**

**Audiology services - \$135.00 per hour**

### INDEPENDENT EDUCATIONAL EVALUATIONS (IEE)

**The total cost of conducting the IEE in the area listed below shall include full completion of the report (including observation of student), participation in one IEP meeting to review the assessment in person or by phone, and copies of protocols and reports**

Type of Assessment	Qualification of Assessor	Approved Rate
Audiological Evaluation	Credentialed Speech Pathologist	Not to exceed \$555.00/assessment
Central Auditory Processing	Credentialed Speech Pathologist	Not to exceed \$2,020.00/assessment
Speech Language Assessment	Credentialed Speech Pathologist	Not to exceed \$570.00/assessment

By: L. H. [Signature] Date: 9/9/15



## CAPISTRANO UNIFIED SCHOOL DISTRICT

### SPECIAL CONDITIONS

#### Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, Providence Speech and Hearing Center, has agreed to conduct one or more Independent Educational Evaluations (IEEs) during the 2015-2016 fiscal year. Consultant is functioning solely as an Independent Educational Evaluator. In performing and completing the duties of the IEE, Consultant agrees to the following:

1. Conflict of Interest: Consultant agrees that he/she will not recommend therapy or services within his/her own agency, company, or practice.
2. School Grounds: Consultant agrees that during the performance of an IEE at or on school district grounds, the Consultant may be accompanied by a DISTRICT representative during the duration of observation or interviews of staff and/or pupil.
3. Report: Upon completion of the IEE, the Consultant will provide a written report to the District on or before the date when Consultant provides a copy to a parent.
4. Assessment Documentation: Prior to receipt of payment for services, Consultant agrees to release all assessment documentations to the District including assessment protocols, observation notes, and written report.

The total cost of conducting the IEE in the area listed below shall include full completion of the report (including observation of student), participation in one IEP meeting to review the assessment in person or by phone, and copies of protocols and reports.

<u>Type of Assessment</u>	<u>Qualification of Assessor</u>	<u>Approved Rate</u>
Audiological Evaluation	Credentialed Speech Pathologist	Not to exceed \$555/assessment
Central Auditory Processing	Credentialed Speech Pathologist	Not to exceed \$2,020/assessment
Speech Language Assessment	Credentialed Speech Pathologist	Not to exceed \$570/assessment

L. H. [Signature]  
Consultant

9/9/15  
Date

Received by:

\_\_\_\_\_  
District Representative

\_\_\_\_\_  
Date

EXHIBIT A -1  
FEE SCHEDULE

PROVIDENCE SPEECH AND HEARING CENTER

SCHOOL DIST CODES	DESCRIPTION	CHARGE
53	Periodic Audiological Evaluation(0-7 years)	\$300
53	Audiological Evaluation	\$285
53	Auditory Brainstem Response	\$445
53	Central Auditory Processing, Comprehensive	\$1,768
53	Otitis Media Effusions, Extended	\$120
53	* Other audiology services	\$73
53	Audio Consult Brief	\$13
50	Speech & Language Evaluation	\$300
50	Other speech services	\$13
50	Speech Therapy	\$150/ 1 hr sess
50	Speech Therapy	\$85/ 1/2 hr sess
50	Jumpstart or Speech group Therapy, per hour	\$55/
57	OT Evaluation	\$
57	OT Therapy	\$135/
50, 53, 57	*IEP/IFSP Out of Center Meeting	\$125/
	(*IEP charge is inclusive of all preparation time which includes any meetings or editing, preparation of special documentation and "out of the ordinary" phone calls.)	
50, 53, 57	*IEP/IFSP Cancellation without a 48 hour notice	\$135/
50, 53, 57	Out of Center consult time and travel Audio, Speech, OT	\$135/

\*The following appointments are required for Comprehensive APD Appointment:

- 1) Documentation Review by Audiologist 1/2 hour
- 2) Documentation Review by Speech Pathologist 1 hour
- 3) Initial APD appointment (includes Audiological Evaluation)
- 4) Speech and Language Evaluation
- 5) Final APD appointment

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

Date: 8/27/2011



## PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereinafter be referred to as ("Party") or collectively as ("Parties").

### PROVIDENCE SPEECH AND HEARING CENTER

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required.

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached herein, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services requested by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$6,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT  
By: Terry Fluen  
Name: Terry Fluen  
Title: Director, Purchasing  
Board Approval Date: 4/11/12

CONSULTANT  
Signature: [Signature]  
Name: Paul Lopez  
Title: CEO/CEO  
Address: 1361 Peninsula Ave  
Orange, CA 92664  
Email Address: plopez@PSHC.org  
FEIN/SSN: 95-6154473

**EXHIBIT A -1  
FEE SCHEDULE**

**PROVIDENCE SPEECH AND HEARING CENTER**

SCHOOL DIS CODES	DESCRIPTION	CHARGE
53	Pediatric Audiological Evaluation (0-7 years)	\$300.0
53	Audiological Evaluation	\$285.0
53	Auditory Brainstem Response	\$445.0
53	Central Auditory Processing, Comprehensive	\$1,750.0
53	Otoacoustic Emissions, Extended	\$120.0
53	Other audiology services	\$135.0
53	Audio Consult Brief	\$135.0
50	Speech & Language Evaluation	\$300.0
50	Other speech services	\$135.0
50	Speech Therapy	\$150 / 1 hr session
50	Speech Therapy	\$75 / 1/2 hr session
50	Jumpstart or Speech group Therapy, per hour	\$55 / 1
57	OT Evaluation	\$ 150.0
57	OT Therapy	\$135 / 1
50, 53, 57	**IEP/HSP Out of Center Meeting	\$135 / 1
(*IEP charge is inclusive of all preparation time which includes any meetings or negotiations, preparation of special documentation and "out of the ordinary" phone calls.)		
50, 53, 57	**IEP/HSP Cancellation without a 48 hour notice	\$135 / 1
50, 53, 57	Out of Center contact time and travel Audio, Speech, OT	\$135 / 1

\*\*The following appointments are required for Comprehensive APD Appointment:

- 1) Documentation Review by Audiologist 1/2 hour
- 2) Documentation Review by Speech Pathologist 1 hour
- 3) Initial APD appointment (includes Audiological Evaluation)
- 4) Speech and Language Evaluation
- 5) Final APD appointment

By:                     

Date: 8/27/2012

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NO.  
PSA 1213025

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PROVIDENCE SPEECH AND HEARING CENTER

The Agreement between Capistrano Unified School District and Providence Speech and Hearing Center was extended for the period of July 1, 2013, through June 30, 2014.

The total cost of services requested by the District and provided by the Consultant under this Agreement shall be amended not to exceed \$14,000 annually. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this amendment, and Board approved on June 11, 2013, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

Providence Speech and Hearing  
Center

By: [Signature]  
Signature

By: [Signature]  
Signature

Terry Fluen

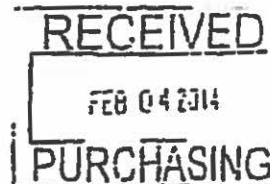
RAWL LOPEZ  
Print Name

Director, Purchasing

CFO / CIO  
Title

Date: 2/12/14

Date: 1/30/14



**AMENDMENT NO. 2 TO PROFESSIONAL SERVICE AGREEMENT  
NO. PSA 1213825**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**PROVIDENCE SPEECH AND HEARING CENTER**

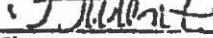
The Agreement between Capistrano Unified School District and Providence Speech and Hearing Center was extended for the period of July 1, 2013, through June 30, 2014.

The total cost of services requested by the District and provided by the Consultant under this Agreement shall be amended not to exceed \$20,500 annually. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Providence Speech and Hearing Center

By:   
Signature

By:   
Signature

Terry Flucht

Linda H. Smith  
Print Name

Director, Purchasing

CEO  
Title

Date: 7/10/14

Date: 7/11/14

**EXTENSION NO. 1 OF AGREEMENT NO. PSA 1213025**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**PROVIDENCE SPEECH AND HEARING CENTER**

Professional Services Agreement No. PSA 1213025 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Providence Speech and Hearing Center 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 \$4,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2013, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Providence Speech and Hearing Center

By:   
Signature

By:   
Signature

Terry Fluent  
Print Name

Paul Lopez  
Print Name

Director, Purchasing  
Title

CEO / C.F.O.  
Title

Date: 8/1/13

Date: July 1, 2013

**EXTENSION NO. 2 OF AGREEMENT PSA 1213025**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**PROVIDENCE SPEECH AND HEARING CENTER**

Professional Services Agreement No. PSA 1213025 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Providence Speech and Hearing Center shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$15,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Providence Speech and Hearing Center

By: 

Signature

Terry Fluegel

Director, Purchasing

Date: 7/15/14

By: 

Signature

Linda H. Smith

Print Name

CEO

Title

Date: 7/11/14

**AMENDMENT NO. 3 TO PROFESSIONAL SERVICE AGREEMENT  
PSA 1213025**

**WITH**

**PROVIDENCE SPEECH AND HEARING CENTER**

Professional Service Agreement No. PSA 1213025 with Capistrano Unified School District and Providence Speech and Hearing Center called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District and provided by the Providence Speech and Hearing Center under this Agreement shall not exceed \$29,080 annually for additional services requested by the District and be amended to the new rates as attached as Exhibit A-2. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this Amendment, and Board approved on June 12, 2012, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Providence Speech and Hearing  
Center**

By: [Signature]  
Signature

By: [Signature]  
Signature

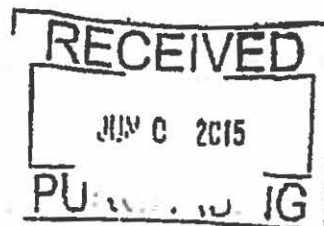
Lynh N. Rust

Linda H. Smith  
Print Name

Executive Director, Contracts & Purchasing

CEO  
Title

Board Approval Date: 06-10-15 Date: 6-2-15



## FEE SCHEDULE

gharclaw@nslu.org

Bt: L St James Date: 6-2-75

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT  
ICA 1516106**

**WITH**

**ONE WORLD RHYTHM**

Independent Contractor Agreement No. ICA 1516106 with Capistrano Unified School District and One World Rhythm called for services to be rendered at the rates shown in the attached agreement.

The total cost of services requested by the District under this contract, as amended, is estimated to be \$1000.00 for additional services requested by the District.

Except as set forth in this Amendment, and previously Board approved on September 23, 2015, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**One World Rhythm**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: February 10, 2016

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

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

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

**DISTRICT**

By: 

Name: Lynn N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: September 23, 2015

**CONTRACTOR**

Signature: 

Name: PETER A. ELLISON

Title: OWNER

Address: 1317 N. SAN FERNANDO BLVD #512

BURBANK, CA 91501

Email Address: PETE@ONELWORLD RHYTHM.COM

FEIN: 559-41-0737

### GENERAL CONDITIONS

District and Contractor acknowledge, and agree to be bound by, the provisions set forth below:

1. Engagement of Services. District hereby engages the services of Contractor in accordance with the terms set forth in the Agreement and these additional provisions. Contractor agrees to exercise the highest degree of professionalism and utmost care, and to utilize Contractor's expertise and creative talents in completing such services. Contractor agrees that it will act in a manner it believes to be in the best interest of District rather than itself or another third party. Contractor agrees that it shall perform its services in a timely manner. Contractor agrees to provide Contractor's own equipment, tools and other materials at Contractor's own expense. District will make its facilities and equipment available to Contractor when necessary, upon written permission by authorized District personnel. Contractor may not assign, subcontract or otherwise delegate Contractor's obligations under the Agreement without District's prior written consent.
2. Invoicing. For hourly services, Contractor shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed pursuant to an agreed fixed fee, Contractor shall submit invoices to District upon the completion of the services or as otherwise identified in the agreed fixed fee.
3. Expenses. Contractor shall be responsible for all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she, all his/her employees, agents and contractors shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees, agents and contractors as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
5. Originality of Services. Contractor 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 Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as basis for such services.
6. Copyright/Trademark/Patent. Contractor understands and agrees that all applicable 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 District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
7. Termination. District may terminate the Agreement at its convenience and without any breach by Contractor upon ten (10) calendar days' prior written notice to Contractor. District may also terminate the Agreement immediately in its sole discretion for cause or upon Contractor's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude; (b) negligence in the performance of duties under the Agreement, and (c) refusal to perform reasonable and lawful duties assigned under the Agreement. Contractor may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Contractor and District each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal. Upon termination of this Agreement for any reason, Contractor's fees will be prorated based on the work actually completed at the time of termination for work which is then in progress, to and including

the effective date of such termination, which shall be substantiated by appropriate documentation. Unless other terms are set forth in this Agreement, District will reimburse Contractor for previously approved expenses in compliance with the policies of the District.

8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Contractor will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Contractor further agrees that any property situated on District's premises and owned by District, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time.
9. Hold Harmless. Contractor agrees to and shall defend, indemnify and hold harmless the District, its Board of Trustees, 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 Contractor or its subcontractors, whether authorized by this Agreement or not. Contractor 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 gross negligence or willful misconduct of District or any of its agents or employees.
10. Insurance. Pursuant to Section 9, Contractor agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the actual start date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insured's by separate endorsement under said policy.
11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by Contractor.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
15. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and 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 this Agreement.
17. Nondiscrimination. Contractor 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 person.

18. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. 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.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in Orange County, California.
22. Mandatory Claims Process.

If District or Consultant has a claim regarding this Agreement, this Mandatory Claims Process is the exclusive method for determining and resolving such claims.

A. Initial Review and Evaluation of a Claim

Within ten (10) business days of a party to this Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10) business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by District's Board of Trustees.

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 22 hereof.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or no mediation occurring, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrator; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the

contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 22 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

### REQUIRED DOCUMENTS AND CERTIFICATIONS

\*All checked items must be provided.

#### Certificates of Insurance

- ✓ Commercial General Liability Insurance Additional Insured Endorsement  
Option 1: form CG 20 10 11 85  
or  
Option 2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04  
Either form must be accompanied by Form CG 20 37 07 04
- ✓ Business Auto Liability Insurance
- ✓ Workers' Compensation and Employers Liability Insurance

Refer to Article 10. INSURANCE REQUIREMENTS

- ✓ Certification by Contractor Criminal Records Check

- ✓ W-9

Live Scan (District requires DOJ and FBI clearance)

TB Test

- ✓ Conflict of Interest Form

**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

Board of Trustees Purchase Order Listing  
\*----- Fiscal Year: 2015-16 -----\*  
Board of Trustees Meeting.....FEBRUARY 10, 2016

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
5527	97	US BANK NATIONAL ASSOCIATION	Serv& Op/Fac Acq /Dstrctwd	2,775.00
5528	87	CUSD	Serv& Op/Fac Acq /Dstrctwd	181,024.00
	92		Serv& Op/Fac Acq /Dstrctwd	45,256.00
	98		Serv& Op/Fac Acq /Dstrctwd	173,482.00
	89		Serv& Op/Fac Acq /Dstrctwd	108,291.00
	93		Serv& Op/Fac Acq /Dstrctwd	8,081.00
	97		Serv& Op/Fac Acq /Dstrctwd	38,420.00
5529	95	PROJECT DIMENSIONS	Serv& Op/Fac Acq /Dstrctwd	25,000.00
3 Purchase Orders				\$582,329.00

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2015-16 =====\*  
Board of Trustees Meeting.....FEBRUARY 10, 2016

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
354007	1	AUGUSTIN EGELSEE LLP	Legal /SupvAdmn/Dstrctwd	5,000.00
354008	1	ROSALINA GARCIA	Serv& Op/Spch Aud/Dstrctwd	2,500.00
354009	1	SPORTS FACILITIES GROUP INC	NonCapEq/CurAthlt/SCHS	1,466.00
354010		VOID	VOID	0.00
354011		VOID	VOID	0.00
354012		VOID	VOID	0.00
354013	1	ILLUMINATE EDUCATION INC.	Conf:Ins/Instrctn/Dstrctwd	8,159.00
			CnfrNonI/SupvAdmn/Dstrctwd	3,980.00
			CnfrNonI/Sch Adm /Dstrctwd	2,985.00
354014	1	WAL MART L.N.	SpplsNonI/Sch Adm /Dstrctwd	500.00
354015	1	INSIGHT SYSTEMS EXCHANGE	InstMtIs/SEOthIns/Dana ENF	2,219.40
354016	1	CDWG Inc	InstMtIs/Instrctn/LRMS	112.10
354017	1	COMPLETE OFFICE OF CA	SpplsNonI/SupvAdmn/Dstrctwd	39.03
354018	1	APPLE COMPUTER INC	InstMtIs/SEOthIns/Dstrctwd	565.44
354019	1	APPLE COMPUTER INC	InstMtIs/SEOthIns/Dstrctwd	282.72
354020	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv& Op/Enterprs/Dstrctwd	2,508.80
354021		VOID	VOID	0.00
354022		VOID	VOID	0.00
354023	1	SOLK, ALISSA	Serv& Op/Prsnl:HR/Dstrctwd	46,777.25
354024	1	BRAIN LEARNING PSYCHOLOGICAL	CnsltNon/PsychSer/Dstrctwd	10,000.00
354025		VOID	VOID	0.00
354026	1	SPORTS FACILITIES GROUP INC	F&EInstl/Sch Adm /Las Palm	29,985.00
354027	14	G.A. DOMINGUEZ	Bldg Imp/Fac Acq /Dstrctwd	34,055.00
354028	1	CLEAN ENERGY	Ppl Tran/PuplTran/Dstrctwd	37,000.00
354029	1	OPTIV SECURITY INC	Serv& Op/TIS /Dstrctwd	2,125.27

Board of Trustees Purchase Order Listing  
\*----- Fiscal Year: 2015-16 -----\*  
Board of Trustees Meeting.....FEBRUARY 10, 2016

PO No.	Fund	Vendor	Description	Amount
354030	1	MOVIE LICENSING USA	Serv& Op/Instrctn/Chaparral	702.00
			Serv& Op/Instrctn/Del Obis	280.25
			Serv& Op/Instrctn/Don Juan	306.15
			Serv& Op/Instrctn/GrgWhite	702.00
			Serv& Op/Instrctn/HankeyES	275.03
			Serv& Op/Instrctn/Kinoshta	702.00
			Serv& Op/Instrctn/LF Elem	298.30
			Serv& Op/Instrctn/Las Palm	702.00
			Serv& Op/Instrctn/Marblehd	660.00
			Serv& Op/Instrctn/Moulton	702.00
			Serv& Op/Instrctn/OsoGrand	743.00
			Serv& Op/Instrctn/Palisade	702.00
			Serv& Op/Instrctn/Reilly	660.00
			Serv& Op/Instrctn/AVMS	660.00
			Serv& Op/Instrctn/Viejo	785.00
			Serv& Op/Instrctn/VdelMarE	743.00
			Serv& Op/Instrctn/DJAMS	478.85
			Serv& Op/Instrctn/LFMS	486.70
			Serv& Op/Instrctn/ANHS	908.00
			Serv& Op/Instrctn/CVHS	825.00
			Serv& Op/Enterprs/DHHS	867.00
			Serv& Op/Enterprs/SJHHS	275.00
			Serv& Op/Instrctn/San Juan	702.00
			Serv& Op/Instrctn/Serra	620.00
354031	1	BALDWIN PARK UNIFIED SCHOOL	Serv& Op/Prsnl:HR/Dstrctwd	163.38
354032	1	ORANGE COUNTY SHERIFF DEPT	Serv& Op/Security/Dstrctwd	702.32
354033	40	HMC	BI:Arch /Fac Acq /FNMS	5,000.00
354034	23	WLC ARCHITECTS INC	BI:Arch /Fac Acq /SMS	60,000.00
354035	1	FRONTLINE TECHNOLOGIES	Serv& Op/Prsnl:HR/Dstrctwd	17,880.00
354036	1	MEET THE MASTERS INC	CnsltSvs/Instrctn/Hiddn Hl	299.94
354037	1	THINKING MAPS INC	Serv& Op/Instrctn/Dstrctwd	8,000.00
354038	1	BOWIE ARNESON KADI WILES	Legal /FacPlann/Dstrctwd	2,373.50
354039	14	GILBERT & STEARNS INC	Bldg Imp/Fac Acq /SMS	4,594.00
354040	1	CDWG Inc	InstMtls/Instrctn/DJAMS	969.84
354041	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Las Palm	900.00
354042		VOID	VOID	0.00
354043	1	SEGERSTROM CENTER FOR THE ARTS	Serv& Op/Instrctn/Las Palm	2,710.00
354044	1	WAL MART L.N.	SpplsNonI/HlthServ/Dstrctwd	500.00
354045	1	RENAISSANCE CLUB SPORT	Serv& Op/SupvAdmn/ANHS	4,473.60
354046	1	OCTA	Serv& Op/SEOthIns/Dstrctwd	7,063.25
354047	1	VERIZON WIRELESS	Cmmnctns/DW Undst/Dstrctwd	488.28
354048	1	VERIZON WIRELESS	Cmmnctns/DW Undst/Dstrctwd	1,321.09
354049	1	VERIZON WIRELESS	NonCapEq/DW Undst/Dstrctwd	575.98
354050	1	CULVER-NEWLIN	NonCapEq/RR:Bldgs/Dstrctwd	2,630.88
354051	1	BIO CORPORATION	InstMtls/Instrctn/SJHHS	2,906.39
354052	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	399.00
354053	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	399.00
354054	1	ARBOR SCIENTIFIC	InstMtls/Instrctn/Dstrctwd	226.74
354055	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/SCHS	213.35

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2015-16 =====\*  
Board of Trustees Meeting.....FEBRUARY 10, 2016

PO No.	Fund	Vendor	Description	Amount
354056	1	WATERLINES TECHNOLOGIES INC	NonCapEq/RR:Bldgs/Tesoro	5,865.25
			Rntl:Oth/RR:Bldgs/Tesoro	2,235.19
354057	1	WORKABILITY 1 REGION 1	CnfrNonI/SupvAdmn/Dstrctwd	1,280.00
354058	1	DEMCO	SpplsNonI/Sch Adm /LFMS	41.29
354059	1	SIMPLER LIFE EMERGENCY	SpplsNonI/Sch Adm /Kinoshita	296.58
354060	1	SCHOOL HEALTH CORPORATION	InstMtls/SEOthIns/Dstrctwd	165.35
354061	1	MICROSCOPE WORLD	InstMtls/Instrctn/CVHS	448.16
354062	1	HITT MARKING DEVICE	SpplsNonI/Bus/Fisc/Dstrctwd	187.70
354063	1	HITT MARKING DEVICE	SpplsNonI/Sch Adm /ANHS	30.05
354064		VOID	VOID	0.00
354065	1	LAMINATION DEPOT	InstMtls/Instrctn/MFMS	75.88
354066	1	NCSM OFFICE	CnfrNonI/SupvAdmn/Dstrctwd	400.00
354067	1	LOS ANGELES CTY OF OF ED	CnfrNonI/SupvAdmn/Dstrctwd	150.00
354068	1	CCSESA	CnfrNonI/Sch Adm /Dstrctwd	100.00
354069	1	COALITION FOR ADEQUATE SCHOOL	CnfrNonI/SuppSvcs/Dstrctwd	924.00
354070	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Hiddn Hl	600.00
354071	1	COMPUTER USING EDUCATORS	CnfrNonI/TIS /Dstrctwd	910.00
354072	1	HEARTSPRINGS SCHOOL	Residtl /NPS /Dstrctwd	11,000.00
			Sub MHBC/PsychSer/Dstrctwd	1,588.65
354073	1	PORT VIEW PREPARATORY SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	13,996.00
354074	1	SPICERS PAPER CO	St Rcpts/Undesig /Dstrctwd	9,047.81
354075	1	COUNTY OF ORANGE/HERITAGE HILL	FieldTrp/Instrctn/LadraElm	300.00
354076	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/ANHS	1,435.64
354077	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Dstrctwd	290.92
354078	1	EDUCATIONAL INNOVATIONS	InstMtls/Instrctn/ANHS	46.72
354079	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Dstrctwd	170.06
354080	1	MAYER-JOHNSON CO	InstMtls/SEOthIns/Dstrctwd	440.92
354081	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/CVHS	331.45
354082	1	FOLD-A-GOAL	InstMtls/Instrctn/DJAMS	1,355.40
354083	1	ATTAINMENT COMPANY	InstMtls/SEOthIns/Dstrctwd	133.34
354084	1	CLASSROOM SUPPLY MART	InstMtls/Instrctn/Castille	106.50
354085		VOID	VOID	0.00
354086	1	DBQ PROJECT, THE	Serv& Op/StDev In/Dstrctwd	2,200.00
354087	1	LAND SOLUTION LLC, THE	Rntl:Oth/RR:Grnds/Dstrctwd	39,142.87
354088	1	TIWAHE TECHNOLOGY LLC	Serv& Op/SEOthIns/Dstrctwd	5,000.00
354089	14	FACILITY INSPECTION SERVICES	Bldg Imp/Fac Acq /Dstrctwd	23,175.00
354090	1	CALPERS FISCAL SERVICES DIV.	PERS:CL /Aid:Inst/Dstrctwd	645.70
354091	70	STERICYCLE ENVIRONMENTAL	Serv& Op/Enterprs/Dstrctwd	2,731.75
354092	1	CDWG Inc	SpplsNonI/Supt /Dstrctwd	100.54
354093	1	STAPLES ADVANTAGE	SpplsNonI/PuplTran/Dstrctwd	42.75
354094	1	VERNIER SOFTWARE	InstMtls/Instrctn/CVHS	398.74
354095	1	FREY SCIENTIFIC CO	InstMtls/Instrctn/Dstrctwd	13.91
354096	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/SCHS	1,256.47
354097	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/CVHS	305.39
354098	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/ANHS	1,776.24
354099	1	GOPHER ATHLETIC	InstMtls/Instrctn/MFMS	2,114.50
354100	1	VERNIER SOFTWARE	InstMtls/Instrctn/SCHS	7,013.61
354101	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/SCHS	1,193.25
354102	25	ORANGE COUNTY REGISTER	Serv& Op/Fac Acq /Dstrctwd	5,000.00

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2015-16 =====\*  
Board of Trustees Meeting.....FEBRUARY 10, 2016

PO No.	Fund	Vendor	Description	Amount
354103	14	PACIFIC PLUMBING COMPANY OF	Bldg Imp/Fac Acq /SMS	4,500.00
354104	14	WARDS MEDIA TECH	Bldg Imp/Fac Acq /SMS	1,861.12
354105	14	GILBERT & STEARNS INC	Bldg Imp/Fac Acq /SMS	16,423.52
354106	14	WARDS MEDIA TECH	Bldg Imp/Fac Acq /SMS	1,806.12
354107	1	HEADSETS.COM	SpIsNonI/TIS /Dstrctwd	64.64
354108	40	DIGITAL NETWORKS GROUP INC	Bldg Imp/Fac Acq /Dstrctwd	16,299.73
	25		Bldg Imp/Fac Acq /Dstrctwd	5,270.27
354109	14	JMG SECURITY SYSTEMS	Bldg Imp/Fac Acq /Dstrctwd	11,885.00
354110	14	SOUTHERN CALIFORNIA SECURITY	Bldg Imp/Fac Acq /Dstrctwd	5,691.88
354111	1	MOORE'S SEWING MACHINE	Rntl:Oth/Custodil/Dstrctwd	900.89
			Rntl:Oth/RR:Bldgs/Dstrctwd	149.00
354112		VOID	VOID	0.00
354113	1	ATKINSON ANDELSON LOYA	CnfrNonI/Prsnl:HR/Dstrctwd	1,185.00
354114	1	MALACHIED INC	CnfrNonI/SupvAdmn/Dstrctwd	1,350.00
354115		VOID	VOID	0.00
354116	1	SADDLEBACK VALLEY USD	Tui:Dist/IntrAgnc/Dstrctwd	45,992.52
354117		VOID	VOID	0.00
354118	1	PEARSON EDUCATION	Bks&Ref /Instrctn/Dstrctwd	4,314.16
354119		VOID	VOID	0.00
354120	1	JOSTENS	SpIsNonI/Sch Adm /SJHHS	5,000.00
354121	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	8,892.80
354122	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	6,676.47
354123	1	OCEANVIEW SCHOOL	Sub NPS /NPS /Dstrctwd	3,480.00
354124	1	HOUGHTON MIFFLIN CO	K-8Textb/Instrctn/Dstrctwd	2,485.45
354125	1	TEXTBOOK WAREHOUSE	K-8Textb/Instrctn/Dstrctwd	1,368.36
354126	1	GOLDEN RULE BINDERY	9-12Text/Instrctn/Dstrctwd	1,700.62
354127	1	PERMA-BOUND	InstMtls/Instrctn/Serra	731.00
354128	1	PERMA-BOUND	K-12Text/Instrctn/NHMS	1,890.00
354129	1	THE FLIPPEN GROUP, LLC	CnsltNon/Supt /Dstrctwd	15,000.00

110 Purchase Orders \$665,816.96

Board of Trustees Warrant Listing  
\*----- Fiscal Year: 2015-16 -----\*  
Board of Trustees Meeting.....FEBUARY 10, 2016

Warrant Number	Name of Payee	Reference Number	Amount
217620	CALIFORNIA DEPT. OF EDUCATION	PV-162443	608.40
217621	GALASSO'S BAKERY	PV-162601	362.95
		PV-162602	523.15
		PV-162603	325.05
		PV-162604	383.60
		PV-162605	383.60
		PV-162606	625.20
		PV-162607	325.30
		PV-162608	158.10
		PV-162609	109.90
		PV-162610	145.45
		PV-162611	172.70
		PV-162612	89.60
		PV-162613	129.80
		PV-162614	198.55
		PV-162615	119.15
		PV-162616	38.80
		PV-162617	62.80
		PV-162618	43.45
		PV-162619	1,222.90
217622	HEALTH-E MEAL PLANNER PRO	PV-162620	4,867.50
217623	Lancaster 56, Aubrianna	PV-162435	13.00
217624	ABOVE ALL NAMES CONSTRUCTION	PO-350250	2,454.00
217625	BENS ASPHALT	PO-350953	47,003.00
217626	CITY OF SAN CLEMENTE	PO-350712	18,618.40
217627	CITY OF SAN JUAN CAPISTRANO	PO-351098	7,647.80
217628	CONSOLIDATED ELECT DISTR	PO-350559	4,232.58
		PO-351169	203.84
217629	CR&R INCORPORATED	PO-351166	17,627.66
217630	DAVE BANG ASSOCIATES INC	PV-162541	5,340.36
217631	GOVERNMENT FINANCIAL	PO-346138	16,502.98
217632	KYA SERVICES LLC	PO-352964	5,301.08
		PO-353193	4,222.29
217633	PACIFIC PLUMBING COMPANY OF	PO-350242	10,798.86
217634	Q FENCE AND FABRICATION INC.	PO-351821	3,694.00
217635	SAN DIEGO GAS & ELECTRIC	PO-353317	52,997.67
217636	SANTA MARGARITA WATER	PO-350719	295.66
217637	SO CAL GAS CO	PO-350717	5,391.90
217638	SOUTHERN CALIFORNIA EDISON	PO-350716	24,414.85
217639	SPORTS FACILITIES GROUP INC	PO-352608	18,782.52
217640	WEST COAST ARBORISTS INC.	PO-351687	14,734.00
217641	CJK CONSTRUCTION MANAGEMENT	PO-352511	13,600.00
217642	CULVER-NEWLIN	PO-353354	3,682.32
217643	GILBERT & STEARNS INC	PO-353762	2,406.29
217644	KNOWLAND CONSTRUCTION SERVICES	PO-351785	28,560.00

Board of Trustees Warrant Listing  
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Board of Trustees Meeting.....FEBUARY 10, 2016

Warrant Number	Name of Payee	Reference Number	Amount
217645	KYA SERVICES LLC	PO-352965	9,348.54
217646	LANDMARK MECHANICAL	PO-353809	4,367.00
217647	PLACEWORKS	PO-346755	16,636.27
217648	PLAE VERTICAL INCORPORATED	PO-351671	54,998.21
217649	R. JENSEN COMPANY INC.	PO-353507	12,174.00
217650	WORLD OF AWNINGS & CANOPIES	PO-353432	15,000.00
217651	AMS.NET INC	PO-352689	252,699.97
		PO-352927	119,070.00
		PO-352928	72.96
217652	CJK CONSTRUCTION MANAGEMENT	PO-352512	13,600.00
217653	HMC ARCHITECTS	PO-341287	77,006.25
217654	PLACEWORKS	PO-344546	5,095.68
217655	CJK CONSTRUCTION MANAGEMENT	PO-352510	4,560.00
217656	HMC ARCHITECTS	PO-352268	34,720.71
217657	PLACEWORKS	PO-353678	4,077.46
217658	AMS.NET INC	PO-352928	197.27
217659	CJK CONSTRUCTION MANAGEMENT	PO-352507	3,040.00
217660	HMC ARCHITECTS	PO-346665	2,365.00
		PO-352259	7,750.38
		PO-352265	378.89
217661	STATE BD EQUALIZATION	PV-162540	1,979.32
217662	MCGRAW-HILL SCHOOL EDUCATION	PO-352709	462.38
		PO-353470	772.93
217663	MISSION AUTO SERVICE	PO-353790	1,140.41
217664	NILES BIOLOGICAL INC	PO-351372	50.89
217665	O'REILLY AUTOMOTIVES INC	PO-351810	92.33
217666	OFFICE DEPOT	PO-350632	34.26
		PO-350633	199.30
		PO-351811	146.88
		PO-352691	20.96-
		PO-353311	290.35
		PO-353312	66.10
		PO-353593	223.65
217667	ORIENTAL TRADING COMPANY INC	PO-353781	110.44
217668	PARKHOUSE TIRE INC.	PO-350488	5,089.84
217669	PORTER BOILER SERVICE INC	PO-352280	2,342.19
217670	RINCON TRUCK CENTER INC	PO-350494	404.25
217671	SCHOOL HEALTH CORPORATION	PO-353645	16.95
		PO-353721	103.35
		PO-353728	2,764.49
217672	SEHI COMPUTER PRODUCTS INC	PO-350122	1,855.44
217673	SHRED-IT USA LLC	PO-350316	163.00
		PO-351679	42.00
217674	SIMPLER LIFE EMERGENCY	PO-353563	38.49
217675	SMOG EXPRESS	PO-350553	141.85

Board of Trustees Warrant Listing  
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Board of Trustees Meeting.....FEBUARY 10, 2016

Warrant Number	Name of Payee	Reference Number	Amount
217676	SOCIAL THINKING	PO-353675	1,024.46
217677	SOUTHWEST SCHOOL&OFFICE SUPPLY	-	
		PO-350104	21.15
		PO-350105	30.51
		PO-350646	144.96
		PO-350649	11.38
		PO-350651	245.37
		PO-350652	243.73
		PO-350653	483.82
		PO-350656	370.88
		PO-350658	451.62
		PO-350660	380.17
		PO-350661	102.06
		PO-350662	96.29
		PO-350665	156.30
		PO-350666	505.47
		PO-350668	33.20
		PO-350669	105.60
		PO-350670	472.65
		PO-350673	306.15
		PO-350677	147.02
		PO-350679	28.04
		PO-350680	153.91
		PO-350681	101.96
		PO-350682	208.74
		PO-350683	58.74
		PO-350689	633.19
		PO-350922	347.53
		PO-351160	226.69
		PO-351193	41.33
		PO-351211	40.14
		PO-351212	253.22
		PO-351224	15.12
		PO-351246	443.78
		PO-351287	194.61
		PO-351319	63.18
		PO-351351	74.48
		PO-351799	11.29
217678	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-352609	379.76
		PO-352938	238.06
		PO-352939	167.96
		PO-353596	403.28

Board of Trustees Warrant Listing  
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Board of Trustees Meeting.....FEBRUARY 10, 2016

Warrant Number	Name of Payee	Reference Number	Amount
217679	SPARKLETTS	PO-350987	31.88
		PO-350988	33.93
		PO-350990	4.10
		PO-351182	4.10
		PO-351801	5.69
		PO-352772	23.99
217680	STUDENT TELEVISION NETWORK INC	PO-353906	75.00
217681	TIFCO INDUSTRIES	PO-351083	962.44
217682	UNITRAX	PO-350582	758.24
217683	WARD'S	PO-353152	973.76
		PO-353739	387.72
217684	OFFICE DEPOT	PO-350627	11.22
217685	SADDLEBACK EDUCATIONAL PUBLISH	PO-353362	105.48
217686	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-351205	200.49
		PO-352905	635.66
217687	SPARKLETTS	PO-350975	13.89
		PO-350980	4.10
217688	WARD'S	PO-353730	5,250.20
217689	A Z BUS SALES INC	PO-350342	1,122.46
217690	A-1 AWARDS & ENGRAVING	PO-351928	174.64
217691	ALISO NIGUEL AUTO CARE	PO-351440	1,767.05
217692	BAVCO	PO-351471	193.68
217693	BEACH CITIES GLASS INC	PO-351227	1,189.76
217694	BIOMETRICS4ALL INC	PO-350966	46.50
217695	BLAIRS TOWING INC	PO-350836	437.50
217696	BUSWEST	PO-350478	1,616.19
217697	C D T INC.	PO-350227	1,356.50
217698	CAL-STATE AUTO PARTS INC	PO-350369	827.68
217699	CAPISTRANO CRANE SERVICE	PO-351804	1,200.00
217700	CHEVROLET OF IRVINE	PO-351639	52.31
217701	CINTAS CORP #640	PO-350047	49.87
		PO-350113	41.42
		PO-350374	427.60
		PO-351469	462.93
		PO-352637	173.69
217702	CINTAS CORPORATION	PO-352311	3,648.34
217703	CINTAS FIRST AID & SAFETY	PO-350230	507.12
217704	COMPLETE OFFICE OF CA	PO-350110	32.38
		PO-350111	17.27
		PO-350513	83.70
		PO-352998	157.95
217705	COSTCO S.J.C.	PO-353719	41,948.93
217706	CRANE RENTAL SERVICE INC	PO-352761	10,716.05
217707	CROWN VALLEY TRANS	PO-350479	75.00

Board of Trustees Warrant Listing  
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Board of Trustees Meeting.....FEBUARY 10, 2016

Warrant Number	Name of Payee	Reference Number	Amount
217708	CULVER-NEWLIN	PO-352329	1,002.24
		PO-353081	1,356.48
		PO-353414	314.28
217709	DEMCO	PO-353146	63.47
		PO-353722	140.65
217710	DENAULT'S HARDWARE	PO-350133	341.83
		PO-350376	46.40
217711	DICK BLICK WEST	PO-352869	454.10
217712	DRIVELINES INCORPORATED	PO-350492	321.20
217713	DUNN-EDWARDS CORP	PO-350724	1,778.76
217714	BILLS, TYLER	PV-162543	34.02
217715	BROWN, ROBYNNE	PV-162544	51.20
217716	CURRIE, CATHERINE	PV-162545	18.99
217717	DEMARCO, GEORGE/JULIE	PV-162546	81.00
217718	EATON, JEFF	PV-162547	14.00
217719	GOLD, DYLAN	PV-162548	20.00
217720	GRBICH, MARY	PV-162549	10.00
217721	KERR, RYLEE	PV-162550	15.00
217722	KROGSDALE, SUE	PV-162552	51.22
217723	LEI, JAMES/YANGLINLIANG	PV-162553	130.00
217724	MARTIN, LINDA	PV-162554	75.51
217725	MCDUGALD, RANDY	PV-162555	84.00
217726	MCLAUGHLIN, GREGG	PV-162556	36.40
217727	MCMAHON, RAMONA	PV-162557	80.00
217728	MONTANEZ, TERRI & FERNANDO	PV-162559	87.00
217729	NEURURER, SCOTT/PIPER	PV-162560	80.00
217730	SNOWDEN, MARYBETH (SAMMIE)	PV-162562	57.16
217731	KREG, CHRISTINA	PV-162551	355.00
217732	WHITMORE, HOLLY	PV-162564	355.00
217733	ACKER, ELIZABETH	PV-162542	183.36
217734	MEEK, DENISE P.	PV-162558	930.00
217735	RAMIREZ, MARIA CATALINA	PV-162561	12.84
217736	VERDUCCI, JUSTIN	PV-162563	33.10
217737	BALOGH, MICHELLE	PV-162565	52.33
217738	BRADLEY, JUDITH S	PV-162566	67.85
217739	BRADSHAW, JOLENE	PV-162567	6.90
217740	BRANNAM, ANDREA	PV-162568	41.40
217741	BREITHAUPT, TERESA	PV-162569	20.70
217742	BROWN, NANCY	PV-162570	16.68
217743	CARLISLE, TERESA	PV-162571	48.30
217744	COOPER, TERI	PV-162572	16.10
217745	COPPAGE, CARRI	PV-162574	74.75
217746	CRUZ, DELIA	PV-162575	29.90
217747	CURLEY, JULIE	PV-162576	61.53
217748	DE ACUTIS, LISA	PV-162577	44.85

Board of Trustees Warrant Listing  
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Board of Trustees Meeting.....FEBUARY 10, 2016

Warrant Number	Name of Payee	Reference Number	Amount
217749	DELFOSSSE, MICHAEL	PV-162578	93.73
217750	DIXON, AURORA	PV-162579	101.20
217751	EVANS, SHARON	PV-162580	37.95
217752	FAGIOLI, ALYSON	PV-162581	93.15
217753	FREY, DEBORAH	PV-162582	97.18
217754	GOLDBECK, MELISSA	PV-162583	150.08
217755	GONZALEZ, SARAH	PV-162584	22.43
217756	GROSS, DEANNA	PV-162587	20.70
217757	GUTHARY, MIRIAM	PV-162586	52.90
217758	HENRY, LISA	PV-162589	34.50
217759	HERNANDEZ, MARLO	PV-162590	10.93
217760	HILL, DAWN	PV-162591	132.25
217761	HOOPER, GWYNETH	PV-162592	25.88
217762	HUNTER, STACY	PV-162593	6.90
217763	INFANTE, MARIA CECILIA	PV-162594	69.00
217764	JENT, ANGELA	PV-162595	6.90
217765	KATO, WENDI	PV-162596	17.25
217766	KLISTER, PAMELA	PV-162597	55.20
217767	LOPEZ, LUCY	PV-162598	13.80
217768	MONICO, MARGARA	PV-162599	24.15
217769	TRAN, ANTHONY	PV-162600	71.30
217770	COPE, MARY	PV-162573	179.40
217771	HARMAN, NANCY	PV-162588	84.53
217772	1ST JON	PO-350735	680.40
217773	EPIC MACHINES INC	PO-353105	450,154.18
217774	EVERYTHING MEDICAL LLC	PO-353727	594.00
217775	FACTORY MOTOR PARTS	PO-350379	44.51
217776	FOLLETT SCHOOL SOLUTIONS INC	PO-353755	291.46
217777	FRICTION MATERIALS CO.	PO-350382	480.00
217778	FUN AND FUNCTION	PO-353484..	84.88
217779	GANAHL LUMBER	PO-350077	7,193.52
217780	GLEN PRODUCTS	PO-350251	7,296.31
217781	GOLDEN STAR TECHNOLOGY INC.	PO-352171	260.00
		PO-352990	520.00
		PO-352993	260.00
		PO-353166	260.00
		PO-353788	164.02
		PO-353791*	809.30
		PO-353816	164.02
217782	GRAVOGRAPH	PO-352888	1,256.23
217783	HAAN CRAFTS	PO-351215	248.00
217784	HD SUPPLY CONSTRUCTION AND	PO-351667	28.47
		PO-352076	1,589.77
		PO-352889	573.74
217785	HIRSCH PIPE & SUPPLY	PO-351094	4,451.46

Board of Trustees Warrant Listing  
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Board of Trustees Meeting.....FEBUARY 10, 2016

Warrant Number	Name of Payee	Reference Number	Amount
217786	HYDRO-SCAPE PRODUCTS INC	PO-350136	5,609.98
217787	JOHNSTONE SUPPLY	PO-350932	7,030.57
		PO-353779	9,061.49
217788	KELLY PAPER COMPANY	PO-350262	1,232.84
217789	MOORE'S SEWING MACHINE	CL-151687	3,978.04
217790	OFFICESUPPLY.COM	PO-353427	504.79
217791	ORGANIZED SPORTSWEAR	PO-353517	636.12
217792	PEARSON EDUCATION	PO-353758	951.34
217793	PITNEY BOWES PRESORT SERVICES	PO-350256	15.70
217794	SAFETY-KLEEN SYSTEMS INC	PO-350528	454.14
217795	SANTILLANA PUBL CO	PO-353403	17.31
217796	SCHOOL HEALTH CORPORATION	PO-353800	147.55
217797	BOLLA, BRENDA	PV-162621	41.40
217798	BUTLER, SUSAN	PV-162622	104.65
217799	COX, WILLIAM A	PV-162623	170.78
217800	HANRATTY-RAJA, JENNIPHER	PV-162624	64.98
217801	HIGHTOWER, SHERI	PV-162625	59.80
217802	KELLMAN, KATHLEEN	PV-162626	110.98
217803	KERINS, TRACY	PV-162627	55.20
217804	KIMINAS, ANTHONY	PV-162628	152.95
217805	KONOGERIS, KATHI	PV-162629	182.85
217806	KROGMAN, DEBRAH	PV-162630	44.85
217807	MALONE, JULEE	PV-162631	512.90
217808	MCMORRAN-MAUS, KRISTA	PV-162632	112.13
217809	MONTGOMERY, JERICA	PV-162633	66.70
217810	MORRIS, LINDSEY	PV-162634	33.93
217811	NEE, KATHLEEN	PV-162635	155.83
217812	NIETO, ANJULI	PV-162636	180.55
217813	PAI, FERRIS	PV-162637	87.40
217814	PALMER, STRATTON	PV-162639	20.70
217815	PATTERSON, DEBBIE	PV-162638	128.80
217816	PETERSON, DEBRA	PV-162640	86.25
217817	REGAN, MARY	PV-162641	13.23
217818	RIGGS-ZEIGEN, LAVONNE	PV-162642	31.63
217819	SELECMAN, LANA	PV-162643	90.28
217820	ST. JOHN, ANDREA	PV-162644	51.18
217821	TALILI, MAILUMAI	PV-162645	186.88
217822	TERHUNE, CYNTHIA	PV-162646	119.60
217823	TESKEY, KAREN	PV-162647	106.38
217824	THORNBURG, QUIN	PV-162648	35.65
217825	TICE, RUTH	PV-162649	43.70
217826	VIVAS, MARGARITA	PV-162650	44.28
217827	WHALEN, ANDREA	PV-162651	83.38
217828	WIEDEMAN, LORI	PV-162652	70.73
217829	WRAY, ALLISON	PV-162653	80.50

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Warrant Number	Name of Payee	Reference Number	Amount
217830	YOTA, DENISE	PV-162654	30.48
217831	AMERICAN LOGISTICS COMPANY LLC	PO-350370	13,205.00
217832	PALI MOUNTAIN INSTITUTE	PO-353063	7,900.00
217833	ROBOTEVENTS	PO-353912	150.00
217834	XEROX CORPORATION	PO-352180	25,395.30
		PO-352182	111,007.93
		PO-352183	51,455.52
217835	AUGUSTIN EGELSEE LLP	PO-354007	5,000.00
217836	BERRY, SCOTT AND/OR JAIME	PO-351459	966.98
217837	BOYS TOWN CALIFORNIA INC.	PO-351803	13,153.50
217838	BRADBURY, JOSHUA AND/OR	PO-351646	407.40
217839	BRAIN HURRICANE LLC	PV-162665	83.53
217840	CRARY, BRENDA	PO-350797	2,689.40
217841	EBBING, CURTIS AND/OR MARYAM	PO-351485	662.34
217842	HEARTSPRINGS SCHOOL	PO-353961	37,398.85
217843	JEPSEN, CLINT AND/OR KATIE	PO-351486	547.68
217844	MAXIM HEALTHCARE SERVICES	PO-352368	573.12
217845	MOLDAUER, PAMELA S.	PO-350789	1,750.00
217846	NEW HAVEN YOUTH & FAMILY	PO-351787	17,820.00
		PO-352367	2,331.00
		PO-352375	3,295.00
		PO-352377	5,252.00
		PO-353962	3,873.00
217847	OCEANVIEW SCHOOL	PO-353959	2,161.60
217848	ORANGE COUNTY THERAPY SERVICE	PO-350380	14,705.00
217849	PORT VIEW PREPARATORY SCHOOL	PO-351773	12,032.50
		PO-351822	9,655.00
217850	RADZINS, JOHN & MEREDITH	PO-350545	609.40
217851	ROBERT & SHERIE SAMUELIAN	PO-351538	11,940.00
217852	SHACK-LAPPIN, CAROL	PO-351158	4,887.50
217853	SOLIAANT HEALTH INC	PO-350475	5,494.00
217854	SPEECH & LANGUAGE DEVELOPMENT	PO-351767	3,035.00
		PO-351772	4,047.00
		PO-351774	4,821.00
217855	THOMAS AND ALICE KEARNS	PO-352007	21,200.00
217856	BOWDEN, JOANNA	PV-162662	214.94
217857	DAVIS, JEREMY	PV-162657	900.66
		PV-162658	125.00
		PV-162661	884.35
217858	MARIANI, LINDSAY	PV-162660	187.22
217859	EWING CONSULTING INCORPORATED	PV-162664	6,583.34
217860	SOLK, ALISSA	PO-354023	46,777.25
217861	STATE BD EQUALIZATION	PV-162655	4,749.00
217862	DEPT OF INDUSTRIAL RELATIONS	PO-353836	60,155.11
217863	CAPISTRANO UNIFIED SCHOOL DIST	PO-350267	59,920.83

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Warrant Number	Name of Payee	Reference Number	Amount
217864	CAPISTRANO USD	PO-350271	33,654.58
217865	US BANK CORP PAYMENT SYSTEM	-	
		PV-162585	8,792.45
217866	US BANK CORP PAYMENT SYSTEM	-	
		PV-162585	939.67
		PV-162711	9,147.29
217867	US BANK CORP PAYMENT SYSTEM	PV-162711	3,010.88
		PV-162750	3,003.72
217868	US BANK CORP PAYMENT SYSTEM	PV-162585	1,099.21
217869	US BANK CORP PAYMENT SYSTEM	PV-162750	58.65
217870	ASSURED FIRE SYSTEMS	PO-351075	18,150.00
217871	BENS ASPHALT	PO-350953	4,500.00
217872	CITY OF SAN CLEMENTE	PO-350712	13,067.10
217873	ORANGE CTY DEPT EDUC	PO-350223	9,592.26
217874	SAN DIEGO GAS & ELECTRIC	PO-353317	142,846.86
217875	SANTA MARGARITA WATER	PO-350719	920.89
217876	SO CAL GAS CO	PO-350717	5,016.42
217877	SOUTHERN CALIFORNIA EDISON	PO-350716	41,967.74
217878	SPORTS FACILITIES GROUP INC	PO-354009	1,466.00
217879	DAVE BANG ASSOCIATES INC	PO-353185	13,208.90
217880	PLAE VERTICAL INCORPORATED	PO-354006	13,659.04
217881	NINYO & MOORE GEOTECHNICAL &	PO-346666	347.00
217882	Q FENCE AND FABRICATION INC.	PO-353097	2,400.00
217883	HMC ARCHITECTS	PO-354033	5,000.00
217884	A & R WHOLESALE DISTRIBUTORS	-	
		PV-162666	7,872.95
		PV-162667	6,478.98
		PV-162668	7,761.16
		PV-162669	10,040.59
		PV-162670	5,969.04
		PV-162671	6,971.09
		PV-162672	791.51
		PV-162673	5,524.30
		PV-162674	2,966.49
		PV-162675	4,617.13
		PV-162676	4,163.25
		PV-162677	4,193.63
		PV-162678	1,552.51

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Warrant Number	Name of Payee	Reference Number	Amount
217885	A & R WHOLESALE DISTRIBUTORS	PV-162678	3,690.06
		PV-162679	4,853.22
		PV-162680	5,049.34
		PV-162681	6,661.42
		PV-162682	4,403.68
		PV-162683	1,088.05
		PV-162684	543.99
		PV-162685	81,670.92
217886	GOLD STAR FOODS INC	PV-162686	9,656.13
217887	OFFICE DEPOT	PV-162752	24.20
		PV-162753	5.82
217888	STATE OF CALIFORNIA	PV-162687	471.00
217889	THE PLATINUM PACKAGING GROUP	PV-162751	8,001.60
217890	COUNTY OF ORANGE	PO-354032	702.32
217891	COX COMMUNICATIONS	PO-351894	21,672.31
		PO-353234	8,602.08
217892	MEDICALESHP INC	PO-353242	267.95
217893	ORANGE COUNTY HEALTH CARE	PO-353975	58.75
217894	ORANGE COUNTY REGISTER	PO-351666	2,000.52
		PV-162713	23.28
217895	SCAQMD	PO-353972	792.43
217896	SCHOLASTIC INC	PO-352806	201.74
		PO-353243	59.90
		PO-353245	467.08
217897	SCHOOL SPECIALTY	PO-353149	715.75
217898	SMART & FINAL	-	
		PO-350086	243.32
		PO-350502	260.75
		PO-350505	44.62
		PO-350506	324.70
		PO-350507	221.15
		PO-350927	165.55
		PO-351416	106.52
		PO-351683	158.52
		PO-352087	333.22
		PO-352088	31.56
		PO-352448	37.71
		PO-352449	334.40
		PO-352755	487.06
		PO-352756	51.07
		PO-352762	135.25
		PO-352916	40.45
		PO-353542	187.30
217899	SMART & FINAL	PO-353542	413.10

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Warrant Number	Name of Payee	Reference Number	Amount
217900	SUPER DUPER INC.	PO-353565	126.70
		PO-353662	1,427.65
217901	VERIZON WIRELESS	PO-353237	4,105.50
217902	WAXIE SANITARY SUPPLY	PO-353177	2.13
		PO-353849	12,278.40
217903	WESTERN PSYCH SERVICES	PO-353498	212.89
217904	BENE, CHERI	PV-162688	104.76
217905	CABUS, DAISY	PV-162689	27.00
217906	FINNSSON, JAMIE	PV-162690	88.02
217907	HAMMER, SAMANTHA	PV-162708	5.40
217908	HANAFORD, LAURA	PV-162691	46.44
217909	HATCHER, JOSH	PV-162692	139.32
217910	HOOPER, GWYNETH	PV-162693	21.06
217911	JONES, ADAM	PV-162694	99.36
217912	MALONE, ERICA	PV-162695	47.52
217913	MATIENZO, NINA RIE	PV-162696	68.04
217914	MITCHELL, KAREN P	PV-162697	79.38
217915	NORRIS, MAUREEN	PV-162698	29.70
217916	RAEL, MEGAN	PV-162699	9.72
217917	RALPH, JENNIFER	PV-162700	14.04
217918	ROCHE, ANN	PV-162701	182.52
217919	RODRIGUEZ, MICHELLE	PV-162702	85.32
217920	TURNERY, JASON	PV-162703	23.76
217921	UNZUETA, GABRIELLE	PV-162704	29.16
217922	WEBSTER, DONNA	PV-162705	58.32
217923	WRAY, ALLISON	PV-162706	64.26
217924	ALZAMORA, LUCERO	PV-162716	227.10
217925	ARKEE, SHEILA	PV-162717	223.24
217926	BANNERMAN, CARY & KELLY	PV-162718	175.39
217927	BODO, JOHN & TERA	PV-162719	783.22
217928	CIPOLLONE, JOSEPH & DEBRA	PV-162720	245.20
217929	CLARK, BRIAN OR YOLANDA	PV-162721	61.99
217930	DESHAZER, ALEX OR DARCY	PV-162722	147.27
217931	DIXON, ALLYSSA	PV-162723	27.80
217932	ELE, APRIL AND OR ROGER	PV-162724	16.76
217933	FULLER, MARK & CLAIRE	PV-162725	91.63
217934	GARCIA, MARIO & SHANNON	PV-162727	172.11
217935	GARCIA, ROSALINA	PV-162726	298.17
217936	GAU, MARY	PV-162728	139.71
217937	HARRELL, PAUL AND DEBBIE	PV-162729	525.31
217938	HARRIS, DARREN AND OR NICOLE	PV-162730	296.35
217939	HIERONYMUS, PAUL OR DAYLENE	PV-162731	145.15
217940	HINOJOSA, SALVADOR & NIDIA	PV-162732	102.13
217941	HOGGATT, ROBERT/VERONICA	PV-162733	831.60
217942	KNILANS, JANET	PV-162734	122.74

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Warrant Number	Name of Payee	Reference Number	Amount
217943	MEDRANO, CLARA	PV-162735	134.27
217944	MOLYNEUX, THOMAS OR CHRISTINA	PV-162736	81.65
217945	NILSEN, WILFRED & INGRID	PV-162737	114.91
217946	O'CONNOR, BRENDAN & JACQUELINE	PV-162738	356.92
217947	OSBORNE, RICHARD & DAYNA	PV-162739	125.71
217948	PHO, STACY	PV-162740	93.96
217949	RITURBAN/JOHN PAUL & ANN	PV-162741	103.90
217950	RODAS, PHILLIP AND CAROLYN	PV-162742	142.13
217951	ROLING, MIKAIL	PV-162743	244.94
217952	SALGADO, DAVID & ALISON	PV-162744	88.73
217953	SHAIA, GREG OR COURTNEY	PV-162745	232.85
217954	TOWNSEND, DERIK & TAMARA	PV-162746	113.40
217955	WAIKLE, KARLY	PV-162747	484.70
217956	WALSH, KAREN	PV-162748	283.50
217957	WEATHERWAX, KATHY	PV-162749	265.92
217958	ALPINE ACADEMY	PO-351650	11,375.70
217959	ALTERNATIVE COMM SVCS	PO-350808	4,831.25
217960	CATHEDRAL HOME FOR CHILDREN	PO-352545	217.00
217961	CLARINDA ACADEMY	PO-351657	8,819.00
217962	DEVEREUX TEXAS TREATMENT	PO-352371	556.07
217963	DISCOVERY RANCH FOR GIRLS	PO-353095	13,100.00
217964	HEARTSPRINGS SCHOOL	PO-353960	12,222.50
217965	KRANTZ, TRICIA	PO-351149	2,642.50
217966	MINGUS MOUNTAIN ACADEMY	PO-351660	8,694.00
217967	NEW HAVEN YOUTH & FAMILY	PO-352376	11,262.81
217968	NSI ACADEMY	PO-351651	9,319.00
217969	OLIVE CREST ACADEMY CANAL ELEM	PO-351775	3,723.27
		PO-351780	3,123.89
		PO-351781	3,301.10
		PO-351782	3,550.58
		PO-351783	3,382.94
		PO-352372	1,168.10
		PO-352373	4,664.52
		PO-352727	3,382.94
		PO-353093	1,985.77
		PO-353439	670.34
		PO-353686	2,930.35
217970	PROVIDENCE SPEECH AND	PO-352488	1,620.00
217971	SUNBELT STAFFING LLC	PO-350811	3,712.50
217972	BLAKENEY, JUDITH	PV-162757	117.68
217973	DAGGETT, LEIGH-ANNE	PV-162758	300.00
217974	ENDER, PAMELA	PV-162759	42.55
		PV-162760	40.02
		PV-162761	27.49
217975	HOLLIDAY, SUSAN	PV-162762	408.43

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Warrant Number	Name of Payee	Reference Number	Amount
217976	MORGAN, JOHN	PV-162756	537.78
217977	MORTENSEN, MIKE	PV-162754	122.05
217978	SALINAS, GABE	PV-162755	1,186.39
217979	THIENNGERN, TODD	PV-162763	122.05
217980	WORKABILITY 1 REGION 1	PO-354057	1,280.00
217981	BACKUS & ERNST LLP	PO-352531	1,960.00
217982	CAMPCO	PO-351961	12,245.72
217983	BAERST, MARGARET	PV-162709	21.59
217984	FISCHER, VALERY	PV-162710	52.33
217985	LANDERS, JOY	PV-162712	9.31
217986	LU, RUBY	PV-162714	88.67
217987	MAY, ALEXANDER	PV-162715	87.00
217988	ACADEMIC THERAPY PUBL	PO-353609	199.82
217989	AERO MARK	PO-352228	15.91
217990	ANIMAL PEST MANAGEMENT SERVICE	PO-351073	3,325.00
217991	APPLE COMPUTER INC	PO-353855	8,184.50
		PO-353956	1,649.28
217992	BARCODEINC	PO-353907	345.00
217993	BUSWEST	PO-350478	1,290.78
217994	CAMCOR INC	CM-160053	292.92-
		PO-352495	541.05
		PO-352597	255.90
		PO-353570	2,050.48
217995	CDW GOVERNMENT	PO-350125	109.59
		PO-353259	396.90
		PO-353789	396.90
		PO-353818	78.06
		PO-353891	1,881.68
		PO-353955	403.16
217996	CLEAR SOURCE IT	PO-353887	8,000.00
217997	COMPLETE OFFICE OF CA	PO-350110	10.03
		PO-350513	517.48
		PO-350565	609.46
217998	CULVER-NEWLIN	PO-353798	1,052.78
217999	DENAULT'S HARDWARE	PO-352919	74.82
218000	ENET COMPONENTS INC	PO-353889	3,554.28
218001	EVERBIND/MARCO BOOK CO	PO-353759	190.62
218002	GLOBAL DIRECT PARTS	PO-353888	126.56
218003	HEINEMANN PUBLISHING	PO-352867	1,472.65
218004	INSIGHT SYSTEMS EXCHANGE	PO-353699	421.20
218005	INTERSTATE BATTERIES	PO-350383	1,238.28
218006	ITO NURSERY	PO-351345	67.66
218007	LOCAL JANITORIAL & VACUUM	PO-351452	633.21
218008	THE ALARM AND SPRINKLER CO INC	PO-352513	594.00
218009	COMMUNITY PLAYTHINGS	PO-353078	1,652.44

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Warrant Number	Name of Payee	Reference Number	Amount
218010	IRON MOUNTAIN	PO-350234	209.61
218011	DEPARTMENT OF JUSTICE	PO-352139	2,956.00
218012	ENVIRONMENTAL NATURE CTR	PO-353328	715.00
218013	OCEAN INSTITUTE	PO-353859	100.00
218014	SEGERSTROM CENTER FOR THE ARTS	PO-353979	1,055.00
218015	ABOVE ALL NAMES CONSTRUCTION	PO-350250	16,058.00
218016	BENS ASPHALT	PO-350953	4,750.00
218017	BURKE WILLIAMS & SORESENSEN LLP	PO-353996	501.00
		PO-354003	10,561.00
218018	CITY OF SAN JUAN CAPISTRANO	PO-351098	8,093.06
218019	DAVE BANG ASSOCIATES INC	PO-353184	865.00
218020	E. STEWART AND ASSOCIATES	PO-350556	30,342.00
218021	PACIFIC PLUMBING COMPANY OF	PO-350242	7,214.10
218022	SAN DIEGO GAS & ELECTRIC	PO-353317	86,973.56
218023	SANTA MARGARITA WATER	PO-350719	2,190.39
218024	SO CAL GAS CO	PO-350717	439.88
218025	SO COAST WATER DIST	PO-351099	11,678.15
218026	SOUTHERN CALIFORNIA EDISON	PO-350716	24,429.41
218027	KYA SERVICES LLC	PO-353196	112,401.12
218028	WEATHERPROOFING TECHNOLOGIES	PO-353137	125,016.50
218029	Q FENCE AND FABRICATION INC.	PO-353382	4,837.00
218030	PUBLIC ECONOMICS INC	PO-352477	812.50
218031	MIND RESEARCH INSTITUTE	PO-353000	3,000.00
218032	MISSION SAN JUAN CAPISTRANO	PO-352672	1,001.00
218033	OCEAN INSTITUTE	PO-353320	2,990.00
		PO-353321	2,440.00
218034	THE PARENT INSTITUTE FOR	PO-352332	5,000.00
218035	OPPORTUNITY FOR LEARNING	PV-162844	168.87
		PV-162846	30,112.00
218036	260-PRAXAIR DISTRIBUTION INC.	PO-350936	48.60
218037	AT&T	PO-350405	61.57
218038	MILLER MECHANICAL	PO-352287	2,548.00
218039	MOBILE COMMUNICATION REPAIR	PO-350398	553.71
218040	MOBILE FLEET WASH	PO-350480	916.50
218041	NCS PEARSON INC	PO-353926	4,452.84
218042	NCS PEARSON INC.	PO-352934	467.40
		PO-353547	1,522.11
218043	ORANGE COUNTY FIRE AUTHORITY	PO-350399	450.00
218044	PARKHOUSE TIRE INC.	PO-350488	3,433.68
218045	PC & MACEXCHANGE	PO-353811	1,053.00
218046	PERMA-BOUND	PO-353567	379.62
218047	PITNEY BOWES PRESORT SERVICES	PO-350256	231.31
218048	REHABMART LLC	PO-353138	1,884.38
218049	REPAIRZOOM	PO-350600	233.98
218050	SHAMROCK SUPPLY CO.	PO-353458	2,192.06

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Warrant Number	Name of Payee	Reference Number	Amount
218051	SO COAST DISTRIBUTING CO	PO-350046	413.31
218052	SOUTHERN COUNTIES LUBRICANTS	PO-350530	586.37
218053	SPARKLETTS	PO-350986	2.05
		PO-351802	64.43
		PO-352771	750.97
		PO-352773	32.55
		PO-353055	17.99
218054	SPICERS PAPER	PO-350261	1,439.95
218055	THERAPRO INC.	PO-353899	909.70
218056	UNITED STATES ACADEMIC	PO-353210	700.00
218057	WARD'S	PO-353783	5,670.00
		PO-353787	3,780.00
218058	WAXIE SANITARY SUPPLY	PO-353849	31,570.85
218059	TPRS PUBLISHING INC	PO-353602	81.00
218060	SPARKLETTS	PO-350976	6.15
		PO-350982	6.15
		PO-350983	4.10
218061	Castleman 02, Cindy	PV-162832	126.25
218062	DOMINO'S PIZZA	PV-162837	17,129.00

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Warrant Number	Name of Payee	Reference Number	Amount
218063	HOLLANDIA DAIRY INC.	-	
		PV-162766	493.18
		PV-162767	612.37
		PV-162768	603.61
		PV-162769	414.27
		PV-162770	422.85
		PV-162771	157.60
		PV-162772	402.84
		PV-162773	338.73
		PV-162774	195.36
		PV-162775	713.04
		PV-162776	431.67
		PV-162777	285.75
		PV-162778	372.57
		PV-162779	116.13
		PV-162780	313.69
		PV-162781	267.65
		PV-162782	501.11
		PV-162783	235.31
		PV-162784	1,068.21
		PV-162785	491.66
		PV-162786	455.62
		PV-162787	1,164.85
		PV-162788	1,963.46
		PV-162790	403.27
		PV-162791	340.69
		PV-162793	354.53
		PV-162795	626.29
		PV-162798	696.06
		PV-162800	256.75
		PV-162802	2,149.36
		PV-162804	1,227.75
		PV-162807	388.26
		PV-162810	543.47
		PV-162811	753.75
		PV-162812	2,149.67
		PV-162813	650.19

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Warrant Number	Name of Payee	Reference Number	Amount
218064	HOLLANDIA DAIRY INC.	PV-162814	1,074.48
		PV-162815	955.17
		PV-162816	1,043.57
		PV-162817	1,141.21
		PV-162818	1,591.94
		PV-162819	1,129.98
		PV-162820	446.36
		PV-162821	500.91
		PV-162822	477.71
		PV-162823	187.62
		PV-162824	1,659.08
		PV-162825	207.56
		PV-162826	392.46
		PV-162827	818.46
		PV-162828	481.07
		PV-162829	2,955.63
		PV-162830	222.14
		PV-162831	621.91
218065	Kincaid 06, Rita	PV-162764	12.50
218066	MILLER MECHANICAL	PV-162765	220.51
		PV-162834	414.32
		PV-162835	381.78
218067	Pepper 84, Carla	PV-162833	32.50
218068	BUSINESS INTERPRISE	PO-351154	3,315.00
218069	COPPER HILLS YOUTH CENTER	PO-352384	10,729.00
218070	HAGOP AND HAYA SAKADJIAN	CL-151929	2,292.00
218071	HEARTSPRINGS SCHOOL	PO-353960	12,286.15
218072	HERITAGE SCHOOLS INC	PO-351656	11,263.00
		PO-351763	10,933.00
		PO-351764	11,263.00
		PO-353125	11,263.00
218073	JASON AND DANIELLE LAGAS	PO-353250	525.00
218074	KARPUS, DAVID AND MARY	PO-351457	962.92
218075	NEW HAVEN YOUTH & FAMILY	PO-351787	16,961.29
218076	PARADIGM HEALTH CARE SERVICES	PO-351601	22,302.83
218077	ROZENBERG, ABBY	PO-351957	1,800.00
218078	SALAMIRAD, ALI & JODY	PO-353449	2,446.08
218079	SOLIAANT HEALTH INC	PO-350475	853.75
		PO-350476	5,176.25
218080	SUSANNE SMITH ROLEY	PO-351162	2,800.00
218081	TERI INC	PO-351753	3,597.02
218082	WINGARD, RICHARD AND LORENA	PO-351235	375.00
218083	AMERICAN LIBRARY ASSOCIATION	PO-351833	279.00
218084	BLAKENEY, JUDITH	PV-162836	225.00
218085	CAHILL, STEVEN	PV-162840	1,117.02

Board of Trustees Warrant Listing  
\*----- Fiscal Year: 2015-16 -----\*  
Board of Trustees Meeting.....FEBUARY 10, 2016

Warrant Number	Name of Payee	Reference Number	Amount
218086	COALITION FOR ADEQUATE SCHOOL	PO-351835	681.00
218087	COMPUTER USING EDUCATORS	PO-354071	910.00
218088	KHALAF, REEM	PV-162839	25.88
218089	LEDERMAN, SUE	PV-162841	199.99
218090	NCSM OFFICE	PO-354066	400.00
218091	ORANGE COUNTY DEPT OF EDUCATIO	PO-353665	125.00
218092	PERRY, CYNTHIA	PV-162842	211.31
218093	CARREON, PATRICK	PV-162792	89.00
218094	CROSBY, MARC	PV-162794	107.00
218095	DICK, CRAIG OR BILLIE	PV-162796	487.51
218096	GOLDEN, JEREMY	PV-162797	757.59
218097	HAYES, COLLEEN	PV-162799	437.99
218098	HEMSTREET, NATALIE	PV-162801	82.00
218099	JOSEPHS, GABRIELA	PV-162808	94.00
218100	MILLER, DEBBIE	PV-162803	75.00
218101	QUINLAN, MATTHEW	PV-162805	87.00
218102	WATERBURY, NILSA	PV-162806	153.87
218103	BARRIOS & ASSOC.LLC DBA	PO-351740	7,500.00
218104	BESTGEN, MARY	PO-353036	504.00
218105	BRAIN BUILDERS	PO-353437	14,460.00
218106	GAYLE PARIDE	PO-353434	4,482.50
218107	HARBOTTE LAW GROUP	PO-352522	7,104.55
218108	HATCH & CESARIO	PO-353254	340.00
218109	LEVERAGE LEARNING GROUP INC	PO-353692	1,800.00
218110	PROFESSIONAL TUTORS OF AMERICA	PO-350829	1,155.00
218111	S.T.A.R. ACADEMY	PO-350307	1,155.00
218112	SOCRATIC SEMINARS INT'L LLC	PO-353938	215.00
218113	STEIN, CHRISTINE	PO-352601	1,900.00
218114	A Z BUS SALES INC	PO-350342	465.98
218115	ACETEC SECURITY SYSTEMS	PO-352484	6,669.00
218116	ACORN MEDIA	PO-353908	199.26
218117	ADVANTAGE WEST INVESTMENT	PO-352922	11,826.05
218118	ALISO NIGUEL AUTO CARE	PO-351440	794.39
218119	AMERICAN TIME & SIGNAL CO	PO-353729	363.61
218120	APPLE COMPUTER INC	PO-353925	5,546.40
		PO-353957	6,019.08
218121	ASSETGENIE INC	PO-350554	198.00
218122	ASSOCIATION OF CALIFORNIA	PO-351332	164.00
218123	BADEN SPORTS INC	PO-353413	258.55
		PO-353613	329.53
218124	BIO RAD LABORATORIES	PO-353942	437.92
218125	BLAIRS TOWING INC	PO-350836	437.50
218126	CAL-STATE AUTO PARTS INC	PO-350369	768.36

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2015-16 =====\*  
Board of Trustees Meeting.....FEBUARY 10, 2016

Warrant Number	Name of Payee	Reference Number	Amount
218127	CDW GOVERNMENT	PO-353813	396.90
		PO-353840	399.60
		PO-354040	969.84
218128	CENTRAL DRUG SYSTEM	PO-353345	1,975.00
218129	CINTAS CORP #640	PO-350374	306.86
		PO-352637	335.34
		PO-353987	488.57
218130	CINTAS FIRST AID & SAFETY	PO-350393	219.60
218131	CLEAN ENERGY	PO-350375	10,425.35
		PO-354028	7,576.34
218132	COMPLETE OFFICE OF CA	PO-350111	45.61
		PO-353309	75.03
		PO-354017	39.03
218133	COSTCO S.J.C.	PO-353216	93.63
218134	CULVER-NEWLIN	PO-353831	568.08
218135	DBQ PROJECT, THE	PO-353030	1,404.00
218136	DENAUT'S HARDWARE	PO-350376	228.28
218137	FACTORY MOTOR PARTS	PO-350379	94.39
218138	FEDERAL EXPRESS CORP	PO-350314	141.77
218139	FOLLETT SCHOOL SOLUTIONS INC	PO-353605	1,129.25
218140	GOLDEN STAR TECHNOLOGY INC.	PO-352393	260.00
		PO-352592	260.00
		PO-352594	520.00
		PO-352643	260.00
		PO-352645	260.00
		PO-352988	260.00
218141	HANDWRITING W/O TEARS	PO-353893	169.69
218142	HD SUPPLY CONSTRUCTION AND	PO-351667	14.01
		PO-352076	169.94
218143	HD SUPPLY FACILITIES MAINTN	PO-350776	95.93
		PO-353235	1,429.04
		PO-353576	427.22
218144	HIRSCH PIPE & SUPPLY	PO-351094	8,504.09
218145	HITT MARKING DEVICE	PO-352789	79.29
218146	HYDRO-SCAPE PRODUCTS INC	PO-350136	7,109.62
218147	INSIGHT SYSTEMS EXCHANGE	PO-353920	21,330.00
218148	IPC USA	PO-350384	24,450.53
218149	J W PEPPER & SON INC	PO-350853	64.80
218150	LAWNMOWERS ETC	PO-351477	517.31
218151	LESLIES SWIMMING POOL SUPPLY	PO-350568	267.62
218152	LIFETRENDS GROUP	PO-353648	2,091.85
		PO-353847	138.76
		PO-353852	138.76
218153	LOCAL JANITORIAL & VACUUM	PO-351452	1,497.00
218154	SUWA, JENNIFER A.	PV-162843	134.46

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2015-16 =====\*  
Board of Trustees Meeting.....FEBUARY 10, 2016

Warrant Number	Name of Payee	Reference Number	Amount
218155	US BANK-PARS#6746022400	PO-351238	12,148.81
218156	CORVEL CORPORATION	PO-350272	169,257.27
218157	CAPISTRANO UNIFIED SCHOOL DIST	PO-350267	79,310.45
218158	UNUM LIFE INSURANCE	PO-350268	11,985.26
218159	CAPISTRANO USD	PO-350271	2,064.03
218160	CORVEL CORPORATION	PO-350579	83,752.00
541 Warrants			\$4,224,884.74

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
A&R Wholesale Distributors, Inc.	Bid No. 1415-10 Frozen Food Products	7/23/2014
A&R Wholesale Distributors, Inc.	Bid No. 1415-06 Grocery, Snack and Beverage Products	6/25/2014 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. 1-1516 - Legal Services (General)	9/9/2015
Backus & Ernst	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Ben's Asphalt, Inc.	Bid No. 1314-03 Asphalt Paving, Seal coating and Repair	5/22/2013
Bergman Dacey Goldsmith	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Best Best & Krieger	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Blue Label Power, Inc	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Burke Williams & Sorensen	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
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

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
CDWG	Western State Contracting Alliance (WSCA) Contract No. 7-08-70-13 Cisco Networking Communications and Maintenance	11/9/2010
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
Dannis Woliver Kelley	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 15-04, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/22/2015
Dave Bang Associates, Inc.	California Multiple Award Schedule Contract No. 4- 15-78-0013E for Fitness Equipment and Park and Playground Equipment.	10/14/2015
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

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Dell Computer (Dell Marketing LP)	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. MNWNC-108 awarded to Dell Marketing L.P., California Participating addendum, Computer Equipment, peripherals, and related services.	10/28/2015
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3- 06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 4- 14-58-0074A, for Non Information Technology	9/23/2015
Digital Networks Group, Inc.	California Multiple award Schedule Contract Numbers 3-14-58-0215D, 3-14-58-0215E, 3-14-58- 0215F for Informtion Technology Goods & Services	10/14/2015
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
Fagen Friedman & Fulfroost	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	15596/20163

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
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
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
Harbottle	RFQ 1-1516 - Legal Services (General)	9/9/2015
Harris Steel Fence Co., Inc.	Bid No. 1314-20 Fence Repairs and Maintenance Districtwide	3/12/2014
Hatch and Cesario	RFQ 1-1516 - Legal Services (General)	9/9/2015
Herff Jones	RFQ 2-1516 - Yearbook Services	9/9/2015
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

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
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
Jostens	RFP 2-1516 - Yearbook Services	9/9/2015
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
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
Lozano Smith	RFQ 1-1516 - Legal Services (General)	9/9/2015
McFarlin & Anderson	RFQ 1-1516 - Legal Services (General)	9/9/2015
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
NKS Mechanical Contracting	CMAS AGREEMENT NO. ADSP011-00000411-4, MAILING EQUIPMENT - Neopost Incorporated	8/12/2015
Neopost	Bid 1516-09 Newhart MS HVAC Replacement	10/14/2015
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Norton Rose Fulbright	RFQ 1-1516 - Legal Services (General)	9/9/2015
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
Orbach Huff Suarez & Henderson	RFQ 1-1516 - Legal Services (General)	9/9/2015
Orrick Herrington & Sutcliffe	RFQ 1-1516 - Legal Services (General)	9/9/2015
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

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
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
Quint & Thimling LLP	RFQ 1-1516 - Legal Services (General)	9/9/2015
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
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
Sedgwick	RFQ 1-1516 - Legal Services (General)	9/9/2015
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
Stradling Yocca Carlson & Rauth	RFQ 1-1516 - Legal Services (General)	9/9/2015
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

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
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
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 01/20/16

2015-16

112650 A & R WHOLESALE DISTRIBUTORS	1,329,566.27
145322 AMS.NET INC	671,902.70
112173 ASCIP	1,931,576.00
049767 BENS ASPHALT	470,291.69
118161 CAPISTRANO CONNECTIONS ACADEMY	7,488,095.00
120141 CAPISTRANO UNIFIED SCHOOL DIST	1,904,056.15
106764 CDWG Inc	2,201,771.66
043026 CIGNA	266,643.76
146265 COMMUNITY ROOTS	1,501,073.00
122828 CORVEL ENTERPRISE COMP INC	1,336,971.14
100058 CUSD	2,105,967.00
014126 CUSD-MELLO ROOS	578,777.00
105883 DAVE BANG ASSOCIATES	574,355.52
064188 DELL COMPUTER	295,207.04
150706 EPIC MACHINES INC.	1,479,926.45
149926 G.A. DOMINGUEZ	376,361.12
059154 HERITAGE SCHOOLS INC	264,570.41
122820 HMC	591,721.65
130047 HOLLANDIA DAIRY INC.	251,196.91
041995 HOUGHTON MIFFLIN CO	1,771,791.91
148747 ILLUMINATE EDUCATION INC.	258,591.50
144880 IPC USA	297,575.57
105873 JOURNEY CHARTER SCHOOL	1,078,341.00
150699 KYA SURFACING LLC	365,982.64
144685 LETNER ROOFING CO	1,928,375.55
150703 MEBA C/O	25,850,155.96
021378 NEW HAVEN SCHOOL	298,883.53
100369 OCEANVIEW SCHOOL	270,024.11
113144 OPPORTUNITY FOR LEARNING	584,653.46
066570 ORANGE COUNTY DEPT OF EDUC	2,544,610.83
146264 OXFORD ACADEMY	2,320,660.00
149848 PC & MACEXCHANGE	276,281.28
151890 R. JENSEN COMPANY INC.	320,174.00
078255 SAN DIEGO GAS & ELECTRIC	5,330,609.75
150282 SILVER CREEK INDUSTRIES INC.	434,204.00
149669 SOUTH COAST ROP	2,248,090.92

**VENDOR PAYMENTS OVER 250K AS OF 01/20/16****2015-16**

122718	SOUTHERN CALIFORNIA EDISON	1,185,960.53
084770	SOUTHWEST SCHOOL SUPPLY	259,032.94
147868	US BANK	2,510,419.31
115841	US BANK NATIONAL ASSOCIATION	5,906,398.75
096332	WAXIE	331,471.79
151442	WINNER CHEVROLET INC.	508,324.16
099210	XEROX CORPORATION	1,777,879.04

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 10, 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. Danesh, Afsaneh	LVN	Voluntary	01/04/2016	01/29/2016
2. Gonzalez, Cynthia	CELDT Tester	Personal	07/23/2015	01/19/2016
3. Holcomb-Phillips, Florence	IF-Sp Ed	Voluntary	03/19/2001	01/27/2016
4. Honey, Richard	Sub Sch Bus Driver	Voluntary	06/22/2012	02/02/2016
5. Lara, Matt	IF-Sp Ed	Voluntary	12/10/2015	01/26/2016
6. Merda, Kelli	Elem Sch Clerk	Voluntary	09/09/2009	01/27/2016
7. Miranda, Albert	ASB Worker	Voluntary	02/27/2010	01/24/2016
8. Moore, Sara	Inst Asst-Sp Ed	Voluntary	10/23/2013	02/05/2016
9. Penner, Susan	Tutor	Voluntary	08/15/2005	01/14/2016
10. Puelma, Estela	Academic Advisor	Retirement	09/03/2003	12/07/2015
11. Ruiz, Fabian	LVN	Voluntary	12/11/2014	02/12/2016
12. Skiles, Pamela	Academic Advisor	Voluntary	08/15/2005	02/10/2016
13. Snell, Melissa	Inst Asst-Sp Ed	Voluntary	10/09/2014	12/10/2015
14. Toma, Ocet	Inst Asst-Presch	Deceased	09/11/2008	01/25/2016

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
15. Copeland, Eric	Technology Support Specialist III (12mo/40hpw)	\$4,970.13 mo	R48-01	02/18/2016

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
16. Case, John	School Bus Driver (9.5mo/hrs per bid)	\$17.99 hr	R28-1	02/01/2016
17. Peters, Raquel	FS Cashier (9.5mo/15hpw)	\$13.01 hr	R16-1	02/04/2016
18. Smith, Colleen	FS Worker (9.5mo/15hpw)	\$12.38 hr	R14-1	02/04/2016
19. Vargas, Clarissa	FS Worker (9.5mo/10hpw)	\$12.38 hr	R14-1	02/11/2016

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Personnel Activity List Board of Trustees Regular Meeting of February 10, 2016  
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**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range</u> <u>Step</u>	<u>Effective</u> <u>Date</u>
20. Amaral, George	Custodian	\$16.66 hr	R26-1	02/11/2016
21. Camunag, Albert	Custodian	\$16.66 hr	R26-1	02/11/2016
22. Carlucci, Marianne	Student Supvr	\$10.00 hr		02/11/2016
23. Chowdhury, Ateka	IF-Sp Ed	\$15.84 hr	R22-2	01/04/2016
24. Croker, Jaclyn	Student Supvr	\$10.00 hr		02/11/2016
25. Danesh, Afsaneh	LVN	\$18.38 hr	R30-1	02/01/2016
26. Dietrich, Jennifer	Student Supvr	\$10.00 hr		01/28/2016
27. Dinicola, Inna	Student Supvr	\$10.00 hr		02/11/2016
28. Doss, Marian	Student Supvr	\$10.00 hr		02/11/2016
29. Gehricke, Gina	IF-Sp Ed	\$15.02 hr	R22-1	02/11/2016
30. Gocke, Deborah	Office Manager	\$25.27 hr	R33-6	02/11/2016
31. Graham, Jennifer	Student Supvr	\$10.00 hr		02/11/2016
32. Jenkins, Edward	Custodian	\$16.66 hr	R26-1	01/28/2016
33. Laszewski, Luciana	Student Supvr	\$10.00 hr		02/11/2016
34. Martinez, Kevin	Custodian	\$16.66 hr	R26-1	02/11/2016
35. Mateer, Penny	Acct Clerk II	\$17.50 hr	R28-1	01/11/2016
36. Mc Nee, Caron	IBI Asst/Tutor	\$16.65 hr	R24-2	02/10/2016
	Inst Asst-Sp Ed	\$16.63 hr	R20-4	
37. McManus, Lisa	Student Supvr	\$10.00 hr		02/11/2016
38. Migliacco, Violette	IBI Asst/Tutor	\$16.65 hr	R24-2	02/10/2016
39. Miller, Amber	IF-Sp Ed	\$15.09 hr	R22-1	01/25/2016
	Inst Asst-Sp Ed	\$14.36 hr	R20-1	
40. Miramontes, Javier	Custodian	\$16.66 hr	R26-1	01/28/2016
41. Moore, Sara	IF-Sp Ed	\$15.09 hr	R22-1	02/06/2016
	Inst Asst-Sp Ed	\$14.36 hr	R20-1	
42. Nieto, Joseph	Custodian	\$16.66 hr	R26-1	01/28/2016
43. Oritz, Leonel	Custodian	\$16.66 hr	R26-1	02/11/2016
44. Rodriguez, Justo	Custodian	\$16.66 hr	R26-1	02/11/2016
45. Salemi, Zahara	IF-Sp Ed	\$20.22 hr	R22-10	01/04/2016
46. Sanchez, Juan	Custodian	\$16.66 hr	R-26-1	02/11/2016
47. Tarricone, Roberta	Student Supvr	\$10.00 hr		02/11/2016
48. Torres, Corina	MS Campus Supv	\$15.47 hr	R23-1	12/01/2015
49. Visser, Marcelle	Sch Bus Driver	\$17.99 hr	R28-1	02/28/2016
50. Wong Tam, Jacqueline	IF-Sp Ed	\$19.26 hr	R22-6	01/04/2016

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Personnel Activity List Board of Trustees Regular Meeting of February 10, 2016  
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**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Effective Date</u>
51. Zamora, Laura	Student Supvr	\$10.00 hr	02/11/2016

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
52. Bencosme, Ligia	Student Supvr	\$10.00 hr	02/11/2016
53. Cady, Colette	Student Supvr	\$10.00 hr	11/16/2015
54. DeLong, Amber	Student Supvr	\$10.00 hr	12/01/2015
55. Fernandez, Veronica	Student Supvr	\$10.00 hr	10/05/2015
56. Handajani, Cynthia	Student Supvr	\$10.00 hr	12/01/2015
57. Morton, Jennifer	Student Supvr	\$10.00 hr	12/01/2015
58. Mucio, Yuridia	Student Supvr	\$10.00 hr	10/05/2015
59. Murrillo, Karen	Student Supvr	\$10.00 hr	10/05/2015
60. Vrzal, Kimberly	Student Supvr	\$10.00 hr	02/03/2016

**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
61. Carey, Peter	Soccer, Girls' Varsity (Head)	San Juan Hills HS	\$3,367.00	11/01/2015- 02/05/2016
62. Ciccomascolo, Lauren	Lacrosse, Girls' (Head)	Tesoro HS	\$3,367.00	02/27/2016- 05/13/2016
63. Cota, Chris	Track, Girls' Varsity (Asst)	Dana Hills HS	\$2,693.00	02/14/2016- 05/06/2016
64. Crane, Ryan	Track, Girls' Varsity (Head)	Dana Hills HS	\$3,591.00	02/14/2016- 05/06/2016
65. Elder, Jason	Volleyball, Boys' Varsity (Head)	Capistrano Valley HS	\$3,367.00	01/14/2016- 05/04/2016
66. Marshall, Adam	Lacrosse, Boys' (Head)	Aliso Niguel HS	\$3,367.00	02/11/2016- 05/10/2016
67. Nikolenko, Max	Trainer	Dana Hills HS	\$3,591.00	08/25/2015- 06/09/2016

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San Juan Capistrano, California

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**APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
70. Vaca, Jason	Pep Squad	Capistrano Valley HS	\$3,142.00	08/25/2015- 06/09/2016

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
71. Augerson, Amanda	Softball, (Asst)	San Clemente HS	\$3,000.00	02/15/2016- 05/14/2016
72. Brown, Dave	Track, (Asst)	Dana Hills HS	\$2,500.00	02/14/2016- 05/06/2016
73. Burnett, Alfred	Soccer, Girls' Varsity (Asst)	San Juan Hills HS	\$2,250.00	11/01/2015- 03/05/2016
74. Calahan, Michael	Football, (Asst)	Aliso Niguel HS	\$3,000.00	01/04/2016- 02/28/2016
75. Carlson, Kindra	Volleyball, Girls' JV (Asst)	San Juan Hills HS	\$1700.00	08/01/2015- 11/04/2015
76. Columna, Cody	Lacrosse, Boys' (Asst)	Tesoro HS	\$2,244.00	02/27/2016- 05/12/2016
77. Cook, Jerret	Baseball, (Asst)	San Clemente HS	\$2,200.00	02/15/2016- 05/14/2016
78. Copp, Jim	Track, (Asst)	Dana Hills HS	\$2,000.00	02/14/2016- 05/06/2016
79. Cummings, Rod	Golf, Girls' (Asst)	San Clemente HS	\$1,680.00	12/01/2015- 02/11/2016
80. Delacruz, Sammy	Softball, (Asst)	San Clemente HS	\$3,000.00	02/15/2016- 05/14/2016
81. Flores, Mario	Track,(Asst)	San Clemente HS	\$500.00	01/19/2016- 02/05/2016
82. Furmanski, Jake	Baseball, (Asst)	San Clemente HS	\$2,200.00	02/15/2016- 05/14/2016

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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
83. Goss, Tom	Lacrosse, Girls' (Asst)	Capistrano Valley HS	\$2,693.00	01/04/2016- 01/31/2016
84. Houmis, David	Softball, Varsity (Asst)	San Juan Hills HS	\$2,000.00	02/01/2016- 05/13/2016
85. Hunt, Matthew	Volleyball, Boys' (Asst)	San Clemente HS	\$2,500.00	02/11/2016- 05/06/2016
86. Huntley, Michael	Football, (Asst)	Aliso Niguel HS	\$3,000.00	01/04/2016- 02/28/2016
87. Jansen, John	Surf, (Asst)	San Juan Hills HS	\$2,000.00	09/01/2015- 12/04/2015
88. Kopp, Troy	Football, (Asst)	San Clemente HS	\$1,000.00	01/25/2016- 03/11/2016
89. Kraus, Knute	Lacrosse, Boys' (Asst)	Tesoro HS	\$2,244.00	02/27/2016- 05/13/2016
90. Lamb, Kyle	Lacrosse, Boys'	Dana Hills HS	\$2,500.00	12/01/2015- 02/01/2016
91. McMurray, Mike	Baseball, (Asst)	Dana Hills HS	\$2,000.00	02/15/2016- 05/13/2016
92. Montgomery, Nathan	Track, (Asst)	Dana Hills HS	\$2,000.00	02/14/2016- 05/06/2016
93. Ortiz, Joseph	Soccer, Boys' Frosh/Soph	San Juan Hills HS	\$2,000.00	11/01/2015- 02/05/2016
94. Oydna, Ethan	Lacrosse, Boys' JV	Capistrano Valley HS	\$2,244.00	02/01/2016- 04/30/2016
95. Schanderl-Richardson, Alexis	Water Polo, Girls' Varsity (Asst)	San Juan Hills HS	\$3,000.00	11/01/2015- 02/05/2016
96. Schniepp, Jennifer	Choral Accompanist	San Clemente HS	\$1,400.00	01/04/2016- 06/10/2016
97. Vander Meer, David	Volleyball, Frosh/Soph (Asst)	San Juan Hills HS	\$3,000.00	12/08/2015- 05/01/2016
98. Vleisides, Leo	Tennis, Boys' (Asst)	San Clemente HS	\$2,600.00	02/15/2016- 04/29/2016

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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>
99. Zahn, Danielle	Lacrosse, Girls' (Asst)	Capistrano Valley HS	\$2,693.00	01/01/2016- 01/31/2016

**APPROVE EMPLOYMENT PENDING CLEARANCES**

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
100. Arlotti, Julie	Head Academic Advisor (10.75mo/40hpw)	\$3,787.96 mo	R37-1	02/11/2016
101. Cone, Kirsten	Elem Sch Clerk (10.5mo/40hpw)	\$2,886.97 mo	R26-1	02/11/2016
102. Gutierrez, Angelica	Sch Secretary I (10.5mo/40hpw)	\$2,959.14 mo	R27-1	02/11/2016
103. Young, Melanie	Academic Advisor (10.75mo/40hpw)	\$3,605.43 mo	R35-1	02/11/2016

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
104. Beveridge, Kim	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.36 hr	R20-1	02/11/2016
105. Cunningham, Hailey	IF-Sp Ed (9.5mo/17.5hpw)	\$15.09 hr	R22-1	02/11/2016
106. Ferguson, Tiffany	MS Campus Supvr (9.5mo/17.5hpw)	\$15.47 hr	R23-1	02/11/2016
107. Foley, Colton	IF-Sp Ed (9.5mo/17.5hpw)	\$15.09 hr	R22-1	02/11/2016
108. Gamboa, Cristine	LVN (9.5mo/25hpw)	\$18.38 hr	R30-1	02/11/2016
109. Logan, Stacy	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.36 hr	R20-1	02/11/2016

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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>
112. Millan, Angela	LVN (9.5mo/25hpw)	\$18.38 hr	R30-1	02/11/2016
113. Montoya, Alez	IF-Sp Ed (9.5mo/17.5hpw)	\$15.09 hr	R22-1	02/11/2016
114. O'Rourke, Erin	MS Campus Supvr (9.5mo/15hpw)	\$15.47 hr	R23-1	02/11/2016
115. Perakis, Monica	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.36 hr	R20-1	02/11/2016
116. Schwartz, Ellen	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.36 hr	R20-1	02/11/2016
117. Tagg, Megan	IF-Sp Ed (9.5mo/17.5hpw)	\$15.09 hr	R22-1	02/11/2016
118. Tarnovskaia, Anastassia	IA-Presch (9.5mo/10.5hpw)	\$15.47 hr	R23-1	02/11/2016
119. Tonnini, Elizabeth	IF-Sp Ed (9.5mo/17.5hpw)	\$15.09 hr	R22-1	02/11/2016

**APPROVE PROMOTION**

<u>Name</u>	<u>Former Position</u>	<u>Position</u>	<u>Range Step</u>	<u>Effective Date</u>
120. Bucknam, Karen	Sch Secretary II (10.75mo/40hpw)	HS Office Mngr (10.75mo/40hpw)	R33-5	01/14/2016
121. Carrillo, Marcella	Staff Secretary (12mo/40hpw)	Sr Staff Secretary (12mo/40hpw)	R37-10	01/25/2016
122. Cox, Kimberly	IF-Sp Ed (9.5mo/35hpw)	Sch Secretary II (10.75mo/40hpw)	R29-3	02/01/2016
123. Evenson, Rebecca	Staff Secretary (12mo/40hpw)	Sr Staff Secretary (12mo/40hpw)	R37-1	02/02/2016
124. King, Jennifer	Sch Secretary II (10.75mo/40hpw)	Staff Secretary (12mo/40hpw)	R31-4	02/11/2016

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**APPROVE PROMOTION**

<u>Name</u>	Former <u>Position</u>	<u>Position</u>	Range <u>Step</u>	Effective <u>Date</u>
125. Preuitt, Amara	Blngl Comm Svcs Liaison (9.5mo/30hpw)	Inter Office Asst (12mo/40hpw)	R25-4	02/10/2016
126. Rial, William	Heavy Duty Mechanic	Vehicle Maintenance	R39-20	02/01/2016
127. Umana-Choto, Rigoberto	Custodian I (12mo/40hpw)	Custodian III (temp/40hpw)	R26-10	11/02/2015

**APPROVE ASSIGNMENT ADJUSTMENTS**

<u>Name</u>	Former <u>Position</u>	Assignment <u>Adjustment</u>	Range <u>Step</u>	Effective <u>Date</u>
128. Braun, Wendy	Student Supvr (9.5mo/9hpw)	Student Supvr (9.5mo/12.5hpw)		12/01/2015
129. Chen, Shujuan	Student Supvr	Student Supvr		12/01/2015
130. Neyra-Reyes, Nancy	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	Blngl Comm Svcs Liaison (9.5mo/30hpw)	R23-4	02/10/2016
131. Williams, Ralph	Student Supvr (9.5mo/12hpw)	Student Supvr (9.5mo/14.5hpw)		08/25/2015
132. Wing, Huigun	Student Supvr (9.5mo/13.5hpw)	Student Supvr (9.5mo/12.5hpw)		12/01/2015

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT**

<u>Name</u>	Additional <u>Assignment</u>	Range <u>Step</u>	Effective <u>Date</u>
133. Carrillo, Marcella	Account Tech I TAA NTE 38 hrs (Additional hours)	R34-10	11/10/2015- 12/09/2015

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

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
134. Applegate, Jodi	Inst Asst-Sp Ed TAA NTE 16.5 hrs (Attend CAT training)	10/06/2015- 06/15/2016
135. Atchity, Shauna	IF-Sp Ed TAA NTE 16.5 hrs (Attend CAT training)	10/06/2015- 06/15/2016
136. Bicakci, Jessica	Inst Asst-Sp Ed TAA NTE 16.5 hrs (Attend CAT training)	10/06/2015- 06/15/2016
137. Blanda, Isabel	Blngl Comm Svcs Liaison TAA NTE 3 hrs (Attend training)	01/04/2016- 06/09/2016
138. Blumen, Rochelle	IF-Sp Ed TAA NTE 16.5 hrs (Attend CAT training)	10/06/2015- 06/15/2016
139. Bowen, Lisa	Inst Asst-Sp Ed TAA NTE 16.5 hrs (Attend CAT training)	10/06/2015- 06/15/2016
140. Braet-Foret, Debra	IF-Sp Ed TAA NTE 16.5 hrs (Attend CAT training)	10/06/2015- 06/15/2016
141. Breunig, Lynn	Presch Inst Asst-Sp Ed TAA NTE 3 hrs (Attend training)	11/06/2015
142. Bridwell, Jared	IF-Sp Ed TAA NTE 10 hrs (Delay in bus route)	01/04/2016- 06/15/2016
143. Coffman, Patricia	Inst Asst-Sp Ed TAA NTE 3 hrs (Attend training)	11/06/2015
144. Connolly, Kay	Int Office Asst TAA NTE 100 hrs (Provide support)	01/19/2016- 06/09/2016
145. Cornell, Kendra	Inst Asst-Sp Ed TAA NTE 16.5 hrs (Attend CAT training)	10/06/2015- 06/15/2016
146. Cosley, Christina	IF-Autism TAA NTE 28 hrs (Attend CAT training)	10/06/2015- 06/15/2016
147. Currie, Kimberly	IF-Autism TAA NTE 28 hrs (Attend CAT training)	10/06/2015- 06/15/2016
148. Doran, Barbara	Inst Asst-Sp Ed TAA NTE 16.5 hrs (Attend CAT training)	10/06/2015- 06/15/2016

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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>
152. Gutierrez, Nora	Elem Sch Library Tech TAA NTE 20 hrs (Assist in organizing library)	11/01/2015- 12/10/2015
153. Hambrick, Julie	Inst Asst-Sp Ed TAA NTE 16.5 hrs (Attend CAT training)	10/06/2015- 06/15/2016
154. Harrison, Eva	Blngl Inst Asst TAA NTE 3 hrs (Attend Training)	11/06/2015
155. Hernandez, Adelina	Student Supvr TAA NTE 2 hrs (Provide support)	02/17/2016- 02/24/2016
156. Huckaby, Deborah	Sign Language Interpreter-Sp Ed TAA NTE 3 hrs (Attend training)	11/06/2015
157. Isip, Shirley	LVN TAA NTE 16.5 hrs (Attend CAT Training)	10/06/2015- 06/15/2016
158. Kaur, Harprett	Inst Asst-Sp Ed TAA NTE 3 hrs (Attend training)	11/06/2015
159. Kelsey, Petah	Interpreter for Hearing Impaired TAA NTE 64 hrs (Attend Science Camp)	01/22/2016- 01/29/2016
160. Ko, Caoline	IF-Sp Ed TAA NTE 16.5 hrs (Attend CAT training)	10/06/2015- 06/15/2016
161. Konogeris, Kathi	SLPA TAA NTE 16.5 hrs (Attend CAT training)	10/06/2015- 06/15/2016
162. Livingston, Anita	SLPA TAA NTE 16.5 hrs (Attend CAT training)	10/06/2015- 06/15/2016
163. Lovegreen, Laurie	Presch Inst Asst-Sp Ed TAA NTE 3 hrs (Attend training)	11/06/2015
164. Lugo, Diana	Inst Asst-Sp Ed	11/06/2015
165. Mathews, Marcus	Theater Tech TAA NTE 120 hrs (Provide support)	01/18/2016- 06/30/2016
166. Miranda, Christine	Inst Asst-Sp Ed TAA NTE 6.5 hrs (Attend CAT Training)	10/06/2015- 06/15/2016
167. Mohammadi, Lili	Inst Asst-Sp Ed TAA NTE 3 hrs (Attend training)	11/06/2015

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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>
171. Norland, Connie	IF-Sp Ed TAA NTE 16.5 hrs (Attend CAT training)	10/06/2015- 06/15/2016
172. Pandey, Neema	IF-Autism TAA NTE 28 hrs (Attend CAT training)	10/06/2015- 06/15/2016
173. Parsi, Houpan	Blngl Comm Svcs Liaison TAA NTE 200 hrs (Provide support)	01/04/2016- 06/09/2016
174. Phegley, Patricia	Inst Asst-Sp Ed TAA NTE 16.5 hrs (Attend CAT training)	10/06/2015- 06/15/2016
175. Pike, Thomas	Theater Tech TAA NTE 120 hrs (Provide support)	01/18/2016- 06/30/2016
176. Ponce, Patricia	Student Supervisor TAA NTE 16.5 hrs (Attend CAT training)	10/06/2015- 06/15/2016
177. Rahimi, Farnaz	Blngl Comm Svcs Liaison TAA NTE 200 hrs (Provide support)	01/04/2016- 06/09/2016
178. Rendon, Polly	Inst Asst-Sp Ed	10/06/2015-
179. Saalberg, Janet	IF-Sp Ed TAA NTE 16.5 hrs (Attend CAT training)	10/06/2015- 06/15/2016
180. Shahrestani, Mahnaz	IF-Sp Ed TAA NTE 16.5 hrs (Attend CAT training)	10/06/2015- 06/15/2016
181. Sherrell, Christy	IF-Sp Ed TAA NTE 16.5 hrs (Attend CAT training)	10/06/2015- 06/15/2016
182. Solis, Bertha	Blngl Inst Asst-Presch TAA NTE 16.5 hrs (Attend CAT training)	10/06/2015- 06/15/2016
183. Tavernetti, Carment	Blngl Comm Svcs Liaison TAA NTE 52 hrs (Provide support)	12/11/2015- 01/18/2016
184. Torres, Nadia	LVN TAA NTE 4 hrs (Provide support)	12/04/2015- 01/08/2016
185. Vega, Buenaventura	Student Supvr TAA NTE 6 hrs (Supervise students)	01/12/2016- 06/10/2016
186. Wolfson, Katie	IF-Autism TAA NTE 28 hrs (Attend CAT training)	10/06/2015- 06/15/2016

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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>
187 Yim, Summer	Inst Asst-Sp Ed TAA NTE 16.5 hrs (Attend CAT training)	10/06/2015- 06/15/2016

**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
188. Hernandez, Angelina	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-1	12/14/2015
189. Hobrecht, Bridget	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	11/13/2015
190. Kalmbach, Barbara	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-6	09/01/2015

**APPROVE LEAVES OF ABSENCE**

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Date</u>
191. DiGrazia, Jacqueline	IF-Sp Ed	Student Teaching	01/11/2016-04/22/2016
192. Heiden, Patricia	IF-Sp Ed	Expired Paid Leave	02/05/2016-08/05/2016
193. Kelsey, Petah	Interpreter for the Hearing Impaired	Student Teaching	12/12/2015-01/04/2016
194. Thompson, Holly	IF-Autism	Internship	01/11/2016-01/11/2017

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**ACCEPT RESIGNATION/TERMINATION**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Allison, Brian	Teacher	Temp Contract Exp	08/20/2015	01/22/2016
2. Alvarez, Rosalinda	Teacher	Expired Paid Leave	08/28/2000	01/12/2016
3. Arizmendi, Jenine	Substitute Teacher	District Initiated	01/14/2016	02/02/2016
4. Berman, Robin	Teacher	Retirement	08/31/1990	06/10/2016
5. Ho, Terry	Substitute Teacher	Voluntary	12/11/2014	02/25/2016
6. McClean, Robert	Teacher	Retirement	08/30/1991	06/10/2016
7. Yancey, Lisa	Teacher	Retirement	09/04/1979	07/31/2016

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
8. Pender, Max	Teacher	\$48,887	A-1	02/03/2016
9. Sola Morales, Jorge	Teacher - Intern	\$44,249	A-1	02/25/2016
10. Tsianos, Andria	Counselor	\$48,887	A-1	02/11/2016
11. Vargas, Ricardo	Teacher	\$48,887	A-1	02/11/2016
12. Woolley, Sarah	Teacher	\$48,887	A-1	02/11/2016

**APPROVE SUBSTITUTE TEACHERS**

Pay @ \$90.00 per day

13. Ali, Nina	26. Levine, Darleen
14. Allison, Brian	27. Levine, Tonya
15. Batty, Jessica	28. Lewis, Paige
16. Bauer, Ginaea	29. Luna, Nicole
17. Brown, Pamela	30. Maleski, Lynette
18. Campbell, Lauren	31. Olsen, Deborah
19. Caruso, Christi	32. Perez, Kristi
20. Clark, Michael	33. Peters, Andrea
21. Dean, Sarah	34. Ritschel, Jason
22. Donohue, Steven	35. Smart, Stephanie
23. Fawcett, Daniel	36. Smith, Nicolas
24. Garcia, Jacqueline	37. Tallent, Paul
25. Hosseini, Nasrene	38. Templeton, Brittany

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**APPROVE SUBSTITUTE TEACHERS (Cont.)**

Pay @ \$90.00 per day

- |                        |                         |
|------------------------|-------------------------|
| 39. Kaplan, Lauren     | 42. Withey, John        |
| 40. Kipe, Cecily       | 43. Zamarripa, Victoria |
| 41. Laszewski, Luciana |                         |

**APPROVE 6/5ths ASSIGNMENT 2nd SEMESTER**

Not to exceed \$19,800 for 6/5ths section

- |                            |                        |
|----------------------------|------------------------|
| 44. Albelo, Luis           | 74. Jeung, Albert      |
| 45. Arena, Franco          | 75. Johnson, Dave      |
| 46. Austin, Hope           | 76. Jones, Chris       |
| 47. Baker, Victoria        | 77. Kaneshiro, Reid    |
| 48. Bhaskar, Monica        | 78. Lewis, Ann         |
| 49. Blanco-Johnson, Silvia | 79. MacDonald, Paula   |
| 50. Boland, Mary           | 80. Maxwell, Matt      |
| 51. Borges, Esther         | 81. Middlebrook, Stacy |
| 52. Brown, Angela          | 82. Miller, Matt       |
| 53. Brown, Rich            | 83. Mink, Kelli        |
| 54. Burch, Jessica         | 84. O'Brien, Doug      |
| 55. Burns, Robert          | 85. Oliphant, Rob      |
| 56. Chapman, Mike          | 86. Popovich, Marc     |
| 57. Corbin, Nick           | 87. Ramirez, Rey       |
| 58. Dutton, Caroline       | 88. Ray, Keri          |
| 59. Dykes, Jody            | 89. Reilly, Monique    |
| 60. Expinoza-Perez, Soraya | 90. Riddle, Juanita    |
| 61. Ezratty, Lisa          | 91. Ritner, Meredith   |
| 62. Freeman, Andrew        | 92. Rothchild, Denise  |
| 63. Gant, Tina             | 93. Ruhlen, Rich       |
| 64. Garcia, Cristina       | 94. Saavedra, Kathryn  |
| 65. Gaspar, Marguerite     | 95. Schmidt, Svetlana  |
| 66. Gerow, Kevin           | 96. Sepe, Christina    |
| 67. Gottdank, Alex         | 97. Silberman, Erik    |
| 68. Hamilton, Julie        | 98. Smolinski, Lesli   |
| 69. Hatchel, Steve         | 99. Soto, Ken          |
| 70. Haven, Carol           | 100. Soto, Tony        |
| 71. Hench, Suzanne         | 101. Sterling, Keri    |
| 72. Jacobson, Jennifer     | 102. Stevens, Ashley   |
| 73. Jansen, Bob            | 103. Stirtz, Phil      |

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**APPROVE 6/5ths ASSIGNMENT 2nd SEMESTER**

Not to exceed \$19,800 for 6/5ths section

104. Swenson, Casey	108. Vega, Jennifer
105. Takach, Eric	109. Werner, Danny
106. Talley, Bobby	110. Westling, Kurt
107. Threadgill, Ethan	111. Wright, Cindy

**APPROVE ASSIGNMENT ADJUSTMENT**

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
112. Cornejo, Eduardo	Teacher	STAP II	10/01/2015- 06/09/2016
113. Hawkins, Tracy	Teacher	STAP I	09/12/2015- 06/09/2016

**APPROVE ADDITIONAL ASSIGNMENTS**

Attend Singapore Math Training - Bergeson Elem

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour  
01/07/2016-01/08/2016

114. Chang, Ching-Wen	115. Koch, Amy
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Teach After School STEAM Class - Castille Elem

Not to exceed 16 hours instructional pay @ \$35.00 per hour  
01/08/2016-06/09/2016

116. Evans, Stuart	117. Villareal, Erica
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Teach After School Intervention Class-Hidden Hills Elem

Not to exceed 10 hours instructional pay @ \$35.00 per hour  
01/04/2016-05/31/2016

118. Borg, Shannon

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Assessments for Special Education Student - RH Dana ENF  
Not to exceed 10 hours instructional pay @ \$35.00 per hour  
10/21/2015-01/01/2016

119. Lachemann, Dina

Teach After School Classes-San Juan Elem  
Not to exceed 30 hours instructional pay @ \$35.00 per hour  
01/07/2016-06/10/2016

120. Garcia-Serrato, Martha  
121. Jacques, Pierre  
122. Perez, Carmen

123. Sandoval, Rocio  
124. Sanchez, Lidia

Planning for English Learner Students-Marco Forster MS  
Not to exceed 10 hours non-instructional pay @ \$30.00 per hour  
01/22/2016-06/09/2016

125. Gray, Dianne

After School Tutorial and Homework Center - Dana Hills HS  
Not to exceed 35 hours instructional pay @ \$35.00 per hour  
01/25/2016-06/09/2016

126. Streza, Katrina

Preparing Presentations for Counselor Showcase - Student Services  
Not to exceed 5 hours non-instructional pay @ \$30.00 per hour  
12/14/2015-02/05/2016

127. Koba, Rosalie

Back to School Night-Early Childhood Programs  
Not to exceed 90 hours non-instructional pay @ \$18.00 per hour  
09/01/2015-06/30/2016

128. Grulkowski, Susan  
129. Owens, Tammera

130. Wilkes, Amanda

Assessment Assistance - Special Education  
Not to exceed 40 hours @ hourly per diem rate of \$66.09 per hour  
01/07/2016-06/15/2016

131. Antonius, Terry

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Assessment Assistance - Special Education

Not to exceed 40 hours @ hourly per diem rate of \$48.88 per hour  
01/07/2016-06/15/2016

132. Costello, Jessica

Assessment Assistance - Special Education

Not to exceed 40 hours @ hourly per diem rate of \$55.69 per hour  
01/07/2016-06/15/2016

133. Coulston, Jenifer

134. Malamatenios, Bethany

135. Miller, Stephanie

136. Patterson, Debbie

137. Richtsmeier, Aundrea

138. Selecman, Lana

139. Slipakoff, Robyn

Assessment Assistance - Special Education

Not to exceed 40 hours @ hourly per diem rate of \$55.39 per hour  
01/07/2016-06/15/2016

140. Ffrench, Andrea

141. Hunter, Stacy

142. Kulek, Julie

143. Liquori, Aimee

144. McMorran-Maus, Krista

Assessment Assistance - Special Education

Not to exceed 40 hours @ hourly per diem rate of \$48.88 per hour  
01/07/2016-06/15/2016

145. Gold, Renee

146. Stacy, Kelly

Assessment Assistance - Special Education

Not to exceed 40 hours @ hourly per diem rate of \$62.50 per hour  
01/07/2016-06/15/2016

147. Lanners, Christina

148. Pillot, Michelle

149. Toma, Susan

Assessment Assistance - Special Education

Not to exceed 40 hours @ hourly per diem rate of \$52.17 per hour  
01/07/2016-06/15/2016

150. Montgomery, Jerica

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Assessment Assistance - Special Education

Not to exceed 40 hours @ hourly per diem rate of \$53.90 per hour  
01/07/2016-06/15/2016

151. Phillips, Melissa  
152. Smith, Leah

153. Wilmot, Erica

Assessment Assistance - Special Education

Not to exceed 40 hours @ hourly per diem rate of \$59.39 per hour  
01/07/2016-06/15/2016

154. Stanley, Karin

155. Taylor, Carole

Credit Recovery Preparation Hours - Education Services

Not to exceed 15 hours non-instructional pay @ \$30.00 per hour  
02/01/2016-06/10/2016

156. Durst, Tracy

Credit Recovery Student Instruction - Education Services

Not to exceed 48 hours instructional pay @ \$35.00 per hour  
02/01/2016-06/10/2016

157. Bradshaw, Jolene  
158. Claus, Kerstin  
159. Cunningham, Craig

160. Durst, Tracy  
161. McKellar, Tim  
162. Wooten, Jennifer

Leadership Planning for Induction Program - BSTA

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour  
09/08/2015-06/30/2016

163. Hanley, Kimberly

Support to Autism Program - Special Education

Not to exceed 60 hours non-instructional pay @ 30.00 per hour  
01/04/2016-02/06/2016

164. Terhune, Cynthia

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Capistrano Autism Training Classes - Special Education

Not to exceed 16.5 hours non-instructional pay @ \$30.00 per hour  
10/06/2015-06/15/2016

165. Harper, Kalyn  
166. Macbeth, Krysti

167. Yousuf, Evelyn

Psychologist Additional Assessments - Special Education

Not to exceed 30 hours at hourly per diem rate of \$562.02  
01/11/2016-05/21/2016

168. Casteel, Jan

Psychologist Additional Assessments - Special Education

Not to exceed 30 hours at hourly per diem rate of \$445.48  
01/04/2016-04/04/2016

169. Scott, Amy

WJIV Training and Support-Special Education

Not to exceed 30 hours non-instructional pay @ \$30.00 per hour  
09/10/2015-12/18/2015

170. Nelson, Shari

**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
171. Anderson, Melissa	Outdoor Education, Elem	Las Flores Elem	\$112 per nite	02/16/2016-02/19/2016
172. Belmont, Kim	Outdoor Education, Elem	Las Flores Elem	\$112 per nite	02/16/2016-02/19/2016
173. Blandino, Julie	Outdoor Education, Elem	Las Flores Elem	\$112 per nite	02/16/2016-02/19/2016
174. Butler, Tim	Track, Boys' Varsity (Asst)	Dana Hills HS	\$2,693.00	02/14/2016-05/06/2016
175. Chaddock, Laurie	Outdoor Education, Elem	Ambuehl Elem	\$112 per nite	02/18/2016-02/19/2016

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**APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
176. Dunn, Craig	Track, Girls' Varsity (Head)	Dana Hills HS	\$3,591.00	02/14/2016- 05/06/2016
177. Evans, Stuart	Outdoor Education, Elem	Castille Elem	\$112 per nite	04/11/2016- 04/15/2016
178. Freet, Jane	Outdoor Education, Elem	Crown Valley Elem	\$112 per nite	01/22/2016- 01/29/2016
179. Jacobs, James	Outdoor Education, Elem	Crown Valley Elem	\$112 per nite	01/22/2016- 01/29/2016
180. Josephson, Shonna	Outdoor Education, Elem	Castille Elem	\$112 per nite	04/11/2016- 04/15/2016
181. Katnik, Lorie	Outdoor Education, Elem	Las Flores Elem	\$112 per nite	02/16/2016- 02/19/2016
182. Kauo, Karen	Outdoor Education, Elem	Castille Elem	\$112 per nite	04/11/2016- 04/15/2016
183. Kenney, Vallerie	Outdoor Education, Elem	Crown Valley Elem	\$112 per nite	01/22/2016- 01/29/2016
184. O'Grady, Quinn	Outdoor Education, Elem	Ambuehl Elem	\$112 per nite	02/16/2016- 02/17/2016
185. Smiggs, Donna	Outdoor Education, Elem	Castille Elem	\$112 per nite	04/11/2016- 04/15/2016

**APPROVE CIF CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
186. Green, Justin	Tennis, Girls' Varsity (Head)	Dana Hills HS	\$336.70	11/02/2016

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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
187. Addison, Chad	Golf, Boys' (Asst)	Capistrano Valley HS	\$2,244.00	02/01/2016- 04/30/2016
188. Bookataub, Sullivan	Baseball, (Asst)	San Clemente HS	\$2,200.00	02/15/2016- 05/14/2016
189. Butler, Tim	Cross Country, Boys'	Dana Hills HS	\$3,000.00	12/01/2015- 02/01/2016
190. Hamro, Jon	Football, Varsity (Asst)	San Clemente HS	\$ 500.00	01/25/2016- 03/11/2016
191. Ortiz, Jaime	Football, Varsity (Head)	San Clemente HS	\$1,500.00	01/25/2016- 03/11/2016
192. Schultz, Brian	Golf, Boys' (Asst)	Capistrano Valley HS	\$2,244.00	02/01/2016- 04/30/2016
193. Wood, Joe	Football, (Asst)	San Clemente HS	\$1,500.00	01/25/2016- 03/11/2016

**APPROVE LEAVES OF ABSENCE**

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
194. Foster, Karen	Personal	10/05/2015-06/10/2016
195. Hwang, Polly	Childcare	10/29/2015-01/24/2016
196. Mills, Amber	Childcare	01/11/2016-06/10/2016