

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

November 18, 2015

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

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

**1. CALL TO ORDER**

**2. CLOSED SESSION COMMENTS**

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

**A. CONFERENCE WITH LABOR NEGOTIATORS**

District Negotiators: Kirsten M. Vital/John Roach/Clark Hampton  
Attorney Jonathan Pearl

Employee Organizations:

1. Capistrano Unified Education Association (CUEA)
2. California School Employees Association (CSEA)
3. Teamsters

*(Pursuant to Government Code §54957.6)*

**B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Significant Exposure to Litigation – One Case

Attorney Dan Spradlin

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

**C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

District Negotiators: Kirsten M. Vital/Clark Hampton

Attorney David Huff

Property: Capistrano Beach Bus Yard, 26126 Victoria Blvd.

Dana Point, CA 92624 (APN 668-361-01)

Negotiating Party: City of Dana Point and Other Interested Parties

Under Negotiation: Price and Terms of Payment

*(Pursuant to Education Code §54956.8)*

**D. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Biehn v. Commission on Professional Competence

Orange County Superior Court Case No. 30-2014-00742336

*(Pursuant to Government Code §54956.9(d)(1))*

**E. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

**EXHIBIT 3E-1**

*(Pursuant to Government Code §54957)*

**Agenda Item 1:** Public Hearing - Presentation of Petition for OCASA-Orange County Academy of Science and Arts Charter School.

**Agenda Item 2:** Public Hearing - Capistrano School Employee Association (CSEA) Initial Proposal for Negotiations.

**Agenda Item 3:** Public Hearing - Capistrano Unified School District Proposal to Reopen 2015-2016 Negotiations with Capistrano School Employee Association (CSEA)

**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**

**Student Body President Report - Capistrano Valley High School:**

*Sofia “Nikki” Izadshenas, Student Body President Report - Capistrano Valley High School*

*Josh Hill, Principal, Capistrano Valley High School*

*Steven Bryant, Activities Director, Capistrano Valley High School*

**Extra Milers:**

*Kathi Brevoort - College Fair Chair and Chief Organizer*

*Debbie Bursey - Event management, logistics, and volunteers – College Fair*

*Sue Hill - Event management, logistics, and volunteers – College Fair*

**Learning in Capo Spotlight**

*Area 7 - Schools in Mission Viejo*

**BOARD AND SUPERINTENDENT COMMENTS**

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

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

**PUBLIC HEARINGS**

- 1. PUBLIC HEARING: PRESENTATION OF PETITION FOR OCASA - INFORMATION/  
ORANGE COUNTY ACADEMY OF SCIENCE AND ARTS CHARTER DISCUSSION  
SCHOOL:**

A Public Hearing is scheduled before the Board of Trustees which necessitates this Board item. Orange County Academy of Science and Arts has presented a petition for a Charter School within the District. Due to the size of the exhibit, the information can be viewed by clicking here.

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

***Contact: Daniel Burch, Interim, Assistant Superintendent, Administrative Services/Community Relations***

**Staff Recommendation**

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

- 2. PUBLIC HEARING: CAPISTRANO SCHOOL EMPLOYEE ASSOCIATION INFORMATION/  
INITIAL PROPOSAL FOR NEGOTIATIONS: DISCUSSION**

The Board will conduct a Public Hearing on receiving the Capistrano School Employee Association (CSEA) initial proposal for negotiations. Supporting documentation Page 1

information is located in the Exhibit. **EXHIBIT 2**

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

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

Staff Recommendation

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

**3. PUBLIC HEARING: DISTRICT CONTRACT REOPENER PROPOSAL TO CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION FOR THE 2015-2016 SCHOOL YEAR:**

The Board will conduct a Public Hearing on the District contract reopener proposal to California School Employees Association (CSEA). On June 5, 2015, the Board formally adopted the 2014-2015 settlement agreement between the District and CSEA. The current contract is in effect from July 1, 2012, through June 30, 2015. Both CSEA and the District have the right to reopen two articles. Board Policy 4143.1 Public Notice – Issues of Meeting and Negotiations describes the steps to be taken by the Board and its authorized representatives in order to enter into a new agreement with an exclusive bargaining unit. The District is submitting its proposal to reopen so that 2015-2016 negotiations can be addressed within the context of current District and state economic challenges.

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

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees adopt the CUSD initial proposal to CSEA.

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

**DISCUSSION/ACTION ITEMS**

**4. RECOMMENDATION OF APPROVING THE MEMORANDUM OF UNDERSTANDING WITH CAPISTRANO SCHOOL EMPLOYEES ASSOCIATION, NOVEMBER 19, 2015 – JUNE 30, 2016:**

The purpose of the agenda item is to seek approval of a Memorandum of Understanding (MOU) with Capistrano School Employees Association (CSEA) which decides how lost badges will be replaced. The total estimated fiscal impact of this agreement is negligible.

***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***

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the MOU agreement with the District and CSEA for November 19, 2015 – June 30, 2016.

DISCUSSION/  
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**EXHIBIT 3**

DISCUSSION/  
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**EXHIBIT 4**

**5. BOUNDARY ADJUSTMENTS FOR CROWN VALLEY STUDY AREAS:**

On September 23, 2015, the Board of Trustees voted to close Crown Valley Elementary School beginning in the 2016-2017 school year. At this time, staff is recommending the Crown Valley study areas 0600, 0620, 0621, 0670, 0681, 0690, 0700, and 0710 be reassigned to Moulton Elementary School and Hidden Hills Elementary School as follows: Assign study areas 0600, 0620, and 0621 to the Moulton Elementary School attendance area. Assign study areas 0670, 0681, 0690, 0700, and 0710 to the Hidden Hills Elementary School attendance area. The recommended boundary adjustments allows current middle school and high school feeder patterns to be maintained.

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

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

Staff Recommendation

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

INFORMATION/  
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**EXHIBIT 5**

**6. MEMORANDUM OF UNDERSTANDING WITH SADDLEBACK COLLEGE REGARDING THE ADULT EDUCATION PROGRAM TRANSITION AGREEMENT:**

The District would like to enter into a Memorandum of Understanding (MOU) with Saddleback College to formalize the transition of the Adult Education Program to Saddleback College for the 2016-2017 school year and beyond. The purpose of this MOU is to set forth the understandings of the parties with respect to the transition of the District's Adult Education Programs to Saddleback College. This collaboration benefits the student populations by providing accelerated learning opportunities for adults, including those with disabilities, by offering non-credit pathways leading to a high school diploma or an equivalency certificate, workforce preparation classes including English as a Second Language and Citizenship, and career technical education programs that enhance employment potential.

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

***Contact: Susan Holliday, Interim Assistant Superintendent, Education Services***

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the Memorandum of Understanding with Saddleback College regarding the Adult Education Program Transition Agreement.

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**EXHIBIT 6**

**7. ESENCIA K-8 SCHOOL, EDUCATIONAL SPECIFICATION PLAN:**

This presentation will provide Trustees with an overview of the Esencia K-8 School, Educational Specification Plan. The Educational Specification Plan will be presented to the Board on December 9, 2015 for final approval.

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

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**EXHIBIT 7**



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

Staff Recommendation

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

**8. FIRST READING - REVISIONS TO BOARD POLICY 2111 ASSISTANTS TO THE CHIEF ADMINISTRATIVE OFFICER:**

Board Policy 2111, *Assistants to the Chief Administrative Officer* was revised on September 24, 2014. Since that time there have been some titles and positions which no longer exist in the District. Changes are underlined; deletions are struck through. There is no financial impact.

***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 President recognize Kirsten M. Vital, Superintendent, 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.

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**EXHIBIT 8**

**9. FIRST READING - REVISIONS TO BOARD POLICY 2210 ADMINISTRATIVE LEEWAY IN ABSENCE OF GOVERNING BOARD POLICY:**

At the August 12, 2015 Board Meeting, Trustees approved the First Reading of Board Policy 2210, *Administrative Leeway in Absence of Governing Board Policy*. As a result of changes in Administrators, this policy requires revising. Revisions to this policy will align the policy with AR 2.24. Changes are underlined; deletions are struck through. There is no financial impact.

***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 President recognize Kirsten M. Vital, Superintendent, 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.

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**EXHIBIT 9**

**10. SECOND READING - REVISIONS TO BOARD POLICY 5118, INTERDISTRICT ATTENDANCE AGREEMENTS:**

This proposed revision of Board Policy 5118, *Interdistrict Attendance Agreements*, updates this policy and incorporates the recommended policy language outlined in the California School Board Association's sample Board Policy on Interdistrict Attendance Agreements. This revision will specifically address limits on student transfers out of the District to a school of choice. This policy is aligned with Education Code §46600 – §46611, Inter-district Transfer Agreements. Additional revisions requested by Trustees during the first reading of this item have been made.

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

*Contact: Susan Holliday, Interim Assistant Superintendent, Education Services*

Staff Recommendation

It is recommended the Board President recognize Susan Holliday, Interim

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**EXHIBIT 10**

Assistant Superintendent, 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.

**11. SECOND READING – REVISIONS TO BOARD POLICY 5111.1, DISTRICT RESIDENCY:**

This proposed revision of Board Policy 5111.1, *District Residency*, updates this policy and incorporates the recommended policy language outlined in the California School Boards Association's sample Board Policy on District Residency. The revision includes very specific procedures related to the investigation of suspected fraudulent addresses. It also addresses the use of an outside investigator and the parameters of the investigation. This proposed policy is in alignment with Education Code §35351, Assignment of Students to Particular Schools. Additional revisions requested by Trustees during the first reading of this item have been made.

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

***Contact: Susan Holliday, Interim Assistant Superintendent, Education Services***

Staff Recommendation

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

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**EXHIBIT 11**

**12. SECOND READING – REVISIONS TO BOARD POLICY 5111, ADMISSIONS:**

This proposed revision of Board Policy 5111, *Admissions*, updates this policy and incorporates the recommended policy language outlined in the California School Boards Association's sample Board Policy on Admissions. This policy revision eliminates current policy language which identifies specific school years which have past. The new language also addresses enrollment of homeless and foster youth. This revision complies with the Education Code sections regarding student admissions. Additional revisions requested by Trustees during the first reading of this item have been made.

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

***Contact: Susan Holliday, Interim Assistant Superintendent, Education Services***

Staff Recommendation

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

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**EXHIBIT 12**

**13. SECOND READING – REVISIONS TO BOARD POLICY 5119, SCHOOL OF CHOICE:**

After implementing the 2014-2015 revisions of Board Policy 5119, *School of Choice*, staff identified several unintended consequences of the revision. The updated policy removes Two-way Immersion program enrollment, addresses priority for employees, school closures, siblings of those students placed in specific special education programs, and adds language to address moving after the application window. The proposed revision mitigates those issues among others and also incorporates the recommended policy language outlined in the California School Boards Association's sample Board Policy on School of Choice. Additional revisions requested by Trustees during the first reading of this item have been made. Additional revisions requested by Trustees during the first reading of this item have been made.

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**EXHIBIT 13**

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

***Contact: Susan Holliday, Interim Assistant Superintendent, Education Services***

Staff Recommendation

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

**14. THIRD READING – REVISIONS TO BOARD POLICY 5162, ADMINISTERING MEDICATION:**

Approval of Board Policy 5162, *Administering Medication* has been amended to align with SB 1266 (Ch. 321, Statutes of 2014). Per Education Code §49414 districts are required to provide epinephrine auto-injectors to school nurses or other employees who volunteer and receive training, which they may use to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from an anaphylactic reaction. SB 1266 deleted the requirement to develop a district plan related to the use of epinephrine auto-injectors. Additional revisions requested by Trustees during the second reading of this item have been made.

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

***Contact: Susan Holliday, Interim Assistant Superintendent, Education Services***

Staff Recommendation

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

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**EXHIBIT 14**

**15. APPROVAL OF FINAL WILDLY IMPORTANT GOLAS - WIGs:**

At the October 28, 2015 Board meeting, the Board of Trustees provided feedback regarding narrowing the focus of Capistrano Unified School Districts Wildly Important Goal (WIG)1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students. Staff has reviewed this feedback and is bringing back revised Teaching and Learning WIGs for discussion. Also, staff will re-present previously reviewed WIGs for CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees and community members in Districtwide and community-specific decisions and, CUSD WIG 3: Optimize facilities and learning environments for all students. Finally, District staff is recommending all WIGs be finalized for Board of Trustees approval.

***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: Susan Holliday, Interim Assistant Superintendent, Education Services***

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

***Contact: Ryan Burris, Public Information Officer***

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

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**EXHIBIT 15**

Staff Recommendation

It is recommended the Board President recognize Susan Holliday, Interim Assistant Superintendent, Education Services, and Mark Miller, Assistant Superintendent, SELPA and Special Education Operations, to present information on this item and answer any questions Trustees may have. Following discussion, it is recommended the Board of Trustees approve detailed WIGs as presented.

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

- 16. FIRST READING – BOARD POLICIES 4119.11, 4219.11, 4319.11, SEXUAL HARASSMENT:** INFORMATION/  
DISCUSSION  
Page 117  
**EXHIBIT 16**

As changes occur in the law it becomes necessary to review Board Policies. Policies will be reviewed as part of a Federal Program Monitoring Audit scheduled in February. The revisions to policies 4119.11; 4219.11; 4319.11, *Sexual Harassment*, provides all stakeholders with current information and ensures legal compliance. There is no financial impact. 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 A. Roach, Interim Assistant Superintendent, Personnel Services**

Staff Recommendation

It is recommended the Board President recognize John A. Roach, Interim Assistant Superintendent, Personnel Services, to present information on this item and answer any questions Trustee's may have. This is an information item only and no Board action is necessary.

- 17. FIRST READING – BOARD POLICIES 0410, NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES; 4030, NONDISCRIMINATION IN EMPLOYMENT; 5180, NONDISCRIMINATION:** INFORMATION/  
DISCUSSION  
Page 121  
**EXHIBIT 17**

As changes occur in the law it becomes necessary to review Board Policies. Policies will be reviewed as part of a Federal Program Monitoring Audit scheduled in February. The revisions to policies 0410, *Nondiscrimination in District Programs and Activities*; 4030, *Nondiscrimination in Employment*; 5180, *Nondiscrimination*, provides all stakeholders with current information and ensures legal compliance. There is no financial impact. 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 A. Roach, Interim Assistant Superintendent, Personnel Services**

Staff Recommendation

It is recommended the Board President recognize John A. Roach, Interim Assistant Superintendent, Personnel Services, to present information on this item and answer any questions Trustee's may have. This is an information item only and no Board action is necessary.

- 18. FIRST READING – BOARD POLICIES 1312.1, COMPLAINT PROCEDURES; 1312.2, COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS; 1312.3, UNIFORM COMPLAINT PROCEDURES:** INFORMATION/  
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Page 131  
**EXHIBIT 18**

As changes occur in the law it becomes necessary to review Board Policies. Policies will be reviewed as part of a Federal Program Monitoring Audit scheduled in February. The revisions to policies 1312.1, *Complaint Procedures*; 1312.2, *Complaints Concerning Instructional Materials*; 1312.3, *Uniform Complaint Procedures*, provides all stakeholders with current information and ensures legal compliance. There is no financial impact. 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 A. Roach, Interim Assistant Superintendent, Personnel Services*

Staff Recommendation

It is recommended the Board President recognize John A. Roach, Interim Assistant Superintendent, Personnel Services, to present information on this item and answer any questions Trustee's may have. This is an information item only and no Board action is necessary.

**CONSENT CALENDAR**

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

**GENERAL FUNCTIONS**

- |   |                                       |
|---|---------------------------------------|
| <p><b>19. SCHOOL BOARD MINUTES:</b><br/>Approval of the Minutes of the October 14, 2015, Regular Board Meeting.<br/><i>Contact: Teresa Teichman, Manager, Board Office Operations</i></p>   | <p>Page 157<br/><b>EXHIBIT 19</b></p> |
| <p><b>20. SCHOOL BOARD MINUTES:</b><br/>Approval of the Minutes of the October 21, 2015, Special Board Meeting.<br/><i>Contact: Teresa Teichman, Manager, Board Office Operations</i></p>   | <p>Page 169<br/><b>EXHIBIT 20</b></p> |
| <p><b>21. ANNUAL REPORT – WILLIAMS SETTLEMENT LEGISLATION, 2014-2015 SCHOOL YEAR:</b><br/>Approval of Annual Report - Williams Settlement Legislation, 2014-2015 School Year. 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. Both quarterly and annually the Orange County Department of Education (OCDE) conducts a review to determine if deficiencies exist. The annual report for the District, conducted by the OCDE, was found to be in compliance. The inspection of Kinoshita and Viejo Elementary Schools revealed the schools have sufficient instructional materials. At the time of the inspection of the facility conditions revealed three minor deficiencies for Kinoshita Elementary School, and one minor deficiency for Viejo Elementary School. These have been resolved. The schools are considered to have met all expectations established under the Williams Settlement<br/>CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.<br/><i>Contact: John A. Roach, Interim Assistant Superintendent, Personnel Services</i></p> | <p>Page 171<br/><b>EXHIBIT 21</b></p> |

**CURRICULUM & INSTRUCTION**

- 22. MEMBERS OF THE SPECIAL EDUCATION LOCAL PLAN AREA COMMUNITY ADVISORY COMMITTEE:**  
Approval of the appointment of Ellen K. Lamb to serve as a Community Advisory Committee (CAC) voting member for the 2016 and 2017 calendar years. In accordance with the California Education Code §56190, each Special Education Local

Plan Area (SELPA) shall establish a CAC with parents of special education students forming the majority. Based on the bylaws of the SELPA, a committee of voting members is established annually, comprised of District parents, teachers, administrators, and community representatives who serve District students. The term of appointment for voting members is two years, staggered annually. There is no financial impact.

***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 Operations***

## **BUSINESS & SUPPORT SERVICES**

**23. SPECIAL EDUCATION SETTLEMENT AGREEMENT:**

Approval of special education Settlement Agreement Case #2015070933. Due to the confidential nature of the Agreement, supporting information is provided to Trustees under separate cover. Expenditures under this Agreement are limited to \$28,500, funded by special education funds.

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

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

**24. SPECIAL EDUCATION SETTLEMENT AGREEMENT:**

Approval of the ratification of special education Settlement Agreement Case #2011030307. Due to the confidential nature of the Agreement, supporting information is provided to Trustees under separate cover. Proceeds from this Agreement are \$15,000.

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

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

**25. SPECIAL EDUCATION SETTLEMENT AGREEMENTS:**

Approval of the ratification of special education Settlement Agreement Case #2015090798 and Informal Dispute Resolution Case #20151005. Due to the confidential nature of the Agreements, supporting information is provided to Trustees under separate cover. Expenditures under these Agreements are limited to \$7,300, funded by special education funds.

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

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

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

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The expenditures related to the listed purchase orders and commercial warrants included in this item were previously authorized as part of the District's budget approval process. The purchase orders total \$9,297,466.59 and the commercial warrants total \$18,767,188.88. Attachment 3 is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings. Attachment 4 is a list of previously Board-approved by vendor warrants exceeding \$250,000.

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

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

- 27. INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE, AND MASTER CONTRACT AGREEMENTS:** Page 225  
**EXHIBIT 27**
- 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 two new agreements totaling \$6,100, seven ratifications of new agreements totaling \$200,477.53, four extension ratifications to an existing agreements totaling \$75,000, and five amendment ratifications to an existing agreements totaling \$211,572. 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***
- 28. DONATION OF FUNDS AND EQUIPMENT:** Page 407  
**EXHIBIT 28**
- Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$260,822.28 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***
- 29. AUTHORIZATION OF COACHES TO PROVIDE FIRST SEMESTER PHYSICAL EDUCATION CREDIT:** Page 409  
**EXHIBIT 29**
- Approval of teachers who are credentialed in subjects other than physical education (PE) to provide PE credit to students in that respective sport. Districts may assign a teacher with a credential in a subject area other than PE to coach a competitive sport and award PE credit to students. State law requires that such teachers be full-time employees of a district, complete a minimum of 20 hours of first-aid instruction, have training on the harmful effects of steroid use, and be approved by the Board of Trustees. It has been determined all teachers who do not hold a physical education credential, but are assigned coaching activities for which such credit is given, are full-time employees of the District, and have completed cardiopulmonary resuscitation, first-aid instruction and concussion training. Coaching stipends are budgeted and funded through the general fund or booster club donations. 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: John A. Roach, Interim Assistant Superintendent, Personnel Services***
- 30. AWARD BID NO. 1516-06, COMPRESSED NATURAL GAS FUELING DISPENSER AT ALISO VIEJO TRANSPORTATION CENTER – FUELING AND SERVICE TECHNOLOGIES, INCORPORATED** Page 411  
**EXHIBIT 30**
- Approval of Award of Bid No. 1516-06, Compressed Natural Gas (CNG) Fueling Dispenser at Aliso Viejo Transportation Center to Fueling and Service Technologies, Incorporated (FASTECH). On April 22, 2015, the Board of Trustees authorized staff to advertise for bids to construct a CNG facility comprising of a dispensing facility

with the capacity of at least twenty (20) filling hoses. Eight entities registered and downloaded the bid documents and five bids were received and opened on October 27, 2015, which are listed in Exhibit A. The five bidders include: Amtek Construction; Diversified Project Services International, Incorporated; FASTECH; GP Strategies Corporation; and Tomco LLC. This bid is awarded on the basis of lowest price for the project, FASTECH at \$777,829. This project will be funded by a portion of the proceeds of the 2C Liberty property sale. Due to the size of the contract and award, the documentation will be posted online on the District Board Agendas and Supporting Documentation page.

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

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

**31. MEMORANDUM OF UNDERSTANDING WITH ELLIOT PAUL SCHLANGE, DDS FOR SCHOOL-BASED DENTAL CARE:** Page 413  
**EXHIBIT 31**

Approval of the Memorandum of Understanding (MOU) for School-Based Dental Care to provide comprehensive, preventative and restorative dental services to students. The MOU allows Elliot Paul Schlang, DDS, a professional organization to offer diagnostic, preventative, and restorative dental services, as well as instruction on the proper method of brushing and flossing. The District will provide space at an elementary school site, and will assist in providing notification to families of students regarding the onsite dental care services, parental permission slips, and other materials. The dental provider will submit evidence of appropriate liability insurance and licensure. There will be 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: Susan Holliday, Interim Assistant Superintendent, Education Services***

**32. QUARTERLY REPORT – WILLIAMS SETTLEMENT UNIFORM COMPLAINT:** Page 417  
**EXHIBIT 32**

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 first quarter, one complaint was filed.

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

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

**PERSONNEL SERVICES**

**33. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:** Page 419  
**EXHIBIT 33**

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***



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

Page 421  
**EXHIBIT 34**

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***

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

**ROLL CALL:**

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

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

**ADJOURNMENT**

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

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY, DECEMBER 9, 2015, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

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

**NOVEMBER 18, 2015, BOARD MEETING  
DISTRICT STANDARDIZED  
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT  
AGREEMENTS**

**NEW AGREEMENT**

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
ICA	1516182	1	PTA	TriFytt Sports, LLC	Provides Staffing for Lunch Time Games Promoting Overall Total Physical Fitness at Moulton Elementary School	12/1/2015-6/30/2015	\$ 5,600.00
ICA	1516183	1	General Fund	Alejandro Garfio	Provide National Collegiate Athletic Association Intensive Workshop	11/19/2015-6/30/2015	\$ 500.00

**TOTAL \$ 6,100.00**

**NEW AGREEMENT RATIFICATIONS**

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
FSA	1516184	1	Facilities	Facility Inspection Services	Facility Inspection of School Sites to Complete the Facility Inspection Tool (FIT) Developed by Office of Public School Construction	11/1/2015-6/30/2016	\$ 23,175.00
FSA	1516185	1	Facilities	The Land Solution, LLC	Outdoor Track Long Jump/Pole Vault Replacement, Track Repair and Painting at Aliso Niguel High School	10/6/2015-Upon Completion of Work	\$ 39,142.87
FSA	1516186	1	Facilities	Digital Networks Group, Incorporated	Audio Visual Equipment and Installation at Marco Forster Middle School	10/15/15-Upon Completion of Work	\$ 72,229.66
PSA	1516187	1	Special Ed	Herman & Associates	Provide Comprehensive Psycho-Educational Assessments	11/01/2015-6/30/2016	\$ 4,000.00
PSA	1516188	1	Special Ed	Robyn Joy Moses	Provide Psychological Consultations, Psycho-Educational and Mental Health Assessments	11/01/2015-6/30/2016	\$ 30,000.00
FSA	1516189	3	Facilities	NMG Geotechnical, Incorporated	Geotechnical Service-Investigation Grading Plan Review and Foundation Recommendation for Two-Story Classroom Addition at San Clemente High School	11/11/2015-Upon Completion of Work	\$ 24,930.00
PSA	1516190	1	Special Ed	Natasha Irene Adamo	Provide Functional Behavioral Assessments	11/2/2015-6/30/2016	\$ 7,000.00

**TOTAL \$ 200,477.53**

**EXTENSION RATIFICATIONS**

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
ICA	1213032	3	Special Ed	Tiwahe Technology, LLC	Community Based Instruction for Adult Trans	7/01/15-6/30/2016	\$ 5,000.00
ICA	1213164	1	PTA	Discovery Science Center of Orange County dba Discovery Cube Orange County	Provide Instructional Science to Go Classes	11/15/2015-11/14/2016	\$ 20,000.00
ICA	1415157	2	General Fund	Fulkra Incorporated	Investigation Services	11/13/2015-11/12/2016	\$ 20,000.00
ICA	1415158	2	General Fund	ESI International Incorporated	Investigation Services	11/13/2015-11/12/2016	\$ 30,000.00

**TOTAL \$ 75,000.00**

**AMENDMENT RATIFICATIONS**

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
PSA	1314065	1	Child Development	The Regents of the University of California At Irvine	Provide Behavior Management Education for Teachers and Parents	Increase Contract Amount from \$5,000 to \$52,400 and Revised Fee Schedule	\$ 47,400.00
ICA	1415058	1	Gift Funds/ RMIQ	Brain Builders Educational Programs	Provide Engineering Instruction, Applied Math Common Core State Standards and NGSS Science Standards to CUSD Elementary Students	Increase Contract Amount from \$8,000 to \$39,000	\$ 31,000.00
FSA	1415147	3	Facilities	LVH Entertainment System	Labor and Materials to Install New Motorized Front of House Truss System	Increase Contract Amount from \$32,000 to \$40,172	\$ 8,172.00
PSA	1516054	2	General Fund	Atkinson, Andelson, Loya, Ruud & Romo	Human Resources, General Ed, Facilities, Special Ed, Business Services, and Charter Schools Legal Services	Increase Contract Amount from \$250,000 to \$375,000	\$ 125,000.00
MCA	1516118	1	Special Ed	Intermountain	Basic Education Program/Special Education Instruction, Residential Mental Health Services	Revised Fee Schedule	\$ -

**TOTAL \$ 211,572.00**

NOVEMBER 18, 2015, BOARD MEETING  
DISTRICT STANDARDIZED  
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT  
AGREEMENTS

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.

## **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.*

**California School Employees Association  
Capistrano Chapter 224**

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23431 Knollwood, Aliso Viejo, CA 92656  
949-425-1533



October 13, 2015

Leona Olson  
Assistant Superintendent Personnel Services  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

Dear Leona:

Per the collective bargaining agreement and applicable state law, CSEA Capistrano Chapter 224 submits the following four Articles as our initial proposal for negotiations with Capistrano Unified School District for the 2014-2015 fiscal year:

- Article 7—Transfers and Promotions
  - CSEA has an interest in clarifying language.
- Article 8—Leaves
  - CSEA has an interest in improving language.
- Article 9—Holidays
  - CSEA has an interest in restoration.
- Article 11 – Wages
  - CSEA has an interest in improving wages.
- Article 12 – Health and Welfare Benefits
  - CSEA has an interest in improving benefits.

Please submit this initial proposal at the next regularly scheduled School Board Meeting in order to fulfill the public notice requirement per Government Code 3547.

Thank you for your assistance.

Sincerely,

  
Ronda Walen  
President

c: Chapter 224 Executive Board  
Kenny Wilson, Labor Relations Representative

EXHIBIT 2





# CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675  
TELEPHONE: (949) 234-9380/FAX: 487-1453 [www.capousd.org](http://www.capousd.org)

**BOARD OF TRUSTEES**  
LYNN HATTON-HODSON  
PRESIDENT

AMY MANACEK  
VICE PRESIDENT

MARTHA MCNICHOLAS  
CLERK

JOHN M. ALPAY

GILA JONES

GARY PRITCHARD, PH.D.

JIM REARDON

**SUPERINTENDENT**  
KIRSTEN M. VITAL

November 19, 2015

Ronda Walen  
California School Employees Association  
Capistrano Chapter 224  
23431 Knollwood  
Aliso Viejo, CA 92656

Dear Ronda:

Per the collective bargaining agreement and applicable state law, Capistrano Unified School District submits the following two Articles as our initial proposal for negotiations with CSEA Capistrano Chapter 224 for the 2014-2015 fiscal year:

- Article 1 – Agreement
  - CUSD has an interest in a multi-year agreement.
- Article 16 – Layoff and Reemployment
  - CUSD has an interest in speeding up the reemployment process.

This initial proposal is being presented at the regularly scheduled School Board Meeting of November 18, 2015, in order to fulfill the public notice requirement per Government Code 3547.

Thank you for your assistance.

Sincerely,

John A. Roach, Ed.D.  
Interim Assistant Superintendent  
Personnel Services

EXHIBIT 3

3





**Memorandum of Understanding Between**  
**California School Employees Association (CSEA) and its Capistrano Chapter 224**  
**And**  
**Capistrano Unified School District**  
**Identification Badge Program**

To ensure the safety of all students and staff of the District, the District will implement an Identification Badge (ID Badge) system.

The ID Badge is intended to provide a means to readily identify and control access to District campuses and facilities for the sole purpose of providing a safe environment for students and staff.

District bargaining unit members will be provided with 1 (one) District ID badge with suitable means to attach badge to clothing.

Additional replacement badges will be supplied to bargaining unit members as needed.

ID badges shall be worn and visible by all bargaining unit members at the District sites at all times while on District property.

If a bargaining unit member does not have an ID badge they will be required to notify the site supervisor or designee and be issued a temporary badge until a replacement badge can be secured.

If a badge is lost or stolen, the bargaining unit member must immediately notify the supervisor. The supervisor will initiate a request for a replacement badge within 5 days of report of lost or stolen badge.

FOR THE DISTRICT:

FOR CSEA:

\_\_\_\_\_  
John A. Roach, Ed.D.      Date  
Interim Assistant Superintendent  
Personnel Services

\_\_\_\_\_  
Ronda Walen, CSEA 224      Date  
Chapter President

\_\_\_\_\_  
Kenny Wilson      Date  
CSEA Labor Relations Representative

EXHIBIT 4





# Crown Valley Elementary School

Planning Area Attendance Reassignment Proposal

November 18, 2015

## Background

- At the start of the 2010-2011 school year Wood Canyon Elementary provided shared space to Community Roots Academy.
- 2016-2017 Community Roots Academy will be provided use of Crown Valley Elementary School
  - Crown Valley Elementary will be closed and attendance study areas will be added to other nearby school attendance boundaries.

Page 3 of 6



## Actual and Projections

School	2015/2016 Actual	2016/2017 Projected	Plus Study Areas from Crown Valley ES	Total 2016/2017 Projected*	2017/2018 Projected	2018/2019 Projected
Hidden Hills ES	369	358	80	438	437	435
Moulton ES	667	618	33	651	631	626

\*Includes growth expected from new development



## Recommendation

- Reassign planning areas 0600, 0620 and 0621 to Moulton Elementary.
- Reassign planning areas 0670, 0681, 0690, 0700 and 0710 to Hidden Hills Elementary.

## QUESTIONS?



**MEMORANDUM OF UNDERSTANDING  
REGARDING TRANSITION OF ADULT EDUCATION PROGRAMS  
FROM CAPISTRANO UNIFIED SCHOOL DISTRICT  
TO SADDLEBACK COLLEGE**

1. **Parties.** The parties to this Memorandum of Understanding ("MOU") are Capistrano Unified School District ("CUSD") and South Orange County Community College District on behalf of Saddleback College ("Saddleback"). CUSD and Saddleback are referred to herein as "Party" and collectively as "Parties."
2. **Effective Date.** This MOU shall be effective upon the approval or ratification by the Boards of Trustees of both Parties, and shall remain in effect until terminated by either Party.
3. **Purpose.** The purpose of this MOU is to set forth the understandings of the Parties with respect to the transition of CUSD's Adult Education Programs ("Programs") to Saddleback. This collaboration benefits the student populations by providing accelerated learning opportunities for adults, including those with disabilities, by offering non-credit pathways leading to a high school diploma or an equivalency certificate, workforce preparation classes including English as a Second Language ("ESL") and Citizenship, and career technical education programs that enhance employment potential. Additionally, students will have the opportunity to further their learning within their community with streamlined access to the Saddleback College campus programs.
4. **Phases and Time Frame.** The transition of the Programs from CUSD to Saddleback will occur in two phases:
  - (a) **Phase 1.** The 2015-2016 school year will be a Transition Year when the Parties shall plan for Saddleback to take over the Programs as of the beginning of the 2016-2017 school year. CUSD shall continue to operate the Programs during the Transition Year.
  - (b) **Phase 2.** As of the 2016-2017 school year and thereafter, the Programs shall be the sole responsibility of Saddleback.
5. **Programs.** The specific Programs that are the subject of the MOU include the following:
  - (a) **High School Equivalency.** This will include providing for the administration of the HiSET test.
  - (b) **English as a Second Language.**
  - (c) **Citizenship Classes.**
  - (d) **Adult Basic Education (Basic Skills).** This will include the development of a pipeline from Basic Skills to College non-credit and credit classes.
  - (e) **High School Diploma.** There will be a collaboration with the Orange County Department of Education to offer a High School Diploma Program with Saddleback.
  - (f) **Career Technical Education ("CTE").** It is expected that there will be development of a pipeline from ESL to College non-credit and credit classes. Also, there will be curriculum development in other non-credit programs in areas of high- employment potential.
  - (g) **Fee-Based Programs.** There will be a transition of Adult Fee-Based programs to Saddleback as non-credit or credit CTE programs, including for Medical Assistant, Dental Assistant, Pharmacy Technician, Surgical Technologists, and EMT.
  - (h) **Adults with Disabilities ("AWD").** There is expected to be collaboration with non-profit AWD providers.

(i) **Other Program Areas.** Other programs, not included in AB 86, but slated for expansion in AB 104, include adult programs in parenting, parent cooperative preschools, child growth and development, parent-child relationships, and programs for older adults.

6. **Facilities.** The Parties agree to share office space, classrooms, labs, equipment, supplies, and administrative services (including 50-50 split funding for a Student Services Manager and an Instructional Support Administrator during the 2015-2016 year) at the Adult Education Center and College and Career Campus. CUSD will not charge facilities use fees to Saddleback for Programs under this MOU. Saddleback will offer the majority of programming at the Adult Education Center and at the College and Career Campus in San Juan Capistrano, and may expand to additional campuses based on community need.

7. **Budget/Costs and Payments.**

(a) For Maintenance of Effort ("MOE"), 2015-2016 funding will be used to support this collaboration.

(b) For Workforce Investment Act ("WIA"), WIA funding will be used to maintain programming during the transition year. Saddleback plans to apply for WIOA funding when the application becomes available.

(c) For Adult Education Block Grant ("AEBG"), funding will be used and planning and reporting will be in partnership with Saddleback to ensure continuity of programs for year 2016-2017 and beyond.

8. **Instructional and Staff Hires.** Saddleback will offer full-time and part-time faculty positions in various Program areas as curriculum becomes state-approved and courses are offered. Courses pending state approved curriculum, and all staff positions, before occupied by an incumbent who attains permanent status, will be offered by Saddleback as professional experts or Program Specialists.

9. **Professional Development.** Professional development activities will be coordinated by Saddleback for faculty and staff.

10. **Registration Software.** CUSD will provide the needed communication to the current registration provider, Administrative Software Applications, Inc., ensuring that Saddleback receives and maintains access to historical records previously held by CUSD.

11. **Planning Structure and Liaisons.** CUSD's Executive Director of Grades 6-12, K-8 Schools, and Alternative Education will serve as the District's Liaison for the Adult Education collaboration with Saddleback. In this capacity, the Liaison will actively participate in meetings and on committees that plan and coordinate programming to best serve the interests of the adult school community. Saddleback's Dean of Community Education, Emeritus Institute, and K-12 Partnerships will serve as the Saddleback's Liaison.

12. **Release, Indemnification, and Hold Harmless.**

(a) Saddleback shall indemnify and hold harmless CUSD, and its officers, employees, and representatives, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of the performance of this MOU, caused in whole or in part by any negligent act or omission of Saddleback, or of any subcontractor, agent, or employee of Saddleback, except to the extent caused by the negligence or willful misconduct of the CUSD.

(b) CUSD shall indemnify and hold harmless Saddleback, and its officers, employees, and representatives, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of the performance of this MOU, caused in whole or in part by any negligent act or omission of CUSD, or of any subcontractor, agent, or employee of CUSD, except to the extent caused by the negligence or willful misconduct of Saddleback.

13. **FERPA**. Neither Party may release non-directory or personally identifiable information about a student to a third party, including students' parents, without the student's written authorization or as otherwise permitted by law. Among the types of information that may not be released without the student's written authorization, or as otherwise permitted by law, are the following:

- Student number
- Grades/Exam Scores
- Grade Point Average
- Social Security Number
- Parent Address/Phone
- Detail of Registration Information (i.e., courses, times)
- Race, Ethnicity, or Nationality
- Gender
- Date of Birth
- Total Credits
- Number of Credits Enrolled in a Quarter
- Emergency Contact

14. **Amendment**. This MOU may be amended only by mutual consent of each Party, as evidenced by the majority votes of the Parties' respective Board of Trustees.

IN WITNESS WHEREOF, the Parties have executed this MOU signifying approval or ratification by each Party's respective Board of Trustees.

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
Date \_\_\_\_\_  
Kirsten Vital, Superintendent, Capistrano Unified School District

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

\_\_\_\_\_  
Date \_\_\_\_\_  
Tod A. Burnett, Ed.D., President, Saddleback College

\_\_\_\_\_  
Date \_\_\_\_\_  
Debra Fitzsimons, Ed.D., Vice Chancellor of Business Services

IRV #4810-8808-8615 v2



Capistrano Unified School District, Esencia K-8 School

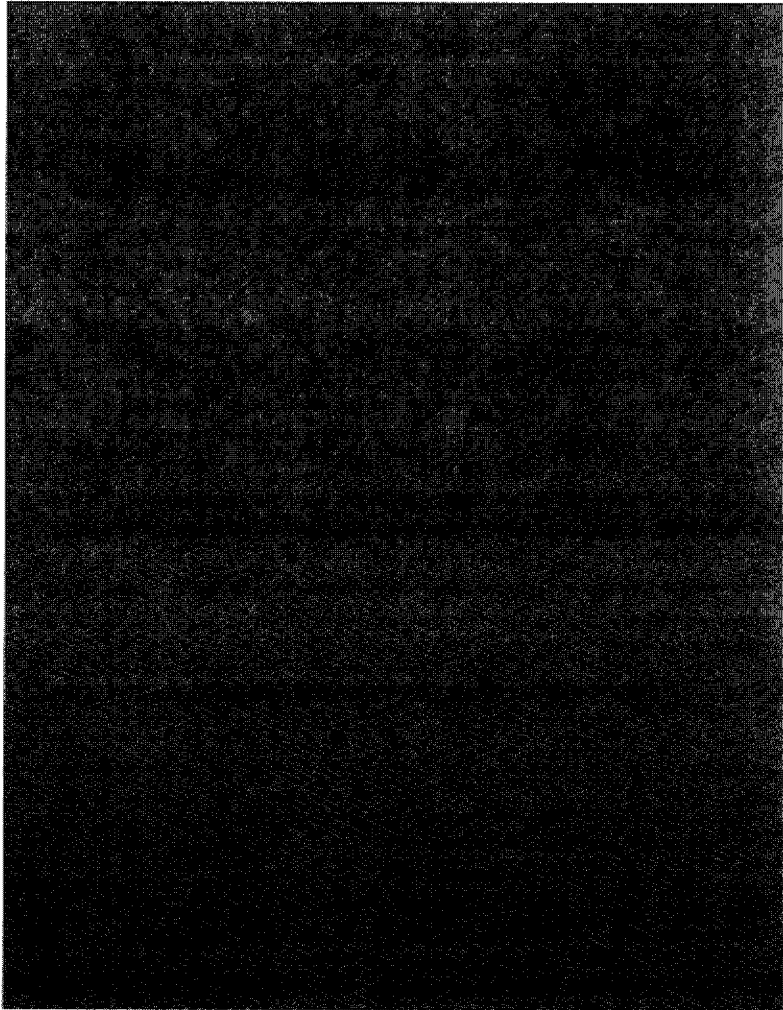


EXHIBIT 7

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# Educational Specifications

HMC Architects



EDUCATION SUPERINTENDENT, SUPERVISOR

EDUCATION SUPERINTENDENT, SUPERVISOR

BOARD OF EDUCATION

- Amy Hancock
- Jim Pearson
- John Akay
- Martha McHenry
- Gary Pritchard
- G. Jones
- Lynn Kilton-Holton

SUPERINTENDENT

- Kristen Vial

STAFF LEADERSHIP

- Clark Hampton
- John Forney
- Ryan Carter

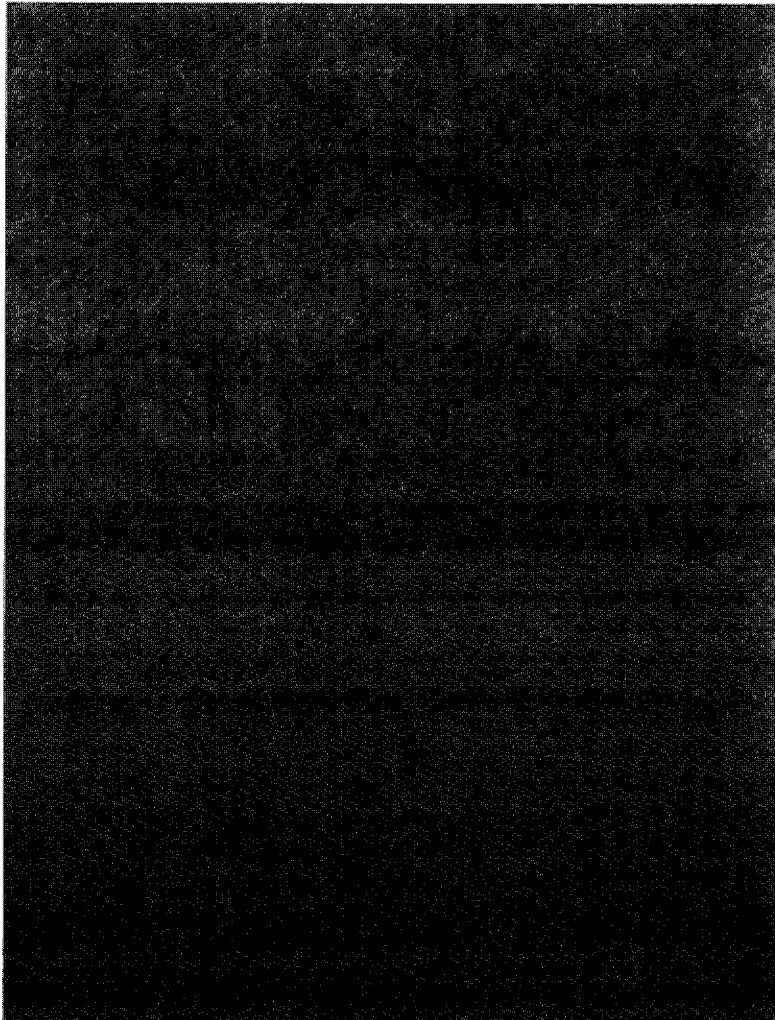


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SECTION 02: DISTRICT EDUCATIONAL APPROACH
SECTION 03: PLANNING OVERVIEW & DESIGN GUIDELINES
SECTION 04: PROGRAM SPACES & DESCRIPTIONS
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ACADEMIC CORE
SPECIAL EDUCATION
MEDIA CENTER
FOOD SERVICE
PHYSICAL EDUCATION
ADMINISTRATION
QUIET ZONE

Section 1

# District & Project Background





## MISSION STATEMENT

The Capistrano Unified School District, with support from our community, prepares students to achieve academic and personal success while becoming responsible citizens and lifelong learners.

Based on a vision of "an unwavering commitment to student success," the Capistrano Unified School District's Mission is "to prepare (their) students to meet the challenges of a rapidly changing world. This is accomplished through their 'Widely Important Goals' or WIGs:

- 1) **Teaching and Learning**  
Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.
- 2) **Communications**  
Communicate with, and engage students, parents, employees, and community members in District-wide and community-specific decisions.
- 3) **Facilities**  
Optimize facilities and learning environments for all students.

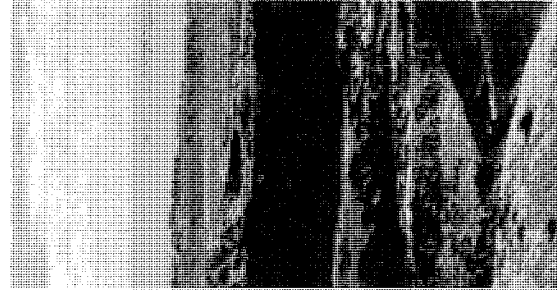


Founded in 1965, Capistrano Unified School District encompasses 195 square miles, in seven cities, including a portion of the unincorporated area of Orange County. With approximately 60 campuses, it is the largest employer in Santa Orange County. The District includes all or part of the cities of San Clemente, Dana Point, San Juan Capistrano, Laguna Niguel, Aliso Viejo, Mission Viejo and Rancho Santa Margarita, and the communities of Las Flores, Coto de Caza, Dove Canyon, Ladera Ranch and Wagon Wheel. The District is governed by a seven-member board of trustees, which generally meets twice monthly at the Capistrano Unified School District. District offices are located at 35122 Villa Road, San Juan Capistrano, California 92675.

All staff with the Capistrano Unified School District are committed to the belief that children will learn; that children will learn more today than yesterday; and that they will learn more tomorrow than today. The District's commitment to the more than 53,000 students entrusted to its care remains steadfast. The District's commitment to instructional excellence drives the mission of our nearly 4,000 employees.

The district's schools composition includes:

- 35 Elementary Schools
- 2 K-8 Schools
- 10 Middle Schools
- 5 Comprehensive High Schools
- 1 Alternative High School
- 1 Adult School
- 2 Exceptional Needs Facilities





In 2013, Castano Unified School District entered into a School Facilities and Funding Agreement with Rancho Mission Viejo Community Development, LLC to provide a K-8 school for 1,200 students to support the planned community housing development of Sendero and Esencia, being developed by Rancho Mission Viejo Community Development. The housing development and school will be adjacent to the Larkspur Ranch and Sendero developments in the east portion of the district service area, north of Ortega Highway. Funding for the facility would come in part from the fees collected from the development and future state funding. The original scope of the project was based on the school district purchasing and receiving state funding for this school. As of now, the state does not have any funds available. If a state bond passes in 2016, the school will be designed to be eligible for state funding.

The school will be designed to allow for classrooms to either be of permanent, modular, or if budget requires, portable units. The site will be planned to allow for the potential temporary interim housing for 400 additional students to accommodate future growth in the development phases. This would bring the total site capacity, temporarily, to 1,600 students.

Due to the original projections of the developer on the square footage for the new school and the budget that was developed for the project, the District will have limited options to include all the potentially desired spaces for programs such as STEM labs that were initially discussed, but consideration can be given to

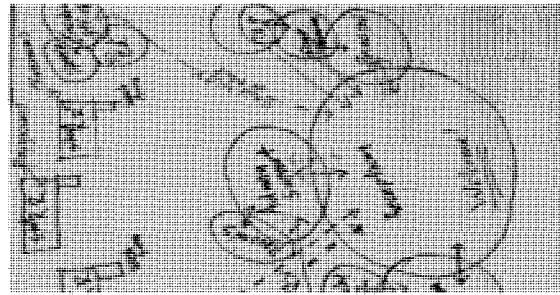
add these spaces in the future. The administration, food service with exterior storage, and a multi-functional media center/innovation lab will be designed in permanent facilities to accommodate 1,200 students. Locker rooms for K-8 grades will be included.

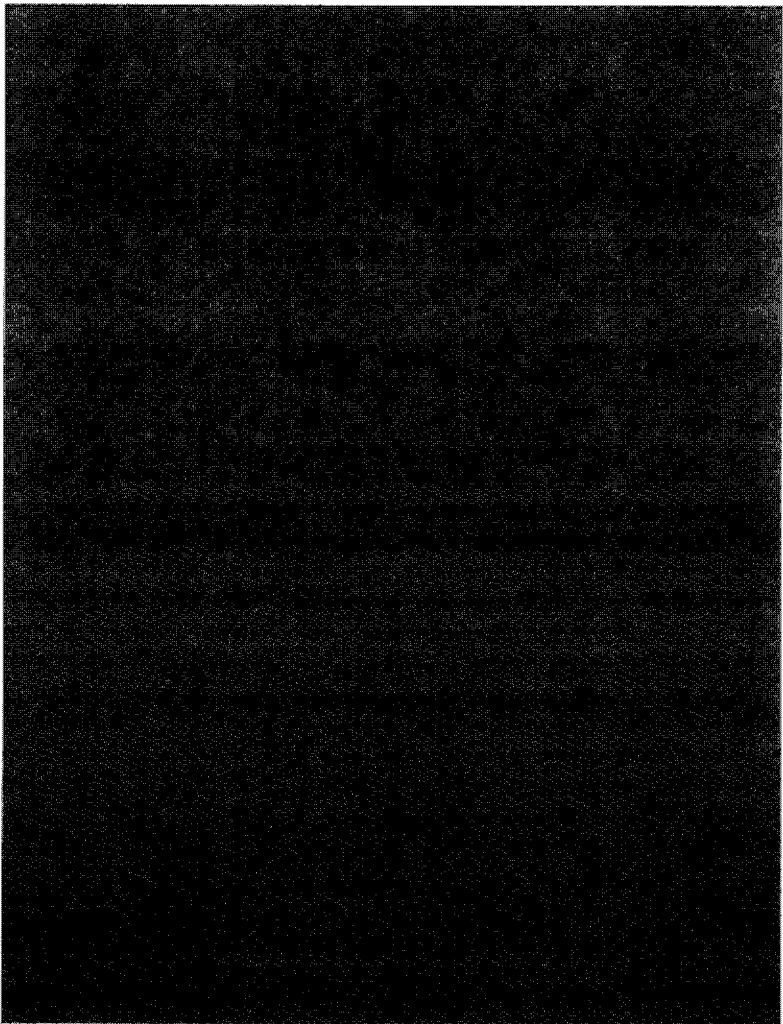
Joint use fields and playgrounds will be built on both school district property and the development joint use site. Fields will be built to meet CDE requirements. Those fields and playgrounds will not be used simultaneously by the school and community, multi-sportable. There will also be a joint use multi-purpose building on the development community property, which will be designed to house a total of 1,300 students and adults for assemblies and other school program uses.



The planning process for the new K-8 school included multiple meetings with Rancho Mission Viejo Community Development, LLC. The District also formed a ten-person District steering committee, which included two board members, to review the project parameters and discuss project concepts and expectations. The steering committee acknowledged the limitations of the budget and stated that all desired spaces and facility features would not be able to be included in the initial project.

Additional input for the new K-8 school was gathered from a broad group of stakeholders including the MCA, who will be a partner in the after-school program, PTA, representation, curriculum expertise, and representatives from Special Education, the Preschool Program, Technology, Food Service, Maintenance and Operations. Transportation and Safety and Security, information about the project was shared, and input and ideas were discussed. As the design of the school progresses, the District will have opportunities to continue to refine District expectations and details in the final design documents.





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SECRET

## Section 2

# District Educational Approach

15



2) Communications:  
Communicate with, and engage students, parents, employees, and community members in District wide and community-specific decisions.

**3) Facilities:**  
Optimize facilities and learning environments for all students.

## K-8 Grade Configuration

Esencia will be a neighborhood school where students progress from Transitional Kindergarten through eighth grade together. Research indicates that students benefit from the K-8 school environment, and some 40% of California schools serving 6-8 graders are in K-8 schools.

Studies show:

- Students at K-8 schools show greater growth in achievement.
- Parents and teachers at K-8 schools show significant satisfaction.
- Smaller numbers of students per grade level, which is typical of K-8 schools, increase achievement.
- Reduced numbers of transitions from school to school increases student achievement.

## Instructional Program

The instructional program is designed to ensure that all students K-8 are provided opportunities for academic growth to be college and career ready. The program will ensure students are provided a broad course of study, which includes visual and performing arts courses, a wide array of elective offerings, as well as Career

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#### English Language Development

The program goal is for all students to be college and career ready, including English Learners. The program will provide ongoing English Learners (EL) performance assessment and programs using student performance data and stakeholder input to drive improvement. The program goal is to empower and build engagement of English Learner families in educational opportunities and provide TK-8 support for English Learners and their families to access educational options, programs and services.

#### GATE

The Gifted and Talented Education (GATE) program provides programs and services for elementary and middle school students. At the elementary level, a research-based approach clusters groups of students who are identified as GATE in classrooms where teachers deliver differentiated instruction to meet their extended needs. At the middle school level, students who are identified as GATE are placed in accelerated English and social science classrooms where they have opportunities to extend their knowledge and critical thinking skills. The program utilizes depth of knowledge strategies to support students who are identified as GATE as they work towards meeting or exceeding the California State Standards.

#### Preschool

The Early Childhood program provides programs and services for children ages 3-5 and offers a variety of half-

day and part-time classes. Instruction is developmentally based, which prepares children for school. The program is aligned with the philosophy that there is a continuum in the eight domains of learning that begins in preschool and continues through eighth grade.

#### After School Program

Working in conjunction with various community agencies, the school and district provide both after school care and enrichment opportunities for students in grades K-8. The after school services and programs are offered throughout the year to effectively meet the needs of the school community.

#### Parent/Family/Community Involvement

In accordance with district policy, the school and district recognize that parent, family, and community involvement contributes greatly to student achievement. Therefore, the school and district include parent and community involvement strategies, including parent advisory councils, parent teacher conferences, community forums, and parent education activities, as a key component of K-8 schools. The school and district provide meaningful opportunities at all grade levels for parents and the community to be involved in district and school activities, advisory, decision-making, and advocacy roles, and activities to support learning at home.



The new Escondido K-8 school will *special learning environments throughout the campus to provide resource support for all students with easy access to their home-based classroom.*



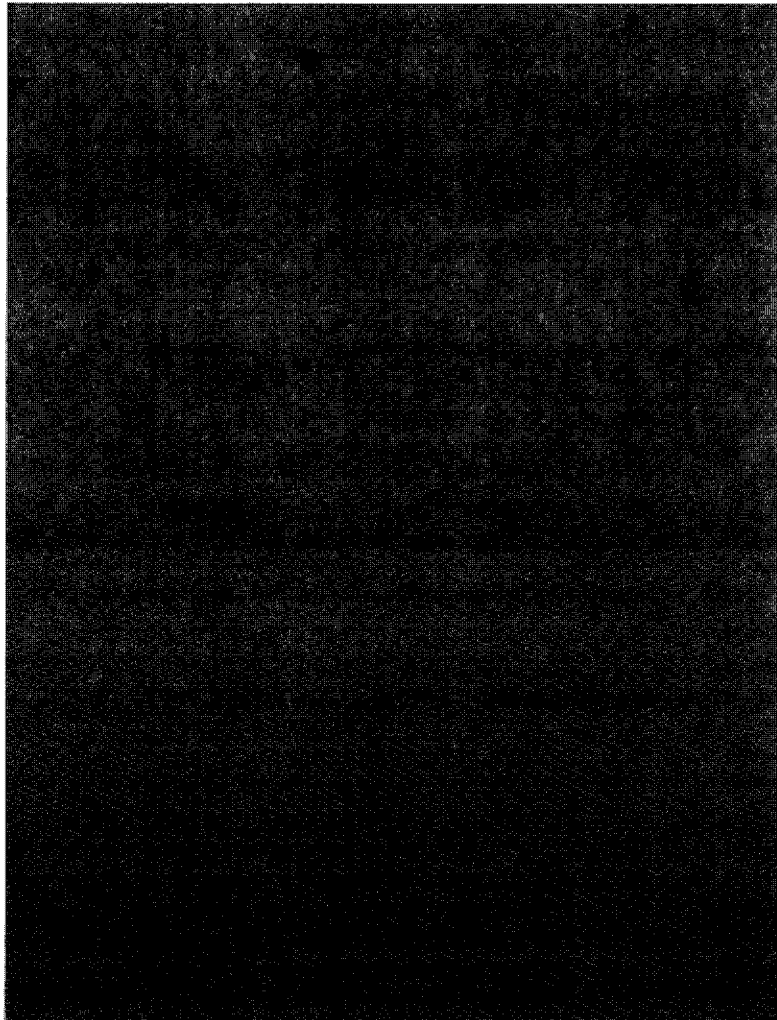
The mission of the school, and the District, is to improve teaching and learning through the meaningful use of technology in its classrooms. Students will be technologically empowered, lifelong learners who are prepared to enter the workforce. The following principles guide the technology program:

- Technology is a tool, which supports and develops communication of ideas, problem solving, critical thinking, and collaborative work skills that support the State Standards.
- The use of technology encourages active, independent, lifelong learning.
- Teachers must be supported in their use of technology with continuous staff development, coaching and technical assistance.

The District strives to provide all students with access to current technology, which is essential for meeting the requirements of the State Standards and preparing students for success on the Smarter Balanced Assessments. The District has a one-on-one classroom initiative in grades fourth and fifth at the elementary level and in grades sixth, seventh and eighth in both Main and English Language Arts in the middle school level. In addition, Bring Your Own Device (BYOD) programs are available where our local parent support groups have partnered with schools to provide increased access to technology.

## Section 3

# Planning Overview and Design Guidelines







Although it is often said, "A good teacher can teach and mentor anywhere," today's on-going research illustrates a connection relationship between the conditions and design of school facilities, and behavior and learning. An individual's relationship with spaces and their surroundings can not only improve the quality of the individual's experience in that space it can also effect, motivate, and support the desired behavior and education outcome.

Learning is a complex activity that tests students' motivation, mental concentration, and physical condition. Studies have illustrated to increase attendance, improved test scores, and reduced disciplinary problems, the physical environment of a school can make a difference in a student's educational experience. Studies also show a relationship between safe, secure, and well-maintained schools and performance, attendance, and drop-out rates. The physical setting of a school can provide both students and staff with a sense of comfort and well-being creating a desire to want to be at that school.

The physical environment created for learning has a great opportunity to guide and encourage the type of transparent culture envisioned for the school and reflective of the District's Vision, Mission and WEL's. Elements of an environment can offer support or hinder desired behavior, creating patterns for the way we act, as well as interact with others. For example, if we want to foster communication and interactive dialog, we need to re-formate that with small areas for informal

conversations and impromptu learning spaces both indoors and outside. If we want to encourage flexible group project work and learning, the furniture, acoustics, and available spaces need to allow for a variety of group arrangements. Providing transparent glazing and visible learning areas emphasizes the desire for transparency and open sharing among teachers, students, and administration on the campus. It also promotes sharing of work and accomplishments and allows for students to learn by observing each other.

The flexibility of space and furnishings can encourage creative approaches to learning and team work, rather than restricting process, thought, and project development. Students need to feel empowered to rearrange and create a space that suits their needs for project development and learning styles.

Personalization of space also allows individuals to take ownership of that area, which leads to both a sense of responsibility and pride. Research shows that when students participate in the creation of a space, students actively participate in maintaining their school. In addition, personalization of an environment can provide students with a sense of identity and belonging.

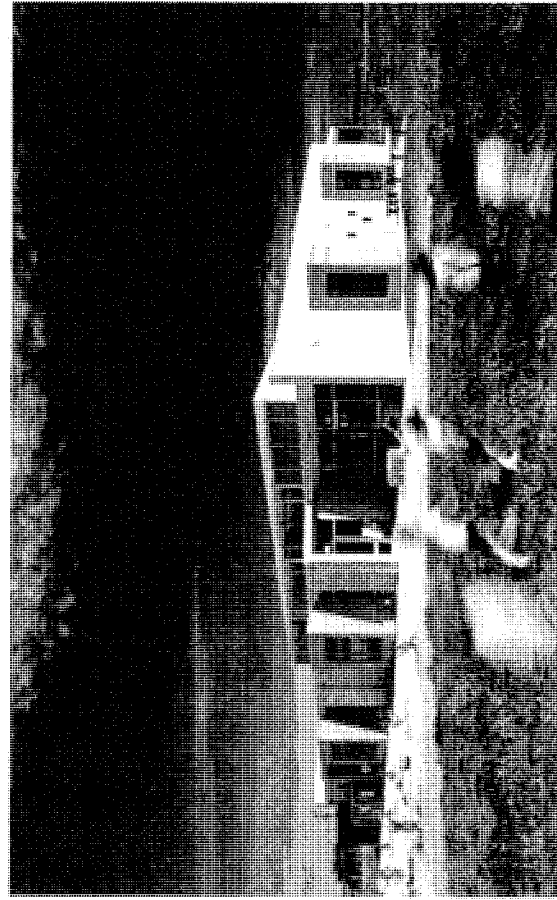
It may be as simple as a child noting that he or she is part of the cluster or is part of a theme classroom. Some say it is this personalization that will give a space a human scale rather than an institutional feeling. Individuals feel at home in a personalized space and will relax and respond differently than when they feel they are in a more sterile or formal environment. Displays of art, gardens, personalized signage, graphic identity and color, are all ways to include learner-focused identity and personalization.

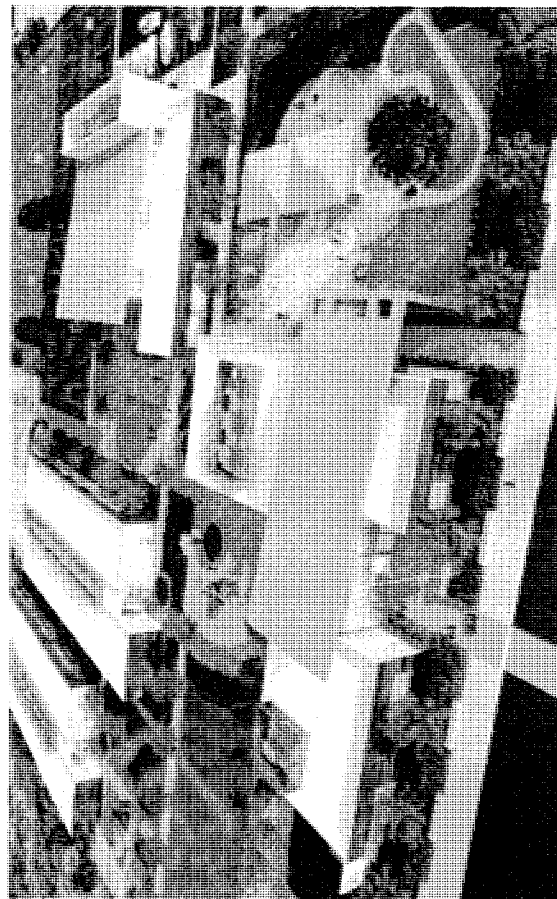
The same type of space does not support all the types of activities that take place during a day of learning. While interaction and collaboration are often needed for group work, quieter places for individuals to focus on a complex task are just as important. Individuals have different learning styles, and their special needs and modes of concentration vary. A school environment needs to be sensitive to the needs of all individuals to provide every student with the opportunity to realize their potential. Gathering areas for students to present their work to larger groups needs to be available at all times to encourage presentations and open discussion. Storage space and locations for project storage will not only keep spaces neater and safer for circulation, but will help both students and staff remain organized as they approach their work.

Location is a component of the physical environment that impacts human behavior and interactive patterns. Providing alcoves and proximity for those that

should collaborate is important to encourage the desired interaction. A defined smaller area where the same group of people can gather and work, allows for increased interaction with the same people, promoting familiarity and comfort, just as with a smaller neighborhood.

A physical environment can also symbolize certain qualities, values, and personal experiences. A learning facility has the opportunity to symbolize hope, opportunity, or stability for students or create negative feelings as well. Perhaps one of the biggest impacts of safe, comfortable and inspiring schools is that they communicate a message to students that they are respected and special individuals and that their personal success is important to their community.





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The main entrance to the school will be located adjacent to the Administration Office so that visitors, including parents, must come through the Administration to sign in and enter on to the campus. This secured main entry should be obvious to visitors and designed so it can be locked at desired times of the day. The campus access points are important cues for building interface for the users, and will be developed with security of the campus and occupants in mind. The entry provides a first impression and communicates a message about the school. It will welcome both visitors and students. Other entries to the campus will also be developed with visual cues and labeled with signage. The student entry will be scaled to allow large groups of students (20-40) to flow through the entry at a given time period without crowding.

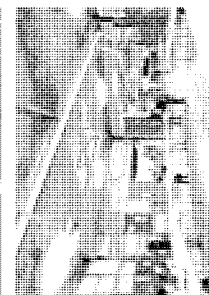
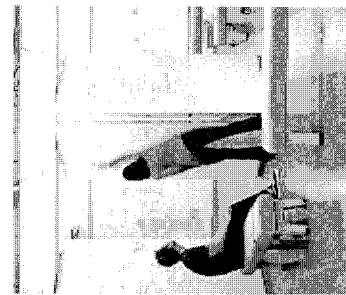
The school will be zoned to allow for public use with controlled access points from more private school spaces and functions. Public use spaces such as the Administration and play fields will have entrances that could be accessed after school hours without allowing access to the entire campus. These areas will be located close to accessible parking. Parents will be able to pick up students from the after school program. There will be a clear and direct pedestrian pathway connecting to the housing development port use multi-purpose building and the joint-use fields.

Classrooms will be ideally arranged around outdoor common space to allow for open supervision. The

administration entry will provide a safe and secure space for students as access to the campus in a controlled environment. Primary grades will be grouped together, and if possible, the lower grades will be close to Transitional Kindergarten (TK) and Kindergarten to allow for cross grade classes and sharing. Preschool, TK, and Kindergarten classrooms will have their own play area and separate parking area where parents can park and walk students to the playground or classroom. Upper grades will also be grouped together and slightly away from lower grades.

The drop-off/pick-up zone is the most challenging area of a school when students are outside of walking distance to the school. The zone will be located away from visitor parking to avoid pedestrian circulation crossing the vehicular drop-off zone. The drop-off zone will be located away from busy streets and intersections, as vehicles will back up beyond the drop-off line on the site.

Consider sheltered student circulation and opportunities for socialization both inside and outside buildings. These are great areas for student displays and impromptu gathering and learning spaces.



## CLASSROOM FURNITURE, INCLUDING: SEATING AND STORAGE

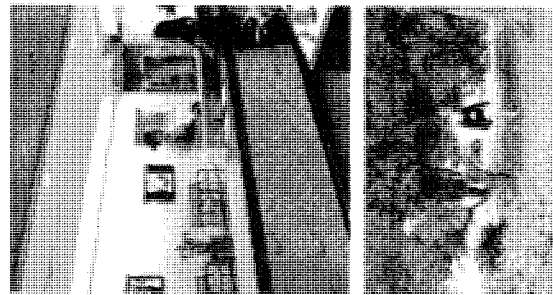
Providing flexibility for any educational facility will be standard design practice. While it is difficult to know how our world, technology, culture and public education may change in the next 15-20 years, we do know it will change. While there are certain grade configurations established for the schools now, these may change in the future. Any new building structure and partition system between rooms should allow for easy future layout modifications. The site master plan allows for school expansion for increased enrollment of at least 400 additional students as the community expands.

Changes in needs for the Escondido K-8 school and classrooms will not only occur from year to year, but also from day to day, to support the project-based hands-on learning that will be critical for the implementation of the Common Core Standards. Spaces and furnishings will provide flexibility for easy modification throughout the day to accommodate a variety of activities and instructional methods, created for different topics and projects. Class size will vary depending on current funding, technology tools, and curriculum delivery. The groups of students who use the school initially may be totally different than those who use it in the future, therefore art, colors and cultural references should be able to be modified in the future.

Consideration for flexible and movable furnishings in classrooms and offices for storage and support of current technology and instruction methods rather than fixed casework, is a factor in the design of the new

K-8 school. This will lead itself to adapting to future change. Moveable but durable furniture will also allow staff to reconfigure learning spaces to individual students' learning styles and support all students in the way they best learn. Flexible furnishings, and even storage units, will empower students and teams to personalize their space, providing another opportunity to create a sense of ownership in their educational journey. Tables and chairs will be easily moved from a group presentation configuration to small group discussions and individual focused work. While there is a focus on collaboration in project work, students will still need to have space for individual, quiet focus and study. Creating flexible furnishings and storage is an easy and economical way to provide spaces that support the current educational approach.

Common spaces throughout the school should also be adaptable for multiple uses to maximize the usage of all square footage. Spaces, such as the media center, will be planned to support a multitude of student activities such as presentations, school fairs, project sharing, and meetings. Mobile tables on casters and light weight, high density stacking chairs will provide flexibility as well as comfort. Storage for these items should be included to assist with the flexibility of this space. Even outdoor spaces, including the dining area, should allow for flexibility and shared use to maximize the limited interior square footage of the school.



The District goal is to provide a warm and nurturing school environment. Both active and passive security design features will be used to create a safer school environment.

Large curves in buildings, hidden alcoves, large bushes and other large landscaping features provide potential hiding spaces for both school intruders and students will be avoided. Student circulation between classes, lunch, and recess are often periods of student disruption, so proximity of spaces to limit circulation and create open circulation pathways that can easily be monitored are important to the security of the school. The position of the Administration and Principal's Office for control of the site and entry is critical. Everyone who enters the site will have to pass through the Administration for access to the rest of the campus when school is in session.

Active security systems include surveillance cameras, motion detectors, and alarm systems. The District will provide the campus with up-to-date approaches that are appropriate for the school, but much of the security and safe feeling of the campus will be provided by creating personalized learning environments where students and staff know each other and hold each other accountable for behavior and caring for their space. An atmosphere of trust and respect is a critical element in creating a safe and secure learning environment.

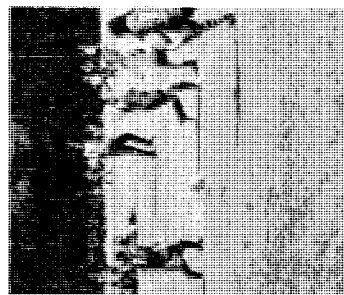


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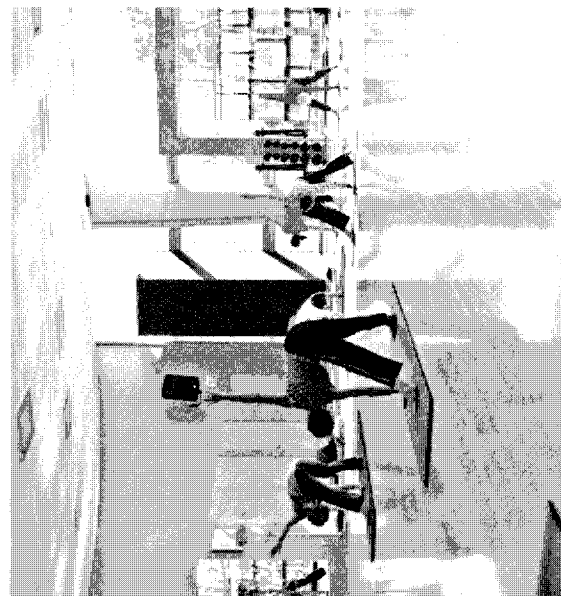
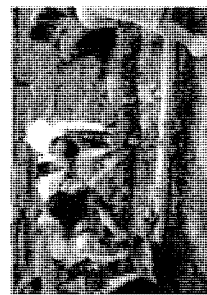
The design layout and design of the school will center on the educational concept of project-based learning and the integration of the Common Core Standards in the curriculum. The type of furniture, technology, and equipment used in the school will be important to support the learning activities, curriculum, and desired district culture. The following guidelines will be considered:

- Include mobile tables and furniture that support collaboration. Classrooms and labs are designed around the concept of collaboration between students as well as staff. Furniture on mobile casters is a benefit. Students and staff in the classroom should be encouraged to re-arrange the learning environment to meet the current learning and project needs for that day. The furniture will allow for semi-instant learning environments to be created for all learning styles. While furniture for learning is important, furniture also needs to be provided for more independent, quiet work.
- Provide simple technology power throughout all rooms to support technology and equipment. Provide charging stations for laptops, tablets, interactive pad carts, and other technology tools should be included in the design. Consideration of management of electrical cords and cables must be included in the design layout and furniture selection. Cords can be a major tripping hazard in classrooms and labs.
- Provide easy access to the latest technology tools for all subjects and staff in all locations.

- Allow the physical learning space to go beyond the classroom and extend into circulation pathways with social interactive nooks, display, and tangibility to observe students as they work. Corridor space and outdoor space will be an extension of the classroom with windows to the classrooms and labs when possible. Space supporting formal large and small group presentations will be included throughout the school. This will be accomplished with light-weight standing chairs, mobile vertical writing surfaces, and mobile laptop storage. Students have suggested having technology integrated into the table tops or marketplace surfaces on mobile tables.
- When possible, consider classrooms that open up to each other with doors or movable walls and are adjacent to small group rooms and outdoor learning areas, which assist in creating flexible project areas that support mobile learning styles. The flow of learning spaces should support core teaching within the area for grades 1, 3, 4, 5, and 6-8.
- Consider mobile storage units which can be more easily modified or replaced in the future as technology and storage needs evolve rather than fixed casework. Storage units on casters can provide educators to create smaller learning spaces within a larger space.
- Develop gathering areas with emphasis on spaces to support small groups of 3-8 and groups of 30-40 students. This encourages more student participation and interaction rather than always having to meet in a large assembly space.

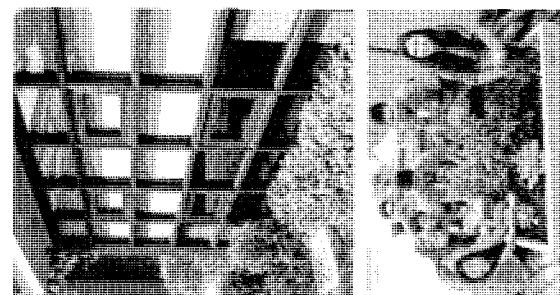
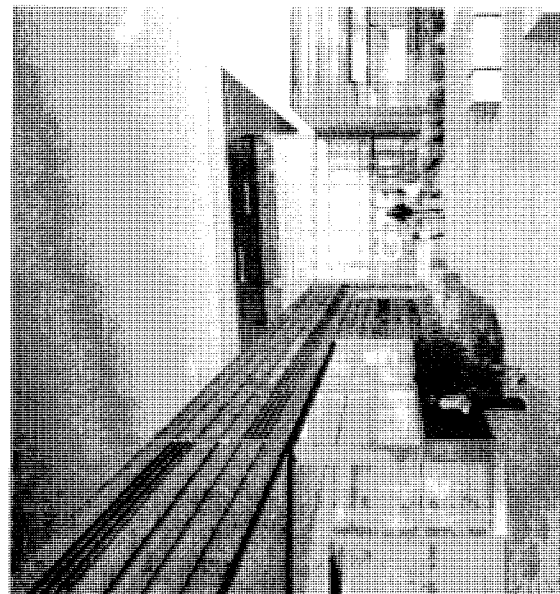


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The District believes that a school is an extension of the community and is committed to supporting the community and encourage participation with school events and celebrative opportunities. The school will be designed with zones for public use, close to adequate visit for parking and easy access to the Administration and Media Center, with the layout having limited access to all other areas of the school for security reasons. The play fields will be used for community activities, independent of school functions, and therefore will be located for easy community access.

Parents may also volunteer at the school or wish to speak to classes for special presentations. Parents often need to pick up a sick child or quickly drop off information to the Administration. The District may want to bring community and industry leaders to the school for mentoring and speaking events. Therefore, parking for visitors and parents, with easy access to the main entrance, should be included in the site layout to encourage and facilitate parent and community involvement. The school will also share a multi-purpose building and is able to work with the District's existing development, adjacent to the campus.



# SECTION 03

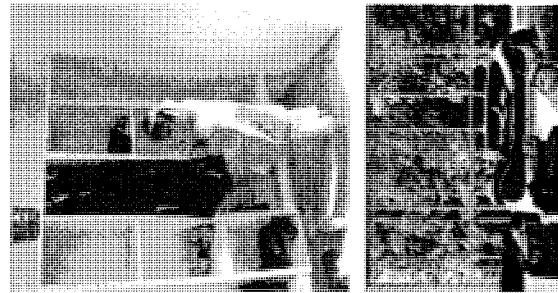
The District desires to provide high performance, economically operational schools for their students and community, and raise the ecological consciousness of their students and staff through the development of sustainable facilities. The design of the school should consider creative and cost effective opportunities for sustainable building practices that can assist in balancing the carbon footprint, controlling waste production, and water conservation.

The facility design, or redesign, should consider features that will incorporate sustainable practices and develop environmental awareness in the school curriculum. Examples could include a garden or outdoor science area, exposed sections of building systems of the building, recycling/reuse bins, or possibly rainwater collection systems.

A high performance school should be:

- Healthy, safe, and secure
- Thermally, visually, and acoustically comfortable
- Energy, material, and water efficient
- Environmentally responsive to the site, climate, and community
- Easy and cost effective to operate
- A teaching tool
- A community resource for such things as recycling





The school organization and design will be developed with the focus on meeting student needs and creating an environment that will both nurture and stimulate the learners. Voice educational facilities should support the teachers and staff and provide spaces that serve the community, the school's primary user, who must perform every day, is the student. Too often the students do not have a voice in the development of the design and the adults involved in the process can have a different perspective on what they would like to see in a facility.

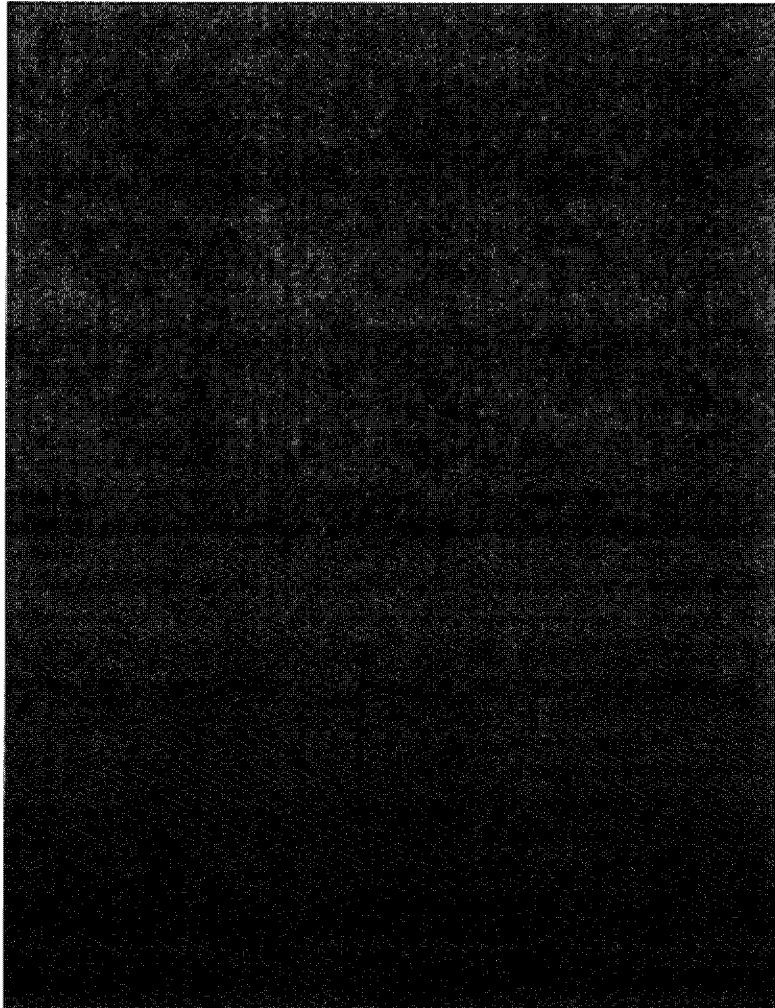
Spaces will support a variety of learning styles of students so all students can engage in that meaningful learning experience. We know all students learn in different ways. Some students will prefer to do more independent work while others may require direct one-on-one or small group instruction. Learning spaces need to allow for hands on, project-based learning, and encourage students to explore subjects beyond what the initial requirements may be.

Most of today's students are competent with a variety of technology tools and will expect to use such tools in their daily learning. Spaces should have the latest technology tools as part of the environment with one-to-one devices. Technology can also support the students in sharing their projects with both their local and global community. This can expand the reputation of the school and the District beyond the walls of the local community.

- Student considerations will include:
- Storage for students' personal belongings, including books, clothes for backpacks and coats
  - Appropriate restroom facilities where students can ensure personal hygiene
  - Quiet or semi-private spaces to allow students privacy to express their emotions
  - Comfortable furniture that supports ergonomics for a particular age group
  - Plenty of space to move without being crowded
  - Spaces to do busy work in a professional manner
  - Easy access to food service that allows for time to eat and visit with friends
  - Covered spaces from weather conditions for circulation and play
  - Indoor and outdoor spaces where students can socialize and relax

## Section 4

# Program Spaces and Descriptions



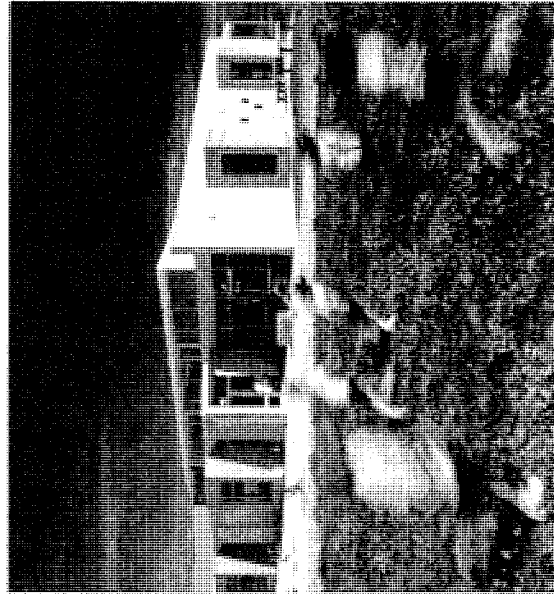
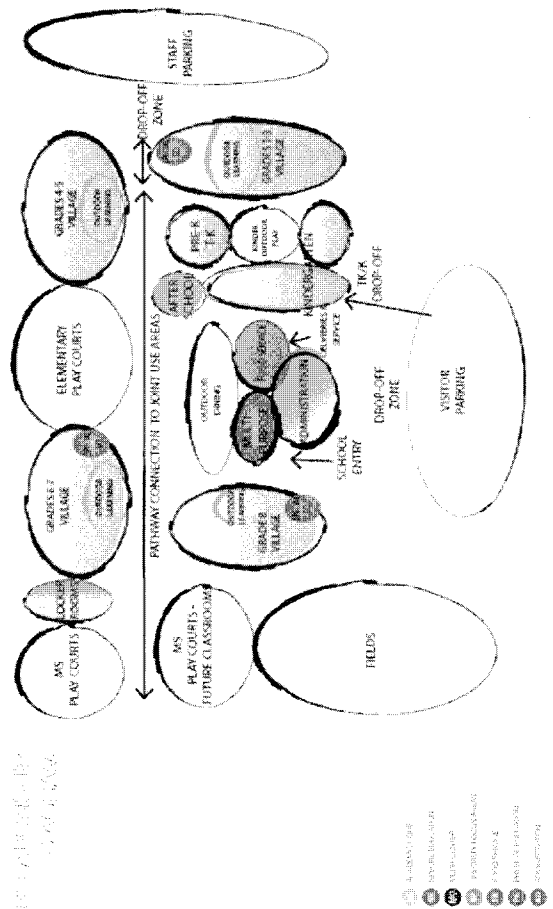
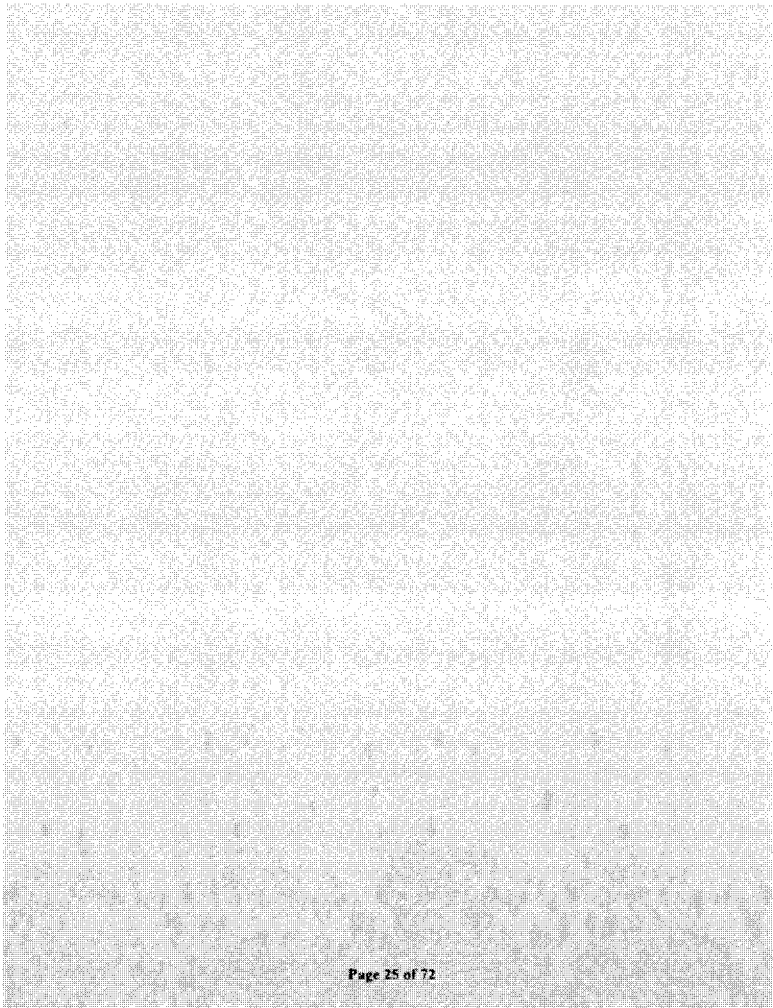
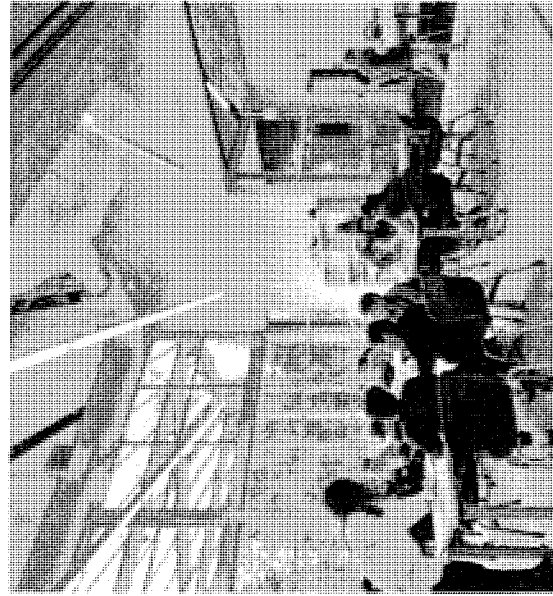


Figure 1 illustrates the experimental setup. A subject is seated at a table, looking at a video screen. A video camera is positioned above the screen to record the subject's hand position. A light source is positioned to the left of the screen. A target is positioned on the screen. The subject's hand is positioned near the target. The diagram shows the relative positions of the subject, camera, screen, light source, and target.

PROGRAM SPACE		TEACHING STATION	AREA
	Academic Classroom Space	45	48,920
	Special Education	3	3,730
	Physical Education	0	3,475
	Administration/Food Service/Mail Center	0	11,855
	Custodial	0	1,020
	Building Services	0	3,405
	Subtotal for K-8 School	48	72,595
	Calculation for Administration/Food Service Building 15%		1,793
	Space Contingency		1,452
	<b>Total for K-8 School</b>		<b>75,840</b>
	Covered Outdoor Space		10,303



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### New 1st-8th K-8 Academic Core

PROGRAM SPACE	QUANTITY	SQ. FT.	AREA
Kindergarten/classrooms (includes restrooms & storage)	6	1,350	8,100
Preschool and Transitional Kindergarten (Alternates)	2	1,350	2,700
Classrooms for grades 1-5	25	960	24,000
Classrooms for grades 6-8	9	960	8,640
Science Labs (includes prep room)	2	1,300	2,600
Flexible/adaptable classrooms with storage	2	1,440	2,880
Total program sq. ft. for Pre-K-8 academic core	-	-	48,920

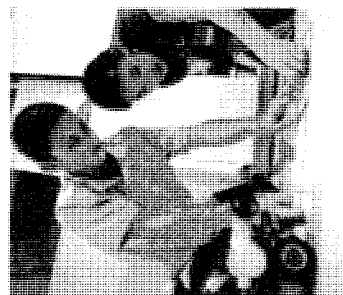
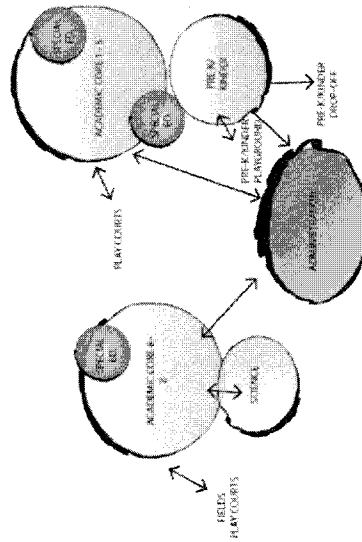


FIGURE 10-10  
NEWARK SCHOOL





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### TK + KINDESGARTEN CLASSROOM

#### GENERAL CONCEPT AND ACTIVITIES

Kindegarten classrooms will be used for the transitional Kindegarten and Kindegarten programs with flexibility to support other programs in the future. One classroom will support the preschool program. The rooms should be designed with a semi layout. Teacher directed activities as well as independent student activities are interwoven into the program. A variety of activities take place in the classroom, including large and small group instruction, sitting on the floor listening to teachers and other students, reading, playing games, interactive activities with manipulatives both on the floor and at a table or counter, engaging in art projects, playing instruments, singing, movement, etc. Students will have access to computers and chrome book tablet technology. Movement activities are included in the curriculum to develop gross motor development, coordination, and balance. Child exploration with sand and water, often at a sand/water table, develop and strengthen sensory skills. Creativity and imagination are encouraged. Teachers will focus on group work utilizing visual display boards. There may be opportunities for cross-age teaching and learning with first grade.

Access to the outdoors will be important for outdoor learning and exploration. Students will use the adjacent outdoor areas for development of additional social and motor skills.

Students will need direct access to restrooms from

the classroom and staff will assist in teaching personal hygiene. Teachers may need to change students' clothing and help with special health needs for individual students.

Parents may bring their children directly to the Kindegarten play area, so parking close to the Kindegarten area is important.

#### PRIMARY AND SECONDARY USERS

- Teachers
- Students
- Parents

#### RELATIONSHIP AND ORGANIZATION

TK and Kinder classrooms should be grouped around a multipurpose room or common in proximity to first and second grade classrooms. This allows for easy access to the appropriate play areas, and encourages cooperation between students of different ages, and instructional staff of different grades. This grouping allows for shared facilities, such as bathrooms and storage. Classrooms are located close to a separate parent drop-off area for young children. Consider expansion space in the area that would allow for the flexibility to add kindegarten classrooms in the future.

#### FEATURES OF THE SPACE

- Workroom storage/closet on area adjacent to classroom

- Classrooms should allow for visual observation of play area
- Student restrooms are self-contained within the classroom with access to the outdoor play area
- Consider scale of environment for young children

#### ENVIRONMENTAL SOUND CONTROL

- Walls, minimum STC 50
- Ceilings, minimum CAC 35, NRC .70

#### WRITING / DISPLAY SPACES

- Magnetic markboards
- Textable wall surfaces

#### FLOORING

- Carpet in majority of room
- Resilient flooring in portion of room by door and sink

#### WINDOWS / DOORS

- Exterior windows that provide maximum natural daylight without heat gain - position for outdoor view
- Shading devices - consider sensors
- Vision panel in doors
- Dual cylinder classroom lock for safety

#### CASEWORK

- Safety hooks or open compartments for lunches and backpacks at a height for students (24"-30") near the entrance but outside of classroom for student loading
- Communication upper and lower cabinets with sink at 24"

- Teacher material storage along one wall
- Consider for seating for rocks and manipulatives

#### LIGHTING

- Maximize natural daylight
- Overhead fixtures - recessed, where possible (LED)
- Energy efficient light switches with split controls
- Light sensors

#### PURVIEWING

- Sink with cold water at appropriate ergonomic height for young students
- Drinking fountain at sink
- Restrooms with direct access to classroom
- Adult size toilet - automatic flush

#### ELECTRICAL

- 2 duplex receptacles on each wall in addition to power for computers/technology
- 2 duplex receptacles above base cabinets
- HVAC
- Energy efficient HVAC unit pack located outside classroom to avoid mechanical noise

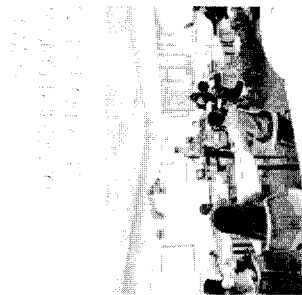
#### TECHNOLOGY / COMMUNICATIONS

- Wireless access for public and private networks
- 2 computer desks for student use
- 1 computer drop for teacher use

- 1 permanently mounted short throw digital projector
- Plug-in for wall mounted large flat screen monitors
- Teacher's audio sound-field system with teacher and student microphones

#### FURNITURE FOR THE SPACE

- Tables and ergonomic chairs
- Mobile drop seating unit for storage and classroom dividers (24"D x 42"H - on locking casters)
- Small workstation and task chair
- Comfortable chairs or beanbag chairs for reading
- Sand/water table



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### GRADE 1-5

#### GENERAL CONCEPT AND ACTIVITIES

The classroom learning environment should be learner-focused, while supporting the teaching staff. Student needs in each classroom may vary throughout the life of the school, depending on current educational philosophies, economic conditions, and grade level of students. Ideally, Grades 1-5 will have under 33 students in each classroom. The classroom design should be flexible to adapt to multiple curriculum and delivery modes in the future, as well as support multiple learning styles and various individual student needs. The space should allow for a variety of activities and layouts that could change throughout the week or day. There will be an emphasis on hands-on learning and collaboration. Mobile, durable furniture that is easy to move and reconfigure should be considered. A single teacher or multiple staff may be providing instruction and support in this room. There will also be student lead activities.

Activities will include large and small group instruction, learning, and independent work. Adjacent outdoor learning areas with tables and seating can extend the classroom space. While direct class instruction may exist in a presentation mode for a portion of the day, students will also be engaged in project-based, hands-on learning, group reading, art, science, and dramatic arts. The room will display and store student projects and provide the latest technology tools. Access for all students to technology tools for constant use will be important.

Windows to circulation space and adjacent support spaces should be considered to allow for transparency and student observation.

#### PRIMARY AND SECONDARY USERS

- Teachers
- Students
- Parents
- Community partners/visitors

#### RELATIONSHIP AND ORGANIZATION

These classrooms should be grouped around a designated zone that will provide security. Classrooms should ideally have easy access to support spaces. Classrooms should also be close to student restrooms. Access to outdoor extended learning areas should be considered in the layout. Ideally, groupings of classrooms would allow for close proximity of grades K-2 and 3-5.

#### FEATURES OF THE SPACE

##### ENVIRONMENTAL SOUND CONTROL

- Walls, minimum STC 63
- Ceilings, minimum CAC 35, NRC 70

##### WRITING / DISPLAY SPACES

- Magnetic marker boards
- Lockable wall surface on one wall

#### FLOORING

- Carpet in portal area or area rug
- Resilient flooring

#### WINDOWS / DOORS

- Exterior windows that provide maximum natural daylight without heat gain
- Sliding devices - consider sensors
- Doors with vision panel in door
- Dual cylinder classroom lock for safety

#### CASEWORK

- 30-34 safety hooks or open compartments for lunches and backpacks at a height for students near the entrance outside the classroom - verify exact quantity during design
- Lower cabinets with sink
- Teacher material storage along 1 wall
- Consider low shelving for books and student project storage and materials

#### ELECTRICAL

- 4 duplex receptacles on each wall in addition to power for computers/document cameras
- 2 duplex receptacles above base cabinets

#### HVAC

- Energy efficient HVAC unit pack located outside classroom to avoid mechanical noise

#### TECHNOLOGY / COMMUNICATIONS

- Wireless access for public and private networks
- 2 computer carts for student use
- 1 overhauled desk for teacher use
- 1 permanently mounted screen throw digital projector
- Consider rough-in for wall mounted large flat screen monitors
- Consider teacher's audio sound-field system with teacher and student microphones

#### FURNITURE FOR THE SPACE

- Mobile tables and ergonomic chairs to support flexibility
- Lockable deep shelving units for storage and classroom lockers (42" D x 42" H - on locking casters)
- Stair workstation and task chair
- Comfortable chairs, barback chairs, or pillows

#### PLUMBING

- Sink with both water and bucket



GRADE 5-8

GENERAL CONCEPT AND ACTIVITIES

The classroom learning environment should be learner-focused, while supporting the teaching staff. Student seating in each classroom may vary throughout the life of the school, depending on current educational philosophies, economic conditions, and grade level of rooms ranging from 24-36. Upper grades will ideally serve no more than 26 students. The classroom design should be flexible to adapt to multiple curriculum and delivery models in the future as well as support multiple learning styles and various individual student needs. The space should allow for a variety of activities and layouts that could change throughout the week or day. There will be an emphasis on project based learning and collaboration. Mobile, durable furniture that is easy to move and reconfigure should be considered. A single teacher or multiple staff may be providing instruction and support in this room. There will also be student lead activities.

Activities will include large and small group instruction, learning, and independent work. Adjacent outdoor learning areas can extend the classroom space. While direct class instruction may exist in a presentation mode for a portion of the day, students will also be engaged in project-based, hands-on learning, reading, art, science, and dramatic arts. The room will display and store student projects and provide the latest technology tools. Access for all students to technology tools for constant use will be important. Consider windows to circulation

space to allow for transparency and student observation.

PRIMARY AND SECONDARY USES

- Teachers
- Students
- Parents
- Community partnerships

RELATIONSHIP AND ORGANIZATION

These classrooms should be grouped around a designated zone that will provide security. Classrooms should ideally have easy access to support spaces. Classrooms should also be close to student restrooms. Access to outdoor extended learning areas should be considered in the layout. Ideally, groupings of classrooms would allow for close proximity of the 6-8 grades. Classrooms adjacent to each other and to the play fields.

FEATURES OF THE SPACE

ENVIRONMENTAL SOUND CONTROL

- Walls: minimum STC 50
- Ceilings: minimum CAC 35, NRC .70

WRITING / DISPLAY SPACES

- Magnetic markerboards
- Tackable wall surface on walls

FLOORING

- Carpet in partial area or area rug
- Resilient flooring

WINDOWS / DOORS

- Exterior windows that provide maximum natural daylight without heat gain
- Swinging devices - consider sensors
- Doors with vision panel in door
- Dual cylinder classroom lock for safety

CASEWORK

- Safety hooks or open compartments for lunches and backpacks at a height for students near the entrance - verify exact quantity in design
- Communication upper and lower cabinets with sink
- Teacher material storage
- Consider low shelving for books and student project storage and materials - this could also be loose furniture

ELECTROAL

- 4 duplex receptacles on each wall in addition to power for computers/document cameras
- 2 duplex receptacles above base cabinets

HVAC

- Energy efficient HVAC unit pack located outside classroom to avoid mechanical noise

TECHNOLOGY / COMMUNICATIONS

- Wireless access for public and private networks
- 2 computer drops for student use
- 1 computer drop for teacher use
- 1 permanently mounted screen throw digital projector
- Consider rough-in for wall mounted large flat screen monitors in certain areas
- Consider teacher's audio sound-field system with teacher and student microphones

FURNITURE FOR THE SPACE

- Mobile tables and ergonomic chairs for flexibility
- Mobile shelving units for storage and classroom displays (24"D x 42"H - on locking casters)
- Stair workstation and task chair
- Comfortable chairs, teaching chairs, or pillows

PLUMBING

- Sink with cold water and hot water

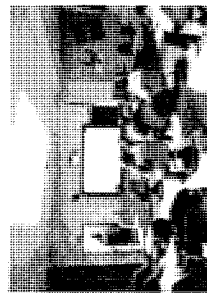


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## SCIENCE

### GENERAL CONCEPT AND ACTIVITIES

The science lab for the school would provide for science instruction for the upper grade students. This lab a space that will be used primarily for science instruction. The science lab features a laboratory design consistent with middle school curriculum requirements, as well as applicable safety requirements. Activities will include hands-on projects, experiments and lab projects, as well as large and small group instruction demonstrations and multimedia presentations. Chrome books and other types of technology will be used. The lab should accommodate 32-46 students per lab with lab teams of ideally four students. An adjacent outdoor learning area with tables and seating, a garden area, or access to wetlands can enhance the science lab environment.

### PRIMARY AND SECONDARY USES

- Students
- Teachers
- Guest speakers

### RELATIONSHIP AND ORGANIZATION

The science labs should be located close to the upper grade classrooms and ideally with access to an outdoor science area.

### FEATURES OF THE SPACE

- Accommodations for safety equipment: fire extinguisher, first aid kit, master disconnect valve for

### gas

- Secure storage area for volatile, flammable, and corrosive chemicals that is in accordance with the District's Hazardous Materials Storage Policy
- Appropriate ventilation for hazardous materials that emit noxious fumes, including high volume purge system in the event of accidental release of toxic substances which may become airborne
- Exhaust fume hood in classroom
- Eye wash, deluge shower station with drain in floor below
- Two exits

### ENVIRONMENTAL SOUND CONTROL

- Walls: minimum STC-50
- Ceilings: minimum CAC 35, NRC 70

### WRITING / DISPLAY SPACES

- Magnetic markerboards
- Two sets wall surface of handboard

### FLOORING

- Chemical-resistant sheet flooring with integral base

### WINDOWS / DOORS

- Exterior windows that provide maximum natural daylight without heat gain - coordinate with lab casework
- Shading devices - consider sensors

- Doors (2) with vision panel in door
- Dual egress classroom lock for safety

### CASWORK

- 6-8 lab stations accommodating teams of 4, with epoxy resin counters/integral sinks
- Wall cabinets for science equipment - consider depth required for microscopes
- Teacher demo station with integral computer workstation, sink, and gas
- 1-2 tall cabinets for equipment storage and display

### LIGHTING

- Natural daylighting - maximize
- Overhead fixtures - indirect, where possible (LED's)
- Energy efficient light switches with light controls
- Light sensors

### PLUMBING

- Lab sinks with hot and cold water - vacuum breakers
- Emergency shower / eye wash
- Gas connection with master shut-off for gas
- Acid waste plumbing - avoid under sink drain out if possible - create sampling port for monitoring in lieu of central neutralizing tank if permitted by local authorities

### ELECTRICAL

- 2 duplex receptacles on each wall in addition to power for computers/technology
- Duplex receptacles above casework and demo station

### HVAC

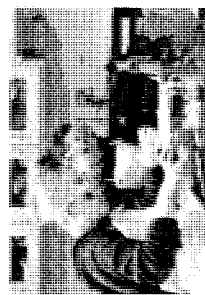
- Energy efficient HVAC unit pack w/ appropriate air exchange
- Manual exhaust

### TECHNOLOGY / COMMUNICATIONS

- Wireless access for public and private networks
- 2 computer drops for student use
- 1 computer drop for teacher use at demo station
- 1 permanently mounted short throw digital projector (to potentially be added in the future)
- Rough-in for wall mounted large flat screen monitors
- Teacher's audio sound-field system with teacher

### FURNITURE FOR THE SPACE

- Movable lab tables with rear taps
- Ergonomic stools or chairs
- Mobile cart for lab supplies and/or plants, animal cages, etc.



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### SHARED SCIENCE PREF/STORAGE GENERAL CONCEPT AND ACTIVITIES

The Science Pref/Storage room should function as a lab prep room and science equipment storage, and will be used by both staff and students to gather supplies for a class lab. The space could also be used for student make up labs and tests, and support independent projects.

#### PRIMARY AND SECONDARY USES

- Students
- Teachers

#### RELATIONSHIP AND ORGANIZATION

The room would ideally be located between the two Science Labs.

#### FEATURES OF THE SPACE

##### ENVIRONMENTAL SOUND CONTROL

- Walls: minimum STC-50
- Ceilings: minimum CAC-35, NRC .70

##### WRITING / DISPLAY SPACES

- Tackboards

##### FLOORING

- Chemical resistant sheet flooring with sealed seams and knee base

#### WINDOWS / DOORS

- Exterior windows that provide maximum natural daylight without heat gain - position for outdoor view
- Window choices - consider sappers
- Doors with vision panel in door
- Dual cylinder classroom lock for safety

#### CASEWORK

- 1-2 lab stations with epoxy resin counter tops/integral sinks
- Wall cabinets for science equipment - consider depth required for microscopes
- 1-2 full cabinets for equipment storage
- Analyze proposed chemical use in labs and consider if chemical storage cabinets are required

#### LIGHTING

- Overhead fixtures
- Energy efficient light switches
- Light sensors

#### PLUMBING

- Lab sinks with hot and cold water - vacuum breakers
- Gas connection with master shut-off for gas
- Acid waste plumbing central neutralizing tank as permitted by local authorities

#### ELECTRICAL

- 2 duplex receptacles on each wall
- D-Box mechanisms around lab casework
- Power for technology charging station

#### HVAC

- Energy efficient HVAC unit pack
- Manual exhaust

#### TECHNOLOGY / COMMUNICATIONS

- Wireless access for public and private networks

#### FURNITURE FOR THE SPACE

- Seol
- Mobile cart for lab supplies



STAIRWAYS

## OUTDOOR LEARNING SPACE

### GENERAL CONCEPT AND ACTIVITIES

The concept of the outdoor learning space is to provide a supplement and alternative to indoor learning environments. Research has shown that the natural outdoor learning environment has positive benefits for learning and academic performance. These positive impacts of outdoor activities are particularly strong when they are an integral part of all curriculum. Outdoor learning space not only brings a sense of respite and calm, possibly impacting the stress levels of both students and teachers, but also provides the perfect open environment for experiential learning. Southern California can provide a wonderful opportunity to use outdoor space for learning environments providing natural laboratories for science, agriculture, engineering, performance, as well as core academic subjects. Outdoor learning environments create a strengthened relationship with our natural world as we strive to develop a culture of student environmental stewardship with our youth. It is the natural classroom that can promote environmental literacy.

These outdoor learning spaces on the campus can expand the typical school learning environment beyond the built classroom square footage providing additional space for large and messy projects, movement and dance, or just having a quiet space for team collaboration or quiet reading. These spaces can be clustered by age groups and should consider sight lines and supervision. Ideally some of these spaces would be

located just outside the classroom to allow students to easily access the outdoors. Since San Juan Capistrano does experience warm weather during the spring and fall, many of these areas will need shade with trees or sun shelters. Planning and landscape should also be considered in the development of these areas to maximize the use. If the area gets too much direct sun or too hot it will not serve its purpose.

### PRIMARY AND SECONDARY USES

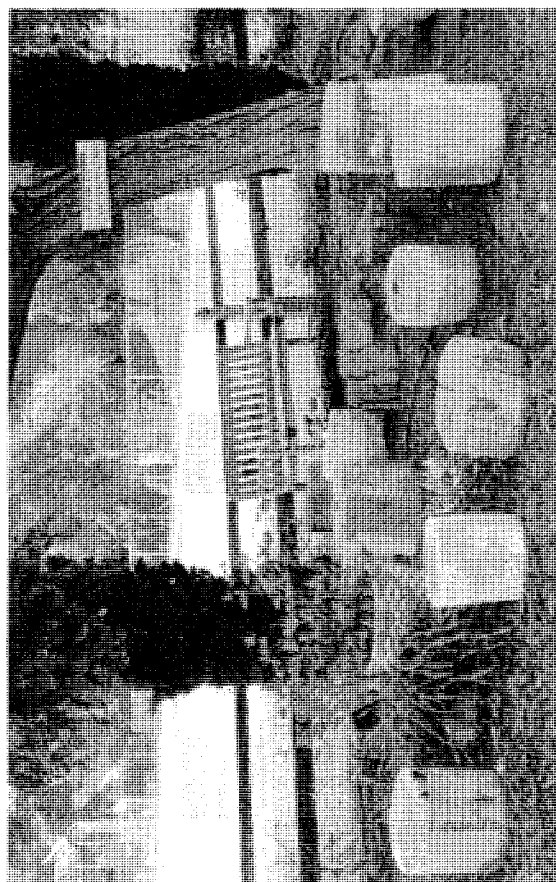
- Teachers
- Students
- Teacher's aides
- Parents

### RELATIONSHIP AND ORGANIZATION

Ideally these areas would be just outside classrooms but they could also be in other locations on the site such as by the media center and science rooms.

### FEATURES OF THE SPACE

- Shade will be critical to the success of these spaces
- Outdoor student



# STUDENT RESTROOMS

## GENERAL CONCEPT AND ACTIVITIES

These multi-purpose restrooms will provide students with facilities for use during the school day. The ideal restroom combination for this District would include boys and girls restrooms with a shared plumbing wall/chase for toilets, with washing could take place outside the restrooms in a shared open area for both boys and girls for supervision of washing and easier maintenance. This would be more efficient for the primary grades. Multi-purpose wash facilities would be placed in this area with towel dispensers and trash receptacles. Restrooms should be located to separate different age groups. In some restrooms hand-washing areas may also be inside the restroom space.

## PRIMARY AND SECONDARY USES

- Students
- Staff will supervise washing area

## RELATIONSHIP AND ORGANIZATION

These restrooms should be located with easy access to the academic core so students have to travel minimal distance to get to a restroom. If possible, consider having restrooms accessible from the playground area. There should also be restrooms adjacent to the dining area.

## FEATURES OF THE SPACE

### ENVIRONMENTAL SOUND CONTROL

- Walls: minimum STC 50
- Ceilings: minimum CAC 0.5, NRC .70

### WRITING / DISPLAY SPACES

- None

### FLOORING

- Porcelain tile with dark epoxy grout

### WINDOWS / DOORS

- No windows

### CASEWORK / EQUIPMENT

- Hooks for backpacks and personal items
- Restroom accessories - Paper towel dispenser and trash receptacle

### LIGHTING

- Overhead fixtures (LEDs)
- Energy efficient light sources
- Light sensors

### PLUMBING

- Lavatory with hot and cold water
- Toilets
- Plumbing clean, which ideally would have a door for access

## ELECTRICAL

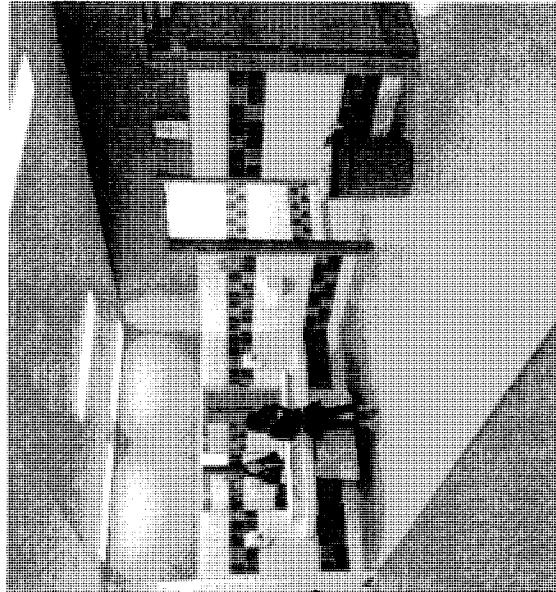
- D,flex receptacle on two walls

## HVAC

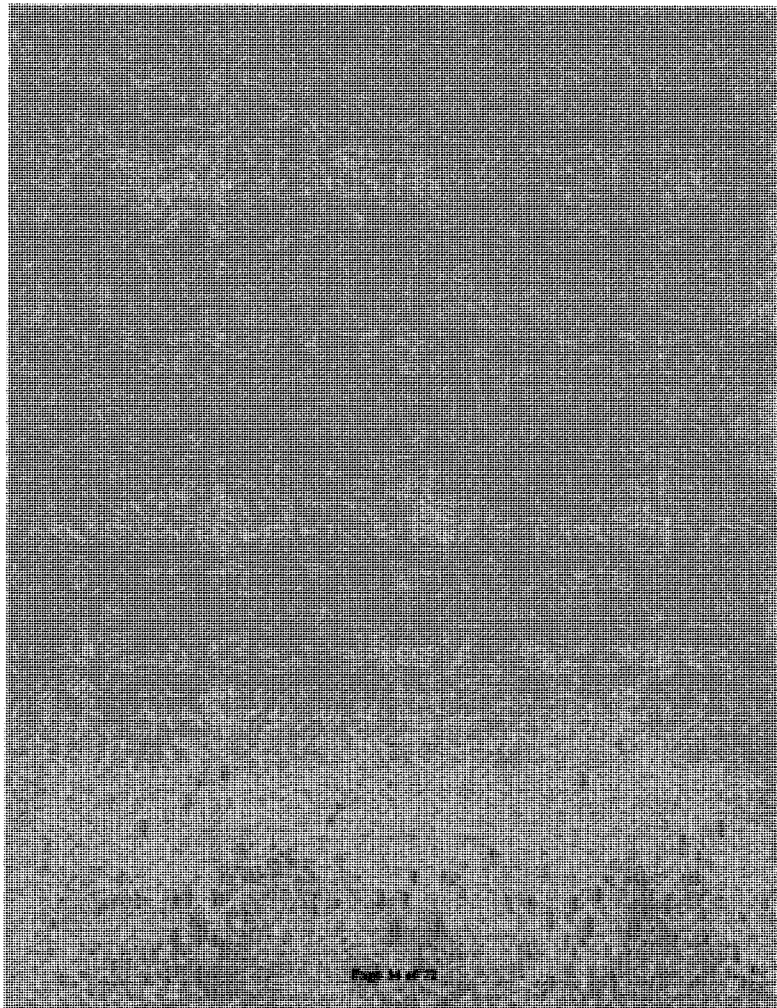
- Energy efficient HVAC unit pack
- Exhaust

## FURNITURE FOR THE SPACE

- None

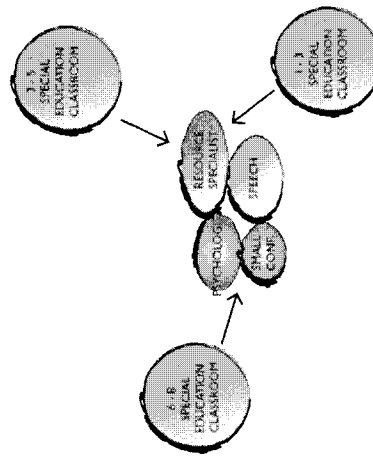
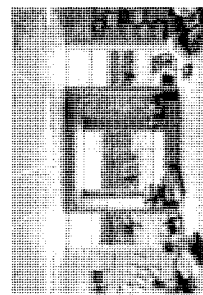
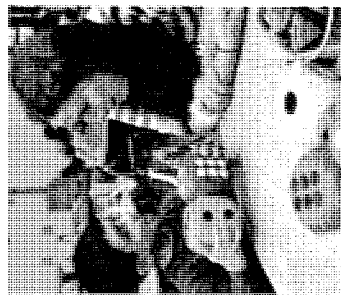


SECTION 01  
CUSTOMER SERVICE



### New Facility K-8 Special Education

PROGRAM SPACE	QUANTITY	SQ. FT.	AREA
Special needs support classroom/learning lab	3	960	2,880
Speech/language	2	250	500
Psychologist	1	150	150
IEP Conference Room	1	200	200
Total program sq. ft. for K-8 Special Education			3,730





### SPECIAL NEEDS CLASSROOM/LAB GENERAL CONCEPT AND ACTIVITIES

In order to serve the needs of students with special needs these classrooms provide a more appropriate environment for learning with extra support. The school will provide these classrooms/learning labs according to grade separations. Activities will be similar to class activities but may involve more teacher or aid support.

#### PRIMARY AND SECONDARY USES

- Students
- Teachers
- Teacher's aides

#### RELATIONSHIP AND ORGANIZATION

This classroom should be integrated into the academic core area with other general classrooms.

#### FEATURES OF THE SPACE

##### ENVIRONMENTAL SOUND CONTROL

- Walls: minimum STC 50
- Ceilings: minimum CAC 35 NRC .70

##### WRITING / DISPLAY SPACES

- Magnetic whiteboards
- Tackable wall surface on all walls

#### FLOORING

- Area rugs
- Resilient flooring

#### WINDOWS / DOORS

- Exterior windows that provide maximum natural daylight without heat gain
- Sliding devices - consider sensors
- Doors with vision panel in door
- Dual ejective classroom lock for safety

#### CASEWORK

- 24/76 safety hooks or open compartments for lunches and backpacks near the classroom exterior entrance
- Combination upper and lower cabinets with sink
- Low for material storage - this could be mobile or fixed
- Consider shelving for books and storage - this could be mobile or fixed

#### LIGHTING

- Natural daylighting - maximize
- Overhead fixtures - indirect, where possible (LEDs)
- Energy efficient light switches with split controls
- Light sensors

#### PLUMBING

- Sink with cold water and faucet

#### ELECTRICAL

- 4 duplex receptacles on each wall in addition to power for computers/document camera/technology
- 2 duplex receptacles above base cabinets

#### HVAC

- Energy efficient HVAC unit pack located outside classroom to avoid mechanical noise

#### TECHNOLOGY / COMMUNICATIONS

- Wireless access for public and private networks
- 2 computer desks for student use
- 1 computer desk for teacher use
- 1 permanently mounted short throw digital projector
- Consider rough-ins for wall mounted flat panel screen monitors
- Consider teacher's audio sound-field system with teacher and student microphones

#### FURNITURE FOR THE SPACE

- Tables and ergonomic chairs
- Some large desks for students to work independently and not be distracted
- Mobile deep shelving units for storage and classroom dividers (24"D x 42"H - on locking casters)
- Staff workstation and chair
- Comfortable chairs or kneeling chairs





SPEECH LANGUAGE  
GENERAL CONCEPT AND ACTIVITIES

This space will provide an office and meeting area where the speech pathologist can meet with students, parents, and other staff. This space will primarily be used to provide instruction to several students or one student at a time. Good acoustics are crucial in this room. This room will serve multiple grade levels.

PRIMARY AND SECONDARY USES

- Staff
- Students
- Parents

RELATIONSHIP AND ORGANIZATION

This room ideally would be ideally be located in a central area to all the academic grade levels with easy access from classrooms.

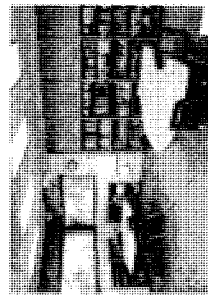
FEATURES OF THE SPACE

ENVIRONMENTAL SOUND CONTROL

- Walls: minimum STC 50
- Ceiling: minimum CAC 35, NRC .70

WRITING / DISPLAY SPACES

- Magnetic markerboard
- Tackable wall surface or tackboard



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FLOORING

- Carpet

WINDOWS / DOORS

- Ideally would have extra windows that provide maximum natural daylight without heat gain
- Seating devices
- Doors with vision panel in door
- Dual cylinder classroom lock for safety

CASEWORK

- Tall cabinets with adjustable shelves
- Staff wardrobe with coat/curse hook, 2-3 tie drawers, and adjustable shelves

LIGHTING

- Natural daylighting if possible
- Overhead fixtures - recessed, if possible (LED)
- Freely efficient light switches with split controls
- Light sensors

PLUMBING

- None required although a sink would allow for expanded flexibility of this space

ELECTRICAL

- 2 outlet receptacles on each wall in addition to power for computer and at staff workstation

HVAC

- Energy efficient HVAC unit located outside classroom to avoid mechanical noise

TECHNOLOGY / COMMUNICATIONS

- Wireless license for public and private networks
- 1 computer drop for teacher use
- 2 computer drops for student use

FURNITURE FOR THE SPACE

- Workstation area where staff will use a computer, laptop computer or other technology device reducing telephones
- Table and 5-6 student chairs
- Staff workstation and storage
- Staff task chair
- Adult guest chair





### PSYCHOLOGIST'S OFFICE

#### GENERAL CONCEPT AND ACTIVITIES

This office will serve a school psychologist who may, or may not be on a site full time. The office should have the flexibility to allow for use by other department staff if needed. There should be a space in this office to allow a staff member to meet with a student for one on one discussions, as well as having meetings with 1-2 parents. Tests may also be administered in the room. This space will also provide an area for storage of personal belongings and files.

#### PRIMARY AND SECONDARY USES

- Administrative staff
- Parents
- Students
- Staff

#### RELATIONSHIP AND ORGANIZATION

This space would ideally be located close to classrooms since the psychologist will primarily be servicing students, but could also be located in the administrative suite depending on existing conditions of site. The office should be able to be accessed directly from a corridor or from the exterior without going through another occupied space. Parents may need to access this room as they enter onto the campus so the space should be easy to find.

#### FEATURES OF THE SPACE

##### ENVIRONMENTAL SOUND CONTROL

- Walls: minimum STC 60
- Ceilings: minimum CAC 35, NRC .70

##### WRITING / DISPLAY SPACES

- Small marketplace or writing surface would be beneficial
- Taskboard

##### FLOORING

- Carpet

##### WINDOWS / DOORS

- It would be beneficial to have exterior windows for natural light
- Shading devices if there are exterior windows - consider sensors
- Doors with vision panel
- Dual cylinder lock for safety

##### CASEWORK

- None

##### LIGHTING

- Natural daylighting if possible
- Overhead fixtures - indirect, if possible
- Energy efficient light switches
- Night sensors
- Consider task lights at workspace

#### PLUMBING

- None

#### ELECTRICAL

- Data racks/cables on each wall in addition to power for computer/printer
- Data racks/cables at workspace

#### HVAC

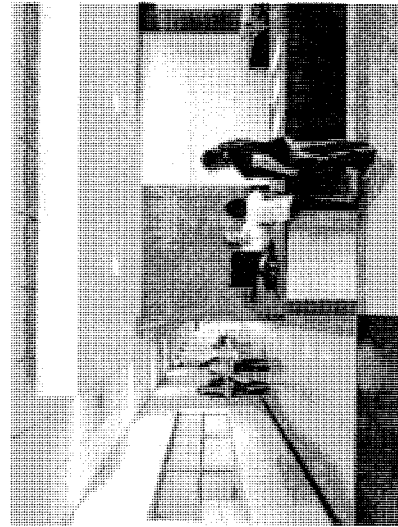
- Energy efficient HVAC unit pack

#### TECHNOLOGY / COMMUNICATIONS

- Wireless access for public and private networks
- Computer drop at workspace

#### FURNITURE FOR THE SPACE

- 3-4 guest chairs
- Small conference table
- Task chair
- Workstation with storage



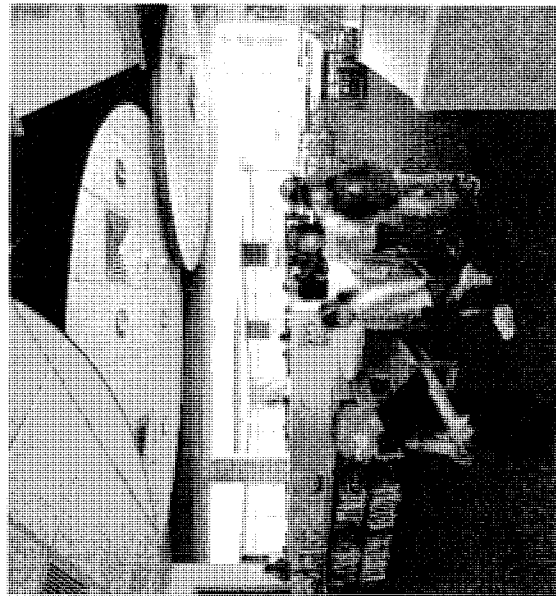
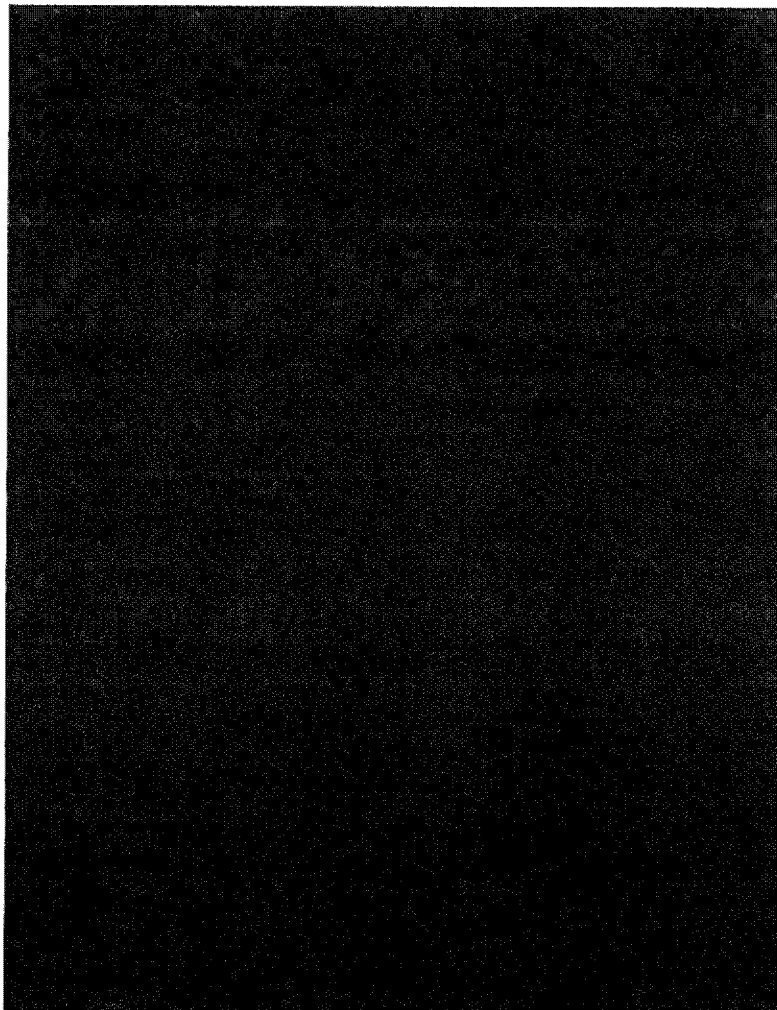


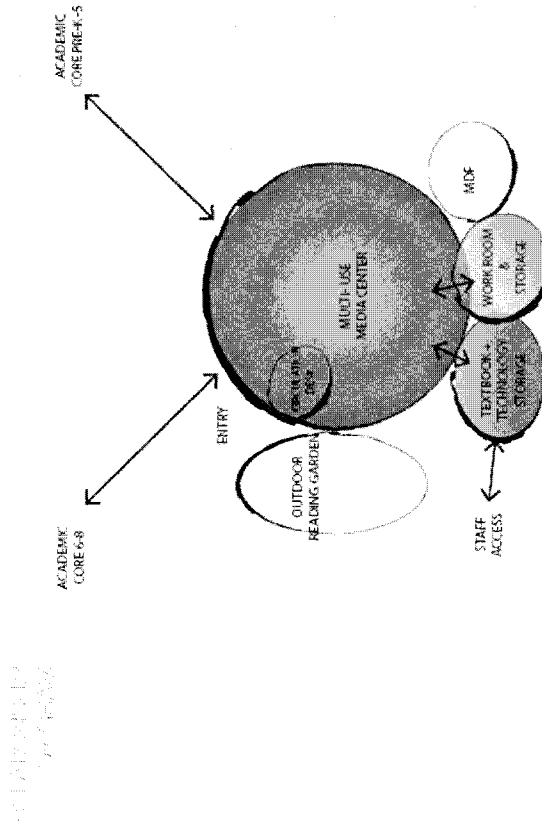
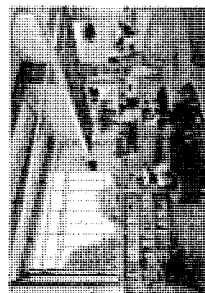
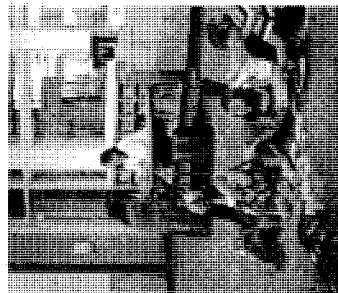
Fig. 1. The family of the Duke of Devonshire, 1890s. The Duke is in the center, flanked by the Duchess and their children.



New Escondido K&K Innovation Center

PROGRAM SPACE	QUANTITY	SQ. FT.	AREA
Main reading/discussion room or other space	1	3,800	3,800
Workroom/office/storage	1	250	250
Technology/text storage	1	350	350

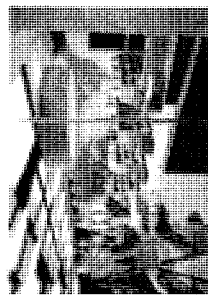
Total program sq. ft. for Pre-K-K Media Center



## MAIN READING/GATHERING ROOM

### GENERAL CONCEPT AND ACTIVITIES

The Main Reading/Gathering Room of the Media Center would function as a central hub for all students for researching and developing project concepts, supporting collaboration, and providing exposure to printed materials and technology. The room should be designed for a variety of activities for both elementary and middle school age students. While the space should be technology-rich with the latest tools for seeking, sharing, and documenting information and ideas, it should also be a space where young students and teachers can read together in a group and older students can share ideas with each other or read a selected book or magazine in a comfortable and informal setting. The room should house the ready reference book collection, the circulation and support desk with good sight lines of the entire room, periodicals, and computers including search stations that can be used quickly. There should also be an area with an interactive board or instruction wall and projector where an entire class could meet for instruction and discussion. The size of this area should be somewhat expandable for larger group meetings. Furniture groupings should support team and independent work as well as class presentations. Students may use this space for homework before and after school. It is space needs to be very flexible to allow for future modifications as the needs and purpose of this type of space evolves in the future.



## WINDOWS / DOORS

- Consider skylights or clerestory windows as an option to provide additional daylight
- Consider interior windows to adjacent interior spaces to allow for supervision and connectivity
- Consider glass entry doors or large vision panels, if possible
- Large exterior windows that provide maximum natural daylight without heat gain - position for outdoor view possibility to reading garden or site visit
- Seating devices - consider sensors
- Doors with vision panels in doors to adjacent spaces

## HVAC

- Energy efficient HVAC unit pack located outside classroom to avoid mechanical noise

## TECHNOLOGY / COMMUNICATIONS

- Wireless access for public and private networks
- Computer carts for student
- 1 computer drop for presentation
- 1 permanently mounted short throw digital projector
- Consider rough-in for wall-mounted large flat screen monitors

## FURNITURE FOR THE SPACE

- Mobile tables and chairs (could be on casters)
- Stations for technology support
- Lounge chairs
- Floor pillows or seating chairs for relaxed reading
- Mobile shelving units
- Large picture book display cubes

## CASEWORK

- Circulation desk with space for computers, technology, book repair, storage and filing - position for good sight lines of the entire space

## LIGHTING

- Natural daylighting when possible
- Overhead fixtures - indirect, where possible (LEDs)
- Energy efficient light switches with split controls
- Light sensors

## PLUMBING

- None

## ELECTRICAL

- 2-3 duplex receptacles on each wall in addition to power for computers and other technology

## PRIMARY AND SECONDARY USES

- Students
- Staff
- Parents
- Community Members

## RELATIONSHIP AND ORGANIZATION

Ideally the Media Center would be central to all academic core areas of the school and positioned to allow access to the space by the community during or after school hours without having the entire campus open to public access. It would be beneficial to have direct access to an outdoor reading area to expand the area of the media center.

## FEATURES OF THE SPACE

### ENVIRONMENTAL SOUND CONTROL

- Walls: minimum STC 50
- Ceilings: minimum CAC 35, NRC 70

### WRITING / DISPLAY SPACES

- Turnable wall space or bookboards
- Display cases and cubies
- Consider an interactive board, writing wall or screens
- Consider an option for large wall-mounted monitors in the space

### FLOORING

- Carpet

**WORKROOM/OFFICE/STORAGE**

**GENERAL CONCEPT AND ACTIVITIES**

The Media Center workroom would serve media center staff and other teachers for cleaning and prepping books for circulation, sorting returned materials, and storing materials and equipment. This could function as a research area for staff as well. This room could also be used by the media specialists' office.

**PRIMARY AND SECONDARY USES**

- Staff

**RELATIONSHIP AND ORGANIZATION**

Identify the Media Center would be adjacent to, and with direct access to the Media Center Main Reading/Gathering room. It may be beneficial to have access from a corridor or outdoor circulation for teacher access and deliveries.

**FEATURES OF THE SPACE**

**ENVIRONMENTAL SOUND CONTROL**

- Walls: minimum STC 50
- Ceilings: in between GAC 35, NRC .7m

**WRITING / DISPLAY SPACES**

- Tasktable

**FLOORING**

- Resilient flooring

**WINDOWS / DOORS**

- Exterior windows are not needed and will only take up valuable wall space
- Interior window to Main Teaching/Gathering Room
- Door with vision panel
- Dual cylinder lock for safety

**CASEWORK**

- Could have some fixed shelving but loose shelving will provide more flexibility for the room in the future
- Tall cabinet and staff wardrobe for storage for media specialist's personal items

**LIGHTING**

- Overhead fixtures - indirect, if possible
- Energy efficient light fixtures
- Light sensors

**PLUMBING**

- None

**ELECTRICAL**

- Power for technology charging station
- 1-2 duplex receptacles on each wall in addition to power for computer

**HVAC**

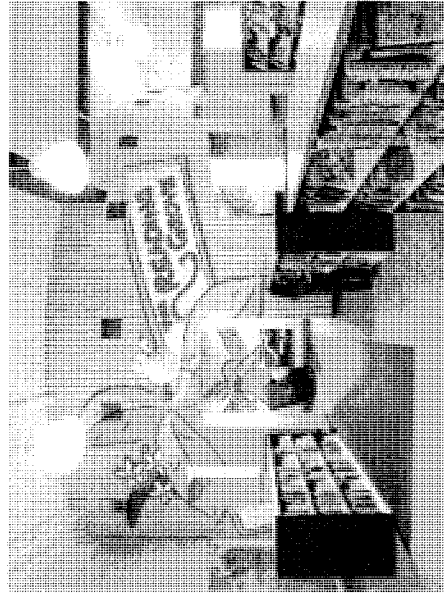
- Energy efficient HVAC unit tank

**TECHNOLOGY / COMMUNICATIONS**

- Wireless access for public and private networks

**FURNITURE FOR THE SPACE**

- Worktable with storage and task chair
- Mobile book storage
- Book carts
- Technology charging station



# SECTION 04

## MAIN DISTRIBUTION FRAME CLOSET

### GENERAL CONCEPT AND ACTIVITIES

This is the hub for the voice, video data distribution and technology control center. The Main Distribution Frame (MDF) room will be connected to Intermediate Distribution Frame (IDF) rooms throughout the campus. The MDF contains racks for data distribution equipment.

### PRIMARY AND SECONDARY USES

- Staff

### RELATIONSHIP AND ORGANIZATION

This space would be located as part of the Media Center but it could be located in another central area of the campus such as the administration area where there is easy access for continued network maintenance and interface. Ideally staff serving the network would not have to interrupt student activities or testing.

### FEATURES OF THE SPACE

- Air and humidity control
- ENVIRONMENTAL SOUND CONTROL
- Walls: minimum STC 50
- Ceilings: minimum CAC 35, NRC .70

### WRITING / DISPLAY SPACES

- None

### FLOORING

- Static dissipating resilient flooring

### WINDOWS / DOORS

- Doors with Vision panel in door

### CASEWORK

- None

### LIGHTING

- Overhead fixtures
- Energy efficient light switches
- Light sensors

### PLUMBING

- None

### ELECTRICAL

- 1-2 duplex receptacles on each wall in addition to power for network racks

### HVAC

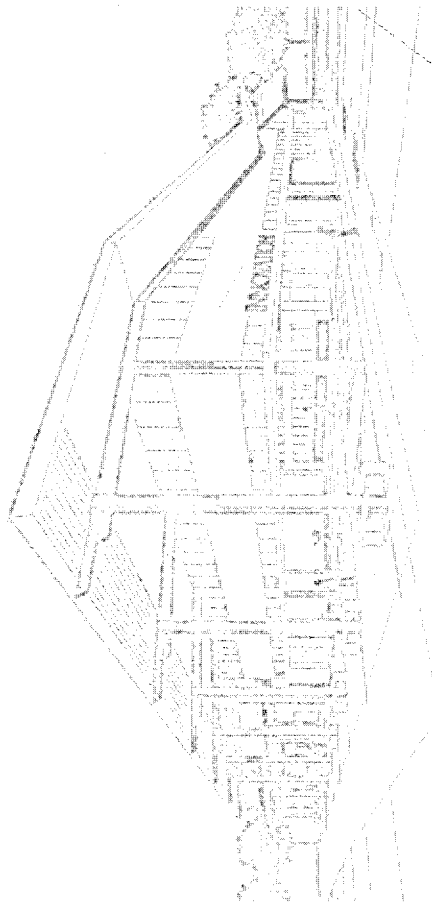
- Appropriate cooling unit for equipment

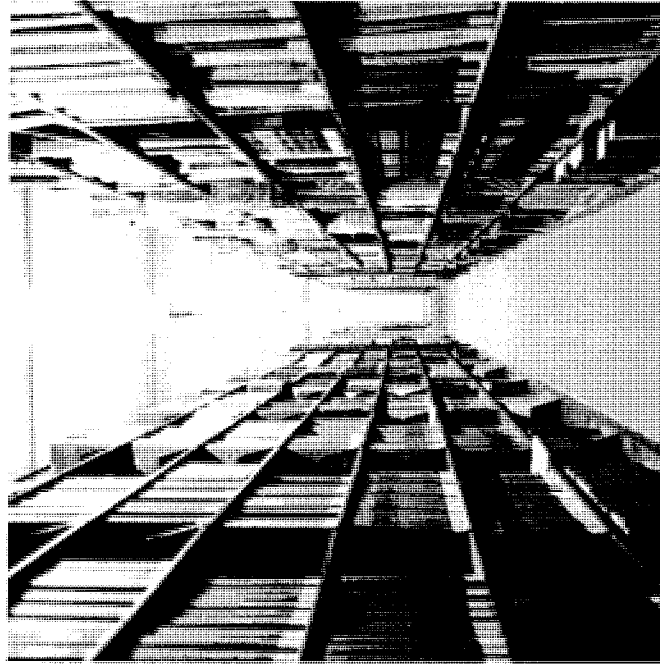
### TECHNOLOGY / COMMUNICATIONS

- Network

### FURNITURE FOR THE SPACE

- Racks





#### TEXTBOOK/TECHNOLOGY STORAGE

##### GENERAL CONCEPT AND ACTIVITIES

This room would function as a support space for a technology support staff for the school, as well as a storage room for technology books and books. This room would also be a storage area for technology devices need to repair. The room should be flexible to allow for modifications so the space can be used for other required needs in the future as needs change.

##### PRIMARY AND SECONDARY USES

- Staff

##### RELATIONSHIP AND ORGANIZATION

It would be beneficial to have this space centrally located to the core academic area and the Media Center.

##### FEATURES OF THE SPACE

###### ENVIRONMENTAL SOUND CONTROL

- Walls: minimum STC 40
- Ceilings: minimum CAC 35, NRC .70

###### WRITING / DISPLAY SPACES

- Small table/board for inventory and posting notes

###### FLOORING

- Sealed concrete

##### WINDOWS / DOORS

- Avoid windows to maximize wall space for shelving
- Door with vision panel in door
- Dual cylinder lock for safety

##### CASEWORK

- None

##### LIGHTING

- Overhead fixtures
- Energy efficient light switches
- Light sensors

##### PLUMBING

- None

##### ELECTRICAL

- 1-2 duplex receptacles on each wall in addition to power for technology charging stations

##### HVAC

- Energy efficient HVAC unit pack

##### TELEPHONE / COMMUNICATIONS

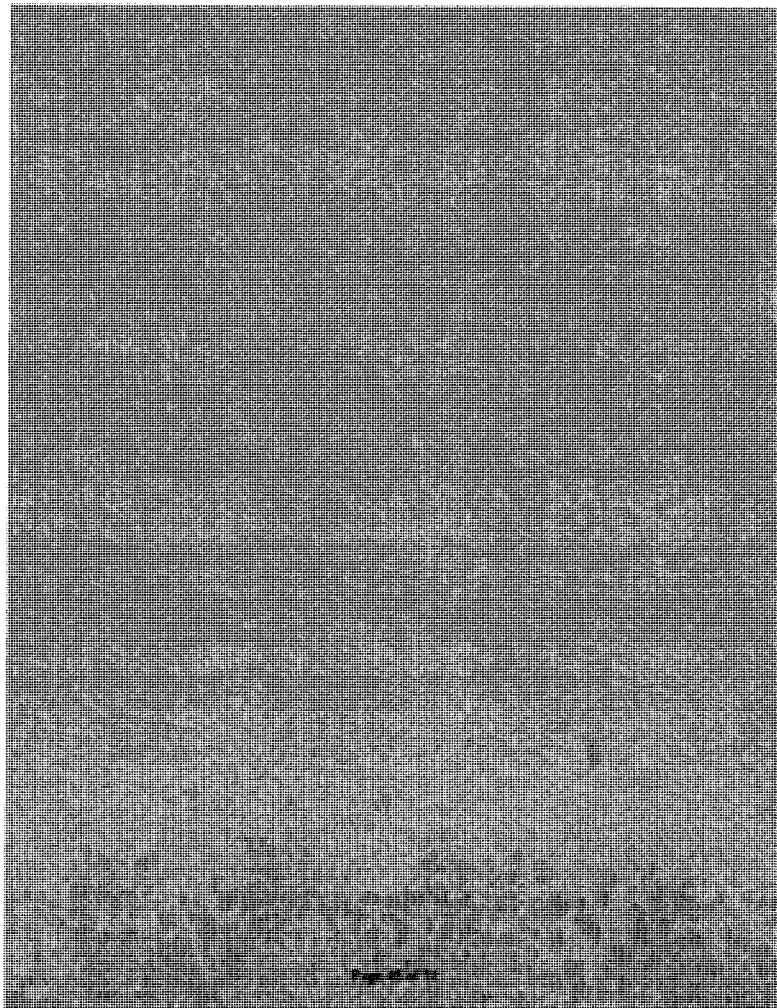
- Wireless access for public and private networks

##### FURNITURE FOR THE SPACE

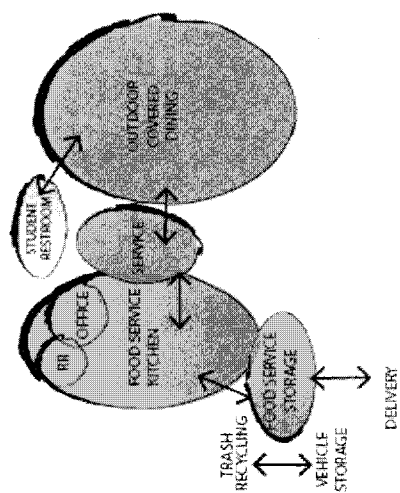
- Shelving for books and technology devices.



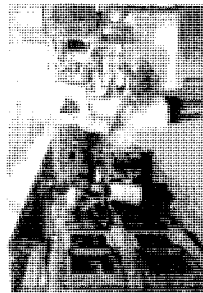
SECRET



**Total program sq. ft. for K-8 food service**



SECTION 01  
CASUAL EDUCATIONAL SERVICES (CAFETERIA, STUDENT UNION)



## FOOD SERVICE KITCHEN

### GENERAL CONCEPT AND ACTIVITIES

The kitchen will be used for preparation of pre-packaged food from the central kitchen, as well as creation of food items on site for lunch at this campus. Staff in the kitchen will also work in the food service lines after food is prepared. There will most likely be two lunch periods for the 1200 student population, one for the elementary grades and one for the middle school grades. The District would like to have a salad bar option for the students.

### PRIMARY AND SECONDARY USES

- Food service staff

### RELATIONSHIP AND ORGANIZATION

The kitchen should be adjacent to the serving area and close to the dining space. It should also be close to a delivery point and trash/recycling pick-up area.

### FEATURES OF THE SPACE

- Commercial kitchen equipment
- Walk-in cooler and freezer
- Kitchen office
- Staff locker rooms and restrooms
- Delivery area, trash, and can wash directly outside

### ENVIRONMENTAL SOUND CONTROL

- Walls: minimum STC 50

- Ceilings: minimum CAC 35, NRC .70

### WRITING / DISPLAY SPACES

- Small workstations or writing surface by office

### FLOORING

- Quarry tile

### WINDOWS / DOORS

- Exterior windows that provide maximum natural daylight without heat gain - position for outdoor view
- Seating devices - consider sensors
- Doors with vision panel in door
- Dual cylinder disassembly lock for safety

### CASE WORK

- None

### LIGHTING

- Overhead fixtures
- Energy efficient light switches

### PLUMBING

- 3 compartment sink and connections to equipment
- Hand sink

### ELECTROAL

- Power connections specific to all commercial kitchen equipment

- 2-3 duplex receptacles on all walls
- Power for computer in office

### HVAC

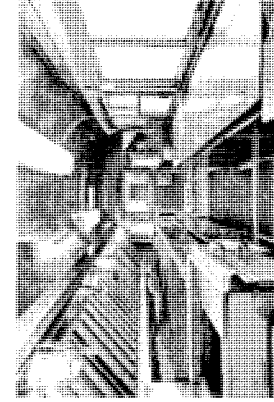
- Appropriate ventilation for equipment

### TECHNOLOGY / COMMUNICATIONS

- Wireless access for public and private networks
- 1 computer drop in office

### FURNITURE FOR THE SPACE

- Workstation with storage in office
- Task chair for office
- Mobile stainless steel tables for prep





### SERVING AREA

#### GENERAL CONCEPT AND ACTIVITIES

This room will be used to serve lunch and possibly other meals or snacks. Students should be able to move through the line quickly selecting options and then move to one of the cashiers. Hot food items, salads, sandwiches, fresh fruit and vegetables, and other food options will be served as well as cold drinks. This area may be used for serving food during a school banquet or other types of events in the evenings.

#### PRIMARY AND SECONDARY USES

- Students
- Staff for supervision

#### RELATIONSHIP AND ORGANIZATION

This space should be located between the kitchen and the dining area.

#### FEATURES OF THE SPACE

- Consider creative signage above serving lines identifying food options

#### ENVIRONMENTAL SOUND CONTROL

- Walls: minimum STC 50
- Ceilings: minimum OAC 35; NRC .70

#### WRITING / DISPLAY SPACES

- Marked area for display board for menu options

#### FLOORING

- Quarry tile or porcelain tile with epoxy grout

#### WINDOWS / DOORS

- Exterior windows that provide maximum natural daylight without heat gain - position for outdoor view
- Shading devices - consider sensors
- Doors with vision panel in door
- Dual ejection classroom lock for safety

#### CASEWORK / EQUIPMENT

- Card and non-serving equipment
- Mobile cashier station and chair

#### LIGHTING

- Overhead fixtures - indirect, if possible
- Energy efficient light switches

#### PLUMBING

- Connection to all serving equipment

#### ELECTRICAL

- Power for serving equipment
- Power for electronic check out/cashier's station - may be a card reader

#### HVAC

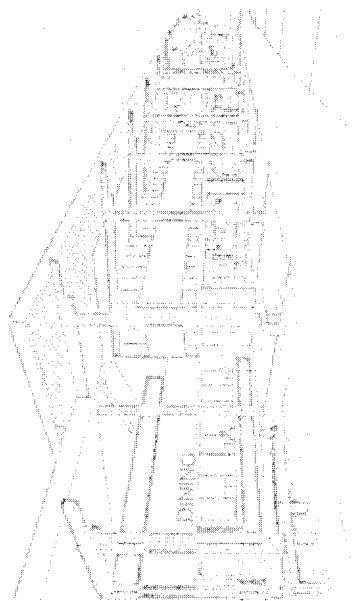
- Energy efficient HVAC unit

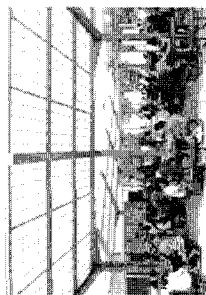
#### TECHNOLOGY / COMMUNICATIONS

- Wireless access for public and private networks
- Computer drops at cashier station

#### FURNITURE FOR THE SPACE

- None





#### OUTDOOR DINING

##### GENERAL CONCEPT AND ACTIVITIES

This area will provide dining space for students. Students will also be able to eat lunch in the courtyard area surrounding the outdoor dining pavilion. These pavilions should allow good cross ventilation and natural lighting in the covered space. A landscaped area with low bushes and shade trees could surround the shade structures to expand the dining area and options. The covered dining space can also provide an outdoor informal gathering and learning space for students both during and after school.

##### PRIMARY AND SECONDARY USES

- Students
- All Staff
- Parents
- Community members

##### RELATIONSHIP AND ORGANIZATION

The covered dining area should be located adjacent to the food service area and directly accessible from the serving area. This area should be located in an area away from direct play and ball courts.

##### FEATURES OF THE SPACE

- Good cross ventilation
- Pleasant environment to allow for quiet breaks at lunch
- Consider pavilion design and material that is transparent and allows for natural light

##### ENVIRONMENTAL SOUND CONTROL

- Consider acoustic control in the design to control reverberation in the space

##### LIGHTING

- Natural daylighting - maximize
- Avoid creating a dark space

##### PLUMBING

- Consider a hose bib and coordinate drain and sewer connection with site storm water management system

##### ELECTRICAL

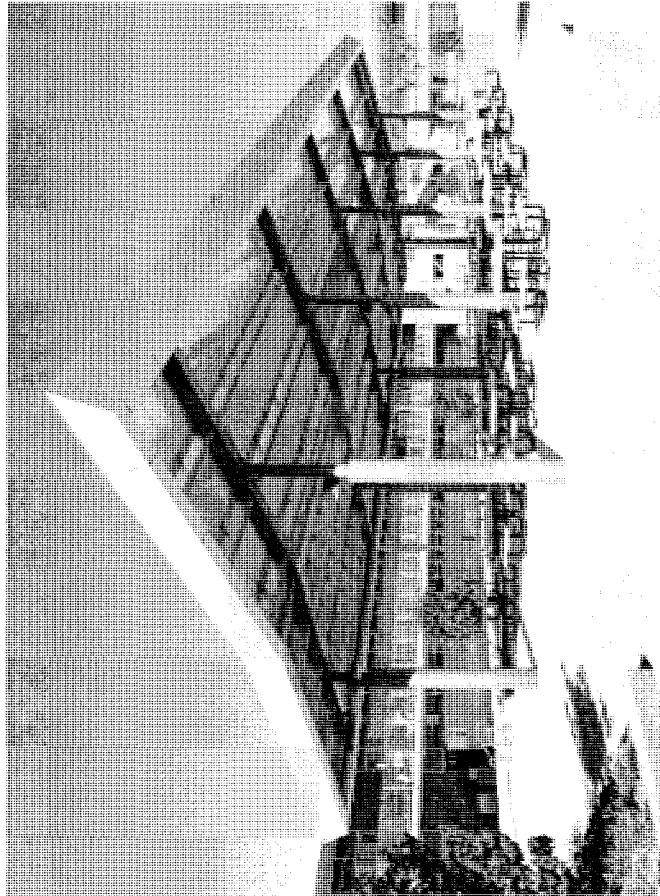
- Consider power for outdoor projects

##### TECHNOLOGY COMMUNICATIONS

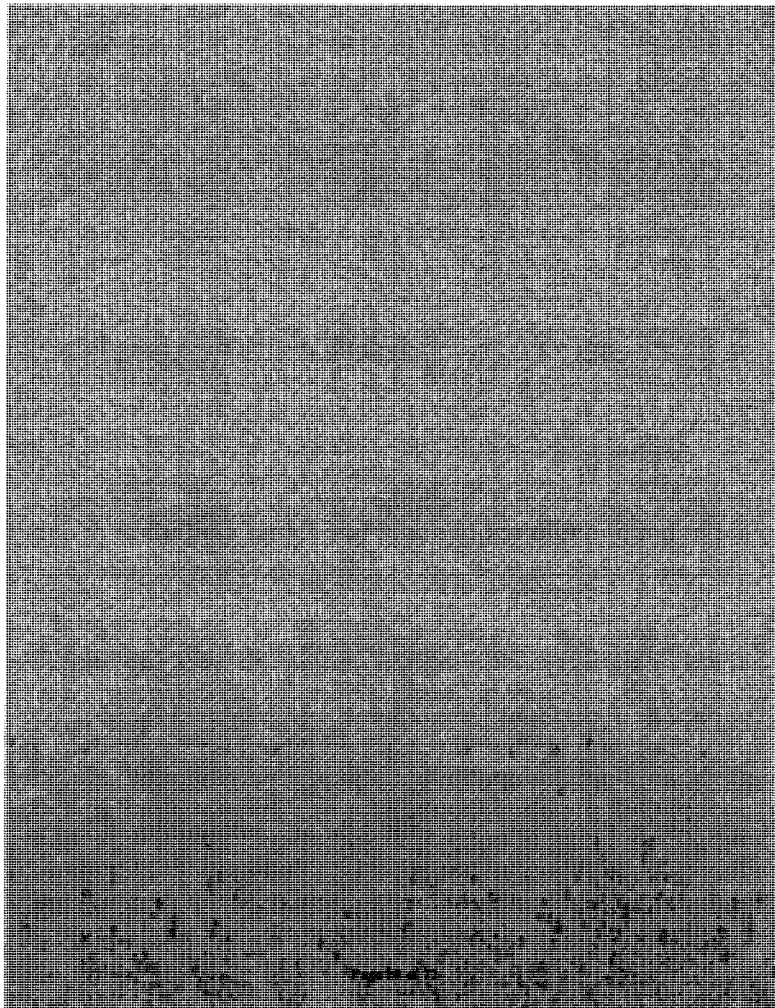
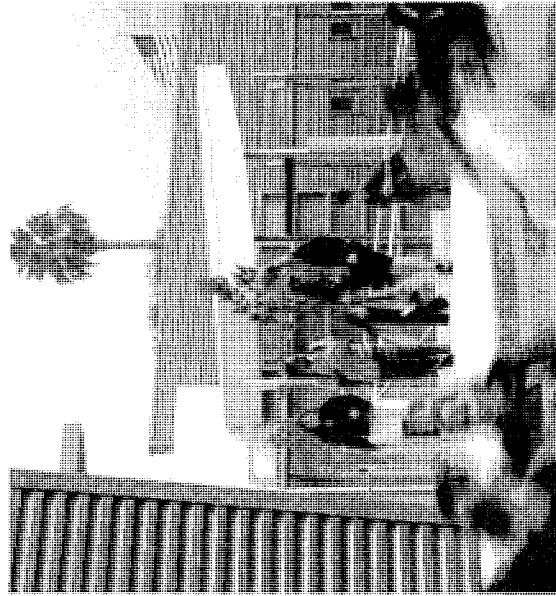
- Wireless access for public and private networks

##### FURNITURE FOR THE SPACE

- Outdoor tables and chairs
- Trash containers



SECTION 03  
INTERIORS  
CARPETS



### New Facility K-8 PE Space

**PROGRAM SPACE**  
Locker rooms for 6-8 students (includes restrooms & 1 shower)

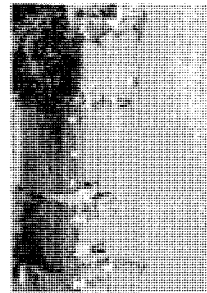
PE storage

PE office

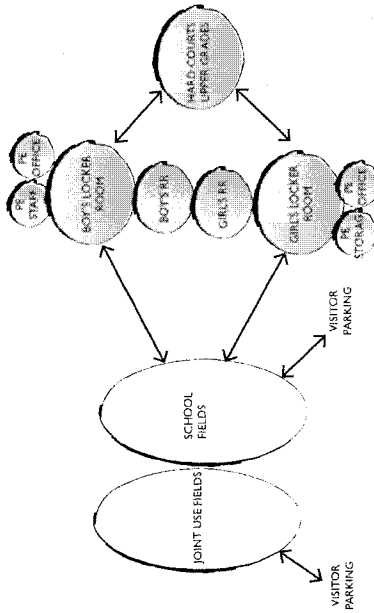
Outdoor field & hydrocove court space

Total program sq. ft. for New-8 PE space

QUANTITY	SQ. FT.	AREA
2	1,075	2,150
1	325	325
2	200	400
-	-	-
-	-	3,475



PE SPACE  
PE SPACE  
PE SPACE



QUESTIONS FOR THE ARCHITECTURE DESIGNER

#### PE STORAGE

##### GENERAL CONCEPT AND ACTIVITIES

This room will be used to store a variety of PE equipment on the wall in racks and shelves and in mobile carts. This room can also provide space for individual adaptive PE activities that can take place in a quiet, smaller space.

##### PRIMARY AND SECONDARY USES

- Students
- Teacher

##### RELATIONSHIP AND ORGANIZATION

This room could be close to the Locker Rooms. Ideally, this room would have a door directly to the play area.

##### FEATURES OF THE SPACE

###### ENVIRONMENTAL SOUND CONTROL

- Walls, minimum STC 40
- Ceilings, minimum CAC 35, NRC .70

###### WRITING / DISPLAY SPACES

- Small tackboard

###### FLOORING

- Resilient flooring or sealed concrete
- Mats should be available for floor exercise and to ensure safe movement for adaptive PE

###### WINDOWS / DOORS

- Exterior door is desirable

###### CASEWORK

- None

###### LIGHTING

- Energy efficient overhead lights
- Energy efficient light switches

###### PLUMBING

- None

###### ELECTRICAL

- Duplex receptacles on all walls

###### HVAC

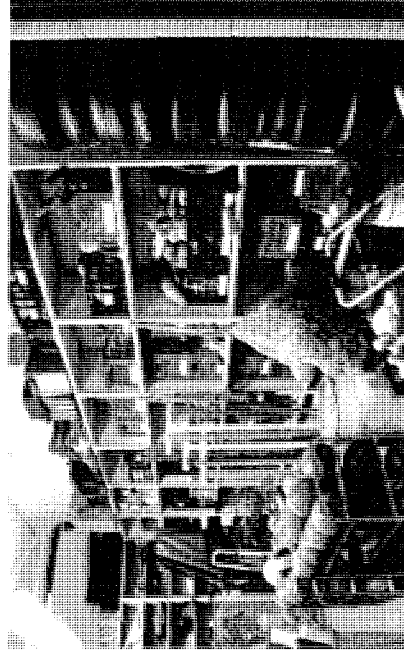
- 1 VAC unit per room

###### TECHNOLOGY / COMMUNICATIONS

- Wireless access for public and private networks

###### FURNITURE FOR THE SPACE

- Metal storage racks attached to the wall
- Ball carts
- Consider workstation and task chair for PE staff







# LOCKER ROOMS FOR 6-8 GRADES

## GENERAL CONCEPT AND ACTIVITIES

The Locker Rooms will be used by the 6-8 grade students for changing from school dress to appropriate PE attire for physical education classes and extra-curricular athletic programs. Students will store PE clothing in small lockers. Restrooms are part of the Locker Room facility. Shower rooms should be evaluated on a site by site basis, but a single shower may want to be considered to allow for an option for students.

## PRIMARY AND SECONDARY USES

- Students
- Teacher

## RELATIONSHIP AND ORGANIZATION

The Locker Rooms should have direct access to outdoor play fields and courts. Restrooms should have direct access to the exterior so they can be accessed during PE or games if needed.

## FEATURES OF THE SPACE

### ENVIRONMENTAL SOUND CONTROL

- Walls: minimum STC 50
- Ceilings: minimum CAC 35, NRC .70

### WRITING / DISPLAY SPACES

- Small backboard

## FLOORING

- Porcelain tile or rubber flooring

## WINDOWS / DOORS

- Interior windows to dry PE office

## CASEWORK

- Hooks

## LIGHTING

- Energy efficient overhead lights
- Energy efficient light switches

## PLUMBING

- Lavatories
- Toilets

## ELECTRICAL

- Duplex receptacles on all walls

## HVAC

- HVAC unit pack with appropriate ventilation

## TECHNOLOGY / COMMUNICATIONS

- Wireless access for public and private networks

## FURNITURE FOR THE SPACE

- Benches

## PE OFFICE

### GENERAL CONCEPT AND ACTIVITIES

The PE Office is for planning, grading, conferences, scheduling, and small item storage for PE activities and athletic programs. This space should be flexible to meet with a few students.

### PRIMARY AND SECONDARY USES

- Students
- Teacher

### RELATIONSHIP AND ORGANIZATION

This room should be located directly adjacent to the Locker Rooms.

### FEATURES OF THE SPACE

#### ENVIRONMENTAL SOUND CONTROL

- Walls: minimum STC 50
- Ceilings: minimum CAC 35, NRC .70

#### WRITING / DISPLAY SPACES

- Small backboard

#### FLOORING

- Hardwood flooring

#### WINDOWS / DOORS

- Door with vision panel in door

## CASEWORK

- Consider a staff wardrobe for athletic clothes and shoes

## LIGHTING

- Energy efficient overhead lights
- Energy efficient light switches

## PLUMBING

- None

## ELECTRICAL

- Duplex receptacles on 2 walls
- Power for computer

## HVAC

- HVAC unit pack

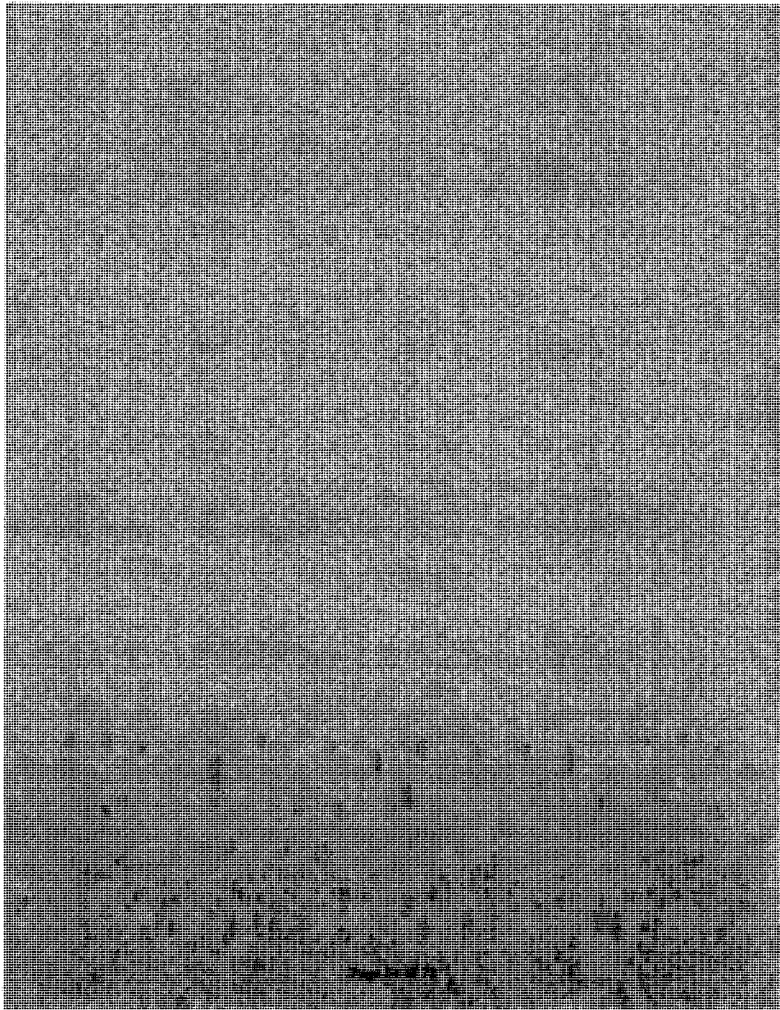
## TECHNOLOGY / COMMUNICATIONS

- Wireless access for public and private networks

## FURNITURE FOR THE SPACE

- Workstation with task chair
- Shelving for storage equipment

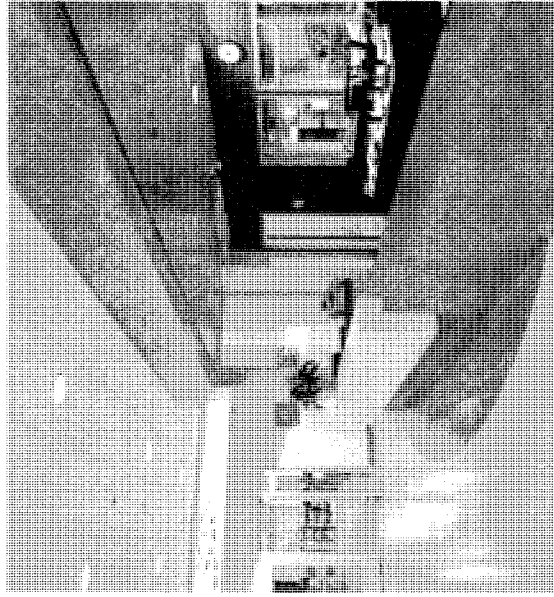




CLOSED EDUCATION, SPOKE WITH THE EASTERN STAR

SECTION 04

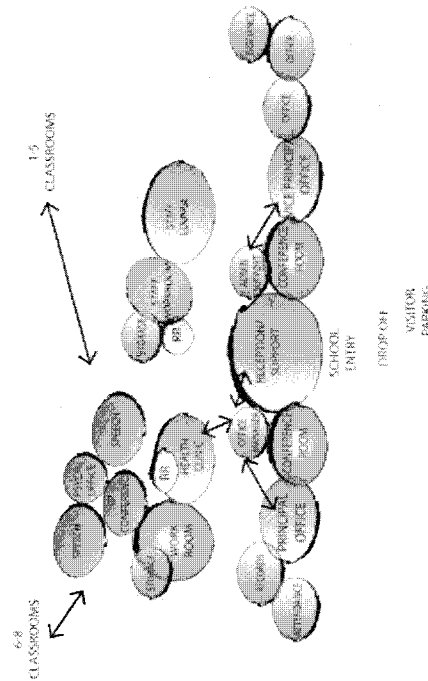
ARCHITECTURE



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# New Georgia K-8 Administration

PROGRAM SPACE	QUANTITY	SQ. FT.	AREA
Reception/Support	1	375	375
Principal's Office/Assistant Principal's Office	2	200	400
Staff Offices	2	175	350
Conference room	2	220	440
Small conference room	1	220	220
Guidance office	1	175	175
Guidance support	1	150	150
Staff work area	1	200	200
Staff lounge	1	700	700
Flex office/small conference room	1	175	175
Attendance	1	160	160
Records/files	1	175	175
General storage	1	125	125
General workroom	1	400	400
Health clinic with restroom	1	450	450
Administration restrooms	2	70	140
Total program sq. ft. for Pre-K-8 administration space			4,315



## RECEPTION & STAFF SUPPORT/SHelter

### GENERAL CONCEPT AND ACTIVITIES

The administration reception area will be the entrance point for parents and visitors to meet with some of the administration staff. This space therefore requires a first impression of the school and how it is run, so it should reflect a welcoming and professional appearance as any business would. The school administration, school greeter in this space should have a reception desk and workspace which is neat and organized. If space allows or existing circumstances are appropriate, this area could also incorporate the concept of a museum/gallery exhibit space.

### PRIMARY AND SECONDARY USES

- Administrative staff
- Parents
- Students
- Staff
- Visitors

### RELATIONSHIP AND ORGANIZATION

This space should be located at the main entry of the school and positioned to monitor the entry.

### FEATURES OF THE SPACE

- Could include the audio elements to create the museum/gallery space in school depending on site
- Should include acoustical control

- Security monitoring potential - both digitally and with appropriate sight lines - may include entry lock control

### ENVIRONMENTAL SOUND CONTROL

- Walls: minimum STC 50
- Ceilings: minimum CAC 35, NRC 70

### WRITING / DISPLAY SPACES

- Display cases or display system
- Tableboard
- Digital Flat Screen monitor

### FLOORING

- Part of space - porcelain tile
- Part of space - carpet

### WINDOWS / DOORS

- Should have exterior windows that allow for good observation of front entry and natural light
- Interior windows to cover door when located off in entry corridor
- Shading devices - consider sensors
- Interior doors with vision panel

### CASEWORK

- Reception desk with file storage and area for transaction counter
- Wall-mounted display area for forms (could be part of loose furnishings)



### LIGHTING

- Natural daylighting when possible
- Overhead fixtures - indirect, if possible (LEDs)
- Energy efficient light switches with light controls
- Light sensors
- Computer task lighting at reception desk

### PLUMBING

- None

### ELECTRICAL

- 2/4 for receptacles on each wall in addition to power for computers
- Data/receptacles at reception desk

### HVAC

- Energy efficient HVAC unit pack

### TECHNOLOGY / COMMUNICATIONS

- Wireless access for public and private networks
- 2 computer drops at reception desk
- Rough-in for wall mounted large flat screen monitors (to potentially be added in the future)

### FURNITURE FOR THE SPACE

- 3-4 guest chairs for waiting
- Small table for waiting
- Task chairs for reception desk
- Computer mobile display cubes

## PRINCIPAL'S OFFICE

### GENERAL CONCEPT AND ACTIVITIES

The principal's office will be the headquarters for providing leadership to the school and should communicate a professional and organized environment. In addition to working in this space, the principal will meet with parents, students, other administrators, and staff members in a one-on-one or small group conference setting. The office should accommodate 1-5 people at a time. This space will also be used for personal storage and will possibly house some confidential records.

### PRIMARY AND SECONDARY USES

- Administrative staff
- Parents
- Students
- Staff
- Visitors/Community members

### RELATIONSHIP AND ORGANIZATION

This office should be close to the reception/waiting for Administration. This office should be close to the main Conference Room and should be adjacent to administrative support staff, with a visual connection, if possible. It should also be close to the other Office/Principal's Office.

## FEATURES OF THE SPACE

### ENVIRONMENTAL SOUND CONTROL

- Walls: minimum STC 50
- Ceiling: minimum CAC 35, NRC .70

### WRITING / DISPLAY SPACES

- Blackboard

### FLOORING

- Carpet

### WINDOWS / DOORS

- Should have exterior windows that allow for good observation of the campus and natural light
- Door to the Conference Room if possible
- Seating devices - corridor sensors
- Interior doors with major panel

### CASEWORK

- None

### LIGHTING

- Natural daylighting
- Overhead fixtures - indirect, if possible (LEDs)
- Energy efficient light switches
- Light sensors
- Consistent task lights at workspace

## PLUMBING

- None

## ELECTRICAL

- D-plate receptacles on each wall in addition to power for computer printer

## HVAC

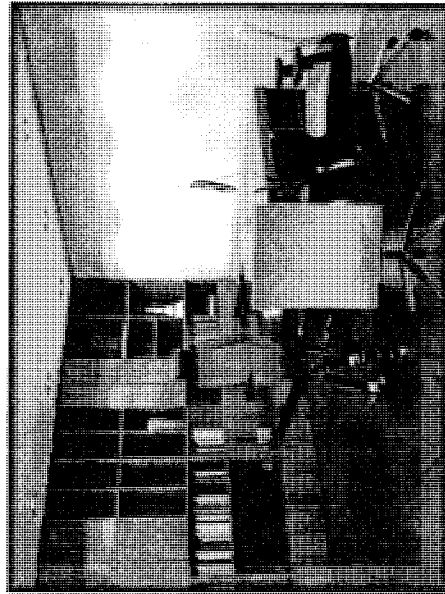
- Energy efficient HVAC unit/pack

## TECHNOLOGY / COMMUNICATIONS

- Wireless access for public and private networks
- 1 computer drop at workstation
- Consistent need for printer

## FURNITURE FOR THE SPACE

- 3-4 guest chairs
- Small conference table or corridor section of desk as conferencing space
- Workstation with storage
- Executive task chair



CO-ADMINISTRATOR'S OFFICE

GENERAL CONCEPT AND ACTIVITIES

This office would be used for a co-administrator, assistant principal, or may be used for itinerant staff. The office should be designed with similar features as the Principal's Office, but it should be flexible in layout so it could also accommodate different functions, such as a testing room or small conference space during the life of the facility. Administrators or other staff will meet with parents and students in this office. The room should accommodate up to four people comfortably.

PRIMARY AND SECONDARY USES

- Administrative staff
- Parents
- Students
- Staff

RELATIONSHIP AND ORGANIZATION

This office should be close to the reception/waiting area and the Principal's Office. This space should also be relatively close to the main Conference Room and administrative staff as well.

FEATURES OF THE SPACE

ENVIRONMENTAL SOUND CONTROL

- Walls: minimum STC 50
- Ceilings: minimum CAC 35, NRC 70

WRITING / DISPLAY SPACES

- Tackboard

FLOORING

- Carpet

WINDOWS / DOORS

- Should have exterior windows for natural light
- Shading devices - consider sensors
- Interior doors with vision panel

CASEWORK

- None

LIGHTING

- Natural daylighting
- Overhead fixtures - indirect, if possible
- Energy efficient light switches with split controls
- Light sensors
- Consider task lights at workstation

PLUMBING

- None

ELECTRICAL

- Duplex receptacles on each wall in addition to power for computer/printer

HVAC

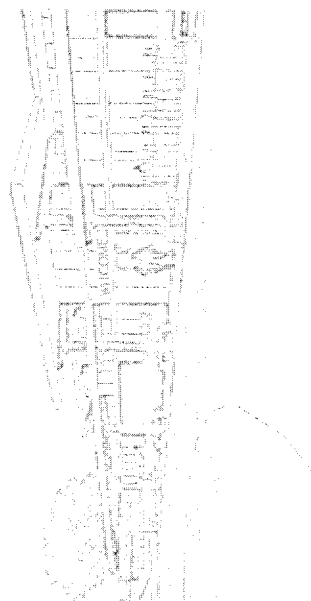
- Energy efficient HVAC unit/rack

TECHNOLOGY / COMMUNICATIONS

- Wireless access for public and private networks
- 1 computer drop at work area
- Consider need for printer

FURNITURE FOR THE SPACE

- 3-4 guest chairs
- Small conference table or consider section of desk as conferencing space
- Workstation with storage
- Ergonomic task chair



# CONFERENCE ROOM

## GENERAL CONCEPT AND ACTIVITIES

The Conference Room would provide space that could be used by the administration and other staff for meetings and presentations with 12-14 people seated at a conference table. This room could be used for parent meetings and District presentations and discussions. The room design should allow for multimedia presentations. Beverages may be served in this room. The room should be flexible enough to allow an additional 2-3 people to be seated on the side of the room if needed.

## PRIMARY AND SECONDARY USES

- Administrative Staff
- Parents
- Students
- Staff
- Visitors

## RELATIONSHIP AND ORGANIZATION

This space should be located with direct access to the reception area and close to the Principal's and Co-administrator's Office. The room should also be in close proximity to restrooms.

## FEATURES OF THE SPACE

### ENVIRONMENTAL SOUND CONTROL

- Walls: minimum STC 50
- Ceilings: minimum CAC 35, NRC .70

### VIEWING / DISPLAY SPACES

- "flexible" wall surface

### FLOORING

- Carpet

### WINDOWS / DOORS

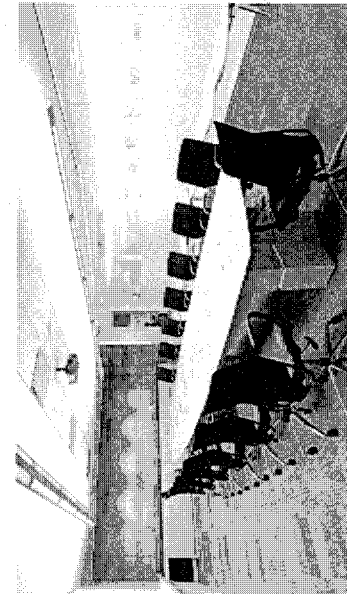
- Ideally would have exterior windows that allow for natural light but this is not a high priority
- "Smoking devices" - there are exterior windows - consider sensors
- Exterior doors with vision panel

### CASEWORK

- Consider built-in cabinets along one short wall where presentation materials could be stored and beverages or food could be placed on a counter for service

### LIGHTING

- Natural daylighting when possible
- Overhead fixtures - indirect, if possible (LED's)
- Energy efficient light switches with split controls
- Light sensors
- Consider multiple types of lights over table



## PLUMBING

- None

## ELECTRICAL

- 2 duplex receptacles on each wall
- Power for computer workstations above counter
- Outlet receptacles in floor under conference table

## HVAC

- Energy efficient HVAC unit pack

## TECHNOLOGY / COMMUNICATIONS

- Wireless access for public and private networks
- 1 computer desk under table
- Rough-in for wall mounted large flat screen monitors or interactive board (to potentially be added in the future)

## FURNITURE FOR THE SPACE

- 14 conference chairs
- Large conference table with cord access

## ADMINISTRATIVE SUPPORT AREA

### GENERAL CONCEPT AND ACTIVITIES

This space will primarily be used as a work area for the administrative assistants that support the Principal and Co-administrators, as well as the entire school. There may be an addition of staff members in the future so the layout should be flexible.

### PRIMARY AND SECONDARY USES

- Administrative staff
- Teachers

### RELATIONSHIP AND ORGANIZATION

This space should be close to the Principal's and Co-administrators' Offices as well as the Workroom and Records Room.

### FEATURES OF THE SPACE

#### ENVIRONMENTAL SOUND CONTROL

- Wall, minimum STC 50
- Ceiling, minimum CAC 35, NRC .70

#### WRITING / DESK / SPACES

- Taskboard

#### FLOORING

- Carpet

### WINDOWS / DOORS

- It would be beneficial to have exterior windows for natural light
- Sliding doors - there are exterior windows - consider sensors

### CASEWORK

- None - Issue furniture would provide more flexibility

### LIGHTING

- Natural lighting when possible
- Ceiling fixtures - indirect, where possible (LED's)
- Energy efficient light switches with split controls
- Light sensors
- Computer task lights at workstation

### PLUMBING

- None

### ELECTRICAL

- 2 duplex receptacles on each wall in addition to power for computer/printers
- Duplex receptacles at workspace
- May need power for small overhead scanner

### HVAC

- Energy efficient HVAC unit, fan



### TECHNOLOGY / COMMUNICATIONS

- Wireless access for public and private networks
- Computer drops at workspace
- Comp. for port for printer/copier

### FURNITURE FOR THE SPACE

- Workstations with file and overhead storage
- Ergonomic task chairs
- May need additional lateral files



## WORKROOM/STORAGE/COPY ROOM

### GENERAL CONCEPT AND ACTIVITIES

The workroom may be used by the administrative staff and parent volunteers to support the operation of the school, but will mainly be used by teachers for a variety of prep activities and some production. Supplies and copy paper for the school would be stored in this room. The room will also have a copier; however, the use of the copier or multiple copiers may diminish as everyone moves towards electronic distribution and filing.

### PRIMARY AND SECONDARY USES

- Administrative staff
- Parents may use it
- Staff/teachers

### RELATIONSHIP AND ORGANIZATION

This space should be located close to the Staff Dining area and ideally would have direct access. It could also be part of the same room if sound barriers were provided. The room should be in close proximity to the Administrative Suite since it will also support the administrative staff from time to time. Exact location may depend on existing site conditions.

### FEATURES OF THE SPACE

#### ENVIRONMENTAL SOUND CONTROL

- Walls minimum STC 50
- Ceiling minimum CAC 35, NRC .70

### WRITING / DISPLAY SPACES

- Tackboard
- Small marketplace for meetings/collaboration

### FLOORING

- Radiant flooring

### WINDOWS / DOORS

- Exterior windows are not critical and could interfere with maximizing wall cabinet storage
- Interior doors with vision panel

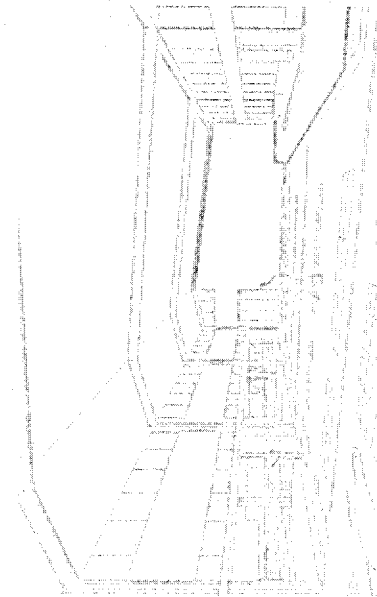
### CABINETS

- Base cabinets with drawers, doors, and adjustable shelves
- Overhead wall cabinets with adjustable shelves
- Lockable tall cabinets with adjustable shelves
- Consider small desk height workstation for laptop use or writing surface by staff
- Storage could also all be mobile to allow for multiple uses and configurations of this space

### LIGHTING

- Overhead fixtures
- Energy efficient light switches
- Light sensors
- Indirect lighting (LED's)

- PLUMBING**
  - None
- ELECTRICAL**
  - 2 duplex receptacles on each wall and above base cabinets
  - Dryer receptacle at workstation
  - Power for center
- HVAC**
  - Energy efficient HVAC unit pack
- TECHNOLOGY / COMMUNICATIONS**
  - Wireless access for public and private networks
  - Computer connection at copier/printer/scanner
- FURNITURE FOR THE SPACE**
  - Stool for working at counter
  - Task chair for workstation





## RECORDS ROOM

### GENERAL CONCEPT AND ACTIVITIES

This room in the Administration Suite is for storing past and present student records. This may be a location to also store back up records on digital storage devices. While more and more records are stored electronically, some hard copies of student records may need to be kept on site. These files may be accessed by administrative staff or teachers.

### PRIMARY AND SECONDARY USES

- Admin's storage staff
- Teachers

### RELATIONSHIP AND ORGANIZATION

This space should be located in the Administrative Suite close to the administrative support area.

### FEATURES OF THE SPACE

- This room may require a two-hour fire wall, fire doors with District for current requirements.

### ENVIRONMENTAL SOUND CONTROL

- Walls: minimum STC 50
- Ceilings: minimum CAC 35, NRC .70

### WRITING / DISPLAY SPACES

- Small tableboard

### FLOORING

- Hardwood flooring or sealed concrete

### WINDOWS / DOORS

- Should not have exterior windows
- Fire-rated door - no vision panel

### CASEWORK

- None

### LIGHTING

- Overhead fixtures
- Energy efficient light switches
- Light sensors
- Indirect lighting (LED's)

### PLUMBING

- None

### ELECTRICAL

- Duplex outlets/switches on 2 walls

### HVAC

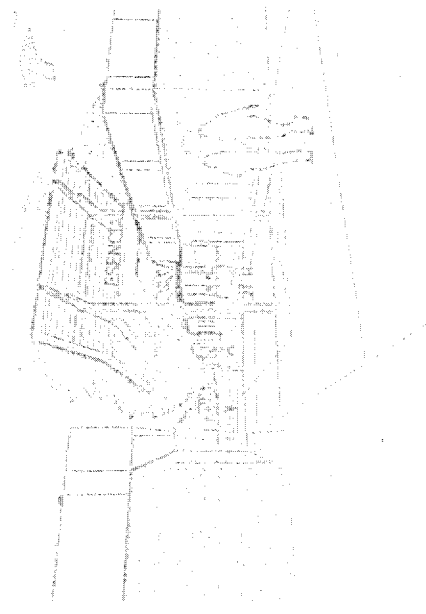
- Energy efficient HVAC unit pack

### TECHNOLOGY / COMMUNICATIONS

- Wireless access for public and private networks

### FURNITURE FOR THE SPACE

- Vertical or lateral files to maximize storage capacity
- If room does not have a two-hour rating, consider fireproof files
- Small table to assist in document searches



This space will be available for use by all staff for dining during the day. Staff may bring their lunch and store in this room in a refrigerator or buy their lunch from the food service line. There should be an area for staff to heat up food or prepare a light meal. The room may also be used for staff collaboration and informal meetings. Staff may use this room in conjunction with the workstation.

- All staff

This space should be located adjacent to the workroom but in proximity to the Serving Area and Food Service. Kitchen if possible. Staff Dining could be a part of the workroom if there was a visual and acoustical barrier between the two spaces.

## ENVIRONMENTAL SOUND CONTROL

- Walls: minimum STC 50
- Ceilings: minimum CAC 35, NRC .70

- Small markerboard or tackboard

**WINDCWS / DOORS**

- Exterior windows that provide maximum natural daylight without heat gain
- Shading devices - consider sensors
- Doors with vision panels in door

- Base cabinets with drawers and doors and sink
- Wall cabinets
- Space for dishwasher

- Natural daylighting if possible
- Overhead fixtures
- Energy efficient light switches
- Light sensors
- Indirect lighting (LED's)

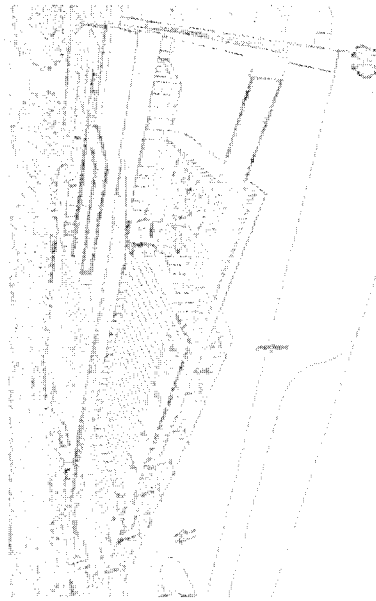
- Sink
- Connection for dishwasher

- Power for refrigerator, coffee maker, and microwave
- Duplex receptacles above counter
- Duplex receptacles on every wall
- Consider power for vending machine

- Energy efficient HVAC unit

- Wireless access for public and private networks

- Folding or flip-top tables on locking casters to sit 8
- High density stacking chairs
- Refrigerator
- Microwave
- Coffee maker





### FLEX SPACE/SMALL CONFERENCE

#### GENERAL CONCEPT AND ACTIVITIES

The small conference room is to provide a flexible meeting space for 6-8 people for all the administrative staff and special education staff. These rooms need to be flexible in design so they can be converted into office space if needed in the future. The room may also be used for certain types of testing.

#### PRIMARY AND SECONDARY USES

- Administrative staff
- Parents
- Students
- Staff

#### RELATIONSHIP AND ORGANIZATION

This room should be part of the administration suite, but have easy access to the public corridor or main circulation pathway.

#### FEATURES OF THE SPACE

##### ENVIRONMENTAL SOUND CONTROL

- Walls: minimum STC 50
- Ceilings: minimum CAC 35, NRC .70

##### WRITING / DISPLAY SPACES

- Tackboard
- Small markerboard

##### FLOORING

- Carpet

##### WINDOWS / DOORS

- Ideally would have an exterior window to allow for natural light
- Sliding doors - consider sensors
- Interior door with vision panel

##### GAS/WORK

- None

##### LIGHTING

- Natural daylighting if possible
- Overhead fixtures
- Energy efficient light switches
- Light sensors
- Indirect lighting (LEDs)

##### PLUMBING

- None

##### ELECTRICAL

- Duplex receptacle on each wall in addition to power for computer

##### HVAC

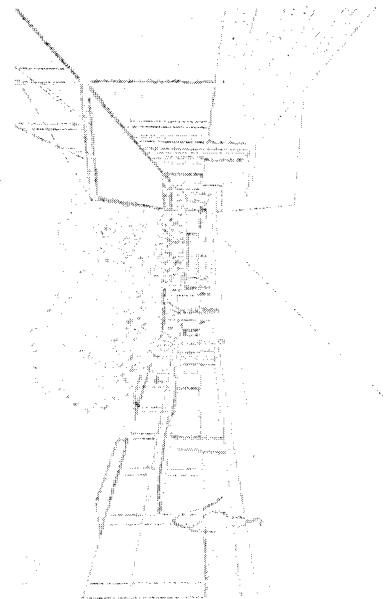
- Energy efficient HVAC unit pack

##### TECHNOLOGY / COMMUNICATIONS

- Wireless access for public and private networks
- Corner drop at workstation location

##### FURNITURE FOR THE SPACE

- Chairs
- Small table for meetings



# HEALTH CLINIC

## GENERAL CONCEPT AND ACTIVITIES

This room is where a nurse or staff member can address students who are feeling ill. Ill students may wait here until parents can pick them up. Eye exams may take place here. The restroom in this space is for students seeking medical attention and supports the clinic and nurse. There may not be a full time nurse at the school so health services support will be supplemented by the administrative staff. The receptionist or other administrative staff will need direct observation of the clinic, either through a door or internal window. However, privacy for students from the reception area must also be addressed. Activities in this space include treating students with illness, resting on a cot or chair, eye exams, preventative health measures, and discussions with parents.

## PRIMARY AND SECONDARY USES

- Admin. staff vs. staff
- Students
- Nurse
- Parents

## RELATIONSHIP AND ORGANIZATION

This space should be located within the Administration area when possible. The Health Clinic may need to be supervised by administrative staff if a nurse is not on site, so a location close to administrative workstations should be considered. Ideally, students would also be able to

access this space without going through the school reception where visitors may be waiting.

## FEATURES OF THE SPACE

- Restroom within space

## ENVIRONMENTAL SOUND CONTROL

- Walls: minimum STC 50
- Ceilings: minimum CAC 35, NRC 70

## WRITING / DISPLAY SPACES

- Touchboard

## FLOORING

- Resilient flooring

## WINDOWS / DOORS

- No exterior windows
- Interior window to administration is required for observation
- Interior door with vision panel

## CASEWORK / EQUIPMENT

- Base and lockable wall cabinets for secure storage for supplies and medicine
- Privacy curtains and tank for cot area
- Operating under counter for owner supplied small refrigerator
- Counter full deep cabinet with removable shelving

for large medical equipment such as wheel chair or cutches

## LIGHTING

- Overhead fixtures - combination of direct and indirect if possible (LEDs)
- Energy efficient light switches with split controls for two types of lighting
- Light sensors

## PLUMBING

- Sink with hot and cold water

## ELECTRICAL

- Outlet receptacles on each wall in addition to power for computer/drop
- Power for urine counter/refrigerator

## HVAC

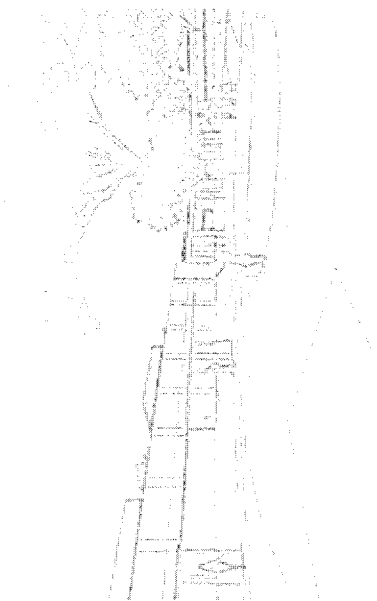
- Energy efficient HVAC unit pack

## TECHNOLOGY / COMMUNICATIONS

- Wireless access for public and private networks
- Computer drop

## FURNITURE FOR THE SPACE

- 2-3 guest chairs for waiting
- 2-3 cots
- Under counter refrigerator



## NURSE'S OFFICE

### GENERAL CONCEPT AND ACTIVITIES

This is a small room where the nurse can store records, perform administrative duties, and make private phone calls to parents or health institutions. The nurse would need to have the capability of observing the clinic while in the office. This space could be an alcove off of the clinic and may not need a door.

### PRIMARY AND SECONDARY USES

- Nurse and administrative staff
- Parents
- Students

### RELATIONSHIP AND ORGANIZATION

This space should be located off of the clinic.

### FEATURES OF THE SPACE

#### ENVIRONMENTAL SOUND CONTROL

- Walls: minimum STC 50
- Ceilings: minimum CAC 35, NRC .70

#### WRITING / VISUAL SPACES

- Tackboard

#### FLOORING

- Resilient flooring

### WINDOWS / DOORS

- Does not require exterior windows
- Interior window to clinic
- Interior door with vision panel
- Interior window to Nurse's Office

### CASEWORK

- None to allow for flexibility

### LIGHTING

- Overhead fixtures
- Energy efficient light switches
- Light sensor
- Computer task light at desk
- Indirect lighting (10%)

### PLUMBING

- None

### ELECTRICAL

- Duplex receptacles on each wall
- Power for computer at workstation

### HVAC

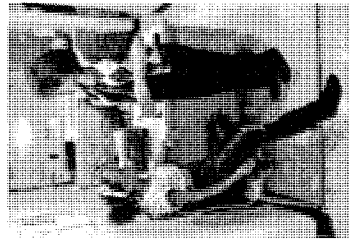
- Energy efficient HVAC unit pack

### TECHNOLOGY / COMMUNICATIONS

- Wireless access for public and private networks
- May need computer drop at desk

### FURNITURE FOR THE SPACE

- Guest chair for waiting
- Workstation with storage
- Task chair





#### RESTROOMS

##### GENERAL CONCEPT AND ACTIVITIES

These restrooms will support the administrative staff and visitors in this area.

##### PRIMARY AND SECONDARY USES

- Administrative staff
- Parents
- Staff
- Visitors

##### RELATIONSHIP AND ORGANIZATION

These restrooms should be located with easy access to both administrative staff and adult visitors in the Administrative Suite. Location should provide privacy at entrance to restrooms.

##### FEATURES OF THE SPACE

###### ENVIRONMENTAL SOUND CONTROL

- Walls: minimum STC 50
- Ceilings: minimum CAC 35, NRC .70

###### WRITING / DISPLAY SPACES

- None

###### FLOORING

- Porcelain tile

##### WINDOWS / DOORS

- No windows
- Privacy lock

##### CASEWORK / EQUIPMENT

- Consider a shallow overhead cabinet above the toilet for personal supplies - cannot be more than 6"
- Hooks
- Restroom accessories - paper towel dispenser and trash receptacle

##### LIGHTING

- Overhead fixtures
- Energy efficient light switches
- Light sensors

##### PLUMBING

- Lavatory with hot and cold water
- Toilet

##### ELECTRICAL

- Duplex receptacles on two walls

##### HVAC

- Energy efficient HVAC unit pack
- Exhaust

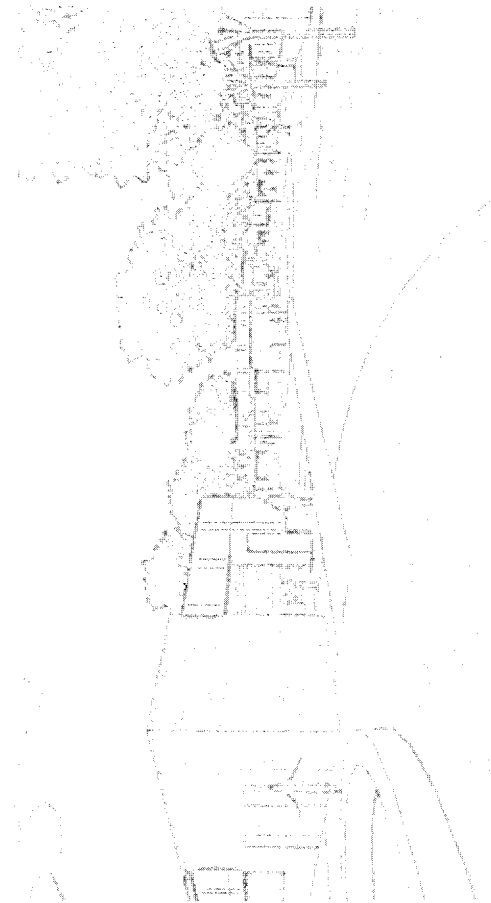
##### FURNITURE FOR THE SPACE

- None

PLUMBING / ELECTRICAL / MECHANICAL / INSULATION / SCHEDULING

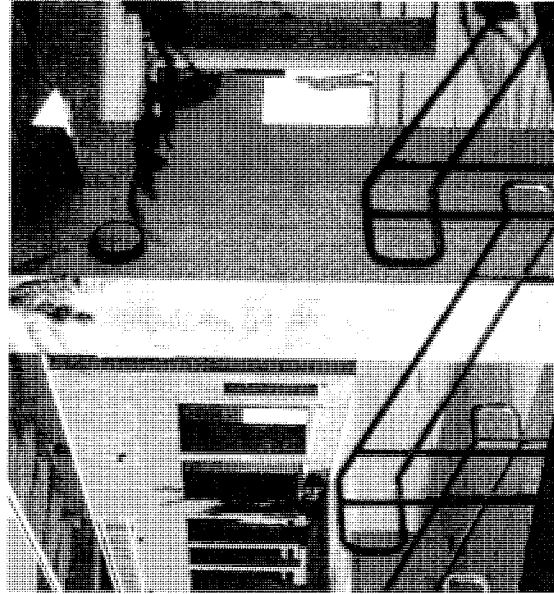
PLUMBING / ELECTRICAL / MECHANICAL / INSULATION / SCHEDULING

SECTION 04



1.35

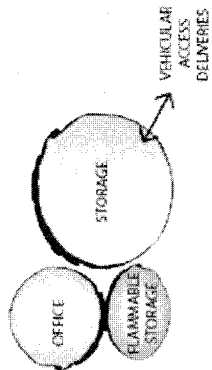
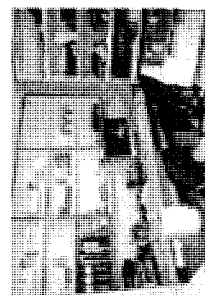
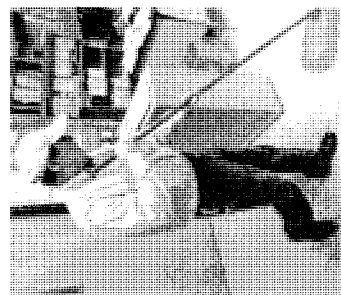
CONFIDENTIAL





# New Florida K-8 Custodial Space

PROGRAM SPACE	QUANTITY	SQ. FT.	AREA
Flammable storage room	1	175	175
Custodial rooms	4	80	320
Custodial Storage	1	400	400
Flammable storage	1	125	125
Total program sq. ft. for K-8 custodial space			1020



## FLEXIBLE STORAGE

## GENERAL CONCEPT AND ACTIVITIES

This space will support various different program storage needs. The room will be flexible to accommodate a variety of needs in the future.

## PRIMARY AND SECONDARY USES

- Maintenance staff

## RELATIONSHIP AND ORGANIZATION

Ideally this area should be directly connected to the delivery area and close to the custodial office.

## FEATURES OF THE SPACE

## ENVIRONMENTAL SOUND CONTROL

- Walls: minimum STC 40
- Ceilings: minimum CAC 35, NRC .70

## WRITING / DISPLAY SPACES

- Small taskboard or markerboard

## FLOORING

- Sealed concrete

## WINDOWS / DOORS

- Door with vision panel
- Consider interior window to Maintenance & Repair

## CASEWORK

- None

## LIGHTING

- Overhead fixtures
- Energy efficient light switches
- Light sensors

## PLUMBING

- None

## ELECTRICAL

- Duplex receptacles on each wall

## HVAC

- Energy efficient HVAC unit bank

## TECHNOLOGY / COMMUNICATIONS

- Wireless access for cable and phone networks to allow for flex in use

## FURNITURE FOR THE SPACE

- Vinyl shelving attached to wallrooms will typically be used by one custodian at a time.

## CUSTODIAL ROOMS

## GENERAL CONCEPT AND ACTIVITIES

Custodial rooms should be placed around the campus to allow for access to water, buckets/mops, cleaning equipment and paper product storage for restrooms. These rooms will typically be used by one custodian at a time.

## PRIMARY AND SECONDARY USES

- Maintenance staff

## RELATIONSHIP AND ORGANIZATION

These rooms should ideally be located close to large restrooms and one should be located close to the food service area.

## FEATURES OF THE SPACE

## ENVIRONMENTAL SOUND CONTROL

- None

## WRITING / DISPLAY SPACES

- None

## FLOORING

- Sealed concrete

## WINDOWS / DOORS

- Metal door

## CASEWORK

- None

## LIGHTING

- Overhead fixtures
- Energy efficient light switches
- Light sensors

## PLUMBING

- No sink

## ELECTRICAL

- Duplex receptacles on one wall

## HVAC

- Exhaust

## TECHNOLOGY / COMMUNICATIONS

- None

## FURNITURE FOR THE SPACE

- Metal shelving for supplies

## SECTION 04 CUSTOMER SERVICE DELIVERIES, STORAGE & SORT

### CUSTODIAL STORAGE

#### GENERAL CONCEPT AND ACTIVITIES

This space will provide an area for receiving deliveries and storage of materials and supplies used at the school site. Bulk storage items will include things such as cleaning supplies, copy paper and office supplies, paper products for restrooms, light bulbs, filters, replacement building materials, and other maintenance consumables. Supplies will be distributed out to the different areas of the school from this room with a only or small pallet. The room should also have enough open space to store excess furniture not being used and some cleaning machines. A separate room would be used to store flammable materials and paint.

#### PRIMARY AND SECONDARY USES

- Maintenance staff

#### RELATIONSHIP AND ORGANIZATION

This area should be directly connected to the delivery area and close to the custodial office.

#### FEATURES OF THE SPACE

##### ENVIRONMENTAL SOUND CONTROL

- None

##### WRITING / DISPLAY SPACES

- None

##### FLOORING

- Sealed concrete

##### WINDOWS / DOORS

- Overhead garage door
- Adjacent door
- Exterior windows are not needed

##### CASEWORK

- None

##### LIGHTING

- Overhead fixtures
- Energy efficient light switches
- Light sensors

##### PLUMBING

- Consider a trap sink if custodial client is not close

##### ELECTRICAL

- Duplex receptacles on each wall

##### HVAC

- Energy efficient HVAC unit pack

##### TECHNOLOGY / COMMUNICATIONS

- Wireless access for public and private networks

##### FURNITURE FOR THE SPACE

- None

### FLAMMABLE STORAGE

#### GENERAL CONCEPT AND ACTIVITIES

This rated space is dedicated to storing flammable items such as paint that are kept on site.

#### PRIMARY AND SECONDARY USES

- Maintenance staff

#### RELATIONSHIP AND ORGANIZATION

This area could be close to the rest of the maintenance spaces with outdoor access.

#### FEATURES OF THE SPACE

##### ENVIRONMENTAL SOUND CONTROL

- None

##### WRITING / DISPLAY SPACES

- None

##### FLOORING

- Sealed concrete

##### WINDOWS / DOORS

- Metal door

##### CASEWORK

- None

##### LIGHTING

- Overhead fixtures
- Energy efficient light switches

##### PLUMBING

- None

##### ELECTRICAL

- Duplex receptacles on one wall

##### HVAC

- Energy efficient HVAC unit pack
- Vented space

##### TECHNOLOGY/COMMUNICATIONS

- None

##### FURNITURE FOR THE SPACE

- Shelving



1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It includes a detailed description of the experimental procedures and the statistical analysis performed.

3. The third part of the document presents the results of the study. It includes a series of tables and graphs that illustrate the findings of the research. The data shows a clear trend of increasing activity over time.

4. The fourth part of the document discusses the implications of the findings. It suggests that the results have significant implications for the field of study and may lead to further research in this area.

5. The fifth part of the document concludes the study. It summarizes the key findings and provides a final statement on the importance of the research.

## ASSISTANTS TO THE CHIEF ADMINISTRATIVE OFFICER

The Superintendent shall be supported by an Administrative Cabinet which consists of the following positions:

Deputy Superintendent, Business & Support Services  
Assistant Superintendent, Personnel Services  
~~Assistant Superintendent, Education Services, Elementary~~  
~~Assistant Superintendent, Education Services, Secondary~~  
Assistant Superintendent, SELPA, and Special Education Operations  
Public Information Officer  
~~Manager, Board Office Operations (ex-officio member)~~  
Manager, Administrative Services/Communication Relations

Job Descriptions for these Administrative Cabinet positions are on file in the Office of the Superintendent. At the discretion of the Superintendent, additional administrative positions may be designated to participate in Cabinet meetings.

Policy  
adopted: December 15, 1997  
revised: November 1, 2003  
revised: January 2005  
revised: September 1, 2006  
revised: September 24, 2014  
revised:

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



**ADMINISTRATIVE LEEWAY IN ABSENCE OF GOVERNING BOARD POLICY**

The Superintendent or designee shall have the power to act, within the parameters of law, in cases where action must be taken and where the Board of Trustees has not provided guidelines for administrative action. If the action necessitates addition or revision of policies, the Superintendent or designee shall make the necessary recommendations to the Board.

It shall be the duty of the Superintendent or designee to keep the Board apprised of any action taken in emergency situations as soon as practicable after its occurrence.

The Superintendent is granted line administrative authority by the Board of Trustees. In turn, the authority of the Superintendent may be delegated in accordance with the District's organizational chart. When the Superintendent's schedule necessitates his/her being out of the office, he/she delegates line authority to the Deputy Superintendent, Business and Support Services. ~~In the event he/she is unavailable, such authority is delegated to the Assistant Superintendent, Personnel Services.~~ On an as needed basis, additional senior Cabinet positions may serve as the Superintendent's designee. Decisions made by a designated administrator acting on behalf of the Superintendent will be subject to review by the Superintendent at a later date.

*Legal Reference:*EDUCATION CODE*35035 Powers and Duties of Superintendent*

## Policy

adopted: August 21, 1995

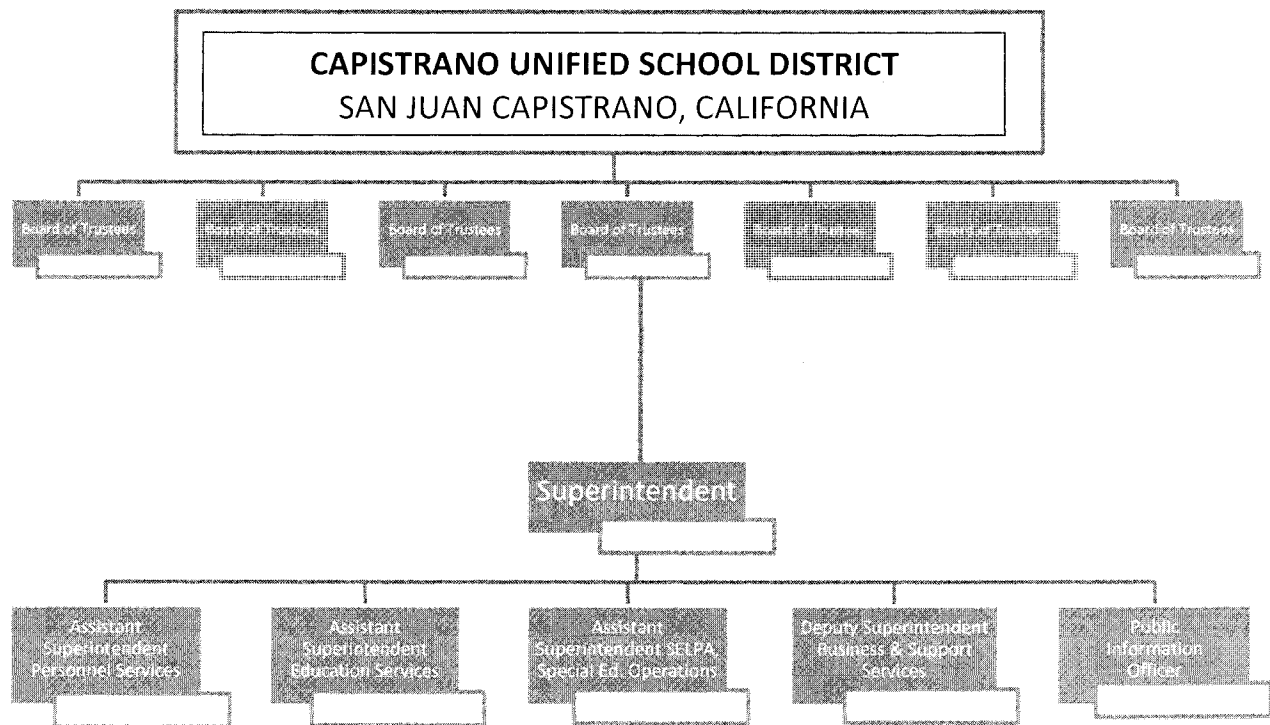
revised: September 15, 2000

revised: October 22, 2014

revised:

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California





## INTERDISTRICT ATTENDANCE AGREEMENTS

### General Policy

The ~~Governing Board~~ Board of Trustees recognizes that parents/guardians of students who reside in one District may, for a variety of reasons, choose to enroll their child in a school in another District. The interdistrict transfer process applies only to those parents who wish their children to attend a school in a District other than the one designated for the area in which they reside. ~~Capistrano Unified School District (CUSD)~~The District provides a full range of curricular and co-curricular programs to meet the needs of its students and it is the intent of the Board of Trustees that students residing within ~~CUSD~~ District boundaries attend ~~CUSD~~ District schools. All District interdistrict attendance agreements will be acted upon by the Superintendent or designee.

### Limits on Student Transfers into the District

The Superintendent or designee may deny applications for interdistrict attendance agreements because of a site being at maximum capacity.

### Limits on Student Transfers out of the District

The Superintendent or designee may limit the number of student transfers out of the District to a school District of choice based on the percentages of average daily attendance specified.

In addition, transfers out of the District may be limited during a fiscal year when the County Superintendent of Schools has given the District a negative budget certification or when the County Superintendent has determined that the District will not meet the state's standards and criteria for fiscal stability in the subsequent fiscal year exclusively as a result of student transfers from this District to a school District of choice.

The District may deny a transfer of a student out of the District to a school District of choice if the ~~Board~~ Superintendent or designee determines that the transfer would negatively impact a court-ordered or voluntary desegregation plan of the District.

### Inter-district Attendance Agreements

Agreements to transfer in and/or transfer out of a District follows the same process. Interdistrict attendance agreements shall first be initiated by the parent/guardian with the school District of residence.

1. The school District of residence shall forward an approved request to the school District of desired attendance.

## INTERDISTRICT ATTENDANCE AGREEMENTS

2. The school District of desired attendance will communicate the disposition of the request to the District of residence.
3. An approved interdistrict attendance agreement must be in effect between the school District of residence and the school District of desired attendance before a student can enroll in the requested school.
4. Students admitted to ~~CUSD~~ District under the inter-district attendance agreement process shall be assigned to CUSD District schools where space is available.

### Attendance Agreements – Conditions

1. A ~~student, parent, or~~ guardian found to have falsified information that was used as a basis for enrollment in any school in the District shall have the attendance agreement revoked. The revocation shall be immediate and notice promptly given to the student and parent/guardian.
2. Applicants must provide corroborating documentation when requested. This may include academic transcripts, attendance records, employment details, and other information to support the application. The District reserves the right to contact the employer to verify employment.
3. Attendance agreements are shall be valid only for the balance of the school year remaining after the date the agreement is approved. Per Education Code continuing grades 11 and 12 students do not need to apply for interdistrict attendance agreements. Furthermore, the agreement is shall be valid only while the conditions stated in the request are maintained and only as long as the student's behavior, attendance, citizenship, and scholarship are satisfactory, except for pupils entering grades 11 or 12.
4. Attendance agreements must be renewed each year after their initial approval. All students and schools are subject to all California Interscholastic Federation (CIF) athletic eligibility rules and regulations. An approved attendance agreement in no way waives any CIF rule or regulation.
5. Transportation is not the responsibility of the District. District bus passes will not be issued to students residing outside of District. Transportation, if needed, shall be the responsibility of the parent/guardian.

**INTERDISTRICT ATTENDANCE AGREEMENTS** (continued)

- 6 Child care, if needed, shall be the responsibility of the parent/guardian.
7. Should the behavior, attendance, citizenship, and/or scholarship of the student be found unsatisfactory, the attendance agreement may be revoked, except for pupils entering grades 11 or 12. A recommendation to revoke an attendance agreement shall be forwarded in writing to the ~~Director, Child Welfare and Attendance~~ **Superintendent or designee**, by the administration of the school where the student is enrolled.
8. When a student's residence is changed, the parent ~~or~~/guardian shall notify the school of the change in residence.

**Financial Conditions**

Interdistrict attendance agreements shall be non-tuition unless Federal Impact Aid is involved. Under a non-tuition agreement, the financial apportionment for regular education students shall be credited to the District of attendance and not to the District of residence.

**Special Education Students**

With regard to the interdistrict attendance agreement of special education students, funding agreements between Districts shall be in accordance with the AB 602 funding model.

*Legal Reference:***EDUCATION CODE**

41020 Annual district audits

46600-46611 Interdistrict attendance agreements

48204 Residency requirements for school attendance

48300-48316 Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act

48900 Grounds for suspension or expulsion; definition of bullying

48915 Expulsion; particular circumstances

48915.1 Expelled individuals: enrollment in another district

48918 Rules governing expulsion procedures

48980 Notice at beginning of term

52317 Regional occupational center/program, enrollment of students, inter-district attendance

**ATTORNEY GENERAL OPINIONS**

87 Ops.Cal.Atty.Gen. 132 (2004)

84 Ops.Cal.Atty.Gen. 198 (2001)

**INTERDISTRICT ATTENDANCE AGREEMENTS (continued)**

**COURT DECISIONS**

*Walnut Valley Unified School District v. the Superior Court of Los Angeles County, (2011)  
192 Cal.App.4th 234*

*Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275*

*Management Resources:*

**CSBA PUBLICATIONS**

*Transfer Law Comparison, Fact Sheet, March 2011*

**WEB SITES**

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

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

Policy

Adopted: August 18, 1997

Revised: February 4, 2000

Revised: September 15, 2000

Revised: June 30, 2003

Revised: March 28, 2005

Revised: March 8, 2011

Revised:

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

**DISTRICT RESIDENCY****Regulations****1. Attendance Areas**

In order to make efficient use of facilities and to plan for the organization, operation, and administration of the schools, the ~~Capistrano Unified School District~~ Board of Trustees establishes attendance boundaries for each elementary, middle, and high school within the District in compliance with the Education Code.

A ~~S~~student must live within the school attendance area to be eligible for enrollment in that school. Schools shall accept ~~pupils~~ students living within their defined attendance area, with the following exceptions:

A school is at maximum capacity when class size has reached District and/or state regulations for that year. Students in Grades Kindergarten through 8, who need to enroll after a school's maximum capacity has been reached, will be assigned to an alternate site if all of the classes at the student's grade level are full.

If at any time during the year an opening becomes available at the student's school residence, the parents will be given the option to have the student remain at the alternate school site for the remainder of the school year or return to the student's school of residence within their attendance area. Parents of students who remain at an alternate school site until the end of the school year will also be given the option to remain at the alternate school site or return to the school within their attendance area for the next school year.

~~Students in elementary schools with Dual Language Immersion programs must enter the program in kindergarten. Students entering Grades 1 through 5 in elementary schools with Dual Language Immersion programs, who desire English-only classes, will be assigned to a nearby alternate school for the duration of their elementary program if there are no English-only classes available at the grade level. Students who have participated in a Dual Language Immersion program in another elementary school or district may be eligible to enter at their appropriate grade level.~~

Students identified as special education may be administratively assigned to alternate school sites in accordance with recommendations on their Individualized Education Programs (IEPs).

**2. Definition of Residence**

A student residing within the District may establish residency by documenting that he/she: lives with a parent/guardian within the District; is an emancipated minor living in the District, or is in the court-appointed care of a licensed foster home, family home, children's institution, or documented caregiver within the District.

A student not residing within the District shall be deemed a District resident if an interdistrict attendance agreement is in effect or if the student is confined to a District area hospital or residential care facility for treatment of a temporary disability.

**DISTRICT RESIDENCY (continued)**

District residency is not required for enrollment in ~~ROC or~~ the South Coast Regional Occupational Program (SCROP) offered after school hours/outside of bell schedule.

**3. Verification of Parent Identity**

Prior to admission, the parent, licensed foster parent, or California Superior Court-appointed legal guardian may be asked to provide a drivers license (any photo ~~drivers license~~ identification is permitted) or passport with photo ID.

**4. Proof of Residence**

Prior to admission, students living within the District must provide proof of residency.

Residence of a student shall be verified by the ~~principal~~ Superintendent or designee through two different documents upon enrollment. Acceptable documents for verification include the following: current electric/gas bill or water/sewer bill and current mortgage statement or rental agreement. An escrow statement followed by verification of closing documents is also acceptable.

In order to verify residency, the Superintendent or designee or law enforcement personnel may make a home visit, require the parent or guardian to sign a statement under penalty of perjury as to the validity of his or her residence, or require additional documents establishing proof of residence.

In the event the Superintendent or designee reasonably believes false or unreliable evidence of residency has been provided by a parent/legal guardian, the District may initiate an investigation. The Superintendent or designee may hire a private investigator. Investigators must identify themselves truthfully and are prohibited from any photographing or recording.

The Superintendent/ or designee may hire a private investigator.

For any investigation conducted pursuant to this policy, the District shall:

- a. Prohibit the surreptitious photographing or video recording of pupils who are being investigated. For purposes of this policy, "surreptitious photographing or video recording" means the covert collection of photographic or video graphic images of persons or places subject to an investigation. For purposes of this policy, the collection of images is not covert if the technology is used in open and public view.
- b. Require that the employees identify themselves truthfully as such to individuals contacted or interviewed during the course of the investigation.

If the District determines that the pupil does not meet the residency requirements for school attendance in the District, the District shall provide the parent/legal guardian with the basis for the determination. The parent/legal guardian may appeal this determination to the Superintendent or Designee within 10 business days of the determination. If an appeal is made, the burden shall be on the parent/legal guardian to show why the decision of the district should be overruled.

**DISTRICT RESIDENCY (continued)**

Students determined to have enrolled in a school by falsifying residency records shall be immediately transferred to their original school of residence.

**5. Change of Residency**

Parent/guardian must notify the school within two weeks of a change of residency within the school calendar year and provide the school with the requisite proof of residence. Failure to notify may result in an immediate transfer to the student's new school of residence. Requests to remain at the school site for subsequent school years may be addressed through the School of Choice application process.

*Legal Reference:*EDUCATION CODE

35351 Assignment of students to particular schools

48200-48204 Persons included (compulsory education law)

48204 Residency requirements for school attendance

49204.1 Reasonable evidence of residency; false or unreliable evidence; unaccompanied youth

48204.2 Pupil school enrollment; residency requirements; policy on investigation

48206.3-48208 Students with temporary disability

48980 Notification of parent or guardian

52317 Admission of persons including nonresidents to attendance area

CODE OF REGULATIONS, TITLE 22

87001 Definitions

**Policy**

Adopted: August 18, 1997

Revised: February 14, 2000

Revised: June 28, 2005

Revised: January 8, 2007

Revised: April 21, 2008

Revised: September 15, 2009

Revised: April 13, 2010

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

Revised:



**ADMISSION**

The Board of Trustees encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of children entering a District school at any grade level about admission requirements and shall assist them with enrollment procedures.

~~The Board of Trustees believes that all children should have the opportunity to receive educational services. Staff shall encourage parents/guardians to enroll all school-aged children in school. The Superintendent or designee shall maintain procedures which provide for the verification of all entrance requirements specified in law and in Board policies and regulations.~~

**Age of Admission**

Proof of age shall be required of all enrolling students. The legal evidences of age, in order of desirability, are an official or certified copy of the birth certificate, passport, or immigration certificate.

A child shall be admitted to kindergarten at the beginning of the school year if the child will have his or her fifth birthday on or before ~~one of the following dates:~~

- ~~1. December 2 of the 2011-2012 school year~~
- ~~2. November 1 of the 2012-2013 school year~~
- ~~3. October 1 of the 2013-2014 school year~~
- ~~4. September 1. of the 2014-2015 school year and each school year thereafter—~~

A child shall be admitted to transitional kindergarten if the child will have his or her fifth birthday on or between ~~the following dates:~~

- ~~1. November 2 and December 2 of the 2012-2013 school year~~
- ~~2. October 2 and December 2 of the 2013-2014 school year~~
- ~~3. September 21 and December 21.—of the 2014-2015 school year and thereafter—~~

~~A child shall be admitted to first grade at the beginning of the school year if the child will have his or her sixth birthday on or before one of the following dates:~~

- ~~1. December 2 of the 2011-2012 school year~~
- ~~2. November 1 of the 2012-2013 school year~~
- ~~3. October 1 of the 2013-2014 school year~~
- ~~4. September 1 of the 2014-2015 school year and each school year thereafter—~~

~~The Education Code states:~~

*~~Persons 16 years of age or older and under 18 years of age who have not been graduated from high school shall be permitted by the governing board to enroll in continuation classes conducted by the school district if such enrollment does not preclude attainment of the goals~~*

~~of continuation education schools and classes prescribed as determined by the governing board.~~

## **Students**

BP 5111(b)

### **ADMISSION (continued)**

~~In conformity with the Education Code, a person 16 years of age or older and under 18 years of age, who resides in the district and who has not graduated from high school, shall be permitted to enroll in Junipero Serra High School or in the Capistrano Laguna Beach Regional Occupational Program or a combination of the two in lieu of the enrollment in the regular high school program. Students must attend at least 20 hours per week.~~

Before enrolling any student in a District school, the District shall verify the student's age, residency, immunization, and other applicable eligibility criteria specified in law or other applicable Board policy. All students will have their immunization record checked when matriculating into grades TK, Kindergarten and 7.

Enrollment of a homeless or foster student or a student of a military family shall not be delayed because of outstanding fees or fines owed to the student's last school or for his/her inability to produce previous academic, medical, or other records normally required for enrollment.

In addition, no student shall be denied enrollment in a District school solely on the basis of his/her arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other contact with the juvenile justice system.

When enrolling in a District school, not including a school in their attendance area, students whose parents/guardians reside within District boundaries shall be subject to the timelines established by the Board for the School of Choice process. Students whose parents/guardians do not reside within the District or who are not otherwise eligible for enrollment in the District may apply for interdistrict attendance in accordance with the timelines specified in applicable Board policies and administrative regulations.

The District's enrollment application shall include information about the health care options and enrollment assistance available to families within the District. The District shall not discriminate against any student for not having health care coverage and shall not use any information relating to a student's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the student or his/her family.

### **Foreign Exchange Student Admission**

The Board of Trustees recognizes the value of diversity in its student population. To this end, foreign students seeking admission to District high schools on an Exchange Student Visa (J) will be admitted to District schools on a space available basis. Such admission shall be granted only when the qualified, exchange student organization has submitted all appropriate documentation to include: current immunization record, transcripts and verification of sufficient proficiency in English to benefit from participation in school in the United States.

**ADMISSION**

All students attending District high schools on J Visas will be subject to the regulations of federal and state government and the rules of the District. The approved sponsoring agency must meet all requirements of the Department of Homeland Security and Department of State's Student and Exchange Visitor Program.

**Legal Reference:****EDUCATION CODE**

46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

46600 Agreements for admission of students desiring interdistrict attendance

48000 Minimum age of admission (kindergarten)

48002 Evidence of minimum age required to enter kindergarten or first grade

48010 Minimum age of admission (first grade)

48011 Admission from kindergarten or other school; minimum age

48050-48053 Nonresidents

48200 Children between ages of 6 and 18 years (compulsory full-time education)

48350-48361 Open Enrollment Act

48850-48859 Educational placement of homeless and foster youth

49076 Access to records by persons without written consent or under judicial order

49408 Information of use in emergencies

49452.9 Health care coverage options and enrollment assistance

49700-49704 Education of children of military families

**HEALTH AND SAFETY CODE**

120325-120380 Education and child care facility immunization requirements

121475-121520 Tuberculosis tests for students

**CODE OF REGULATIONS, TITLE 5**

200 Promotion from kindergarten to first grade

201 Admission to high school

**CODE OF REGULATIONS, TITLE 17**

6000-6075 School attendance immunization requirements

**UNITED STATES CODE, TITLE 42**

11431-11435 McKinney Homeless Assistance Act

**Management Resources:**

~~U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS~~

~~Dear Colleague Letter, May 6, 2011~~

**WEB SITES**

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

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

~~U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/about/offices/list/ocr>~~

**Policy**

**Adopted:** (6/91 11/11) 4/15

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**San Juan Capistrano, California**

Revised:

**SCHOOL OF CHOICE****Purpose and Intent**

The Board of Trustees desires to provide enrollment options that meet the diverse needs and interests of District students and parents/guardians, while also balancing enrollment in order to maximize the efficient use of District facilities. The District shall establish procedures for the selection and transfer of students among District schools in accordance with law, Board policy, and administrative regulation.

The Board of Trustees endorses the neighborhood public school concept. However, the Board recognizes that some parents/guardians may wish to choose a school of attendance other than their the school assigned for their area (S school of Residence). Thus, the School of Choice (SOC) program shall be included as an integral feature of the District's instructional offerings. Once approved for School of Choice, ~~it~~ the new school is ~~now the~~ designated as a student's School of Residence Record and School of Choice applications are not needed until matriculation to middle and/or high school. The Language Immersion and Mandarin Immersion Programs are not part of the School of Choice program and are subject to their own policy.

In the event that a school is closed the Board of Trustees will give direction to which assigned school(s) the displaced students will attend.

The parents/guardians of any student who resides within District boundaries may apply to enroll their child in any District school, regardless of the location of residence within the District.

School capacities and class size mandates/guidelines are established to optimize the use of existing facilities and to maintain relatively balanced enrollments. All District schools offer high quality instructional programs addressing the District's mission, goals, and adopted curricula. However, parents/guardians may wish to apply to other District schools in order to take advantage of specialized or innovative programs, or to meet other family needs.

The Board shall annually review this policy.

**Capacity Determination**

The Superintendent or designee shall calculate each school's capacity in a nonarbitrary manner using student enrollment and available space.

**Priority Criteria for School Placement**

District students residing in any Board approved school attendance area shall first be provided the option of attending their School of Residence. After all school of residence students have been placed, all children of employees will be given priority placement for the 2015-2016 2016-2017 school year at the employees' work site, if it is a non-impacted school campus. After a determination of the number of open seats in each school, requests for School of Choice placement will be honored according to the following Priority Criteria until all openings in ~~the~~ given school are filled:

**SCHOOL OF CHOICE (continued)**

Except for the Priority Criteria listed below and in the order provided, the District shall use a random, unbiased selection process to determine who shall be admitted whenever a school campus receives admission requests that are in excess of the school campus' capacity.

Any student residing in a Community Facilities District whose residents have paid special taxes that have financed the construction of the school to which they are making an SOC application. The degree of priority shall reflect the proportion of that school's financing provided through the Community Facilities District.

Priority placement will be given to students from a Community Facilities District which contributes Mello-Roos funds to that school, as described in Board Policy 5116, as part of each priority, subject to the proportionality of available space.

If a student has continuously attended their School of Residence and moves anytime throughout the year the student may apply for School of Choice upon moving. The student may remain at that school until they matriculate to the next level.

A. Any student enrolled in a District school that has been identified on the State's Open Enrollment List or receiving Title I funds that has been identified for program improvement (PI), corrective action, or restructuring.

B. Any student enrolled in a District school designated by the California Department of Education as "persistently dangerous."

A. ~~First priority will be given to students who are enrolled in a Program Improvement School under the No Child Left Behind Act of 2001 to the annually District selected receiving schools.~~

~~D. B. Second priority will be given to Any students who continuously attended the school in the prior year. If students move to the attendance area of another District school, and wishes to remain at the same school for the remainder of the school year, they may do so, but must return to their neighborhood school at the end of the school year, or apply through School of Choice for the following year. A school of choice application must be submitted with appropriate documentation. The application window for this priority is year-round.~~

~~E. Any student who has been displaced by a school closure.~~

C. ~~Third priority will be given to a~~ Any K-11 student whose sibling is already enrolled in a non-impacted school and desire to ~~will be co-enrolled during the coming school year. Sibling means brother/sister, step-brother/step-sister, or foster brother/sister~~ residing in the same household. Co-enrolled means both siblings will be at the same school for the year. This applies to kindergarten through twelfth grade students. Students who are transferred through the IEP process will have priority to co-enroll their siblings.

Family priority, only for current School of Choice students and their siblings, will be granted<sup>106</sup> for the 2015-2016 school year. Families new to School of Choice in 2015-2016 have no

**SCHOOL OF CHOICE (continued)**

~~guarantee of sibling priority in the future.~~

~~B. Fourth priority will be given to all other students based on an unbiased, random lottery.~~

**In order to ensure that priorities for enrollment in District schools are implemented in accordance with law, applications for School of Choice shall be submitted between February and March of the school year preceding the school year for which the transfer is requested. Once the School of Choice window is closed the District will not accept applications except for students moving within the District outside the School of Choice window.**

**Determination of Openings**

~~District staff shall project the initial number of School of Choice classroom seats which will be available for the fall of the following school year. In this analysis, staff shall consider each of the following elements:~~

- ~~a. Current enrollment as it rolls forward and provides a basis for the following year's enrollment.~~
- ~~b. Projected new enrollments for the school's entry grade level (K, 6, or 9).~~
- ~~c. Projected new enrollments due to the construction of new housing facilities in District boundaries during the next year.~~
- ~~d. The ratio of enrollment to capacity as compared with the enrollment to capacity ratio of other schools in the surrounding area.~~
- ~~e. Plans for the construction of new school facilities, which would provide future relief from current overcrowded conditions.~~
- ~~f. Special programs which may have particular enrollment requirements or limitations.~~

~~When the School of Choice process is implemented each year, the initial number of openings assigned to each school may be augmented as students who are currently enrolled in a given school transfer to another school site during the School of Choice process.~~

**Language Immersion Programs Placement**

~~The District is committed to the Language Immersion Programs and bi-literacy for these students. When enrolling a child in the Language Immersion Programs, the program will continue at District selected sites, based on facility capacity, enrollment of the site overall, as well as the size of the Language Immersion Programs. Every effort will be made to maintain the Language Immersion Programs at specific sites and ensure students are able to matriculate through the program together. There may be multiple sites offering the program, and efforts will be made to ensure consistency and academic excellence.~~

## SCHOOL OF CHOICE (continued)

~~Language Immersion Programs students who wish to continue in the program will be accommodated in a school with a Language Immersion Programs. The Language Immersion Programs becomes the student's school of residence. If there are multiple Language Immersion Programs schools in the District, parents will be given the opportunity to specify their rank order preferences, which will be used to place students. Language Immersion Programs siblings will be given priority if they are co-enrolled with their Language Immersion Programs sibling.~~

### **Schools with Openings**

~~Each year the Superintendent or designee shall utilize all available information to determine which schools have openings. Schools with openings will begin the School of Choice process with a designated number of openings. Students will be placed in order of the placement priority criteria referenced in this policy.~~

### **Placement Procedures**

The District will fill openings ~~will be filled~~ in the order of the above-listed placement ~~P~~priority Criteria, until all open seats in that priority area are filled or all requests have been met, whichever occurs first. If the number of remaining available spaces at that school does not accommodate all students within a single Priority ~~Category~~Criteria, then the District shall conduct a lottery among the students within that Priority ~~Category~~Criteria and grant applications in the order of the names drawn within that category, followed by a lottery among the students within the next Priority ~~Category~~Criteria (if any) within this grouping.

The School of Choice timeline will be published on the District website.

School of Choice applications shall be initiated by a student's parent/guardian. Applications must be submitted on the District-designated form, available online on the Capistrano Unified School District website. Parents/guardians seeking placement for multiple children must submit a separate application for each student. ~~Language Immersion Programs students must also submit a School of Choice application online.~~

Parents/guardians who ~~have applied~~ apply for a School of Choice transfer by the published application deadline shall receive notice regarding ~~shall be notified of~~ the status of their transfer request by late spring. School of Choice approval is school specific and does not guarantee placement in the feeder school(s) for the school of choice.

~~With the exception of Priority ED, Applications for School of Choice will not be accepted after the School of Choice window in an effort for schools to accurately determine staffing needs and student placement for the following school year.~~

### **Eligibility for Interscholastic Athletic Participation**

When a student enrolls as a freshman (Grade 9) in any District high school, he/she will have that school identified as the school of attendance for athletic eligibility. Once eligibility has been established, a transfer to a different high school under School of Choice may result in a declaration of ineligibility to participate. Students considering a transfer to another District high school should contact California Interscholastic Federation (CIF) for eligibility guidelines.



**SCHOOL OF CHOICE (continued)**

Recruitment of students by school personnel to attend a high school other than the Sschool of Residence for the purpose of athletic participation is prohibited in accordance with CIF rules and regulations.

**Home-to-School Bus Transportation**

Transportation of students who have been placed through the School of Choice process is the responsibility of the parent/guardian.

**Non-requirements to the District**

In implementing the School of Choice program, the District is not required to:

1. ~~Make alterations in the structure or grounds of any schools or make alterations to the arrangement or function of rooms within District schools.~~
2. ~~Establish and offer any particular program in a school if such program is not offered currently in each school in the District.~~
3. ~~Alter or waive any established eligibility criteria for participation in a particular program including age requirements, course prerequisites, and required levels of performance.~~

**Transfer Back to the School of Residence**

Students approved for School of Choice placement in accordance with the priority placement criteria spelled out in this policy shall abide by all school rules and procedures. Principals may recommend to Student Services the involuntary transfer of a students back to his/her ~~their~~ Sschool of Residence or another school deemed appropriate for any of the following reasons:

1. Unsatisfactory attendance
2. Continual tardiness
3. Failure of the parent/guardian to make adequate transportation arrangements
4. Unsatisfactory academic performance
5. Unsatisfactory behavior
6. No longer residing within District boundaries

A ~~s~~Students being transferred subject to transfer back to their his/her Sschool of Residence or another school deemed appropriate have the right to an Admission and Discharge hearing relative to the infraction which ~~caused~~ initiated the involuntary transfer.

A ~~s~~Students ~~determined~~ deemed to have enrolled in a school via School of Choice by falsifying attendance or residency records shall be returned to their Sschool of Residence immediately. ~~These students will qualify as Priority D H students even if they otherwise meet the stated priority criteria.~~

A ~~s~~Students requesting a transfer to their his/her Sschool of Residence, after having been accepted into another school through the School of Choice process, will not be guaranteed<sup>109</sup> a place in their his/her school of residence, until after the next School of Choice cycle, unless

**SCHOOL OF CHOICE (continued)**

space is available.

~~This policy and procedure shall replace and supersede all prior exemptions granted by the Board. This includes, but is not limited to, the seven prior exceptions approved by the Capistrano Unified School District Board since 2003.~~

*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*

**GOVERNMENT CODE**

*53312.7 Establishment of community facilities district; goals and policies*

*Jackson v. Pasadena City School District (1963) 59 Cal. 2nd 876, 879*

*Crawford v. Board of Education (1976) 17 Cal.3d 280*

**POLICY**

adopted: February 8, 1999  
revised: November 17, 2003  
revised: December 8, 2003  
revised: February 11, 2008  
revised: December 15, 2009  
revised: March 8, 2011  
revised: February 29, 2012  
revised: February 27, 2013  
revised: February 25, 2015  
revised:

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

**ADMINISTERING MEDICATION**

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

The ~~Governing Board~~ Board of Trustees recognizes that during the school day, some students may need to take medication prescribed or ordered by an authorized health care provider to be able to fully participate in the educational program. The ~~Superintendent or designee~~ District shall develop processes for the administration of medication to these students. For any student with a disability, as defined under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973, necessary medication shall be administered in accordance with the student's individualized education program or Section 504 services plan.

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

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

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

Designated employees shall:

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

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

## ADMINISTERING MEDICATION (continued)

### Notifications

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

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

### Anaphylactic Injections

#### Epinephrine Auto-Injectors

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

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

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

(cf. 5141.23 - Asthma Management)

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

**ADMINISTERING MEDICATION (continued)**

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

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

1. At least once per school year, the District shall distribute to all staff a notice requesting volunteers to be trained to administer an epinephrine auto-injector and describing the training that the volunteer will receive. (Education Code 49414)

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

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

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

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

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

5. Notwithstanding epinephrine auto-injectors, all medication for injections shall be labeled with the student's name, type of medicine, and expiration date.

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

**ADMINISTERING MEDICATION (continued)**

A The District shall obtain a prescription for epinephrine auto-injectors for each school from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or epinephrine auto-injector manufacturers. Elementary schools shall, at a minimum, be provided one adult (regular) and one junior epinephrine auto-injector. Secondary schools shall be provided at least one adult (regular) epinephrine auto-injector, unless there are any students at the school who require a junior epinephrine auto-injector. (Education Code 49414)

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

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

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

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

(cf. 3290 - Gifts, Grants and Bequests)

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

(cf. 3580 - District Records)

Policy  
adopted: August 18, 1997

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

# Vision, Mission, and Wildly Important Goals WIGs



# Our Goal...

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





# Wildly Important Goals

## Vision and Mission

- \* **Vision:**

**An unwavering commitment  
to student success.**

- \* **Mission:**

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



# Wildly Important Goals

## WIG 1 Teaching and Learning

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

Exhibit #15



# Wildly Important Goals

## WIG 1 Teaching and Learning



CUSD will provide a coherent, rigorous, data-driven Pre-K through 12<sup>th</sup> grade instructional program where by all students will show a 5% growth in meeting or exceeding the standards on both the ELA and Math Smarter Balanced Assessments (SBA).

- \* Instructional Focus: students will demonstrate disciplinary literacy at a Depth of Knowledge (DOK) Level 3 or higher as measured by Smarter Balance, Common Interim and Local Assessment data.



# Wildly Important Goals

## WIG 1 Teaching and Learning



Exhibit #15

**CUSD will implement a Multi-Tiered System of Support (MTSS) for all students to support their social, emotional, and academic growth where by the chronic absenteeism rate will reduce by a minimum of .5% by June 2019.**

- \* Instructional Focus: provide an integrated academic, positive behavior, and social-emotional instructional and intervention support program based on individual student need to accelerate the performance of each student to meet and/or exceed standards.



# Wildly Important Goals

## WIG 1 Teaching and Learning



**CUSD will provide personalized pathways for students to be college and career ready as connected by higher education institutions and business partnerships where by student enrollment in career pathways, 9<sup>th</sup> -12<sup>th</sup>, will be increased from 32% to 50% by June 2019.**

- \* Instructional Focus: increased access to a broad course of study through CTE, Advance Placement and A-G courses as measured by Smarter Balanced Assessments and API.



# Wildly Important Goals

## WIG 2 Communications

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

Exhibit #15



# Wildly Important Goals

## WIG 2 Communications

Increase opportunities for open dialogue with CUSD stakeholders by conducting 7 high-profile community engagement opportunities by June 30, 2016 and 75 engagements by district leadership by June 30, 2016

Exhibit #15



# Wildly Important Goals

## WIG 2 Communications

By showcasing and promoting our success we will increase open rates of electronic media from 25 percent to 35 percent and increase community engagement of online media by 25 percent by June 30, 2016

Exhibit #15





# Wildly Important Goals

## WIG 2 Communications

Develop and implement a comprehensive communication plan by December 15, 2015

Exhibit #15



# Wildly Important Goals

## WIG 3 Facilities

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

Exhibit #15



# Wildly Important Goals

## WIG 3 Facilities

- \* Measure and improve work order turnaround and lower overall work orders and measure “customer” satisfaction
  - \* Reduce turnaround and lower overall work orders from 13,000 to 12,000 by June 30, 2016
    - \* New work order system
    - \* Increased Maintenance & Operations staffing
    - \* Preventative Maintenance
    - \* Seek input from stakeholders



# Wildly Important Goals

## WIG 3 Facilities

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



# Wildly Important Goals

## WIG 3 Facilities

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





## SEXUAL HARASSMENT

~~The Board prohibits sexual harassment in the working environment of District employees or applicants by any person in any form.~~

The Board of Trustees prohibits sexual harassment of district employees and job applicants.

The Board also prohibits retaliatory behavior or action against district employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and administrative regulation.

~~According to Equal Employment Opportunity Commission guidelines, sexual harassment is an act of discrimination on the basis of sex within the meaning of Title VII of the Civil Rights Act of 1964, as amended. Sexual harassment is similarly construed within the meaning of Title IX of the Education Amendments pertaining to academic life. In accordance with Title VII and Title IX, the District defines sexual harassment as follows:~~

~~—Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic status, (2) submission to, or rejection of, such conduct by an individual is used as the basis for an employment decision or academic decision affecting that person, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working or learning environment.~~

~~The definition of sexual harassment covers many forms of offensive behavior, including harassment of a person of the same sex as the harasser and harassment of a person because of their gender.~~

~~Employees who permit or engage in such harassment may be subject to disciplinary action up to and including dismissal.~~

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to staff

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

3. Ensuring prompt, thorough, and fair investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

**All Personnel**

BP 4119.11(b)

4219.11

4319.11

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (5 CCR 4964)

Any district employee or job applicant for employment who feels that he/she or another individual in the district is being sexually harassed should immediately contact his/her supervisor, principal, Personnel Services Administration, or the appointed Uniform Complaint Officer in order to obtain procedures for reporting a complaint or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to his/her supervisor, the principal, district administrator or Uniform Complaint Officer/Title IX Coordinator.

Any supervisor who receives a harassment complaint shall report complaints to the Uniform Complaint Officer, or designee, who will immediately log the complaint and shall ensure that the complaint is appropriately investigated.

Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action, up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of law relating to child abuse.

Complaints of sexual harassment shall be filed in accordance with AR 4031 - Complaints Concerning Discrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

*(cf. 4031 - Complaints Concerning Discrimination in Employment)*

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment against a district employee, job applicant, or student is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Ac*

**Legal Reference:**

**EDUCATION CODE**

200-262.4 Prohibition of discrimination on the basis of sex

**GOVERNMENT CODE**

12900-12996 Fair Employment and Housing Act, especially:

12940 Prohibited discrimination

12950.1 Sexual harassment training

**LABOR CODE**

1101 Political activities of employees

1102.1 Discrimination: sexual orientation



CODE OF REGULATIONS, TITLE 2

**All Personnel**

BP 4119.11(c)

4219.11

4319.11

7287.8 Retaliation

7288.0 Sexual harassment training and education

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs  
receiving state financial assistance

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-6 Title IX, 1972 Education Act Amendments

CODE OF FEDERAL REGULATIONS, TITLE 34

106.9 Dissemination of policy

COURT DECISIONS

*Department of Health Services v. Superior Court of California*, (2003) 31 Cal.4th  
1026

*Faragher v. City of Boca Raton*, (1998) 118 S.Ct. 2275

*Burlington Industries v. Ellreth*, (1998) 118 S.Ct. 2257

*Gebser v. Lago Vista Independent School District*, (1998) 118 S.Ct. 1989

*Oncale v. Sundowner Offshore Serv. Inc.*, (1998) 118 S.Ct. 998

*Meritor Savings Bank, FSB v. Vinson et al.*, (1986) 447 U.S. 57

*Management Resources:*

OFFICE OF CIVIL RIGHTS AND NATIONAL ASSOCIATION OF ATTORNEYS  
GENERAL

*Protecting Students from Harassment and Hate Crime*, January, 1999

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Equal Employment Opportunity Commission: <http://www.eeoc.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/index.html>

(11/01 3/04) 7/05

Policy

revised: June 14, 1999

revised: August 9, 2000

revised: July 26, 2005

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California



## NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES

The ~~Governing~~ Board of Trustees is committed to equal opportunity for all individuals in education. District programs and activities shall be free from discrimination based ~~on~~ upon actual or perceived gender, gender identity/expression, race, ethnicity, color, religion, ancestry, nationality, national origin, ethnic group identification, ~~actual or perceived sex~~, sexual orientation, marital or parental status, age, physical or mental disability or ~~any other unlawful consideration~~ on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics. The Board shall promote programs which ensure that discriminatory practices are eliminated in all District activities.

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act.

The Superintendent or designee shall ensure that the district provides auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, notetakers, written materials, taped text, and Braille or large print materials.

### *Legal Reference:*

#### *EDUCATION CODE*

*200-262.4 Prohibition of discrimination*

*48985 Notices to parents in language other than English*

*51007 Legislative intent: state policy*

#### *GOVERNMENT CODE*

*11000 Definitions*

*11135 Nondiscrimination in programs or activities funded by state*

*11138 Rules and regulations*

*12900-12996 Fair Employment and Housing Act*

*54953.2 Brown Act compliance with Americans with Disabilities Act*

#### *PENAL CODE*

*422.55 Definition of hate crime*

*422.6 Interference with constitutional right or privilege*

#### *CODE OF REGULATIONS, TITLE 5*

*4600-4687 Uniform complaint procedures*

*4900-4965 Nondiscrimination in elementary and secondary education programs*

#### *UNITED STATES CODE, TITLE 20*

*1400-1482 Individuals with Disabilities in Education Act*

*1681-1688 Discrimination based on sex or blindness, Title IX*

*2301-2415 Carl D. Perkins Vocational and Applied Technology Act*

*6311 State plans*

6312 *Local education agency plans*  
UNITED STATES CODE, TITLE 29  
794 *Section 504 of the Rehabilitation Act of 1973*  
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-2000h-6 *Title IX*  
12101-12213 *Americans with Disabilities Act*  
CODE OF FEDERAL REGULATIONS, TITLE 28  
35.101-35.190 *Americans with Disabilities Act*  
36.303 *Auxiliary aids and services*  
CODE OF FEDERAL REGULATIONS, TITLE 34  
100.1-100.13 *Nondiscrimination in federal programs, effectuating Title VI*  
104.1-104.39 *Section 504 of the Rehabilitation Act of 1973*  
106.1-106.61 *Discrimination on the basis of sex, effectuating Title IX, especially:*  
106.9 *Dissemination of policy*

*Management Resources:*

CSBA PUBLICATIONS  
*Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014*  
*Interim Guidance Regarding Transgender Students, Privacy, and Facilities, September 27, 2013*  
*Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011*  
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS  
*Notice of Non-Discrimination, January 1999*  
*Protecting Students from Harassment and Hate Crime, January 1999*  
*Nondiscrimination in Employment Practices in Education, August 1991*  
U.S. DEPARTMENT OF JUSTICE PUBLICATIONS  
*2010 ADA Standards for Accessible Design, September 2010*  
WEB SITES  
CSBA: <http://www.csba.org>  
California Department of Education: <http://www.cde.ca.gov>  
California Safe Schools Coalition: <http://www.casafeschools.org>  
Pacific ADA Center: <http://www.adapacific.org>  
U.S. Department of Education, Office for Civil Rights:  
<http://www.ed.gov/about/offices/list/ocr>  
U.S. Department of Justice, Civil Rights Division, *Americans with Disabilities Act*:  
<http://www.ada.gov>

Policy  
adopted: December 11, 1995  
revised: March 29, 1999  
revised: December 6, 1999

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

## NONDISCRIMINATION IN EMPLOYMENT

The Board of Trustees desires to provide a positive work environment where employees and job applicants are assured of equal access and opportunities and are free from harassment in accordance with law. The Board prohibits district employees from discriminating ~~unlawful discrimination~~ against and/or harassment ~~harassing~~ any other of District employees district employee or job applicants on the basis of ~~their sex~~ the person's actual or perceived gender or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, actual or perceived gender, gender identity, gender expression, sex, or perceived sexual orientation.

~~sexual orientation, race, color, religion, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, or veteran status, at any district site and/or activity. The Board also prohibits retaliation against any employee or job applicant who complains, testifies, or in any way participates in the Districts' complaint procedures instituted pursuant to this policy~~

~~All employees are expected to carry out their responsibilities in a manner that is free from discriminatory statements or conduct. Any District employee who engages or participates in unlawful discrimination or who aids, abets, incites, compels, or causes another to discriminate is in violation of this policy and is subject to disciplinary action, up to and including dismissal. Any District employee who observes or has knowledge of an incident of unlawful discrimination or harassment shall report the incident to the principal, appropriate supervisor or Superintendent as soon as practical. Failure to report discrimination or harassment may result in the disciplinary action of an employee.~~

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 4032 - Reasonable Accommodation)*

*(cf. 4033 - Lactation Accommodation)*

*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

*(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)*

*(cf. 4154/4254/4354 - Health and Welfare Benefits)*

*(cf. 5145.7 - Sexual Harassment)*

Prohibited discrimination consists of the taking of any adverse employment action against a person, including termination or denial of promotion, job assignment, or training, or in discriminating against the person in compensation, terms, conditions, or other privileges of employment based on any of the prohibited categories of discrimination listed above.

~~The Superintendent or designee shall regularly publicize this policy and the availability of complaint procedures throughout the District and the community.~~

The prohibition against discrimination based on the religious creed of an employee or job applicant includes any discrimination based on the person's religious dress or grooming practices or any conflict between the person's religious belief, observance, or practice and an employment requirement. The prohibition against discrimination based on the sex of an employee or job

applicant shall include any discrimination based on the person's pregnancy, childbirth, breastfeeding, or any related medical conditions. (Government Code 12926, 12940)

Harassment consists of any unwelcome verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe or pervasive that it adversely affects an individual's employment opportunities, has the purpose or effect of unreasonably interfering with the individual's work performance, or creates an intimidating, hostile, or offensive work environment.

The Board also prohibits retaliation against any district employee or job applicant who complains, testifies, assists, or in any way participates in the District's complaint procedures instituted pursuant to this policy.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

Any employee or job applicant who believes that he/she has been or is being discriminated against or harassed in violation of district policy should, as appropriate, immediately contact his/her supervisor, or the Superintendent's designee who shall advise the employee or applicant about the district's procedures for filing, investigating, and resolving any such complaint.

Complaints regarding employment discrimination or harassment shall immediately be investigated in accordance with AR 4031 - Complaints Concerning Discrimination in Employment.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to the Superintendent or Superintendent's designee as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately.

The Superintendent or designee shall provide training to employees about how to recognize harassment and discrimination, how to respond appropriately, and components of the district's policies and regulations regarding discrimination.

*(cf. 4131- Staff Development)*

*(cf. 4231- Staff Development)*

*(cf. 4331- Staff Development)*

The Superintendent or designee shall regularly publicize, within the district and in the community, the district's nondiscrimination policy and the availability of complaint procedures. Such publication shall be included in each announcement, bulletin, or application form that is used in employee recruitment. (34 CFR 100.6, 106.9)

The district's policy shall be posted in all district schools and offices including staff lounges. (5 CCR 4960)

*Legal Reference:*

*EDUCATION CODE*

*200-262.4 Prohibition of discrimination*

*CIVIL CODE*

*51.7 Freedom from violence or intimidation*

*GOVERNMENT CODE*

*11135 Unlawful discrimination*

*12900-12996 Fair Employment and Housing Act*

*PENAL CODE*

*422.56 Definitions, hate crimes*

*CODE OF REGULATIONS, TITLE 2*

*7287.6 Terms, conditions and privileges of employment*

*CODE OF REGULATIONS, TITLE 5*

*4900-4965 Nondiscrimination in elementary and secondary education programs*

*UNITED STATES CODE, TITLE 20*

*1681-1688 Title IX of the Education Amendments of 1972*

*UNITED STATES CODE, TITLE 29*

*621-634 Age Discrimination in Employment Act*

*794 Section 504 of the Rehabilitation Act of 1973*

*UNITED STATES CODE, TITLE 42*

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

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

*2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008*

*2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964*

*6101-6107 Age discrimination in federally assisted programs*

*12101-12213 Americans with Disabilities Act*

*CODE OF FEDERAL REGULATIONS, TITLE 28*

*35.101-35.190 Americans with Disabilities Act*

*CODE OF FEDERAL REGULATIONS, TITLE 34*

*100.6 Compliance information*

*104.7 Designation of responsible employee for Section 504*

*104.8 Notice*

*106.8 Designation of responsible employee and adoption of grievance procedures*

*106.9 Dissemination of policy*

*110.1-110.39 Nondiscrimination on the basis of age*

*COURT DECISIONS*

*Thompson v. North American Stainless LP, (2011) 131 S.Ct. 863*

*Shephard v. Loyola Marymount, (2002) 102 Cal.App.4th 837*

*Management Resources:*

*U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS*

*Notice of Non-Discrimination, August 2010*

*U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS*

*Questions and Answers: Religious Discrimination in the Workplace, 2008*

*Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, October 2002*

*Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999*

*WEB SITES*

*California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>*

*U.S. Department of Education, Office for Civil Rights:*

*<http://www.ed.gov/about/offices/list/ocr>*

*U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>*

( 3/12 11/12) 12/14

Policy

adopted: February 24, 1997

revised: April 26, 1999

revised: December 6, 1999

revised: November 15, 2004

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California



**NONDISCRIMINATION**

~~District programs and activities shall be free from discrimination with respect to sex, race, color, religion, national origin, ethnic group, marital or parental status, actual or perceived sexual orientation, and physical or mental disability.~~

~~(cf. 0410 - Nondiscrimination)~~

~~(cf. 1312.3 - Uniform Complaint Procedures)~~

~~The Governing Board shall ensure equal opportunities for all students in admission and access to academic courses, guidance and counseling programs. Athletic programs, testing procedures, vocational education and other activities.~~

~~Separate arrangements may be made for students according to gender in order to protect modesty in shower rooms, to adjust grading standards in physical education and athletic competition, or to accommodate the special needs of choral groups, drill teams, cheerleaders and the like.~~

~~School staff and volunteers must be especially careful to guard against unconscious discrimination and stereotyping in instruction, guidance and supervision.~~

~~(cf. 1240 - Volunteer Assistance)~~

~~(cf. 6162.5 - Research/Standardized Testing)~~

The Board of Trustees desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying of any student based on the student's actual or perceived race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school. (Education Code 234.1)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6164.6 - Identification and Education Under Section 504)

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, includes physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also shall include the creation of a hostile environment when the prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who files or otherwise participates in the filing or investigation of a complaint or report regarding an incident of discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the educational program. He/she shall report his/her findings and recommendations to the Board after each review.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion for behavior that is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

*(cf. 4118 - Suspension/Disciplinary Action)*

*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

*(cf. 5145.2 - Freedom of Speech/Expression)*

*Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014*  
*Final Guidance Regarding Transgender Students, Privacy, and Facilities, March 2014*  
*Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011*

**FIRST AMENDMENT CENTER PUBLICATIONS**

*Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006*

**NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS**

*Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004*

**U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS**

*Dear Colleague Letter: Title IX Coordinators, April 2015*

*Dear Colleague Letter: Harassment and Bullying, October 2010*

*Notice of Non-Discrimination, January 1999*

**WEB SITES**

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

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

California Safe Schools Coalition: <http://www.casafeschools.org>

First Amendment Center: <http://www.firstamendmentcenter.org>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr>

(4/13 2/14) 10/14

Policy  
adopted: August 18, 1997  
revised: December 6, 1999

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



**COMPLAINT PROCEDURES**

The Board of Trustees accepts responsibility for providing a means by which the public can hold employees accountable for their actions. The Board desires that complaints be resolved expeditiously without disrupting the educational process.

The Superintendent or designee shall develop regulations which permit the public to submit complaints against district employees in an appropriate way. These regulations shall protect the rights of involved parties. The Board may serve as an appeals body if the complaint is not resolved.

*(cf. 1312.2 - Complaints Concerning Instructional Material)*

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 3515.2 - Disruptions)*

The Board prohibits retaliation against complainants. The Superintendent or designee at his/her discretion may keep a complainant's identity confidential, except to the extent necessary to investigate the complaint. The district will not investigate anonymous complaints unless it so desires.

Capistrano Unified School District exists to provide the best educational program and learning environment possible for all students entrusted to its care. To that end, the District welcomes constructive criticism of policies, programs or operational decisions in order to improve its efforts and be responsive to its clients. To the extent that the District might need to consider changing a current practice or revisit a previous decision, it endeavors to do so in a deliberate and orderly manner. The District also has a need and desire to protect its employees from frivolous complaints which could serve as distractions to the effective pursuit of the District's mission.

Students, parents/guardians, and community members within the District having a complaint or disagreement about a District issue, situation or employee decision or action and seeking a specific redress are asked to follow the procedures outlined in this policy in order to have the complaint, grievance or difference of opinion addressed in an orderly manner. The procedures outlined herein are intended to be responsive yet fair, to encourage thoughtful deliberation, and to make clear a complainant's avenues of appeal.

In the interest of protecting the rights of anyone seeking redress of a perceived grievance, no harassment or retaliation of any kind against a student, parent/guardian, or community member shall occur because a complaint was filed.

It is the intent of the Board of Trustees that matters giving rise to a complaint be addressed first on an informal basis and at the level closest to the situation. If a complaint cannot be addressed and resolved informally, then the formal steps of Levels 2, 3 and 4 are available to any complainant leading, if necessary, to ultimate resolution by the Board of Trustees.

If a complaint by a parent concerns review and changing of a student's written record, including the student's grade(s), this policy shall be superseded by the protocol spelled out in Education Code Sections 49070 and 49071.

If confidentiality is a concern, every effort shall be made to respect the wishes of the complainant, without compromising the rights of all other parties involved.

**I. Level 1 (Informal Level)**

- a. In an effort to seek immediate resolution of the concern, the complainant shall first interact with the individual who is the subject of the complaint or is in the best position to address the complaint if it is a non-personnel-related matter. The only exception shall be if a situation exists which is determined to be extremely sensitive or could represent a violation of law or District policies.

## COMPLAINT PROCEDURES (continued)

BP 1312.1 (b)

- b. ~~If the complaint is not resolved at the direct contact level, the complainant shall confer with the immediate supervisor of the employee who is the subject of the complaint or who is in the best position to take action on a non personnel related complaint. The supervisor shall communicate with the employee who is the subject of or closest to the complaint, and any other involved parties, in an attempt to assist in informally resolving the issue. Until such informal communication with the employee and employee's supervisor has been completed, the complaint shall not progress to the formal procedure outlined in Level 2.~~
- e. ~~If the supervisor of the employee who is the subject of the complaint (or the person in the best position to address a non personnel related complaint) is not able to satisfy the complainant, the supervisor shall make a decision either to find no cause to overrule the employee's decision or action, or on the other hand, to overrule the employee and then, through delegated authority from the Superintendent, direct alternative action. The supervisor shall advise all parties of his/her judgment.~~
- d. ~~If the complainant is not satisfied with the outcome and chooses to pursue resolution to his/her personal satisfaction, the complainant has ten (10) working days to appeal the Level 1 decision to Level 2.~~

### ~~II. Level 2~~

- a. ~~The complainant shall obtain, complete and submit a Complaint Form (Attachment A) to the principal or appropriate department head identified in the section of this policy entitled, *Where to File A Level 2 Complaint*. (Complaint Forms, along with copies of this policy, are available at each school and the receptionist's desk in the District Office, and can also be accessed on the District's website.)~~
- b. ~~The principal or department head shall review the completed Complaint Form and provide a copy to the employee who is the subject of the complaint (or in a position to resolve the complaint) and other involved parties, as he/she deems appropriate.~~
- e. ~~The principal or department head shall investigate the facts and, in a timely manner, communicate with the complainant, the employee who is the subject of the complaint, and others as he/she deems appropriate. He/she shall advise all parties of his/her decision either to find no cause to overrule the employee's decision, or to overrule the employee who is the subject of the complaint and then, through delegated authority from the Superintendent, direct alternative action. The principal or department head shall, within ten (10) working days, advise all parties of his/her judgment.~~
- d. ~~If the complainant is satisfied with the principal's or department head's decision at Level 2, the completed Complaint Form shall be filed in the office of the principal or department head. If the complainant is not satisfied with the outcome at Level 2, he/she has ten (10) working days to appeal the Level 2 decision to Level 3. A copy of the completed Complaint Form shall be forwarded to the Superintendent's Office for processing.~~

### ~~III. Level 3~~

- a. ~~The principal or department head, upon notice from the complainant that he/she is appealing to Level 3, shall forward a copy of the Complaint Form to the Superintendent's Office. The principal or department head shall have completed that portion of the form reporting the disposition of the complaint, including a brief statement explaining his/her judgment regarding its disposition.~~
- b. ~~Upon receipt, the Superintendent or designee shall, within ten (10) working days, issue a judgment regarding the complaint or, as an alternative, the Superintendent or designee may forward the entire matter to the Complaint Review Panel for an advisory opinion. The Complaint Review Panel shall be comprised of three adults not affiliated with the complainant or the school where their children attend.~~

## COMPLAINT PROCEDURES (continued)

BP 1312.1 (c)

~~All panel members are appointed by the Superintendent and/or his designee. One of the panel members will be a district employee, the other two may be parents or citizen representatives.~~

- ~~e. Where the Superintendent or designee has requested an advisory opinion from the Complaint Review Panel, the panel shall conduct, in a timely manner, a hearing where the complainant may present his/her case.~~
- ~~d. The Complaint Review Panel, within five (5) working days of the hearing, shall render an advisory recommendation to the Superintendent or designee. The Superintendent or designee, within five (5) working days of the Complaint Review Panel's advisory recommendation, shall advise all parties of his/her final judgment.~~
- ~~e. If the complaint is not resolved to the personal satisfaction of the complainant after notification of the judgment by the Superintendent or designee at Level 3, the final level of appeal shall rest with the Board of Trustees.~~

### IV. Level 4

- ~~a. If the complainant wishes to appeal to Level 4, he/she has ten (10) working days to submit, in writing a request for an appearance at a regularly scheduled meeting of the Board of Trustees where he/she shall be heard in accordance with Board Bylaw 9322 and the California Brown Act (GC54957). The Board has the option to:
  - ~~1. Take no action, which has the effect of upholding staff's earlier judgments.~~
  - ~~2. Take action reversing staff's decision.~~
  - ~~3. Take action modifying the direction of staff's decision.~~~~
- ~~b. The decision of the Board of Trustees shall be final.~~

### Legal Reference:

#### EDUCATION CODE

33308.1 Guidelines on procedure for filing child abuse complaints

35146 Closed sessions

44031 Personnel file contents and inspection

44811 Disruption of public school activities

44932-44949 Resignation, dismissal and leaves of absence (rights of employee; procedures to follow)

48987 Child abuse guidelines

#### GOVERNMENT CODE

54957 Closed session; complaints re employees

54957.6 Closed session; salaries or fringe benefits

#### PENAL CODE

273 Cruelty or unjustifiable punishment of child

11164-11174.3 Child Abuse and Neglect Reporting Act

#### WELFARE AND INSTITUTIONS CODE

300 Minors subject to jurisdiction of juvenile court

*Management Resources:*

*CDE LEGAL ADVISORIES*

*0910.93 Guidelines for parents to report suspected child abuse by school district employees or other persons against a pupil at school site (LO:4-93)*

(6/92 6/93) 6/94

Errata changes 10/96

Policy

adopted: April 9, 2001

revised: August 13, 2007

revised: September 24, 2014

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California





Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, California, CA

For official use only:

## Complaint Form

~~This form will be processed only after Level 1 of Board Policy 1312.1, Complaint Procedures, has been completed.~~

Please Print

Name: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Other Phone: \_\_\_\_\_

I am a (Please check one) ☐ Parent ☐ Community Member ☐ Student ☐ Employee

### I wish to complain about:

Name of person, program or activity: \_\_\_\_\_

Location of incident/situation: \_\_\_\_\_

When did this event/incident occur? \_\_\_\_\_

### Nature of the complaint:

Please describe your complaint (or attach a letter/statement), including names and places involved so that we may have a complete understanding of the concern.

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Has the complaint been discussed with the employee and/or immediate supervisor named in the complaint (if applicable)? ☐ yes ☐ no

If so, to whom have you spoken? \_\_\_\_\_ Date of conversation: \_\_\_\_\_

Individual(s) who could supply additional information about the complaint:

Name: \_\_\_\_\_ Where they may be contacted: \_\_\_\_\_

\_\_\_\_\_  
(over)



Solution or remedy sought by complainant:

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I understand that the school district may request further information about this matter, and if such information is available, I agree to present it upon request. I also understand that a copy of this complaint may be given to the employee or supervisor against whom the complaint is made (if applicable). I acknowledge that the school district prohibits retaliation or harassment against any individual or the child of a parent who submits a complaint.

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Signature of Complainant \_\_\_\_\_ Date \_\_\_\_\_

This Complaint Form is provided in accordance with Board Policy 1312.1, Compliant Procedures, approved September 2014 by the Board of Trustees of Capistrano Unified School District.

For office use only:

Level 2 Resolution: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Level 2 Administrator/Department Head \_\_\_\_\_

Date \_\_\_\_\_

Level 3 Resolution: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Superintendent/Superintendent's Designee \_\_\_\_\_

Date \_\_\_\_\_

4/2015 ml

**COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS****Intent**

~~The Governing Board takes great care in the adoption of instructional materials and includes parent and community representation on the District Instructional Materials Review Committee. However, the Board is aware that all adopted materials and other supplementary materials selected by teachers may not be acceptable to all students, their parent/guardians, or other District residents. This policy specifically addresses complaints concerning instructional materials.~~

**Definitions****1. ~~Instructional Material~~**

~~Instructional material means all material designed or selected for use by students and their teachers as a learning resource which will help students acquire facts, skills, or opinions or to develop cognitive processes. Instructional materials may be printed or non-printed and may include textbooks, supplementary textbooks, library books, multimedia, computer software, and other instructional material and equipment.~~

**2. ~~Basic Instructional Material~~**

~~Basic instructional material means instructional materials designed or selected for use by students as a principal learning resource and which meet the goals of the adopted curriculum and related State Frameworks.~~

**3. ~~Supplementary Instructional Material~~**

~~Supplementary instructional materials mean instructional materials designed or selected to serve, but not limited to, one or more of the following purposes, for a given subject at a given grade level:~~

- ~~a. To provide more complete coverage of a subject or subjects included in a given course.~~
- ~~b. To provide for meeting the various learning ability levels of students in a given age group or grade level.~~
- ~~c. To provide for meeting the diverse educational needs of students who are acquiring English as a second language.~~
- ~~4. To provide for meeting the educational needs of culturally diverse students.~~

## COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS (continued)

### Procedure

#### 1. ~~Informal Level~~

- a. ~~Initial complaints or objections concerning instructional materials shall be directed to the principal of the school where such materials are in use.~~
- b. ~~The principal shall notify the teacher(s) using the materials of the nature, extent, and source of the complaint and the teacher(s) shall have the opportunity to meet with the complainant and principal, or principal's designee, and participate in an attempt to resolve the complaint at the informal level.~~

#### 2. ~~Written Statement of Complaint~~

- a. ~~If the complaint is unresolved at the informal level, the complainant will be notified in writing by the principal of his/her right to file a written complaint.~~
- b. ~~Written complaints will be made by completion of the "Citizen's Request For Reconsideration of Instructional Materials" form and will be filed at the school site where the materials are in use. Copies of the complaint will be distributed to the Superintendent, principal, teacher(s), and complainant.~~
- c. ~~The school principal shall attempt to resolve the issue(s) described in the written complaint and shall notify the Superintendent of the status of the complaint.~~
- d. ~~Individual students may be excused from using challenged materials after the parent/guardian has presented a written complaint. The teacher will then assign the student alternate materials.~~
- e. ~~Use of the challenged materials by a class, school, or the District shall not be restricted unless so directed by the Superintendent, or Superintendent's designee, as described in III, C, (3) of this policy.~~

#### 3. ~~Reviewing Committee~~

- a. ~~If the complaint is unresolved, the Superintendent will appoint a Reviewing Committee to consider the complaint and review the instructional materials involved.~~

**COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS (continued)**

- b. ~~The Reviewing Committee shall consist of at least five members, including a District office administrator, the District librarian, and a school site administrator, teacher, and parent from the same level (elementary, middle, or secondary) where the material(s) are in use, but not from the school where the complaint was filed. The Coordinator, Special Projects and Grants, shall serve as the Reviewing Committee chairperson.~~
- e. ~~During the time the written complaint is being considered, the Superintendent may allow the materials to continue to be used or may suspend the use of the materials until the complaint is resolved.~~
- d. ~~The Reviewing Committee shall, as appropriate, consider: the educational philosophy of the District; the professional opinions of mainstream teachers of the subject and to other competent authorities; review of the materials by reputable bodies; the teacher's stated instructional objectives in using the materials. the objections of the complainant; and, if necessary, hear personal testimony of the complainant, teacher using the materials, or other interested parties.~~
- e. ~~The Reviewing Committee shall determine the extent to which the challenged material supports the curriculum, the educational appropriateness of the material, and its suitability for the age level of the students in the classroom.~~

**4. ~~Resolution of the Complaint~~**

- a. ~~The Reviewing Committee shall submit to the Superintendent a written summary of its findings, including recommendations for resolution of the complaint.~~
- b. ~~Upon receipt of the Reviewing Committee's report and recommendations, the Superintendent shall render a decision in the matter and the Superintendent, or Superintendent's designee, shall send written notification of the decision to the complainant, Reviewing Committee, and school where the materials are in use.~~

**5. ~~Appeal of Resolution~~**

- a. ~~The Board believes the Superintendent and staff are well qualified to consider complaints concerning instructional materials and generally accept the Superintendent's decision in these matters. However, if there is a dispute concerning the Superintendent's judgement, the complainant may appeal the matter to the Board of Trustees at a regularly scheduled Board meeting, in accordance with Brown Act provisions.~~

## COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS (continued)

- b. ~~In the case of an appeal, the Superintendent, or Superintendent's designee, will notify the complainant and Reviewing Committee of the date when the appeal will be considered by the Board of Trustees. The decision of the Board of Trustees will be the final resolution of the complaint.~~

~~(cf. 4324 - Uniform Complaint Procedures)~~

~~(cf. 6136 - Controversial Issues)~~

~~(cf. 6160 - Instructional Materials Adoption: Selection and Evaluation)~~

The Board of Trustees uses a comprehensive process to adopt district instructional materials that is based on selection criteria established by law and Board policy and includes opportunities for the involvement of parents/guardians and community members. Complaints concerning the content or use of instructional materials, including textbooks, supplementary instructional materials, library materials, or other instructional materials and equipment, shall be properly and fairly considered using established complaint procedures.

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6163.1 - Library Media Centers)

Parents/guardians are encouraged to discuss any concerns regarding instructional materials with their child's teacher and/or the school principal. If the situation remains unresolved, a complaint may be filed using the process specified in the administrative regulation.

The district shall accept complaints concerning instructional materials only from staff, district residents, or the parents/guardians of children enrolled in a district school.

When deliberating upon challenged materials, the Superintendent and/or review committee shall consider the educational philosophy of the district, the professional opinions of teachers of the subject and of other competent authorities, reviews of the materials by reputable bodies, the teacher's stated objectives in using the materials, community standards, and the objections of the complainant.

Complainants are encouraged to accept the Superintendent's or review committee's decision. However, if the complainant finds that decision unsatisfactory, he/she may appeal the decision to the Board.

(cf. 9322 - Agenda/Meeting Materials)

The district's decision shall be based on educational suitability of the materials and the criteria established in Board policy and administrative regulation.





## COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS (continued)

*(cf. 6144 - Controversial Issues)*

*(cf. 9000 - Role of the Board)*

*(cf. 9005 - Governance Standards)*

When any challenged instructional material is reviewed by the district, it shall not be subject to further reconsideration for 12 months, unless the Superintendent determines that reconsideration is warranted.

Complaints related to sufficiency of textbooks or instructional materials shall be resolved pursuant to the district's Williams uniform complaint procedure at AR 1312.4.

*(cf. 1312.1 - Complaints Concerning District Employees)*

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

### *Legal Reference:*

#### *EDUCATION CODE*

*18111 Exclusion of books by governing board*

*35010 Control of district; prescription and enforcement of rules*

*35186 Williams Uniform Complaint Procedures*

*44805 Enforcement of course of studies; use of textbooks, rules and regulations*

*51501 Subject matter reflecting on race, color, etc.*

*60000-60005 Instructional materials, legislative intent*

*60040-60048 Instructional requirements and materials*

*60119 Public hearing on sufficiency of materials*

*60200-60206 Elementary school materials*

*60226 Requirements for publishers and manufacturers*

*60400-60411 High school textbooks*

*60510-60511 Donation of sale of obsolete instructional materials*

### *Management Resources:*

#### *CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES*

*1002.90 Selection of Instructional Materials, CIL: 90/91-02*

#### *CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*

*Standards for Evaluation of Instructional Materials with Respect to Social Content, 1986 edition, revised 2001*

#### *WEB SITES*

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

*California Department of Education, Curriculum and Instruction:  
<http://www.cde.ca.gov/ci>*

(9/88 12/90) 3/06

Policy  
Adopted: October 2, 1995

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

**UNIFORM COMPLAINT PROCEDURES****~~I. PURPOSE~~**

- ~~A. The Board of Trustees recognizes that the District has primary responsibility for ensuring that it complies with applicable state and federal laws and regulations governing educational programs. The District shall investigate and seek to resolve complaints at the local level.~~
- ~~B. This policy specifically addresses federal regulations referred to in §504 of the Rehabilitation Act of 1973 as well as the Americans with Disabilities Act of 1990. In addition, this policy addresses State Department of Education, Title 5, California Code of Regulations §§4600-4670 (5 CCR §§4600-4670), requiring that all school districts establish a local uniform complaint procedure for the following programs administered by the State Department of Education:~~
- ~~1. Adult Basic Education pursuant to Education Code §§8500-8538 and §§52500-52616.5;~~
  - ~~2. Consolidated Categorical Aid Programs as listed in Education Code §64000(a);~~
  - ~~3. Migrant Education established pursuant to Education Code §§54440-54445;~~
  - ~~4. Career Technical and Technical Education and Training Programs established pursuant to Education Code §§52300-52480;~~
  - ~~5. Child Care and Development Programs established pursuant to Education Code §§8200-8493;~~
  - ~~6. Child Nutrition programs established pursuant to Education Code §§49490-49560;~~
  - ~~7. Special Education programs established pursuant to Education Code §§56000-56885 and §§59000-59300;~~
  - ~~8. Indian Education programs established pursuant to Education Code §§33370-33383.~~
- ~~C. This policy also applies to the filing of complaints which allege unlawful discrimination, harassment, intimidation or bullying based upon actual or perceived ethnic group identification, race, ethnicity, ancestry, nationality, national origin, religion, age, marital or parental status, sexual orientation, gender, gender identity/expression, sex, color, or physical or mental disability, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by the District, which is funded directly by, or that receives or benefits from any state financial assistance.~~

**UNIFORM COMPLAINT PROCEDURES (continued)**

~~Complaints alleging unlawful discrimination in employment addressing these protected groups may be filed under other Board policies. Uniform Complaints may also be filed by individuals who believe that a District employee has attempted to use official authority or influence to threaten or coerce another employee from assisting parents/guardians in obtaining services for their special education child.~~

- ~~D. This policy also applies to complaints related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff. Teacher vacancies and misassignments shall be investigated pursuant to the district's Williams uniform complaint procedure.~~
- ~~E. This policy also applies to complaints alleging the District's non-compliance with the law regarding the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities.~~
- ~~F. This policy also applies to complaints alleging the District's non-compliance with Local Control Accountability Plan (LCAP) requirements.~~
- ~~G. The Board encourages the early, informal resolution of complaints at the site level whenever possible.~~
- ~~H. The Board recognizes that a neutral mediator can often suggest an early compromise that is agreeable to all parties in a dispute. The Superintendent or designee shall ensure that the mediation results are consistent with state and federal laws and regulations.~~

**II. DEFINITIONS**

- ~~A. **Discrimination Complaint.** A written allegation officially made to the Uniform Complaint Officer or designee, by a student, parent or guardian or school employee, that there has been a violation of federal or state law or regulations governing educational programs. Improper use of authority in connection with special education referrals is subject to direct state intervention (Education Code §56406).~~
- ~~B. **Complainant.** Any individual (student, employee, parent or guardian) including a person's duly authorized representative or interested third party, public agency or organization who files a written complaint that alleges violation of federal or state laws or regulations, including allegations of unlawful discrimination in programs and activities funded directly by the state or receiving any financial assistance from the state.~~
- ~~C. **Respondent.** Individual(s) charged with or having responsibility for the alleged discriminatory action(s).~~
- ~~D. **Immediate Supervisor.** Individual having immediate supervisory authority over the employee.~~

**UNIFORM COMPLAINT PROCEDURES (continued)**

~~E. **Principal/Administrator.** The management level employee having immediate administrative authority over program(s) at a site where the alleged violation occurred.~~

~~F. **Uniform Complaint Officer.** The Uniform Complaint Officer, District office, responsible for implementing and monitoring compliance with federal/state regulations. The Uniform Complaint Officer is authorized to recommend a final determination on the resolution of discrimination and program compliance complaints.~~

**III. NON RETALIATION/CONFIDENTIALITY**

~~The Board prohibits retaliation in any form for the filing of a complaint, the reporting of instances of discrimination, or for participation in complaint procedures. Such participation shall not in any way affect the status, grades, or work assignments of the complainant. The identity of a complainant alleging discrimination shall remain confidential, as appropriate.~~

**IV. UNIFORM COMPLAINT OFFICER**

~~The Board of Trustees of the Capistrano Unified School District places the responsibility of appointing a Uniform Complaint Officer on the Superintendent. The Superintendent shall appoint a management level employee of the District to act as the established Uniform Complaint Officer that shall be knowledgeable about laws/programs that they are assigned to investigate. The Uniform Complaint Officer will receive and investigate complaints and ensure District compliance with applicable law. The Superintendent will notify the Board, employees and the public of the name and contact information for the Uniform Complaint Officer.~~

**V. NOTIFICATIONS**

~~The Superintendent or designee shall meet the notification requirements of 5 CCR §4622 to all students, employees, parents or guardians, advisory committees, and other interested parties, including the annual dissemination of District complaint procedures and information about available appeals, civil law remedies and conditions under which a complaint may be taken directly to the California Department of Education. The Superintendent or designee shall ensure that the complainants understand that they may pursue other remedies, including actions before civil courts or other public agencies.~~

**VI. PROCEDURE FOR DISCRIMINATION COMPLAINTS**

~~The following procedure shall be used to address all complaints which allege that the District has violated federal or state laws or regulations governing educational programs. The Uniform Complaint Officer shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 5 CCR §4630. Parties involved shall be notified when a complaint is filed, and when appropriate, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.~~

## UNIFORM COMPLAINT PROCEDURES (continued)

**A. COMPLAINT PROCESS****Step #1. Filing of Complaint**

- ~~An individual, public agency or organization may file a written complaint of alleged noncompliance by the District. Complaints alleging unlawful discrimination may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or specific class of individuals has been subjected to unlawful discrimination. The complaint must be initiated no later than six months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination unless the Superintendent of Public Instruction grants an extension (5 CCR §4630).~~
- ~~A complaint alleging noncompliance with the law regarding the prohibition against requiring students to pay student fees, deposits, and charges may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.~~
- ~~The complaint shall be presented to the Uniform Complaint Officer who shall maintain a log of complaints received, providing each with a code number and a date. If a complainant is unable to put a complaint in writing due to conditions such as illiteracy or other disabilities, District staff shall help him/her to file the complaint.~~

**Step #2. Mediation**

- ~~Upon receipt of the complaint, the Uniform Complaint Officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the Uniform Complaint Officer shall make all arrangements for this process. Before initiating the mediation of a discrimination complaint, the Uniform Complaint Officer shall ensure that all parties agree to make the mediator a party to related confidential information.~~
- ~~If the mediation process does not resolve the problem within the parameters of law, the Uniform Complaint Officer shall proceed with his/her investigation of the complaint.~~
- ~~The use of mediation shall not extend the District's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.~~

**Step #3. Investigation of Complaint**

- ~~Investigation shall provide an opportunity for the complainant or the complainant's representative, or both, and local education agency representatives to present information relevant to the complaint and to question each other or each other's witnesses if determined appropriate by the Uniform Complaint Officer.~~

**UNIFORM COMPLAINT PROCEDURES (continued)**

- ~~Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of lack of evidence to support the allegations.~~
- ~~Refusal by the Local Education Agency to provide the investigator with access to records and/or information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.~~

**Step #4. District Response**

- ~~Within 60 days of receiving the complaint, the Uniform Complaint Officer shall prepare and send to the complainant a written report of the District's investigation and decision, as described in Step #5 below, unless the complainant agrees in writing to an extension of time.~~

**Step #5. Final Written Decision**

- ~~The report of the District's decision shall be written in both English and in the language of the complainant whenever required by law.~~
- **The report shall include:**
  1. ~~A detailed statement of all specific issues that were brought up during the investigation and the extent to which these issues were resolved.~~
  2. ~~The findings, conclusions of law, disposition of the complaint, and corrective actions, if any.~~
  3. ~~The rationale for the findings and disposition.~~
  4. ~~If an employee is disciplined as a result of the complaint, this report shall state that appropriate action was taken and that the employee was informed of District expectations. The report shall not give any further information as to the nature of the disciplinary action.~~
  5. ~~Notice of the complainant's right to appeal the decision within 15 days to the California Department of Education, and the procedures to be followed for initiating such an appeal.~~
  6. ~~Notice that the complainant must wait until 60 days have elapsed from the filing of an appeal with the California Department of Education before pursuing civil law remedies.~~

**UNIFORM COMPLAINT PROCEDURES (continued)**

**~~VII. APPEAL TO STATE SUPERINTENDENT OF PUBLIC INSTRUCTION~~**

- ~~A. Any complainant(s) may appeal the District's decision to the State Superintendent of Public Instruction by filing a written appeal with the Superintendent within 15 calendar days of receiving the District's decision. This complainant shall specify the reason(s) for appealing the District's decision.~~
- ~~B. The appeal shall include:~~
- ~~1. A copy of the complaint.~~
  - ~~2. A copy of the District's decision.~~
- ~~C. Upon notification by the State Superintendent of Public Instruction that the District's decision has been appealed, the Uniform Complaint Officer shall forward the following to the State Superintendent of Public Instruction:~~
- ~~1. The original complaint.~~
  - ~~2. A copy of the District's decision.~~
  - ~~3. A summary of the nature and extent of the investigation conducted by the District, if not covered in the decision.~~
  - ~~4. A report of any action taken to resolve the complaint.~~
  - ~~5. A copy of this complaint procedure.~~
  - ~~6. Such other relevant information as the State Superintendent of Public Instruction may require.~~
- ~~D. Complainants who feel they have not reached resolution at the local level may, at all times and in all instances seek recourse through:~~

~~Office for Civil Rights  
U.S. Department of Education  
Old Federal Building, 09-8010  
50 United Nations Plaza, Room 239  
San Francisco, CA 94102-4102  
(415) 556-4275  
FAX (415) 437-7783  
TDD (415) 437-7786~~

~~California Department of Education  
State Superintendent of Public Instruction  
P.O. Box 944272  
Sacramento, CA 94244-2720  
(916) 319-0800~~

**UNIFORM COMPLAINT PROCEDURES (continued)****VIII. CIVIL LAW REMEDIES**

~~A complainant may pursue available civil law remedies outside of the District's complaint procedures. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For discrimination complaints, however, a complainant must wait until 60 days have elapsed from the filing of an appeal with the California Department of Education before pursuing civil law remedies.~~

~~The 60 day waiting period does not apply to injunctive relief and is applicable only if the District apprised the complainant in a timely manner of his/her right to file a complaint in accordance with 5 CCR §4622, and Education Code §262.3. Complainants may call the Legal Aid Society; Community Mediation Center; Orange County Bar Association for assistance.~~

**IX. REFERRING COMPLAINTS TO OTHER APPROPRIATE STATE OR FEDERAL AGENCIES**

~~Complaints shall be referred to specified agencies in accordance with 5 CCR §4611 or other applicable state and federal laws.~~

**X. BASIS FOR DIRECT STATE DEPARTMENT OF EDUCATION INTERVENTION**

~~The California Department of Education may directly intervene in the complaint without waiting for action by the District when one of the conditions listed in 5 CCR §4650 exists. In addition, the California Department of Education may also intervene in those cases where the District has not taken action within 60 calendar days of the date the complaint was filed with the District.~~

*Legal Reference: —*

*CODE OF REGULATIONS TITLE 5*  
*4600-4687 — Uniform Complaint Procedures*  
*4900-4965 — Nondiscrimination in elementary and secondary education programs*  
*EDUCATION CODE:*  
*EC 200 — 262.4 — Prohibition of discrimination*  
*234 — Safe Place to Learn Act*  
*EC 48985*  
*EC 49010*  
*GOVERNMENT CODE: 11135, 11138*  
*PENAL CODE 422.55, 422.6*

The Board or Trustees recognizes that the District has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early, informal resolution of complaints whenever possible and appropriate. To resolve complaints which cannot be resolved through such informal process, the Board shall adopt the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

The District's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:



**UNIFORM COMPLAINT PROCEDURES (continued)**

1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs (5 CCR 4610).

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 3555 - Nutrition Program Compliance)*

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

*(cf. 5148 - Child Care and Development)*

*(cf. 6159 - Individualized Education Program)*

*(cf. 6171 - Title I Programs)*

*(cf. 6174 - Education for English Language Learners)*

*(cf. 6175 - Migrant Education Program)*

*(cf. 6178 - Career Technical Education)*

*(cf. 6178.1 - Work-Based Learning)*

*(cf. 6178.2 - Regional Occupational Center/Program)*

*(cf. 6200 - Adult Education)*

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) in District programs and activities against any person, based on his/her actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics. (5 CCR 4610)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 4031 - Complaints Concerning Discrimination in Employment)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

3. Any complaint alleging district violation of the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

*(cf. 3260 - Fees and Charges)*

*(cf. 3320 - Claims and Actions Against the District)*

4. Any complaint alleging that the district has not complied with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

*(cf. 0460 - Local Control and Accountability Plan)*

5. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

6. Any other complaint as specified in a district policy

## UNIFORM COMPLAINT PROCEDURES (continued)

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is agreeable to all parties. One type of ADR is mediation, which shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate for any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep confidential the identity of the complainant and/or the subject of the complaint, if he/she is different from the complainant, as long as the integrity of the complaint process is maintained.

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*

*(cf. 5125 - Student Records)*

*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

When an allegation that is not subject to the UCP is included in a UCP complaint, the District shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints. All such records shall be destroyed in accordance with applicable state law and district policy.

*(cf. 3580 - District Records)*

### Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.

BP 1312.3(j)

## UNIFORM COMPLAINT PROCEDURES (continued)

3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.

4. Any complaint alleging fraud shall be referred to the California Department of Education.

In addition, the District's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

### *Legal Reference:*

#### *EDUCATION CODE*

*200-262.4 Prohibition of discrimination*

*8200-8498 Child care and development programs*

*8500-8538 Adult basic education*

*18100-18203 School libraries*

*32289 School safety plan, uniform complaint procedures*

*35186 Williams uniform complaint procedures*

*48985 Notices in language other than English*

*49010-49013 Student fees*

*49060-49079 Student records*

*49490-49590 Child nutrition programs*

*52060-52077 Local control and accountability plan, especially*

*52075 Complaint for lack of compliance with local control and accountability plan requirements*

*52160-52178 Bilingual education programs*

*52300-52490 Career technical education*

*52500-52616.24 Adult schools*

*52800-52870 School-based program coordination*

*54400-54425 Compensatory education programs*

*54440-54445 Migrant education*

*54460-54529 Compensatory education programs*

*56000-56867 Special education programs*

*59000-59300 Special schools and centers*

*64000-64001 Consolidated application process*

#### *GOVERNMENT CODE*

*11135 Nondiscrimination in programs or activities funded by state*

*12900-12996 Fair Employment and Housing Act*

#### *PENAL CODE*

*422.55 Hate crime; definition*

*422.6 Interference with constitutional right or privilege*

#### *CODE OF REGULATIONS, TITLE 5*

*3080 Application of section*

*4600-4687 Uniform complaint procedures*

*4900-4965 Nondiscrimination in elementary and secondary education programs*

BP 1312.3(k)

## UNIFORM COMPLAINT PROCEDURES (continued)

### *UNITED STATES CODE, TITLE 20*

*1221 Application of laws*

*1232g Family Educational Rights and Privacy Act*

*1681-1688 Title IX of the Education Amendments of 1972*

*6301-6577 Title I basic programs*

*6801-6871 Title III language instruction for limited English proficient and immigrant students*

*7101-7184 Safe and Drug-Free Schools and Communities Act*

*7201-7283g Title V promoting informed parental choice and innovative programs*

*7301-7372 Title V rural and low-income school programs*

*12101-12213 Title II equal opportunity for individuals with disabilities*

### *UNITED STATES CODE, TITLE 29*

*794 Section 504 of Rehabilitation Act of 1973*

### *UNITED STATES CODE, TITLE 42*

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

*2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964*

*6101-6107 Age Discrimination Act of 1975*

### *CODE OF FEDERAL REGULATIONS, TITLE 28*

*35.107 Nondiscrimination on basis of disability; complaints*

### *CODE OF FEDERAL REGULATIONS, TITLE 34*

*99.1-99.67 Family Educational Rights and Privacy Act*

*100.3 Prohibition of discrimination on basis of race, color or national origin*

*104.7 Designation of responsible employee for Section 504*

*106.8 Designation of responsible employee for Title IX*

*106.9 Notification of nondiscrimination on basis of sex*

*110.25 Notification of nondiscrimination on the basis of age*

### *Management Resources:*

#### *U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS*

*Dear Colleague Letter: Title IX Coordinators, April 2015*

*Questions and Answers on Title IX and Sexual Violence, April 2014*

*Dear Colleague Letter: Bullying of Students with Disabilities, August 2013*

*Dear Colleague Letter: Sexual Violence, April 2011*

*Dear Colleague Letter: Harassment and Bullying, October 2010*

*Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001*

#### *U.S. DEPARTMENT OF JUSTICE PUBLICATIONS*

*Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002*

#### *WEB SITES*

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

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

*Family Policy Compliance Office: <http://familypolicy.ed.gov>*

*U.S. Department of Education, Office for Civil Rights:*

*<http://www.ed.gov/about/offices/list/ocr>*

*U.S. Department of Justice: <http://www.justice.gov>*

**UNIFORM COMPLAINT PROCEDURES (continued)**

(1/13 10/14) 7/15

Policy

revised: June 14, 1999

revised: August 9, 2000

revised: June 30, 2003

revised: July 26, 2005

revised: July 11, 2006

revised: July 21, 2008

revised: December 10, 2012

revised: April 24, 2013

revised: September 24, 2014

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California



CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES –REGULAR BOARD MEETING  
OCTOBER 14, 2015  
EDUCATION CENTER – BOARD ROOM

President Hatton-Hodson called the meeting to order at 5:00 p.m. and announced Attorney Jonathan Pearl will be present in closed session for Agenda Item 3A, Lyle Wells of the Flippen Group will be present for Agenda Item 3C, and staff has pulled Agenda Item 3D.

At 5:08 p.m. the Board recessed to closed session to: confer with Labor Negotiators; discuss Public Employee Discipline/ Dismissal/Release and conduct a Public Employee Performance Evaluation.

Trustee Alpay arrived in closed session at 6:13 p.m.

The regular meeting of the Board reconvened to open session and was called to order by President Hatton-Hodson at 7:00 p.m.

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

Absent: None

The Pledge of Allegiance was led by President Hatton-Hodson.

**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 Hanacek, seconded by Trustee McNicholas, and motion carried by a 7-0 vote to adopt the Board agenda.

**Adoption of the  
Board Agenda**

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

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

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

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

Attorney Jonathan Pearl was present for this item. There is no reportable action.

**Agenda Item 3B: Public Employee Discipline/Dismissal/Release:**

In closed session the Board voted 7-0 to approve a Resignation Agreement with Employee 30643. The Employee agreed to resign in exchange for benefits through December 31, 2015. The Employee waived all claims against the District.

**Agenda item 3C: Public Employee Performance Evaluation**

Mr. Lyle Wells of the Flippen Group was present for this item. There is no reportable action.

### Agenda item 3D: Conference with Real Property Negotiations

This item was previously pulled from the agenda by staff.

Superintendent Vital shared that she supports the approval of the 2016-2017 School Calendar, Option A, as the best choice for children's education; from Kindergarten to 12<sup>th</sup> Grade. The Superintendent also provided information relating to her previous involvement with establishing a Charter Oversight Office and supports' hiring an Oversight Specialist as this is a critical piece for the District in order to ensure accountability and transparency. The Superintendent stated this oversight position will be created in the coming weeks. Superintendent Vital also shared that 37 Middle School Teachers were trained in the Science of Baseball recently at Angel Stadium. Lesson plans and toolkits were provided to participating teachers at a cost of nearly \$30,000 and was funded by the Capistrano Unified School District (CUSD) Foundation. Finally, the Superintendent congratulated Mr. Keith Hancock, Choral Music Director at Tesoro High School, for being selected by the Recording Academy and the GRAMMY Foundation as one of its 2016 GRAMMY Music Educator Award semi-finalists.

**Board and  
Superintendent  
Comments**

Trustee McNicholas recognized the CUSD Foundation for the support they provide and shared information from her recent participation in the golf tournament sponsored by the CUSD Foundation.

President Hatton-Hodson announced, beginning at the next Board meeting, an Associated Student Body (ASB) President will be recognized and will share information and provide an update from each high school. President Hatton-Hodson also shared that PTA has put together an amazing opportunity for parents and students to attend a College Fair at Aliso Niguel High School.

The following speakers addressed the Board:

**Oral  
Communications**

- *Michelle Ploessel-Campbell shared her concerns relating to lack of information provided to the student and families of Crown Valley Elementary School students and asked the Board to provide specific details by December rather than April, 2016.*

President Hatton-Hodson stated she has spoken with the Superintendent and was advised families will have a full plan prior to December 1 and will have weekly contact and offered to provide any letters of recommendation needed.

- *Mary Townsend stated to the Board she is here to share her thoughts on 'the main thing'. Ms. Townsend stated the main thing is trust and offered suggestions to the Board to model trust building behaviors and asked the Board how they know if the staff and Superintendent are trust builders.*

### DISCUSSION/ACTION ITEMS

President Hatton-Hodson announced the Public Hearing open at 7:15 p.m. regarding Resolution No 1516-13, Statement of Assurance for Instructional Materials Realignment Fund, Fiscal Year 2015-2016. Seeing no members of the audience present wishing to address the Board, President Hatton-Hodson declared the Public Hearing closed at 7:15 p.m.

**Public Hearing:  
Resolution No.  
1516-13  
Assurance of  
Instructional  
Materials 58  
Agenda Item 1**



Susan Holliday, Interim Assistant Superintendent, Education Services introduced this item and stated Education Code requires that a public hearing be held in order to receive funding for the Pupil Textbook and/or Instructional Materials Realignment Program. Ms. Holliday stated that the Education Code specifies all purchases of instructional materials made from State Instructional Materials Fund shall conform to the law and applicable rules and regulations. The Public Hearing must make determination through a Resolution as to whether each pupil in each school in the District has sufficient textbooks and/or instructional materials and that they are aligned with the content standards or consistent with the content in the cycles of curriculum in each of the following subject areas: English/Language Arts, History/Social Science, Health, Mathematics, Science, World Languages, and science laboratory equipment. Ms. Holliday provided the definition of sufficiency to the Board and further stated that each school has verified and assured that they do have sufficient textbooks for each student.

**Resolution No.  
1516-13  
Assurance of  
Instructional  
Materials  
Agenda Item 2**

It was moved by Trustee Jones, seconded by Trustee McNicholas, and motion carried by a 7-0 vote to approve Resolution No. 1516-13, Statement of Assurance for Instructional Materials Realignment Fund, Fiscal Year 2015-2016.

**ROLL CALL:**

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

President Hatton-Hodson announced the Public Hearing open at 7:18 p.m. regarding Resolution No 1516-23, Convey an Easement to the City of San Clemente. Seeing no members of the audience present wishing to address the Board, President Hatton-Hodson declared the Public Hearing closed at 7:18 p.m.

**Resolution No.  
1516-23  
Convey an  
Easement to the  
City of San  
Clemente  
Agenda Item 3**

Clark Hampton, Deputy Superintendent, Business and Support Services introduced this item and stated this item was presented as an information item at the September 23 Board meeting and is before the Board tonight for approval. Mr. Hampton explained that on the upper campus of San Clemente High School (SCHS) there is a portion of a park that belongs to the City of San Clemente (City) and there is some encroachment on District property to allow for the City to maintain that property. Mr. Hampton stated there is a thin slice of property next to the City's park portion which is on the District's property.

**Resolution No.  
1516-23  
Convey an  
Easement to the  
City of San  
Clemente  
Agenda Item 4**

Trustee Jones shared that a member of the community has e-mailed several Trustees regarding a concern with the easement as it relates to the mature trees on the property and the potential that the trees could be removed or drastically trimmed in order to recognize home owners view sheds. Trustee Jones recommended continuing this item so that language can be inserted, mutually agreeable to the City, about the trees.

Following further discussion by Trustees, it was moved by Trustee Jones, seconded by Trustee Alpay, and motion carried 7-0 to continue this item in order to allow staff time to address the issues of the City assuming all liability, adding language to preserve the trees, adding a contractual obligation to trim the trees on a regular basis, and clarifying what constitutes default in revoking the Easement.

Principal Michelle Benham introduced this item and stated tonight's presentation is to review the proposed process for future calendar adoption as well as to discuss the three options prepared by staff for consideration. Ms. Benham provided a Power Point presentation which included the previous engagement process, evolving the calendar process, gathering additional data, soliciting Stakeholder input, and defined process goals. Ms. Benham reviewed each of the three proposed calendars being presented tonight.

Due to the number of Blue Cards submitted, President Hatton-Hodson asked Trustees if they wished to waive the Board policy maximum time limit of 20 minutes for speakers. It was moved by President Hatton-Hodson, seconded by Trustee Reardon, and motion carried by a 7-0 vote to waive Board Policy 9323 and allow each speakers two minutes to address the Board.

The following speaker addressed the Board:

- *Grace Krantz, Emily Hefty, Elizabeth Triana, Leila Salem, Tammy Orrill, Michelle Dinger, Kimberly Pearson, Melissa Hodge, Rollie Woodward, Michelle Proctor, Vanessa Rodriguez, Pablo Garrido, Keaton Singh, Mariel Diaz, Iris Hou, Megan Mars, Patrick Hannett and Bob Picazo all spoke in favor of keeping the current 2016-2017 School Calendar, Option A, along with sharing their experiences, beliefs, and opinions in support of leaving the current 2016-2017 School Calendar as is.*
- *Jen Bruni, Jenn Keller, Heather Brown, Sara Havranek, Tasha Fischer, Jessica Weaver and Abigail Wilson all shared their experiences, beliefs, and opinions as to why they do not support the current 2016-2017 School Calendar, including their disappointment in the process, concern over lack of air conditioning, and requested the Board of Trustees not vote on Option A but rather come to a compromise of what they have heard from the speakers.*

Vice President Hanacek acknowledged the many letters and e-mails she has received on this issue and stated she will vote in favor of Option A because it is the best option for students.

Trustee Pritchard addressed the safety concerns that arise during excessive heat and asked questions relating to air conditioning at school sites.

President Hatton-Hodson reminded everyone that it is the students for whom these decisions are made and stated Option A provides the least interruptive teaching calendar.

Trustee Jones commented on the need for more air conditioning throughout the District and the importance of AB288 *Concurrent Enrollment* as it relates to the local community college calendar which therefore necessitates ending the first semester prior to winter break.

Student Advisor Sorensen spoke in support of Option A and shared that she spoke with many teachers, students and parents over the past several weeks and found the majority favor an early start date with ending the first semester before winter break.

Trustee Reardon clarified with the Superintendent that if the Trustees chose to take no action tonight that the current 2016-2017 School Calendar remains as is.

Trustee Reardon made a motion to leave the calendar as is, seconded by Trustee McNicholas.

Trustee Alpay spoke in favor of Option A and stated it is educationally sound and urged staff and the Superintendent to improve the engagement process moving forward.

Trustee Pritchard made a substitute motion for Option B, seconded by Trustee Jones, and failed by a 2-5 vote.

ROLL CALL:

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

It was moved by Trustee Reardon, seconded by Trustee McNicholas, and motion carried by a 6-1 vote to approve Option A, to keep the 2016-2017 School Calendar as is.

ROLL CALL:

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

Susan Holliday, Interim Assistant Superintendent, Education Services introduced this item and stated in 2013 the State Budget included a two year, \$25 million state-wide adult education planning grant. Ms. Holliday stated with this funding came the requirement to develop a regional consortium to support the regional development and plan. The South Orange County Regional Consortium was created consisting of: Irvine Valley College, Saddleback College, Saddleback Valley Unified School District, Capistrano Unified School District, Tustin Unified School District, Laguna Beach Unified School District, and Irvine Unified School District. To transition from planning to implementation, the 2015-2016 State Budget includes a \$500 million Adult Education Block Grant (AEBG) to be allocated among regional consortiums to implement each Adult Education consortium's plan. AB 104 also states that "members of the consortium shall be represented only by an official designated by the governing board of the member." Officials from the District are necessary to ensure their full participation in the decision making process to implement the adult education plan supported by the AEBG. Ms. Holliday recommended the Board of Trustees approve Superintendent Kirsten Vital, or her designee, as the official designated representative to the South Orange County Regional Consortium.

**South Orange  
County Regional  
Consortium  
Representatives  
Agenda 6**

It was moved by Trustee Alpay, seconded by Trustee McNicholas, and motion carried by a 7-0 vote to approve Superintendent Kirsten Vital, or her designee, as the official designated representative to the South Orange County Regional Consortium.

Clark Hampton, Deputy Superintendent, Business and Support Services introduced this item and introduced Jeremy Davis, Interim Executive Director Technology and Information Services, who provided an overview of the District Technology Plan for 2015-2018. Mr. Davis shared this is a guiding plan which will evolve constantly and shared information of the accomplishments and future plans for the District's technology. Highlights of information shared include; doubling the number of devices in the past 24 months, examples of students use of technology to conduct research, mobile applications for the Parent Portal, Chromebook use and training, increasing bandwidth to increase Bring Your Own Device opportunities, the addition of coding skills and extension into Microsoft Academy and Certification, Chromebook deployment, and the Refresh program relating to equipment failure. Mr. Davis reiterated technology is no longer that thing on the side but has become the textbooks

**Technology Plan  
2015-2018  
Agenda Item 7**

and pencils students use daily. This is an informational item only.

Susan Holliday, Interim Assistant Superintendent, Education Services introduced this item and provided background as to the process and timeline at the four Ladera Ranch Schools relating to residency verification. Ms. Holliday explained the method utilized for engaging further investigation of student residency and referring students back to their home school. Ms. Holliday presented a Power Point presentation depicting a chart created from the investigator's report outlining the results of the pilot program showing the number of cases received, the cases verified as correct and the number of students dis-enrolled or referred back to their area school. Ms. Holliday discussed the cost relating to staff time and investigator fees. Ms. Holliday walked the Trustees through the Residency Verification Form and recommend continuing the verification process at the Ladera Ranch Schools and implement the Residency Verification form and stated the estimated cost to the District is \$5,600.00

**Residency  
Verification  
Agenda Item 8**

The following speaker addressed the Board;

- Jennifer Miramontes – reminded the Board that residency verification was requested not just because non Ladera Ranch residents were attending the schools but also because of hearing the Middle School would be taking over six classrooms on the Elementary campus. Ms. Miramontes requested the Board get the classroom sizes at the Ladera Ranch Schools under control, create a plan for the future, and assess the needs of each of the schools to ensure they have adequate facilities to provide appropriate educational instruction. Ms. Miramontes requested the Board of Trustees approve the proposed plan to continue residency verification and utilize the affidavit form.

The Superintendent suggested a District standard around facilities and asked Ms. Holliday for an update on where we are with this. Ms. Holliday stated Decision Inside attended recent Principal meetings and pulled up the capacity of each school site and is currently re-visiting all the figures, re-walking the campus and looking at 20-25 year projection to look at growth patterns. This information will come back in November and will be used to assist in guiding for School of Choice and in setting standards for elementary, middle, and high school.

Trustees had discussion, asked questions of staff and provided recommendations of changes to the Residency Verification Form to reflect the addition of alternate options relating to providing verification of identification and home address along with removing the requirement of a witness and notary as currently reflected on the form.

After further Trustee discussion, it was moved by Vice President Hanacek, seconded by Trustee Alpay, and motion carried by a 7-0 vote to approve the continued use of the Residency Verification Form, as amended, at impacted schools where needed.

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

Trustee Pritchard left the meeting at 9:56 p.m.



Clark Hampton, Deputy Superintendent, Business and Support Services introduced this item and stated the Facilities WIG and Communication WIG will be presented jointly. Mr. Hampton provided a Power Point presentation supporting the Facility WIGs in alignment with the District Facility WIG to establish measurements for success. Mr. Hampton explained how the new Work Order System was established as a meaningful way to show turn-around time on work orders and repairs. Mr. Hampton stated another goal is to establish a maintenance routine and communicate it to all Stakeholder The final goal is to engage the community to understand the Districts facility needs. Mr. Hampton stated the overall goals are to measure and improve the work order turn-around time and to reduce the turn around and lower overall work orders from one point to another by June 30, 2016. Mr. Hampton stated staff is currently catching up and will soon be moving towards preparing and communicating a multi-year maintenance plan. Mr. Hampton shared information relating to the recent hiring of an Energy Manager to assist the District to meet its goals to lower the over-all energy usage.

**WIGS  
Agenda Item 9**

Ryan Burris, Public Information Officer, introduced the Communication WIGs and presented a Power Point presentation. Mr. Burris reviewed the Communication goals which include identifying and promoting opportunities for open dialogue with the District's stakeholders on a monthly basis; Developing a comprehensive Communications Plan to review and strengthen internal and external communication vehicles; and to proactively promote Capistrano Unified School District student and employee successes and showcase District leadership.

Trustees provided feedback and comments. This is an information item only.

Leona Olson, Assistant Superintendent, Personnel Services introduced this item and stated this item is presented tonight for a second reading and has incorporated information shared by Trustees at previous meetings. Ms. Olson stated the Policy on *Whistleblowing and Reports of Suspected Unlawful or Improper Conduct* is before the Board for approval and Attorney Jack Lipton, primary author of the policy, is here to answer any questions.

**Board Policy  
2400  
Whistleblowing  
Agenda Item 10**

Trustee Alpay referenced page 135, second paragraph relating to Board Attorney representing the Board and recommended striking '*the Superintendent or to*' so information is brought directly to the Board.

After Trustee discussion it was moved by Trustee Alpay, seconded by President Hatton-Hodson, and motion carried by a 6-0-1 vote to adopt Board Policy 2400 *Whistleblowing and Reports of Suspected Unlawful or Improper Conduct* as amended above by Trustee Alpay.

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

Susan Holliday, Interim Assistant Superintendent, Education Services introduced this item and stated this policy is required to be updated to comply with State laws which now requires each school to provide epi pens, through prescription, to provide aide and requires Districts to provide epinephrine auto-injectors to school nurses or other employees who volunteer and receive training, which they may use to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from an anaphylactic reaction. This is an information item only.

**Administering  
Medication  
Agenda Item 11**

Clark Hampton, Deputy Superintendent, Business and Support Services introduced this item and stated this is the third reading of the Policy and includes feedback from Stakeholders and Trustees and is before the Board for approval.

**Use of Facilities  
Agenda Item 12**

Trustees had discussion, made comments, and instructed staff to make changes to the draft to include;

Page 145, section E, remove "of Trustees" in the third line.

The fee schedule will reflect the Policy.

Strike the reference to Administrative Regulation (AR) 1.4

BP 1330 M and N reflect correctly on website.

Page 152, section 1, item a should read "CUSD PTAs"

It was moved by Trustee Alpay, seconded by Vice President Hanacek, and motion carried by a 6-0-1 vote to approve Board Policy 1330 *Use of School Facilities* with the noted amendments by Trustees

AYES: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas, Reardon  
Alpay Student Advisor Sorensen

NOES: None

ABSENT: Trustee Pritchard

Clark Hampton, Deputy Superintendent, Business and Support Services introduced this item and provided a background on the debt service, refinancing and pre-payment of debt and recommended the Board approve the Resolution before them this evening.

**Resolution NO.  
1516-24  
Refunding  
Certificates of  
Participation  
Agenda Item 13**

It was moved by Trustee Alpay, seconded by Trustee Jones, and motion carried by a 6-0-1 vote to approve Resolution No. 1516-24, Resolution of the Board of Trustees of the Capistrano Unified School District Authorizing the Prepayment of the Mission Viejo Portion of the Capistrano Unified School District 2012 Refunding Certificates of Participation and Approving Certain Other Actions in Connection Therewith.

ROLL CALL:

AYES: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas, Reardon,  
Alpay and Student Advisor Sorensen

NOES: None

ABSENT: Trustee Pritchard

President Hatton-Hodson asked Trustees for items they wished to pull from the Consent Calendar. Items 23, 25 and 37 were pulled.

**Items Pulled  
from Consent  
Calendar**

### **CONSENT CALENDAR**

It was moved by Trustee Alpay, seconded by President Hatton-Hodson, and motion carried by a 6-0-1 vote to approve the following Consent Calendar items:

AYES: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas, Reardon,  
Alpay and Student Advisor Sorensen

NOES: None

ABSENT: Trustee Pritchard

Approve Minutes of the September 9, 2015, regular Board meeting.

**Minutes  
Agenda Item 14**

Approve Minutes of the September 23, 2015, special Board meeting.

**Minutes  
Agenda Item 15**

Approve Memorandum of Understanding with Western Youth Services.	<b>MOU – Western Youth Services Agenda Item 16</b>
Approve Local Control Accountability Plan Parent Advisory Committee Members.	<b>Parent Advisory Committee Agenda Item 17</b>
Approve remaining Honors Courses Implementation Plan adding; Honors Biology, Honors Chemistry, and Honors World History.	<b>Honors Courses Agenda Item 18</b>
Approve Early Learning Initiative Grant with the County of Orange County Department of Education.	<b>Grant – Training and Technical Assistance – Early Learning Agenda Item 19</b>
Approve Field Experience/Student Teaching Agreement – Azusa Pacific University.	<b>Student Teaching Azusa Pacific Agenda Item 20</b>
Approve Clinical Training Affiliation Agreement with Mission Hospital.	<b>Mission Hospital Agenda Item 21</b>
Purchase orders, warrants, and previously Board-approved bids and contact as listed.	<b>Purchase Orders/Warrants Agenda Item 22</b>
Approve Donations as listed.	<b>Donations Agenda Item 24</b>
Approve Fiscal Crisis and Management Assistance Team Special Education Study Agreement.	<b>FCMAT Agenda Item 26</b>
Approve Income Agreement No. 42123 – Orange County Superintendent of Schools.	<b>Income Agreement No. 42123 Agenda Item 27</b>
Approve Glendale Unified School District Bid No. P-1614/15 School Furnishings, Office furnishings, and Accessories – Jones Campbell Co. Inc. DbA Campbell Keller.	<b>Furnishings Bid No. P-16 14/15 Agenda Item 28</b>
Approve Special Education Informal Dispute Resolution Case #063515.	<b>Special Education Settlement Agenda Item 29</b>
Approve the ratification of special education Settlement Agreement Case #2015050575, Settlement Agreement Case #2015080235, Settlement Agreement Case #2015090091, Settlement Agreement Case #2016060080, Informal Dispute Resolution Case #071215, Informal Dispute Resolution Case #081415, Informal Dispute Resolution Case #081615, and Informal Dispute Resolution Case #093615.	<b>Special Education Settlement Agenda Item 30 7054</b>

Approve rejection of Government Claim No. DPEMP 1501209DP.

**Government  
Claim  
Agenda Item 31**

Approve State of California Multiple Award Schedule Contract No. 4-15-78-0013E, General Services Administration Schedule No. GS-03F-0071T, Fitness Equipment and Park and Playground Equipment, Dave Bang Associates Incorporated of California.

**Contract No. 4-  
15-78-0013E  
Fitness  
Equipment,  
Park, and  
Playground  
Agenda Item 32**

Approve State of California Multiple Award Schedule Contract No. 3-14-58-0215D, 3-14-58-0215E, and , 3-14-58-0215F, General Services Administration Schedule Numbers GS-35F-0037M, and GS-03F-0010L for Information Technology Goods and Services, Digital Networks Group, Incorporated.

**Bid Award  
Information  
Technology  
Agenda Item 33**

Approval Award Bid No. 1516-09, Newhart Middle School HVAC Replacement – NKS Mechanical Contracting Incorporated.

**Bid Award  
No. 1516-09  
NMS HVAC  
Agenda Item 34**

Approve memorandum of understanding between the District, South Laguna Niguel Rotary Club and Ayuda International for a free Dental Clinic.

**MOU Free  
Dental Clinic  
Agenda Item 35**

## **PERSONNEL SERVICES**

Approve Resignations, retirements, and employment of classified personnel.

**Resignation  
Retirement  
Employment  
Classified  
Employees  
Agenda Item 36**

### **ROLL CALL:**

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

President Hatton-Hodson stated she pulled this item to in order to read into the record corrections, provided by staff, to amend Independent Contractor Agreement No. 1516096 contract, to amend the summary and the proposed Extension No. 1 to Independent Contractor Agreement No. 1516096 so that the written designation of the term of the contract reads “an additional two (2) moths” which is consistent with the numeric designation (10/1/2015 – 11/30/2015) and the estimated expenditures under the Agreement to read “\$17,600 under this Agreement” instead of \$50,000.

**Professional  
Services  
Agenda Item 23**

It was moved by President Hatton-Hodson, seconded by Trustee Alpay, and motion carried by a 6-0-1 vote to approve Extension No. 1 to Independent Contractor Agreement No. 1516096 as corrected.

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

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Trustee McNicholas pulled this item and stated it appears to have been addressed to Wendy Pospichal and should be addressed to Pati Romo. Ms. Susan Holliday

**Amendment #1  
to Agreement**



answered that she will make this correction.

**No. 40909**  
**Agenda Item 25**

After questions of staff by Trustees, it was moved by Trustee McNicholas, seconded by Alpay, and motion carried by a 6-0-1 vote to approve Amendment #1 to Agreement No. 40909 for Orange County Career Pathways Partnership with Orange County Superintendent of Schools incorporating the change noted above.

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

President Hatton-Hodson stated she pulled this item to in order to read into the record corrections, provided by staff, to amend number 95 to read " 6/5 Assignment" instead of Special Education.

**Resignation**  
**Retirement**  
**Employment**  
**Certificated**  
**Employees**  
**Agenda Item 37**

It was moved by President Hatton-Hodson, seconded by Trustee Alpay, and motion carried by a 6-0-1 vote to approve the Resignations, retirements, and employment of certificated personnel.

**ROLL CALL:**

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

It was moved by Trustee McNicholas, seconded by Trustee Alpay, and motion carried by a 6-0-1 vote to adjourn the meeting.

**Adjournment**

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

President Hatton-Hodson announced the meeting adjourned at 10:27 p.m.

\_\_\_\_\_  
Board Clerk

\_\_\_\_\_  
Secretary, Board of Trustees

*Minutes submitted by Teresa Teichman, Manager, Board Office Operations*



CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – SPECIAL BOARD MEETING  
OCTOBER 21, 2015  
EDUCATION CENTER – BOARD ROOM

President Hatton-Hodson called the meeting to order at 4:00 p.m.

The Pledge of Allegiance was led by Vice President Hanacek

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

Absent: Trustee Alpay, Pritchard and Student Advisor Sorensen

**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 Reardon, seconded by Trustee McNicholas, and motion carried by a 5-0-2 vote to adopt the Board agenda.

**Adoption of the Board Agenda**

**ROLL CALL:**

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

Absent: Trustee Alpay, Pritchard and Student Advisor Sorensen

Clark Hampton, Deputy Superintendent, Business and Support Services, introduce this item and stated staff was instructed by the Board of Trustees to negotiate a Facilities Use Agreement with Community Roots Academy (CRA) at the Crown Valley Elementary School site and this item is to extend the Proposition 39 deadline while staff works with CRA to negotiate the Facilities Use Agreement.

**Agreement to  
Defer Proposition  
39 Timeline by and  
Between  
Capistrano Unified  
School District and  
Community roots  
Academy  
Agenda Item 1**

After Trustee discussion, it was moved by Trustee McNicholas, seconded by President Hatton-Hodson, and motion carried by a 5-0-2 vote to approve the Agreement to Defer Proposition 39 Timeline by and between Capistrano Unified School District and Community Roots Academy.

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

NOES: None

ABSENT: Trustee Alpay, Pritchard and Student Advisor Sorensen

At 5:03 p.m., President Hatton-Hodson announced the Board will recess to closed session to discuss Item 1A-1 and 1A-2, Public Employee Employment/Appointment and Item 1B, Conference with Legal Counsel - Anticipated Litigation, Attorney Mark Bresee will be present in closed session for this item.

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

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

The Board voted 5-0-2 to approve the appointment of Andrew Klinkenberg, Elementary School Principal.

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

NOES: None

ABSENT: Trustee Alpay, Pritchard and Student Advisor Sorensen

The Board voted 5-0-2 to approve the appointment of Krystal Allan, Elementary School Principal.

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

**Agenda Item 1A-2: Public Employee Employment/Appointment:**

The Board voted 5-0-2 to approve the appointment of Meg Ervais, High School Principal.

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

**Agenda Item 1B – Conference With Legal Counsel – Anticipated Litigation**

Attorney Mark Bresee was present in closed session. There is no reportable action.

**CONSENT CALENDAR**

It was moved by Trustee Reardon, seconded by Trustee Jones, and motion carried by a 5-0-2 vote to approve the following Consent Calendar items:

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

Resignations, retirements, and employment of certificated personnel.

**Resignation  
Retirement  
Employment  
Certificated  
Employees  
Agenda Item 2**

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

President Hatton-Hodson announced the meeting adjourned at 5:19 p.m.

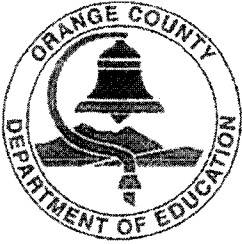
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Board Clerk

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Secretary, Board of Trustees

*Minutes submitted by Teresa Teichman, Manager, Board Office Operations*



September 11, 2015

DISD/PERSONNEL/15SEP161026

**ORANGE COUNTY  
DEPARTMENT  
OF EDUCATION**  
200 KALMUS DRIVE  
P.O. BOX 9050  
COSTA MESA, CA  
92628-9050  
(714) 966-4000  
FAX (714) 432-1916  
www.ocde.us

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

Kirsten M. Vital  
Superintendent  
Capistrano Unified School District  
32972 Valle Road  
San Juan Capistrano, CA 92675

Dear Ms. Vital:

Per Education Code Section 1240, I am charged with the responsibility to conduct reviews of decile 1-3 schools based on the 2012 Academic Performance Index (API) and schools participating in the Quality Education Investment Act (QEIA) program to ensure compliance with Williams Settlement Legislation requirements.

The enclosed report for fiscal year 2014-2015 provides aggregate findings for the Capistrano Unified School District. This data has been submitted in previous quarterly reports. As required by Education Code Section 1240, it will also be shared with the Orange County Board of Education and the County of Orange Board of Supervisors.

Please share this annual report at a public meeting with your Board during the month of November as required by the Williams Settlement Legislation.

**Overall Findings for Decile 1-3 Schools and Schools Participating in the Quality Education Investment Act (QEIA) Program**

**Textbooks/Instructional Materials:**

The schools were evaluated to have sufficient textbooks and instructional materials.

**Facilities:**

The safety, cleanliness, and functionality of school facilities were reviewed. Any deficiencies were reported to school administrators for remediation.

**School Accountability Report Card (SARC):**

SARCs were reviewed with respect to the sufficiency of instructional materials and the good repair of facilities and found to be accurate.

**Teacher Assignments:**

Teacher assignments were reviewed and found to be in compliance.

**ORANGE COUNTY  
BOARD OF EDUCATION**

JOHN W. BEDELL, Ph.D.

DAVID L. BOYD

ROBERT M. HAMMOND

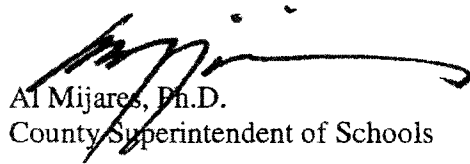
LINDA LINDHOLM

KEN L. WILLIAMS, D.O.

September 11, 2015  
Williams Settlement Legislation Annual Report  
Capistrano Unified School District  
Page 2

Your dedicated efforts and those of your school board members, administrative staff, and school site staff demonstrate professional commitment to improving student achievement and well-being. I am proud to acknowledge your district's exemplary service to the students, families, and community members of Orange County.

Sincerely,



Al Mijares, Ph.D.  
County Superintendent of Schools

AM:ts

Enclosure

c: Leona Olson, Assistant Superintendent, Personnel Services



Orange County Department of Education (OCDE)  
**Williams Settlement Legislation**  
Annual Report for Capistrano Unified School District  
2014-2015

This report summarizes the results of Williams Settlement Legislation reviews of decile 1- 3 schools (2012 base API) for the 2014-2015 fiscal year.

**INSTRUCTIONAL MATERIALS – Reviews conducted September 25, 2014**

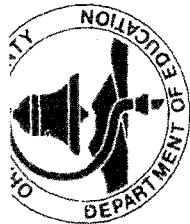
The schools were evaluated to have sufficient textbooks and instructional materials.<sup>1</sup>

School	Review Date	Subject	Textbook/Instructional Materials	Grade	Room	Materials Needed	Correction Date
Kinoshita Elementary	September 25, 2014		None				
Viejo Elementary	September 25, 2014		None				

<sup>1</sup>“Sufficient textbooks and instructional materials” means that each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home in the core subject areas of mathematics, science, history-social science, and English language arts, including the English language development component of an adopted program. Middle and high schools include foreign language and health. High schools include science laboratory equipment.







**Orange County Department of Education (OCDE)  
Williams Settlement Legislation  
Annual Report for Capistrano Unified School District  
2014-2015**

**FACILITIES – Reviews conducted October 7, 2014**

The schools were reviewed with respect to the safety, cleanliness, and functionality of school facilities. Any deficiencies were reported to school administrators for remediation.<sup>2</sup>

School	Review Date	Room/Area	Facility Conditions Identified	Deficiency	Extreme Deficiency
Kinoshita Elementary	October 7, 2014	Girls restroom by Room 608	Floor not level and appears to be sagging along back wall where fixtures are mounted. Exterior siding and trim of building has evidence of termite damage and wood rot.	X	
Kinoshita Elementary	October 7, 2014	Boys restroom by Room 608	Floor not level and appears to be sagging along back wall where fixtures are mounted. Missing tile inside doorway, wood sub floor exposed and deteriorated. Wall tiles missing and broken around toilets. Exterior siding and trim of building has evidence of termite damage and wood rot.	X	
Kinoshita Elementary	October 7, 2014	Staff restroom by 608	Bottom of door damaged and loose. Exterior siding and trim of building has evidence of termite damage and wood rot.	X	
Viejo Elementary	October 7, 2014	Computer Lab Room 15 and 13	Multiple lights out	X	

<sup>2</sup> Districts are not required to report corrections to the Orange County Department of Education.



Orange County Department of Education (OCDE)  
**Williams Settlement Legislation**  
Annual Report for Capistrano Unified School District  
2014-2015

**SCHOOL ACCOUNTABILITY REPORT CARD (SARC) – Reviews conducted April 1, 2015**

The SARCs published in 2014-2015 for the following schools were reviewed to determine the accuracy of the information reported for sufficiency of textbooks and instructional materials and safety, cleanliness, and functionality of school facilities.

School	SARC Review Date(s)	Instructional Materials Accurate	Instructional Material Discrepancies	Facility Conditions Accurate	Facility Condition Discrepancies
Kinoshita Elementary	April 1, 2015	Yes	N/A	Yes	N/A
Viejo Elementary	April 1, 2015	Yes	N/A	Yes	N/A

**TEACHER ASSIGNMENT MONITORING**

Teacher assignments were reviewed and found to be in compliance.

School	Teacher Misassignments <sup>3</sup>	English Language Learner Misassignments <sup>4</sup>	Teacher Vacancies <sup>5</sup>	Teacher Vacancies Filled
Kinoshita Elementary	0	0	0	0
Viejo Elementary	0	0	0	0

Respectfully submitted,

  
Nicole Savio Newfield  
Administrator, School and Community Services

Date

9/11/15

<sup>3</sup> The California Commission on Teacher Credentialing (CCTC) considers it a misassignment when a teacher lacks the proper subject-matter authorization, a proper teaching credential, or the appropriate authorization or credential to teach English Learners if one or more English Learners are assigned to the class. The Williams Settlement Legislation requires that county superintendents report to the CCTC the number of English Learner related misassignments involving classes in which 20% or more of the students are English Learners.

<sup>4</sup> English Language Learner (ELL) misassignments occur if the teacher was lacking the appropriate authorization and training to teach ELL and 20% or more of the students were English Language Learners.

<sup>5</sup> A teacher vacancy occurs if 20 working days after school begins for the semester, a single designated teacher has still not been assigned to teach the class for the entire year or semester [Education Code 35186(h)(3) and California Code of Regulations Title 5 4600(b)].

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2015-16 =====\*  
Board of Trustees Meeting.....NOVEMBER 18, 2015

The following purchase orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the following Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

PO No.	Fund	Vendor	Description	Amount
5503	92	KNOWLAND CONSTRUCTION SERVICES	CnsMgFee/Fac Acq /LF Elem	3,510.00
5504	89	HMC	BI:Arch /Fac Acq /SJHHS	43,173.00
5505	87	AMS.NET	Bldg Imp/Fac Acq /Dstrctwd	190,028.41
	89		Bldg Imp/Fac Acq /Dstrctwd	48,895.46
	92		Bldg Imp/Fac Acq /Dstrctwd	6,582.92
	95		Bldg Imp/Fac Acq /Dstrctwd	1,097.16
	98		Bldg Imp/Fac Acq /Dstrctwd	25,234.55
5506	87	AMS.NET	Bldg Imp/Fac Acq /Dstrctwd	84,484.81
	89		Bldg Imp/Fac Acq /Dstrctwd	16,896.96
	92		Bldg Imp/Fac Acq /Dstrctwd	3,041.45
	95		Bldg Imp/Fac Acq /Dstrctwd	506.91
	98		Bldg Imp/Fac Acq /Dstrctwd	11,658.90
5507	87	CLEAR SOURCE IT	Bldg Imp/Fac Acq /Dstrctwd	1,239.30
	89		Bldg Imp/Fac Acq /Dstrctwd	1,579.50
	92		Bldg Imp/Fac Acq /Dstrctwd	538.12
	95		Bldg Imp/Fac Acq /Dstrctwd	63.15
	98		Bldg Imp/Fac Acq /Dstrctwd	2,062.84
5508	89	CJK CONSTRUCTION MANAGEMENT	BI:CTest/Fac Acq /SJHHS	125,000.00
6 Purchase Orders				\$565,593.44

EXHIBIT 26

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Attachment 1

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2015-16 =====\*  
Board of Trustees Meeting.....NOVEMBER 18, 2015

The following purchase orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the following Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

PO No.	Fund	Vendor	Description	Amount
352588	1	DELL COMPUTER	SpIsNonI/Sch Adm /SMS	34.54
352589	1	DELL COMPUTER	SpIsNonI/Sch Adm /SMS	17.27
352590	1	KATHRYN MEDERO	Serv& Op/Instrctn/Capo Ch	11,000.00
352591	1	PC & MACEXCHANGE	NonCapEq/Instrctn/MFMS	1,053.00
352592	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/MFMS	260.00
352593	1	PC & MACEXCHANGE	NonCapEq/Instrctn/Concordi	2,106.00
352594	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/Concordi	520.00
352595	1	PC & MACEXCHANGE	NonCapEq/Instrctn/LRMS	1,053.00
352596	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/LRMS	280.80
352597	1	CAMCOR INC	InstMtls/Instrctn/MFMS	255.91
352598	1	CDWG Inc	InstMtls/Instrctn/MFMS	340.20
352599	1	FOLLETT SCHOOL SOLUTIONS INC	Serv& Op/Libr&Med/Dstrctwd	2,896.00
352600		VOID	VOID	0.00
352601	12	CHRISTINE STEIN	CnsltNon/Spch Aud/Dstrctwd	18,564.00
352602	23	KNOWLAND CONSTRUCTION SERVICES	Serv& Op/Fac Acq /Dstrctwd	50,000.00
352603	40	GROUND PENETRATING RADAR	BI:CTest/Fac Acq /Tesoro	4,975.00
352604	1	ORANGE COUNTY BUSINESS COUN	CnfrNonI/SupvAdmn/Dstrctwd	750.00
			CnfrNonI/Board /Dstrctwd	375.00
			CnfrNonI/Supt /Dstrctwd	125.00
352605	1	CLEAR THE CLEARINGHOUSE	CnfrNonI/SupvAdmn/Dstrctwd	100.00
352606	1	CIF - SOUTHERN SECTION	Conf:Ins/Instrctn/Dstrctwd	600.00
352607	1	COMPLETE OFFICE OF CA	SpIsNonI/TIS /Dstrctwd	500.00
352608	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/Enterprs/CVHS	18,782.52
352609	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SCHS	1,000.00
352610	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/AVMS	750.00
			SpIsNonI/Sch Adm /AVMS	750.00
352611	1	OFFICE DEPOT	InstMtls/Instrctn/AVMS	500.00
			SpIsNonI/Sch Adm /AVMS	500.00
352612	1	COLLEGIATE DESIGNS	SpIsNonI/Sch Adm /ArroyoMS	186.30
352613	1	FOLLETT SCHOOL SOLUTIONS INC	Bks&Ref /Instrctn/Viejo	1,194.21
352614	1	SCHOOL MATE	InstMtls/Instrctn/OsoGrand	2,168.10
352615	1	SOUTHWEST SCHOOL SUPPLY	SpIsNonI/SupvAdmn/Dstrctwd	118.10
352616		VOID	VOID	0.00
352617	1	IMAGE WORKS	InstMtls/SEOthIns/Dstrctwd	299.04
352618	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/NHMS	644.69
352619		VOID	VOID	0.00
352620	1	ORANGE COUNTY FIRE AUTHORITY	Serv& Op/RR:Bldgs/Dstrctwd	2,750.00
352621	1	COLORADO TIME SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	1,000.00
352622	23	KNOWLAND CONSTRUCTION SERVICES	Serv& Op/Fac Acq /Dstrctwd	9,600.00
352623	1	WARDS MEDIA TECH	SpIsNonI/Sch Adm /Hiddn Hl	295.60
352624	1	HANDWRITING W/O TEARS	K-12Text/Instrctn/Viejo	4,134.44
352625	1	HOUGHTON MIFFLIN CO	K-8Textb/Instrctn/Dstrctwd	334.15
352626	1	HOUGHTON MIFFLIN CO	K-8Textb/Instrctn/Dstrctwd	334.15
352627	1	IBBS	K-8Textb/Instrctn/Dstrctwd	73.93
352628	1	HOUGHTON MIFFLIN CO	K-8Textb/Instrctn/Dstrctwd	334.15

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2015-16 =====\*  
Board of Trustees Meeting.....NOVEMBER 18, 2015

PO No.	Fund	Vendor	Description	Amount
352629	1	HOUGHTON MIFFLIN CO	K-8Textb/Instrctn/Dstrctwd	768.55
352630		VOID	VOID	0.00
352631	1	GOLDEN RULE BINDERY	9-12Text/Instrctn/Dstrctwd	1,149.71
352632	1	HOUGHTON MIFFLIN CO	K-8Textb/Instrctn/Dstrctwd	3,341.52
352633	1	HOUGHTON MIFFLIN CO	K-8Textb/Instrctn/Dstrctwd	334.15
352634	1	EPIC MACHINES INC.	SpplsNonI/Saf&Trng/Dstrctwd	2,605.53
352635	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Dstrctwd	25,000.00
352636	1	RICKS TRAILER SUPPLY	Rntl:Oth/Op:Grnds/Dstrctwd	15,000.00
352637	1	CINTAS CORPORATION #640	Rntl:Oth/Custodil/Dstrctwd	1,950.00
352638	1	H2O SPOT	InstMtls/CurAthlt/ANHS	1,391.08
352639	1	DAY LITE MAINTENANCE	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
352640	1	SNAP ON INCORPORATED	Ppl Tran/PuplTran/Dstrctwd	8,000.00
352641	1	SANTA MARGARITA FORD	Ppl Tran/PuplTran/Dstrctwd	20,000.00
352642	1	PC & MACEXCHANGE	NonCapEq/Instrctn/Chaparal	1,053.00
352643	1	GOLDEN STAR TECHNOLOGY INC.	Serv& Op/Instrctn/Chaparal	260.00
352644	1	PC & MACEXCHANGE	NonCapEq/Instrctn/Dstrctwd	1,053.00
352645	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/Dstrctwd	260.00
352646	1	FARIBORZ, SURUR FAZELI	NPS /NPS /Dstrctwd	1,850.00
352647	1	MCGRAW-HILL SCHOOL EDUCATION	InstMtls/SEOthIns/Dstrctwd	1,092.98
352648	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /Bathgate	126.36
352649	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /Wagon Wh	631.80
352650	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /Don Juan	210.60
352651	1	CAMCOR INC	InstMtls/Instrctn/Bathgate	1,230.29
352652	1	CAMCOR INC	InstMtls/Instrctn/Las Palm	1,230.29
352653	1	CAMCOR INC	InstMtls/Instrctn/SCHS	2,050.49
352654	1	CDWG Inc	InstMtls/Instrctn/Las Palm	1,190.70
352655	1	CDWG Inc	InstMtls/Instrctn/ANHS	1,984.50
352656	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /Marblehd	336.96
352657	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /LFMS	210.60
352658	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Aid:Inst/Dstrctwd	109.84
352659	1	CDWG Inc	InstMtls/Instrctn/ArroyoEl	200.88
352660	1	ORANGE COUNTY REGISTER	Serv& Op/Pub Info/Dstrctwd	2,000.00
352661		VOID	VOID	0.00
352662	1	ORANGE COUNTY REGISTER	SpplsNonI/Pub Info/Dstrctwd	9.36
352663	14	PROJECT DIMENSIONS	Bldg Imp/Fac Acq /Dstrctwd	3,690.00
352664	14	LVH ENTERTAINMENT SYSTEMS	Bldg Imp/Fac Acq /Tesoro	8,172.00
352665	1	RH ENTERPRISES	InstMtls/Instrctn/CVHS	5,394.42
352666	1	RH ENTERPRISES	InstMtls/Instrctn/CVHS	483.75
352667	1	DELL COMPUTER	InstMtls/Instrctn/Dstrctwd	454.30
352668	1	CDWG Inc	InstMtls/Instrctn/Dstrctwd	74,976.12
352669	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/Dstrctwd	7,350.00
352670	1	EPIC MACHINES INC.	Serv& Op/TIS /Dstrctwd	4,307.44
352671	1	GOV CONNECTION INC	InstMtls/Instrctn/Cal Prep	118.35
352672	1	MISSION SAN JUAN CAPISTRANO	FieldTrp/Instrctn/Don Juan	2,002.00
352673	1	ORANGE COUNTY DEPT OF EDUCAT	InstMtls/Instrctn/Castille	170.00
352674	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/Instrctn/Las Palm	1,800.00
352675	1	CAMCOR INC	InstMtls/Instrctn/Las Palm	2,050.49
352676	1	CDWG Inc	InstMtls/Instrctn/Las Palm	1,984.50
352677	1	CDWG Inc	SpplsNonI/Sch Adm /LRMS	159.84
352678	1	DENAULT'S HARDWARE	SpplsNonI/Sch Adm /Concordi	200.00

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2015-16 =====\*  
Board of Trustees Meeting.....NOVEMBER 18, 2015

PO No.	Fund	Vendor	Description	Amount
=====				
352679	1	DENAULT'S HARDWARE	InstMtls/Instrctn/LRMS	500.00
352680	1	CDWG Inc	SpplsNonI/Sch Adm /BAMS	4,409.10
352681	1	CDWG Inc	InstMtls/Instrctn/AVMS	200.88
352682	1	PAXTON/PATTERSON	InstMtls/Instrctn/DHHS	1,981.44
352683	1	CDWG Inc	SpplsNonI/Sch Adm /FNMS	399.60
352684	1	WENGER CORPORATION	NonCapEq/Instrctn/DHHS	1,342.48
352685	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/Concordi	1,960.00
352686	1	CA CASE	CnfrNonI/SupvAdmn/Dstrctwd	50.00
352687	1	EDUPOINT EDUCATIONAL SYSTEMS	CnfrNonI/SupvAdmn/Dstrctwd	625.00
352688	1	OLSEN SAFETY EQUIPMENT	InstMtls/Instrctn/SCHS	364.52
352689	25	AMS.NET INC	Bldg Imp/Fac Acq /Dstrctwd	501,459.24
352690	1	FOREST LANES BOWL CNTR	FieldTrp/SEothIns/Dana ENF	1,000.00
352691	1	OFFICE DEPOT	SpplsNonI/SupvAdmn/Dstrctwd	1,000.00
352692	1	VC SELPA	CnfrNonI/SupvAdmn/Dstrctwd	150.00
352693	1	CALIFORNIANS DEDICATED TO	CnfrNonI/SupvAdmn/Dstrctwd	300.00
352694	1	UC REGENTS	CnfrNonI/SupvAdmn/Dstrctwd	3,750.00
352695	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/Malcom	1,365.00
352696	1	CAMP HIGH TRAILS OUTDOOR	FieldTrp/Instrctn/LadraElm	35,343.00
352697	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/ArroyoEl	42,700.00
352698	1	WORD WRIGHT	InstMtls/Instrctn/SCHS	410.40
352699	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/HlthServ/Dstrctwd	50.00
352700	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/HlthServ/Dstrctwd	50.00
352701	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/HlthServ/Dstrctwd	50.00
352702	1	ASCD	CnfrNonI/SupvAdmn/Dstrctwd	269.00
352703	1	UC REGENTS	Conf:Ins/SDCInstr/MFMS	1,400.00
352704	1	CDWG Inc	SpplsNonI/Sch Adm /MFMS	443.56
352705	1	CDWG Inc	InstMtls/Instrctn/MFMS	443.56
352706	1	MOBYMAX LLC	Serv& Op/Instrctn/BAMS	699.00
352707	1	MCGRAW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	610.16
352708	1	MCGRAW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	414.07
352709	1	MCGRAW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	462.38
352710		VOID	VOID	0.00
352711	1	INTERMOUNTAIN DEACONESS	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	2,001.00
			Sub MHBC/NPS /Dstrctwd	13,965.30
			Sub MHBC/PsychSer/Dstrctwd	74,151.20
352712	1	PRO-ED	SpplsNonI/HlthServ/Dstrctwd	81.42
352713		VOID	VOID	0.00
352714	1	WAL MART S.C.	InstMtls/Instrctn/LRMS	185.00
352715	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	11,877.80
352716	1	BSG GRAPHICS INC	InstMtls/Instrctn/ANHS	633.84
352717	1	ATKINSON ANDELSON LOYA	Legal /FacPlann/Dstrctwd	50,000.00
352718	1	ORANGE COUNTY DEPT OF EDUC	Serv& Op/SupvAdmn/Dstrctwd	4,779.27
352719	1	KIMBERLEY PALMIOTTO	CnsltNon/HlthServ/Dstrctwd	2,000.00
352720	1	REBECCA CALLAGHAN ROMO dba	Serv& Op/Instrctn/Capo Ch	7,000.00
352721	1	FULKRA INCORPORATED	CnsltNon/Security/Dstrctwd	20,000.00
352722	1	ESI INTERNATIONAL INC.	Subagrmnt/Security/Dstrctwd	5,001.00
			CnsltNon/Security/Dstrctwd	24,999.00
352723	1	MEET THE MASTERS INC	CnsltSvs/Instrctn/Tijeras	5,454.88

Board of Trustees Purchase Order Listing  
 \*===== Fiscal Year: 2015-16 =====\*  
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PO No.	Fund	Vendor	Description	Amount
352724	1	LIBRARY REPRODUCTION SERVICE	InstMtls/Instrctn/Dstrctwd	411.48
352725	1	WARDS MEDIA TECH	SpIsNonI/Sch Adm /Hiddn Hl	591.20
352726	1	IMAGINATION MACHINE	Serv& Op/Instrctn/Benedict	1,445.00
352727	1	OLIVE CREST ACADEMY CANAL ELEM	NPS /NPS /Dstrctwd	19,550.96
352728		VOID	VOID	0.00
352729		VOID	VOID	0.00
352730	1	BOWIE ARNESON WILES &	Legal /FacPlann/Dstrctwd	1,147.41
352731	70	STERICYCLE ENVIRONMENTAL	Serv& Op/Enterprs/Dstrctwd	7,924.43
352732	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	3,859.20
352733	1	CALIFORNIA WEEKLY EXPLORER INC	Serv& Op/Instrctn/Concordi	1,380.00
352734	1	CALIFORNIA WEEKLY EXPLORER INC	Serv& Op/Instrctn/Concordi	1,380.00
352735	1	CALIFORNIA WEEKLY EXPLORER INC	CnsltSvs/Instrctn/Crn Vlly	1,380.00
352736	1	SCHOOL HEALTH CORPORATION	SpIsNonI/HlthServ/SCHS	24.42
352737	1	SCHOOL HEALTH CORPORATION	SpIsNonI/HlthServ/SJHHS	27.50
352738		VOID	VOID	0.00
352739	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Moulton	8,400.00
352740	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Dstrctwd	3,300.00
			CnfrNonI/SupvAdmn/Dstrctwd	300.00
352741		VOID	VOID	0.00
352742	1	RANCHO MISSION VIEJO LAND	FieldTrp/Instrctn/Bathgate	1,240.00
352743	1	ACSA/FOUNDATION FOR EDUC	CnfrNonI/Prsnl:HR/Dstrctwd	425.00
352744	1	CHAMPION BALLS	InstMtls/Instrctn/Del Obis	240.43
352745	1	GOPHER ATHLETIC	InstMtls/Instrctn/ANHS	816.39
352746	1	DISCOUNT SCHOOL SUPPLY	InstMtls/SE0thIns/Dstrctwd	66.99
352747	1	LEARNING A-Z	InstMtls/SE0thIns/Dstrctwd	99.95
352748	1	BEACH CITIES HYDRO	InstMtls/Instrctn/LRMS	300.00
352749	1	ROBOTEVENTS	InstMtls/Instrctn/OsoGrand	50.00
352750	14	CULVER-NEWLIN	Bldg Imp/Fac Acq /SCHS	36,452.70
352751	13	CULVER-NEWLIN	OffFdSrv/FoodServ/Dstrctwd	2,401.92
352752	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/SCHS	1,000.00
352753	1	SMART & FINAL IRIS #399	InstMtls/SE0thIns/Dstrctwd	500.00
352754	1	SMART & FINAL IRIS #399	InstMtls/SE0thIns/Dstrctwd	500.00
352755	1	SMART & FINAL IRIS #399	InstMtls/SE0thIns/Dstrctwd	1,000.00
352756	1	SMART & FINAL IRIS #399	InstMtls/SE0thIns/Dstrctwd	500.00
352757	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/VdelMarE	38,293.75
352758	1	REPAIRZOOM	Rnt&Repr/Instrctn/MFMS	300.00
352759	70	STERICYCLE ENVIRONMENTAL	Serv& Op/Enterprs/Dstrctwd	22,783.21
352760	1	NANCY VON LAGEN-SCOTT D.B.A.	CnsltNon/TIS /Dstrctwd	9,500.00
352761	1	CRANE RENTAL SERVICE INC	Rntl:Oth/RR:Bldgs/Dstrctwd	11,310.00
352762	1	SMART & FINAL IRIS #399	InstMtls/SE0thIns/Dstrctwd	1,500.00
352763	1	SUPER DUPER INC.	SpIsNonI/Spch Aud/Dstrctwd	6,699.46
352764	1	SMART & FINAL IRIS #399	InstMtls/SE0thIns/Dstrctwd	1,500.00
352765	1	COALITION FOR ADEQUATE SCHOOL	CnfrNonI/FacPlann/Dstrctwd	1,848.00
352766	1	SOCIAL THINKING PUBLISHING	InstMtls/Aid:Inst/Dstrctwd	31,905.00
352767	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	2,958.68
352768	40	US BANK NATIONAL ASSOCIATION	TrOutOth/IntrAgnc/Dstrctwd	5,903,648.75
352769	12	COMMUNITY CARE LICENSING	Serv& Op/Sch Adm /Dstrctwd	25.00
352770	12	COMMUNITY CARE LICENSING	Serv& Op/Sch Adm /Dstrctwd	6,050.00
352771	1	SPARKLETTS	SpIsNonI/Saf&Trng/Dstrctwd	4,926.15
352772	1	SPARKLETTS	SpIsNonI/Sch Adm /Dana ENF	350.00

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2015-16 =====\*  
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PO No.	Fund	Vendor	Description	Amount
352773	1	SPARKLETT'S	SpplsNonI/Sch Adm /Dstrctwd	500.00
352774	1	SIGNS BY CREATIONS UNLIMITED	SpplsNonI/RR:Bldgs/Dstrctwd	88.50
352775	1	CDWG Inc	SpplsNonI/Saf&Trng/Dstrctwd	177.96
352776	1	WATERLINES TECHNOLOGIES INC	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
352777	40	HMC	BI:Arch /Fac Acq /Dstrctwd	7,000.00
352778	40	HMC	BI:Arch /Fac Acq /Dstrctwd	11,800.00
352779	1	MCGRAW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	454.82
352780	1	MCGRAW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	455.48
352781	1	DIGITAL NETWORKS GROUP INC	NonCapEq/Instrctn/MFMS	72,229.66
352782	1	CHRISTOPHER J AND SELDON	Legal /SupvAdmn/Dstrctwd	1,500.00
352783	1	TIMOTHY ADAMS & ASSOCIATES	Legal /SupvAdmn/Dstrctwd	12,500.00
352784	1	BRIAN AND RENEE EID	Serv& Op/SEOthIns/Dstrctwd	2,000.00
352785	1	AUGUSTIN EGELSEE LLP	Legal /SupvAdmn/Dstrctwd	4,000.00
352786	25	CLEAR SOURCE IT	Bldg Imp/Fac Acq /Dstrctwd	12,382.74
352787	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Dstrctwd	10,000.00
352788	40	CLEAR SOURCE IT	Bldg Imp/Fac Acq /Dstrctwd	5,471.00
	25		Bldg Imp/Fac Acq /Dstrctwd	807.19
352789	1	HITT MARKING DEVICE	SpplsNonI/Sch Adm /SCHS	70.79
352790	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SMS	15.02
352791		VOID	VOID	0.00
352792	1	HITT MARKING DEVICE	SpplsNonI/Sch Adm /ANHS	124.62
352793	1	VITAL LINK	Serv& Op/SupvAdmn/Dstrctwd	2,520.00
352794	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/DHHS	6,030.08
352795	1	FISHER SCIENTIFIC	InstMtls/Instrctn/Dstrctwd	2,045.63
352796	1	EASY RUN ENGINE TEST STANDS	NonCapEq/Instrctn/CVHS	2,771.13
352797		VOID	VOID	0.00
352798	1	CULVER-NEWLIN	SpplsNonI/Sch Adm /DJAMS	902.00
352799	1	HUMANWARE	SpplsNonI/HlthServ/Dstrctwd	175.00
352800	1	DISCOVERY SCIENCE CENTER OF OC	InstMtls/Instrctn/OsoGrand	6,300.00
352801	1	CALIFORNIA WEEKLY EXPLORER INC	FieldTrp/Instrctn/Bathgate	1,380.00
352802	1	GOODHEART-WILLCOX CO INC	InstMtls/Instrctn/CVHS	3,053.00
352803	1	CALIFORNIA WEEKLY EXPLORER INC	FieldTrp/Instrctn/Bathgate	1,380.00
352804	1	KYA SURFACING LLC	Rntl:Oth/RR:Bldgs/Dstrctwd	997.46
352805	14	A.C. LANDSCAPE INC.	Bldg Imp/Fac Acq /Bathgate	12,251.62
352806	1	SCHOLASTIC INC	InstMtls/Instrctn/MFMS	201.74
352807	1	CULVER-NEWLIN	SpplsNonI/Sch Adm /MFMS	157.25
352808	1	STAPLES ADVANTAGE	SpplsNonI/SupvAdmn/Dstrctwd	1,792.95
352809	1	STAPLES ADVANTAGE	SpplsNonI/SupvAdmn/Dstrctwd	398.43
352810		VOID	VOID	0.00
352811	1	ACORN MEDIA	InstMtls/Instrctn/MFMS	232.47
352812	1	GOPHER ATHLETIC	InstMtls/Instrctn/Marblehd	463.64
352813	1	SPORT CHALET	InstMtls/CurAthlt/Tesoro	1,270.95
352814	1	INTERNATIONAL E-Z UP INC	InstMtls/CurAthlt/SCHS	2,534.88
352815	1	COMMUNICATIONS USA	SpplsNonI/Sch Adm /VdelMarE	464.40
352816	1	LANK WRIGHT, COLLEEN	Serv& Op/Instrctn/Mission	270.00
352817	1	SEVELLE, LANI	Serv& Op/Instrctn/Mission	309.00
352818		VOID	VOID	0.00
352819	1	CDWG Inc	InstMtls/Enterprs/VDMMS	159.62
352820	1	CURRICULUM ASSOCIATES	InstMtls/SEOthIns/Dstrctwd	875.21
352821	1	EDUCATIONAL INNOVATIONS	InstMtls/Instrctn/SCHS	277.25



Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2015-16 =====\*  
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PO No.	Fund	Vendor	Description	Amount
352822	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/SMS	358.56
352823	1	COMMUNICATIONS USA	SpplsNonI/Sch Adm /VdelMarE	464.40
			SpplsNonI/Sch Adm /VDMMS	464.40
352824	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/SEOthIns/Dstrctwd	363.96
352825	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/MFMS	358.56
352826		VOID	VOID	0.00
352827	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Enterprs/AVMS	717.12
352828	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/LRMS	833.00
352829	1	CDWG Inc	NonCapEq/Instrctn/LRMS	8,497.29
352830	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Dstrctwd	358.56
352831	1	CDWG Inc	SpplsNonI/Sch Adm /Las Palm	159.84
352832	1	S & S WORLDWIDE	InstMtls/Instrctn/Las Palm	452.42
352833	1	DELL COMPUTER	InstMtls/Instrctn/SMS	16.62
352834	1	S & S WORLDWIDE	InstMtls/Instrctn/RH Dana	54.13
352835	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/SCHS	121.93
352836	1	GOPHER ATHLETIC	InstMtls/Instrctn/OsoGrand	150.16
352837	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/MFMS	55.20
352838	1	CULVER-NEWLIN	SpplsNonI/Sch Adm /Tesoro	644.76
352839	1	CDWG Inc	InstMtls/Instrctn/OsoGrand	160.19
352840	1	CALIFORNIA WESTERN VISUALS	InstMtls/Instrctn/LFMS	686.28
352841	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/SCHS	434.87
352842	1	LEARNING ALLY	InstMtls/SEOthIns/Dstrctwd	511.92
352843	1	VERNIER SOFTWARE	InstMtls/Instrctn/SCHS	578.91
352844	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/Instrctn/Las Palm	50.00
352845	1	COLLEGE BOARD - WRO	Conf:Ins/Instrctn/SCHS	215.00
352846	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Instrctn/RH Dana	768.10
352847	1	TANAKA FARM & PUMPKIN PATCH	FieldTrp/Instrctn/San Juan	2,100.00
352848	1	SPINITAR	InstMtls/Instrctn/San Juan	889.60
352849	1	REALLY GOOD STUFF	InstMtls/Instrctn/Las Palm	49.14
352850	1	ORIENTAL TRADING CO	InstMtls/Instrctn/Las Palm	63.83
352851	1	HELEN'S DESIGN	InstMtls/Instrctn/FNMS	2,000.00
352852	1	STAPLES ADVANTAGE	SpplsNonI/Grph Art/Dstrctwd	41.03
352853	1	SCHOLASTIC EDUCATION INC	InstMtls/Instrctn/Hiddn Hl	457.47
352854	1	ESTRELLITA PUBL	Bks&Ref /Instrctn/Viejo	975.45
352855	1	BIO RAD LABORATORIES	InstMtls/Instrctn/SCHS	314.56
352856		VOID	VOID	0.00
352857	1	PHONAK LLC	SpplsNonI/HlthServ/Dstrctwd	234.39
352858		VOID	VOID	0.00
352859	1	BEN'S MUSIC	Rnt&Repr/Instrctn/BAMS	2,000.00
352860	1	LIBRARY STORE, THE	InstMtls/Instrctn/DJAMS	51.89
352861	1	ORANGE COUNTY SCH BOARDS ASSN	CnfrNonI/Supt /Dstrctwd	35.00
352862	1	HEINEMANN	Bks&Ref /Instrctn/Viejo	885.00
352863	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/SCHS	1,500.00
352864	1	WAXIE	SpplsNonI/Custodil/Dstrctwd	75,000.00
352865	1	CDWG Inc	InstMtls/Instrctn/OsoGrand	969.84
352866	1	CDWG Inc	InstMtls/Instrctn/Concordi	200.88
352867	1	HEINEMANN	Bks&Ref /Instrctn/Viejo	1,472.64
352868	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Palisade	491.45
352869	1	DICK BLICK WEST	InstMtls/Instrctn/DHHS	2,500.00
352870	1	DESTINATION IMAGINATION	InstMtls/Instrctn/Las Palm	840.00

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PO No.	Fund	Vendor	Description	Amount
352871	1	CDWG Inc	InstMtls/Enterprs/NHMS	881.82
352872	1	CDWG Inc	InstMtls/Instrctn/NHMS	301.32
352873	1	CDWG Inc	InstMtls/Instrctn/AVMS	484.92
352874	1	CAMCOR INC	InstMtls/Instrctn/AVMS	340.18
352875	1	CAMCOR INC	InstMtls/Instrctn/OsoGrand	1,020.54
352876	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/SMS	72.07
352877	1	CHEAP JOE'S ART STUFF	InstMtls/Instrctn/DHHS	1,000.00
352878	1	ORIENTAL TRADING CO	InstMtls/Instrctn/Las Palm	647.94
352879	1	SCHOLASTIC INC	InstMtls/Instrctn/Las Palm	740.47
352880	1	CDWG Inc	InstMtls/Instrctn/OsoGrand	1,939.68
352881	1	CDWG Inc	InstMtls/Instrctn/Tesoro	79.92
352882	1	SCHOOL SPECIALTY	InstMtls/Instrctn/LadraElm	278.81
352883	1	PC & MACEXCHANGE	NonCapEq/Instrctn/Dstrctwd	1,053.00
352884	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/Dstrctwd	780.00
352885	1	PC & MACEXCHANGE	NonCapEq/Instrctn/Dstrctwd	3,159.00
352886	1	COLORADO TIME SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	1,500.00
352887	1	BERESFORD, ALCIA	Serv& Op/Instrctn/Mission	309.00
352888	1	GRAVOGRAPH-NEW HERMES	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
352889	1	HD SUPPLY CONSTRUCTION AND	SpplsNonI/Op:Grnds/Dstrctwd	2,500.00
352890	1	CLARK SECURITY PRODUCTS	SpplsNonI/RR:Bldgs/Dstrctwd	15,000.00
352891	1	STEDI.ORG	CnfrNonI/Prsnl:HR/Dstrctwd	149.00
352892	1	RICKS TRAILER SUPPLY	Rntl:Oth/RR:Grnds/Dstrctwd	15,000.00
352893	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /Concordi	126.36
352894		VOID	VOID	0.00
352895	1	MOBILE COMMUNICATION REPAIR	NonCapEq/Instrctn/Viejo	1,020.60
352896	1	C & L CUSTOM LETTERING	InstMtls/CurAthlt/SCHS	3,305.50
352897	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/NHMS	645.67
352898	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /Hiddn Hl	408.24
352899		VOID	VOID	0.00
352900	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/AVMS	750.00
352901	1	MOBILE COMMUNICATION REPAIR	Rnt&Repr/Instrctn/Las Palm	1,000.00
352902	1	MCGRAW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	690.12
352903	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /Ambuehl	210.60
352904	1	PEARSON EDUCATION INC	K-12Text/Instrctn/SJHHS	763.52
352905	12	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Dstrctwd	8,000.00
352906	13	PROFIT SOLUTIONS GROUP	SmlEquip/FoodServ/Dstrctwd	9,004.08
352907	1	MOVIE LICENSING USA	InstMtls/Instrctn/Las Palm	505.44
352908	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	327.00
352909	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SE0thIns/Dstrctwd	24.50
352910	13	HEALTH-E MEAL PLANNER PRO	Comptr /FoodServ/Dstrctwd	195.00
352911	1	CCSEA	CnfrNonI/SupvAdmn/Dstrctwd	625.00
			Conf:Ins/Instrctn/Dstrctwd	625.00
352912		VOID	VOID	0.00
352913		VOID	VOID	0.00
352914		VOID	VOID	0.00
352915		VOID	VOID	0.00
352916	1	SMART & FINAL IRIS #399	InstMtls/SDCInstr/Dana ENF	1,850.00
352917	1	SMART & FINAL IRIS #399	SpplsNonI/SupvAdmn/Dstrctwd	3,700.00
352918	1	DENAULT'S HARDWARE	InstMtls/Instrctn/SCHS	750.00
352919	1	DENAULT'S HARDWARE	InstMtls/Instrctn/LRMS	300.00

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PO No.	Fund	Vendor	Description	Amount
352920	1	EAGLE COMMUNICATIONS	SpplsNonI/Sch Adm /AVMS	210.70
352921	1	MAYER-JOHNSON CO	SpplsNonI/Spch Aud/Dstrctwd	440.92
352922	1	ADVANTAGE WEST INVESTMENT	SpplsNonI/Custodil/Dstrctwd	500,000.00
352923	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Dstrctwd	1,091.88
352924	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/SJHHS	111.81
352925	1	CAESAR, WARREN	InstMtls/Instrctn/SCHS	335.79
352926	1	BRANDU	InstMtls/Instrctn/MFMS	256.61
352927	25	AMS.NET INC	Bldg Imp/Fac Acq /Dstrctwd	160,521.12
352928	40	AMS.NET INC	Bldg Imp/Fac Acq /Dstrctwd	66,926.42
	25		Bldg Imp/Fac Acq /Dstrctwd	24,910.69
352929	40	AMS.NET INC	Bldg Imp/Fac Acq /Dstrctwd	30,921.44
	25		Bldg Imp/Fac Acq /Dstrctwd	13,010.66
352930	1	TOMARK SPORTS INC	InstMtls/Instrctn/Viejo	406.38
352931	1	NETOP	Serv& Op/Instrctn/MFMS	150.00
352932	1	PASCO SCIENTIFIC	InstMtls/Instrctn/SCHS	62.92
352933	1	CCIS ADMINSTRATORS	Conf:Ins/Instrctn/FrshStrt	285.00
352934	1	NCS PEARSON INC.	SpplsNonI/Spch Aud/Dstrctwd	467.40
352935	1	NCS PEARSON INC.	SpplsNonI/PsychSer/Dstrctwd	8,220.30
352936	1	ITO NURSERY	InstMtls/Instrctn/LRMS	500.00
352937	1	COMPLETE OFFICE OF CA	SpplsNonI/PuplTest/Dstrctwd	2,000.00
352938	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Hiddn Hl	500.00
352939	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /Don Juan	4,000.00
352940	1	OFFICE DEPOT	InstMtls/SE0thIns/Dana ENF	108.25
352941	1	ENET COMPONENTS INC	InstMtls/Instrctn/VdelMarE	139.10
352942	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	1,813.27
352943	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	890.03
352944	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	1,567.51
352945	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	2,225.07
352946	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	1,853.12
352947	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	863.46
352948	1	AIRWOLF 3D	NonCapEq/Instrctn/Dstrctwd	14,580.00
352949	1	CASBO	CnfrNonI/Purch /Dstrctwd	265.00
			CnfrNonI/TIS /Dstrctwd	530.00
352950	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/Las Palm	980.00
352951	1	CDWG Inc	InstMtls/Instrctn/Las Palm	9,996.82
352952	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SE0thIns/Dstrctwd	24.50
352953	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	327.00
352954	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SE0thIns/Dstrctwd	24.50
352955	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	327.00
352956	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SE0thIns/Dstrctwd	24.50
352957	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	327.00
352958	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Enterprsr/NHMS	24.50
352959	1	CDWG Inc	InstMtls/Enterprsr/NHMS	249.92
352960	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	981.00
352961	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SE0thIns/Dstrctwd	24.50
352962	1	KYA SERVICES LLC	Rntl:Oth/RR:Bldgs/Dstrctwd	1,797.09
352963	1	KYA SERVICES LLC	Rntl:Oth/RR:Bldgs/Dstrctwd	1,518.97
352964	1	KYA SURFACING LLC	Rntl:Oth/RR:Bldgs/Dstrctwd	5,301.08
352965	14	KYA SERVICES LLC	Rntl:Oth/RR:Bldgs/Dstrctwd	9,348.54
352966	13	ACTION SALES	LrgEquip/FoodServ/AVMS	2,584.00



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\*===== Fiscal Year: 2015-16 =====\*  
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PO No.	Fund	Vendor	Description	Amount
352967	1	RIVERSIDE PUBLISHING CO	SpplsNonI/PsychSer/Dstrctwd	754.11
352968	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	1,996.07
352969	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	979.75
352970	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	1,725.54
352971	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	2,449.39
352972	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	2,039.94
352973	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	950.51
352974	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	387.51
352975	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	584.93
352976	1	SOLI STUDIOS MUSIC INC	Rnt&Repr/Instrctn/Dstrctwd	150.00
352977	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	562.99
352978	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	2,961.20
352979	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	3,202.48
352980	1	W W GRAINGER INC	NonCapEq/RR:Bldgs/Dstrctwd	2,465.64
352981	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	2,844.21
352982	1	CAMBIUM LEARNING GROUP INC	InstMtls/Instrctn/NHMS	400.00
352983	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	2,390.89
352984	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	2,420.14
352985	1	CAMCOR INC	InstMtls/Instrctn/MFMS	109.67
352986	1	DESIGN SCIENCE	InstMtls/Instrctn/Tesoro	392.42
352987	1	PC & MACEXCHANGE	NonCapEq/Instrctn/MFMS	1,053.00
352988	1	GOLDEN STAR TECHNOLOGY INC.	Serv& Op/Instrctn/MFMS	280.80
352989	1	PC & MACEXCHANGE	NonCapEq/Instrctn/Viejo	2,106.00
352990	1	GOLDEN STAR TECHNOLOGY INC.	Serv& Op/Instrctn/Viejo	561.60
352991	1	PC & MACEXCHANGE	NonCapEq/Instrctn/CanViste	1,053.00
352992	1	ACADEMIC THERAPY PUBL	SpplsNonI/Spch Aud/Dstrctwd	472.00
352993	1	GOLDEN STAR TECHNOLOGY INC.	Serv& Op/Instrctn/CanViste	280.80
352994	1	ACADEMIC THERAPY PUBL	SpplsNonI/PsychSer/Dstrctwd	858.24
352995	1	PRO-ED	SpplsNonI/PsychSer/Dstrctwd	472.00
352996	1	MHS RESEARCH DEPARTMENT	SpplsNonI/PsychSer/Dstrctwd	2,692.40
352997	1	LAKESHORE LEARNING MATERIALS	SpplsNonI/Spch Aud/Dstrctwd	97.43
352998	1	COMPLETE OFFICE OF CA	SpplsNonI/SupvAdmn/Dstrctwd	3,000.00
352999	1	NEWSELA INC	Bks&Ref /Instrctn/VDMMS	198.00
353000	1	MIND RESEARCH INSTITUTE	Serv& Op/Instrctn/Marblehd	3,000.00
353001	1	SPINITAR	SpplsNonI/Sch Adm /AVMS	971.68
353002		VOID	VOID	0.00
353003	1	BRAIN POP LLC	Serv& Op/Instrctn/Hiddn Hl	2,295.00
353004		VOID	VOID	0.00
353005	1	WAL MART L.N.	InstMtls/Instrctn/ANHS	1,000.00
353006		VOID	VOID	0.00
353007	1	SCHOOL SPECIALTY	SpplsNonI/GuidCnsl/DJAMS	208.14
353008		VOID	VOID	0.00
353009	1	WAL MART L.N.	InstMtls/SEOrthIns/Dstrctwd	1,500.00
353010		VOID	VOID	0.00
353011	1	MARKERBOARD PEOPLE	InstMtls/Instrctn/SMS	25.88
353012		VOID	VOID	0.00
353013	1	BARRETT-ROBINSON INC	InstMtls/Instrctn/Palisade	520.80
353014	1	MUSIC AND ARTS CENTER	InstMtls/Instrctn/Dstrctwd	2,500.00
353015		VOID	VOID	0.00
353016	1	WAL MART L.N.	InstMtls/SEOrthIns/Dstrctwd	1,000.00

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PO No.	Fund	Vendor	Description	Amount
353017	1	CAMCOR INC	InstMtls/Instrctn/ArroyoEl	82.84
353018	1	B & H PHOTOGRAPHY	SpplsNonI/Sch Adm /CVHS	508.28
353019		VOID	VOID	0.00
353020	1	BERTRAND'S HORN IMPROVEMENT	InstMtls/Instrctn/MFMS	500.00
353021	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Hiddn Hl	1,190.38
353022		VOID	VOID	0.00
353023	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/Dstrctwd	1,498.19
353024		VOID	VOID	0.00
353025	1	PRO-ED	SpplsNonI/Spch Aud/Dstrctwd	238.19
353026	13	INDUSTRIAL ELECTRIC SERVICE	EquipRpr /FoodServ/Dstrctwd	20,000.00
353027	1	SMART & FINAL IRIS #399	InstMtls/SE0thIns/Dstrctwd	400.00
353028	13	PREMIER FOOD SAFETY	CnfrNonI/FoodServ/Dstrctwd	278.00
353029	1	SCHOOL SPECIALTY	SpplsNonI/Sch Adm /Las Palm	96.93
353030	1	DBQ PROJECT, THE	Bks&Ref /Instrctn/Dstrctwd	1,508.00
353031		VOID	VOID	0.00
353032	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/GuidCnsl/Dstrctwd	50.21
353033	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/SCHS	3,523.63
353034	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/SCHS	510.85

412 Purchase Orders \$8,731,873.15

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
214931	A & R WHOLESALE DISTRIBUTORS	-	
		PV-161214	16,366.98
		PV-161215	8,015.15
		PV-161216	3,746.58
		PV-161217	7,825.98
		PV-161218	10,075.81
		PV-161219	12,443.12
		PV-161220	11,691.53
		PV-161221	2,392.64
		PV-161222	8,498.62
		PV-161223	8,047.72
		PV-161224	12,846.37
		PV-161225	7,536.43
		PV-161226	6,283.58
		PV-161227	14,623.09
		PV-161228	13,213.27
		PV-161229	1,282.92
		PV-161230	7,487.83
		PV-161231	9,957.58
		PV-161232	5,828.99
214932	A & R WHOLESALE DISTRIBUTORS	PV-161233	149,869.66
214933	ACTION SALES	PO-352197	3,838.96
214934	AFFILIATED PACKAGING SPEC	PV-161177	989.32
214935	CAL TROPIC	PV-161234	4,492.80
214936	ECOLAB PEST ELIMINATION	PV-161162	87.36
		PV-161163	87.36
		PV-161164	87.36
		PV-161165	87.36
		PV-161166	87.36
		PV-161167	240.25
		PV-161168	65.52
		PV-161169	150.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2015-16 =====\*  
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Warrant Number	Name of Payee	Reference Number	Amount
214937	HOLLANDIA DAIRY INC.	PV-161237	1,820.76
		PV-161238	2,335.96
		PV-161239	2,385.22
		PV-161240	1,365.06
		PV-161241	580.02
		PV-161242	2,234.36
		PV-161243	3,545.11
		PV-161244	1,626.62
		PV-161245	1,365.19
		PV-161246	751.36
		PV-161247	968.86
		PV-161248	375.53
		PV-161249	1,404.39
		PV-161250	785.07
		PV-161251	379.25
		PV-161252	303.87
		PV-161253	301.34
		PV-161254	186.79
		PV-161255	629.94
		PV-161256	34,464.40
		PV-161257	12.00
214938	OFFICE DEPOT	CM-160031	107.99-
		PV-161171	107.99
		PV-161172	129.59
		PV-161173	297.33
		PV-161174	90.93
		PV-161175	6.45
		PV-161176	17.50
214939	THE TOLL ROADS	PV-161236	200.00
214940	MAGNETIC ATTRACTIONS	PO-351129	301.55
214941	MCGRAW-HILL SCHOOL EDUCATION	PO-350456	2,484.43
		PO-350468	966.17
		PO-350740	1,345.73
		PO-351989	721.09
		PO-352020	1,036.57
214942	MPS	PO-352469	684.66
214943	NASCO MODESTO	PO-351280	208.29
		PO-351412	43.54
		PO-351717	65.97
		PO-352167	282.75
		PO-352190	222.91
		PO-352465	224.04
		PO-352466	1,086.65
		PO-352467	89.76
		PO-352468	541.89



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Warrant Number	Name of Payee	Reference Number	Amount
214944	NCS PEARSON INC	PO-352143	280.44
214945	NCS PEARSON INC.	PO-351834	830.67
		PO-352005	889.03
214946	ORANGE COUNTY FIRE AUTHORITY	PO-352620	2,750.00
214947	PALOS SPORTS INC	PO-352264	590.85
214948	PC & MACEXCHANGE	PO-352169	1,053.00
		PO-352172	2,106.00
		PO-352388	1,053.00
		PO-352440	2,106.00
		PO-352591	1,053.00
		PO-352593	2,106.00
		PO-352595	1,053.00
214949	SCHOOL MATE	PO-352614	2,025.00
214950	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-350103	11.44
		PO-350105	351.50
		PO-350139	1,550.12
		PO-350609	6,425.78
		PO-350658	130.42
		PO-350677	87.48-
		PO-350686	1,388.51
		PO-350687	205.88
		PO-350704	15.79
		PO-350705	1,053.83
		PO-351309	156.21
		PO-352151	340.20
214951	VERNIER SOFTWARE & TECHNOLOGY	PO-352389	49.88
214952	WARD'S	PO-351152	673.92
		PO-351695	4,961.76
		PO-352112	710.64
		PO-352128	2,695.68
214953	PAUL H. BROOKES PUBLISHING CO	PO-351893	849.90
214954	DEVEREUX TEXAS TREATMENT	PV-161293	10,073.31
		PV-161294	10,275.85
214955	NSI ACADEMY	PO-351651	18,638.00
214956	ORANGE COUNTY THERAPY SERVICE	PO-350380	18,105.00
214957	ACOSTA-HARGRAVES, MARTHA	PV-161296	81.42
		PV-161297	73.60
214958	JACKSON-BOOTHBY, CHANTELE	PV-161298	81.42
		PV-161299	73.60
214959	POTNIS, DIPALI	PV-161295	614.52
214960	CONTEMPORARY SERVICES CORP.	PO-351972	760.79
214961	COUNTY OF ORANGE	PO-352559	1,286.40
214962	ACORN MEDIA	PO-351920	198.07
214963	BARCODE GIANT	PO-352266	925.31
214964	BUSWEST	PO-350478	5,002.17

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Warrant Number	Name of Payee	Reference Number	Amount
214965	CDW GOVERNMENT	PO-351089	79.92
		PO-351674	29.98
		PO-352154	301.32
		PO-352293	399.60
		PO-352395	881.82
		PO-352397	484.92
		PO-352426	19,993.63
		PO-352433	18,494.11
214966	CLEAR SOURCE IT	PO-352118	2,687.80
214967	COLLEGE BOARD	PO-352580	2,025.00
214968	CURRICULUM ASSOCIATES	PO-352578	2,314.47
214969	EDUCATIONAL INNOVATIONS	PO-351304	947.31
214970	FLINN SCIENTIFIC INC	PO-350939	104.41
		PO-351302	19.87
		PO-351303	383.63
		PO-351709	374.80
		PO-351901	503.90
		PO-352065	609.61
214971	FRICITION MATERIALS CO.	PO-350382	3,268.37
214972	FUN AND FUNCTION	PO-352464	490.26
214973	GOLDEN RULE BINDERY	PO-351271	635.81
214974	GOPHER ATHLETIC/SPORTS	PO-351704	1,215.43
		PO-351707	420.12
		PO-352283	293.33
		PO-352386	1,329.24
		PO-352387	196.23
214975	KELLY PAPER COMPANY	PO-350262	1,485.06
214976	SPIRAL BINDING COMPANY INC	PO-352582	414.68
214977	DATA RECOGNITION CORPORATION	PO-352471	382.96
214978	CVHS ASB	PV-161258	125.00
214979	DELGADO, SANDRA	PV-161259	89.00
214980	HERTZ, JANA	PV-161260	15.95
214981	POURARBAB, SAM	PV-161261	70.00
214982	STEWART, DAVID	PV-161262	196.38
214983	ADAMSON, CORAL	PV-161263	221.95
214984	ANTONIUS, LYNDIA	PV-161264	34.50
214985	BIRKINSHAW, SANDY	PV-161265	216.78
214986	BLAND, LISA	PV-161266	42.55
214987	CARDIN, PATTI	PV-161267	62.10
214988	CAUDILL, AMANDA	PV-161268	146.63
214989	CHRISTMAN-STURM, TRACY	PV-161269	79.35
214990	FITZSIMMONS, KATHLEEN	PV-161270	48.30
214991	FRIEDLANDER, DOROTHY	PV-161271	166.75
214992	GOLDBECK, MELISSA	PV-161272	198.38
214993	GRAY, LISA	PV-161273	106.95

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Warrant Number	Name of Payee	Reference Number	Amount
214994	HALL, SHEILA	PV-161274	223.10
214995	HARVEY, LAUREN	PV-161275	181.70
214996	HUNTER, STACY	PV-161276	3.45
214997	KENNEY, VALERIE	PV-161277	14.95
214998	KOPELSON, KATHLEEN	PV-161278	360.53
214999	LAIDLEY, JOANIE	PV-161279	95.45
215000	LEWIS, SHARON A.	PV-161280	162.15
215001	MARCUS, BRUCE	PV-161281	127.08
215002	MORAND, CARA	PV-161283	161.58
215003	NORMAN, ELLESSE	PV-161284	97.18
215004	ORGILL, JANELL	PV-161285	123.05
215005	PANNING LA BATE	PV-161286	182.85
215006	SCHOOLER, DEBORAH	PV-161287	281.18
215007	SHAH, RANA	PV-161288	141.45
215008	SMITH, ANNE	PV-161289	243.80
215009	VARGAS, DAVID	PV-161290	297.85
215010	WILLIS, BRIAN	PV-161291	10.35
215011	WOLFSON, MEGHAN	PV-161292	71.30
215012	CALAIACOVO, EILEEN	PV-161300	23.09
215013	DUFFIELD, LISA	PV-161301	281.67
215015	CAPISTRANO UNIFIED SCHOOL DIST	PO-350267	69,463.54
215016	AMT SYSTEMS INC	PO-351906	1,313.98
215017	CITY OF SAN CLEMENTE	PO-350712	35,806.81
215018	CONSOLIDATED ELECT DISTR	PO-350559	4,096.84
215019	COUNTY OF ORANGE-WASTE MNGT	PO-350840	2,178.14
215020	CR&R INCORPORATED	PO-351166	17,032.35
215021	E. STEWART AND ASSOCIATES	PO-350556	3,185.00
215022	G.A. DOMINGUEZ	PO-351225	10,455.50
215023	PROJECT DIMENSIONS	PO-352584	7,380.00
215024	SAN DIEGO GAS & ELECTRIC	PO-351100	384,354.76
215025	SANTA MARGARITA WATER	PO-350719	4,323.04
215026	SO CAL GAS CO	PO-350717	590.28
215027	SO COAST WATER DIST	PO-351099	9,940.00
215028	SOUTHERN CALIFORNIA EDISON	PO-350716	45,602.21
215029	WEST COAST ARBORISTS INC.	PO-351613	11,130.00
215030	CULVER-NEWLIN	PO-351591	4,494.42
215031	DAVE BANG ASSOCIATES INC	PO-350245	187,792.59
215032	SILVER CREEK INDUSTRIES INC.	PO-345441	1,772.23
215033	DSA	PO-352587	850.00
215034	KNOWLAND CONSTRUCTION SERVICES	PO-352622	9,600.00
215035	LETNER ROOFING CO	PO-346603	850,233.85
215036	SILVER CREEK INDUSTRIES INC.	PO-345436	15,610.88
215037	KNOWLAND CONSTRUCTION SERVICES	PO-346765	3,990.00
		PO-346766	3,990.00
215038	KNOWLAND CONSTRUCTION SERVICES	PO-346744	13,376.00

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Warrant Number	Name of Payee	Reference Number	Amount
215039	SCHOOL FACILITY CONSULT	PO-351789	500.00
		PV-161213	127.50
215040	SILVER CREEK INDUSTRIES INC.	PO-345382	3,126.45
215041	260-PRAXAIR DISTRIBUTION INC.	PO-350936	28.80
215042	CAMBIUM LEARNING INC	PO-351629	40,700.00
215043	COX COMMUNICATIONS	PO-351467	16,632.24
		PO-351894	14,852.47
215044	MOBILE FLEET WASH	PO-350480	942.50
215045	OFFICE DEPOT	PO-350102	74.74
		PO-350632	157.96
		PO-351314	473.37
		PO-351811	222.70
		PO-351931	15.23
		PO-351932	80.97
215046	ORANGE COUNTY PUMP CORPORATION	PO-351231	3,510.00
215047	PEARSON EDUCATION	PO-350142	4,534.80
		PO-350148	5,718.02
		PO-350149	2,100.70
		PO-350156	7,718.00
		PO-350158	653.18
215048	PERMA-BOUND	PO-352208	742.87
		PO-352211	1,523.84
215049	PHONAK LLC	PO-352162	209.23
215050	PITNEY BOWES PRESORT SERVICES	PO-350256	308.51
215051	PRECISION SPEEDOMETER SR	PO-352455	777.73
215052	PSYCHOLOGICAL ASSESSMENT RES	PO-352282	907.20
215053	RICKS TRAILER SUPPLY	PO-351249	323.56
215054	SELECT EQUIPMENT SALES INC	PO-350317	819.40

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Warrant Number	Name of Payee	Reference Number	Amount
215055	SOUTHWEST SCHOOL&OFFICE SUPPLY	-	
		PO-350011	92.81
		PO-350012	48.63
		PO-350104	2.52
		PO-350105	103.14
		PO-350644	652.29
		PO-350645	493.02
		PO-350646	1,067.33
		PO-350648	442.90
		PO-350649	265.75
		PO-350651	202.78
		PO-350652	397.26
		PO-350653	1,197.93
		PO-350654	396.18
		PO-350655	530.76
		PO-350656	659.56
		PO-350657	213.50
		PO-350658	272.89
		PO-350659	120.55
		PO-350660	396.80
		PO-350661	258.00
		PO-350662	1,146.73
		PO-350663	242.30
		PO-350664	73.43
		PO-350665	165.06
		PO-350666	674.71
		PO-350667	168.56
		PO-350668	443.02
		PO-350669	332.74
		PO-350670	167.59
		PO-350671	290.07
		PO-350672	258.26
		PO-350673	278.49
		PO-350675	566.19
		PO-350676	158.27
		PO-350679	54.97

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Warrant Number	Name of Payee	Reference Number	Amount
215056	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-350680	387.21
		PO-350681	522.86
		PO-350682	215.35
		PO-350683	64.94
		PO-350687	259.29
		PO-350688	2,788.86
		PO-350689	1,097.49
		PO-350704	149.04
		PO-350920	804.14
		PO-350922	255.27
		PO-351160	776.40
		PO-351192	72.05
		PO-351201	504.19
		PO-351210	313.60
		PO-351211	191.06
		PO-351212	513.11
		PO-351213	1,331.20
		PO-351224	863.94
		PO-351246	470.04
		PO-351285	6.66
		PO-351287	693.45
		PO-351309	122.02
		PO-351319	216.14
		PO-351351	674.60
		PO-351421	97.95
		PO-351423	15.15
		PO-351425	34.83
		PO-351734	221.54
		PO-351797	553.75
		PO-351799	289.17
		PO-352067	2,268.43
		PO-352070	45.04
		PO-352192	76.47
		PO-352193	64.58
215057	SPARKLETTTS	PO-352224	59.14
		PO-350987	46.23
		PO-350988	42.13
		PO-350989	51.67
		PO-350990	14.35
		PO-351801	22.09
215058	TOBII DYNAVOK LLC	PO-351552	575.00
215059	TROXELL COMMUNICATIONS	PO-352127	540.00
215060	ULINE	PO-350254	521.80
		PO-352324	466.56

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Warrant Number	Name of Payee	Reference Number	Amount
215061	W W NORTON & COMPANY	PO-351856	1,299.60
		PO-352219	1,140.00
215062	WATERLINES TECHNOLOGIES INC	PO-351788	577.29
		PO-352315	1,767.22
215063	WESTERN GRAPHIX	PO-351615	350.00
215064	OFFICE DEPOT	PO-350627	246.11
215065	OFFICE DEPOT	PO-351203	34.44
215066	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-351205	965.14
		PO-351206	76.28
215067	SPARKLETTES	PO-350975	26.19
		PO-350976	6.15
		PO-350978	7.07
		PO-350982	14.35
		PO-350992	18.45
215068	OFFICE DEPOT	PO-350101	3.67
215069	OFFICE DEPOT	PO-350101	3.56
215070	OFFICE DEPOT	PO-350101	3.56
215071	A Z BUS SALES INC	PO-350342	1,162.55
215072	A.C. LANDSCAPE INC	PO-351791	1,943.49
215073	AMERICAN 3B SCIENTIFIC	PO-351903	122.95
215074	APPLE COMPUTER INC	PO-351881	3,332.64
		PO-352120	1,560.96
		PO-352238	412.32
		PO-352394	932.64
		PO-352396	325.92
		PO-352398	268.92
		PO-352400	8,138.40
		PO-352401	5,191.68
		PO-352421	412.32
		PO-352423	2,191.20
		PO-352496	5,546.40
215075	BARRETT-ROBINSON INC	PO-351243	1,677.00
		PO-352322	630.00
215076	BEE MAN	PO-350406	850.00
215077	BIOMETRICS4ALL INC	PO-350966	114.75
		PO-350967	960.00
215078	BSG GRAPHICS INC	PO-352716	621.84
215079	CAMCOR INC	PO-352147	1,020.53
		PO-352159	340.17
		PO-352177	410.09
		PO-352406	541.05
		PO-352411	410.09

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Warrant Number	Name of Payee	Reference Number	Amount
215080	CDW GOVERNMENT	PO-352221	2,973.79
		PO-352239	18,494.11
		PO-352241	999.68
		PO-352407	11,113.20
		PO-352410	793.80
		PO-352425	749.76
		PO-352428	749.76
		PO-352430	749.76
		PO-352434	749.76
		PO-352435	749.76
		PO-352437	1,629.50
		PO-352442	271.21
		PO-352444	9,996.82
		PO-352487	1,984.50
215081	CENGAGE LEARNING	PO-351852	772.20
		PO-351859	1,060.29
		PO-351861	1,158.30
		PO-351863	2,325.51
		PO-351873	386.10
		PO-352207	3,063.26
215082	COLLEGIATE DESIGNS	PO-352612	166.75
215083	COMMERCIAL AQUATIC SERVICES	PO-350239	2,161.41
		PO-351805	700.00
215084	CULVER-NEWLIN	PO-350346	994.03
		PO-351844	600.48
		PO-352104	1,501.20
		PO-352106	922.43
215085	DENAULT'S HARDWARE	PO-351597	604.05
215086	DUNN-EDWARDS CORP	PO-350724	3,521.76
215087	FISHER SCIENTIFIC	PO-351899	783.43
215088	FLINN SCIENTIFIC INC	PO-351898	6,828.07
		PO-352065	36.07
		PO-352225	100.66
215089	FOLLETT SCHOOL SOLUTIONS INC	PO-352022	121.73
		PO-352027	102.74
		PO-352029	192.48
		PO-352031	331.17
		PO-352037	206.18
		PO-352038	172.58
		PO-352041	266.47
		PO-352043	57.20
		PO-352044	174.46
		PO-352202	424.06
		PO-352212	63.18
215090	HOUGHTON MIFFLIN HARCOURT	PO-352185	7,020.08



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Warrant Number	Name of Payee	Reference Number	Amount
215091	J W PEPPER & SON INC	PO-350855	224.07
		PO-352409	145.27
215092	OPTIV SECURITY INC	PO-350035	36,000.00
215093	WINNER CHEVROLET INC.	PO-350362	42,453.02
215094	UNIVERSITY OF OREGON	PO-351874	300.00
215095	DUDHEKER, SANJAY OR SONALY	PV-161303	456.44
215096	GAU, MARY	PV-161304	410.21
215097	WALSH, KAREN	PV-161305	313.95
215098	WILLIAMS, GINI	PV-161306	12.08
215099	BENE, CHERI	PV-161324	170.26
215100	BIRKINSHAW, RYAN	PV-161307	313.95
215101	CARPIO, FREDERICK	PV-161308	119.03
215102	GILMORE, SHELLY	PV-161309	236.33
215103	HERNANDEZ, MARLO	PV-161310	18.98
215104	LINDROTH, RYAN	PV-161311	82.80
215105	MARTIN, GRANT	PV-161314	178.83
215106	MCCARTHY, JOHN	PV-161312	140.88
215107	MURPHY, MARISSA	PV-161313	115.00
215108	NORRIS, MAUREEN	PV-161315	70.73
215109	PENNA, CARMEN	PV-161316	12.65
215110	SHUMATE, DAGMAR	PV-161317	160.43
215111	WEIS-DAUGHERTY, DENISE	PV-161319	104.65
215112	WOOLWINE, DEBRA	PV-161318	191.48
215113	WRAY, ALLISON	PV-161320	73.03
215114	YOUNG, JENNA	PV-161321	29.90
215115	YOUNG, MICHAEL	PV-161322	69.00
215116	MOBYMAX LLC	PO-352706	699.00
215117	BIBB, CARLENE R	PV-161325	754.53
215118	GOSS, THOMAS A	PV-161327	277.05
215119	PRLICH, CYNTHIA L	PV-161326	886.86
215120	CORVEL CORPORATION	PO-350272	214,377.04
215121	UNUM LIFE INSURANCE	PO-350268	10,073.54
215122	ACETEC SECURITY SYSTEMS	PO-352484	13,338.00
215123	AMERICAN LOGISTICS COMPANY LLC	PO-350370	18,011.75
215124	CERTIFIED TRANSPORTATION	PO-351525	1,619.00
215125	DEPARTMENT OF JUSTICE	PO-352139	6,999.00
215126	PACIFIC COAST SIGHTSEEING	PO-351523	2,142.20
215127	OPPORTUNITY FOR LEARNING	PV-161330	31,638.33
		PV-161331	5,786.82
215128	ALTERNATIVE COMM SVCS	PO-350808	5,049.50
215129	AUGUSTIN EGELSEE LLP CLIENT	PO-352472	4,000.00
215130	BERRY, SCOTT AND/OR JAIME	PO-351459	1,381.40
215131	BUSINESS INTERPRISE	PO-351154	1,572.50
215132	CRARY, BRENDA	PO-350797	4,789.40
215133	FARIBORZ, SURUR FAZELI	PO-352646	129.50

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Warrant Number	Name of Payee	Reference Number	Amount
215134	JEPSEN, CLINT AND/OR KATIE	PO-351486	743.28
215135	KARPUS, DAVID AND MARY	PO-351457	1,375.60
215136	MARDAN CENTER OF ED	PO-351654	2,970.24
		PO-351655	3,144.96
		PO-351659	3,319.68
		PO-351771	3,319.68
		PO-352540	3,144.96
215137	MINGUS MOUNTAIN ACADEMY	PO-351660	9,319.00
215138	NSI ACADEMY	PO-351762	2,410.04
215139	OCEANVIEW SCHOOL	PO-351755	4,502.40
		PO-351756	4,099.20
		PO-351757	4,472.40
		PO-351758	3,456.00
		PO-351759	3,859.20
		PO-351760	4,288.00
		PO-351761	2,358.40
		PO-351765	2,572.80
		PO-352374	3,872.40
		PO-352379	5,102.40
215140	PORT VIEW PREPARATORY SCHOOL	PO-351773	11,020.00
		PO-351822	8,900.00
		PO-352542	9,022.50
215141	ROBERT & SHERIE SAMUELIAN	PO-351538	12,870.00
215142	STAFFREHAB	PO-350834	4,480.00
215143	TERI INC	PO-351753	5,395.53
215144	O'DONOVAN, LINDA	PV-161333	81.42
		PV-161334	73.60
215145	PETTEY, STEPHANIE	PV-161335	805.29
		PV-161336	923.77
215146	RUNYAN, JAMIE	PV-161338	81.42
		PV-161339	73.60
215147	GAYLE PARIDE	PO-352480	16,321.25
215148	LAUREEN E. MINNICH	PO-352341	160.00
215149	PROFESSIONAL TUTORS OF AMERICA	PO-350828	5,582.50
215150	STEIN, CHRISTINE	PO-352601	2,185.00
215151	CORVEL CORPORATION	PO-350579	83,752.00
215152	MEBA C/O	PO-350269	3,683,547.38

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215153	DOMINO'S PIZZA	PV-161398	1,582.00
		PV-161399	511.00
		PV-161400	1,792.00
		PV-161401	1,715.00
		PV-161402	924.00
		PV-161403	1,386.00
		PV-161404	1,218.00
		PV-161405	3,549.00
		PV-161406	1,743.00
		PV-161407	1,645.00
		PV-161408	140.00
		PV-161409	1,582.00
		PV-161410	980.00
		PV-161411	763.00
215154	OANDASAN 400, ROWENA	PV-161412	50.00
215155	STATE OF CALIFORNIA	PV-161340	179.00
215156	WATSON 28 400, JENNIFER	PV-161323	69.75
215157	US BANK CORP PAYMENT SYSTEM	-	
		PV-161332	5,521.33
215158	US BANK CORP PAYMENT SYSTEM	-	
		PV-161332	621.45
		PV-161341	1,650.80
		PV-161342	518.79
		PV-161343	3,467.50
215159	US BANK CORP PAYMENT SYSTEM	-	
		PV-161343	5,402.53
215160	US BANK CORP PAYMENT SYSTEM	PV-161343	2,568.32
215161	US BANK CORP PAYMENT SYSTEM	PV-161343	70.83
215162	US BANK CORP PAYMENT SYSTEM	PV-161343	552.92
215163	ALPINE ACADEMY	PO-351650	12,201.00
215164	DEVEREUX TEXAS TREATMENT	PO-352383	14,626.92
215165	DEVEREUX TEXAS TREATMENT	PO-352380	9,914.97
215166	HERITAGE SCHOOLS INC	PO-351656	11,400.00
		PO-351763	11,180.00
		PO-351764	11,400.00
215167	NEW HAVEN YOUTH & FAMILY	PO-351787	20,826.67
215168	PARADIGM HEALTH CARE SERVICES	PO-351601	52,560.99
215169	CALIFORNIANS DEDICATED TO	PO-352693	300.00
215170	CASBO	PO-352350	1,530.00
		PO-352352	645.00
215171	CIF - SOUTHERN SECTION	PO-352606	600.00
215172	CLEAR THE CLEARINGHOUSE	PO-352605	100.00
215173	EDUPOINT EDUCATIONAL SYSTEMS	PO-352687	625.00
215174	ORANGE COUNTY BUSINESS COUNCIL	PO-352604	1,250.00

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Warrant Number	Name of Payee	Reference Number	Amount
215175	ORANGE COUNTY DEPT OF EDUCATIO	PO-352699	50.00
		PO-352701	50.00
215176	Vital Link Orange County	PO-352793	2,520.00
215177	CAMPCO	PV-161415	14,001.76
215178	COMMUNITY CARE LICENSING	PO-352769	25.00
		PO-352770	6,050.00
215179	STEIN, CHRISTINE	PO-352601	1,425.00
215180	BACKSEAT DRIVER & ASSOC INC	PO-352348	10,800.00
215181	CAMP HIGH TRAILS OUTDOOR	PO-352696	35,343.00
215182	HERITAGE MUSEUM OF OC	PO-352695	683.00
215183	JFK TRANSPORTATION CO INC	PO-351522	4,685.00
215184	OCEAN INSTITUTE	PO-352739	8,400.00
215185	PALI MOUNTAIN INSTITUTE	PO-352697	15,887.50
		PO-352757	38,293.75
215186	RANCHO MISSION VIEJO LAND	PO-352742	1,240.00
215187	260-PRAXAIR DISTRIBUTION INC.	PO-350493	330.33
215188	MESA GOLF CARTS	PO-351670	1,454.46
215189	MOBILE FLEET WASH	PO-350480	923.00
215190	MUSIC AND ARTS CENTER	PO-350906	410.84
215191	NEWSELA INC	PO-350958	4,000.00
215192	PARKHOUSE TIRE INC.	PO-350488	5,426.95
215193	PEARSON EDUCATION	PO-350145	3,166.43
		PO-350150	3,382.85
		PO-350152	2,949.09
		PO-350168	3,213.71
215194	PRECISION SPEEDOMETER SR	PO-352455	605.95
215195	PRO-ED	PO-352004	1,047.20
		PO-352191	69.00
215196	PSYCHEMEDICS CORPORATION	PO-350968	113.00
215197	PYRAMID WIRE & CABLE INC.	PO-350070	2,229.44
215198	QUALITY TOWING	PO-350546	118.00
215199	RICKS TRAILER SUPPLY	PO-352636	9,600.00
215200	ROYAL PLYWOOD COMPANY	PO-352316	4,100.26
215201	S C SIGNS & SUPPLIES LLC	PO-351456	1,001.73
215202	SANTA MARGARITA FORD	PO-351321	639.34
		PO-352641	11,462.49
215203	SELPA ADMINISTRATORS OF CA	PO-351362	1,300.00
215204	SIGNS BY CREATIONS UNLIMITED	PO-350947	648.00
		PO-352774	88.50
215205	SOCIAL STUDIES SCHOOL SERVICE	PO-351497	400.33
215206	SOUTH COAST FAMILY MEDICAL	PO-350229	305.00
		PO-350970	606.00
215207	SPORT CHALET	PO-350951	900.96
		PO-352503	961.68
215208	TONY'S LOCKSMITH SERVICE	PO-351242	128.96

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215209	VORTEX INDUSTRIES INC.	PO-350390	1,114.08
215210	WARDS NATURAL SCIENCE	PO-351713	341.41
		PO-351888	64.31
		PO-352272	68.27
		PO-352390	512.11
215211	WESTERN PSYCH SERVICES	PO-351592	2,042.82
215212	WOODWIND AND BRASSWIND	PO-351415	2,087.50
215213	PYRAMID WIRE & CABLE INC.	PO-351183	984.65
215214	STERICYCLE ENVIRONMENTAL	PO-352759	22,783.21
215215	BOWIE ARNESON WILES &	PO-352730	1,147.41
215216	GILBERT & STEARNS INC	PO-351226	6,846.88
215217	KYA SERVICES LLC	PO-350071	4,559.75
		PO-350074	9,725.81
215218	KYA SERVICES LLC	PO-352314	18,782.73
215219	MOULTON NIGUEL WATER	PO-351097	2,013.54
215220	PACIFIC PLUMBING COMPANY OF	PO-350242	26,441.01
215221	SAN DIEGO GAS & ELECTRIC	PO-351100	208,866.21
215222	SANTA MARGARITA WATER	PO-350719	1,821.59
215223	SO CAL GAS CO	PO-350717	1,394.08
215224	SOUTHERN CALIFORNIA EDISON	PO-350716	18,402.61
215225	SPORTS FACILITIES GROUP INC	PO-350092	14,060.00
215226	VIRTUAL WATER SERVICES	PO-351750	775.80
215227	PROJECT DIMENSIONS	PO-352663	3,690.00
215228	NINYO & MOORE GEOTECHNICAL &	PO-346662	279.50
		PO-346666	452.75
		PO-346667	280.75
215229	HMC ARCHITECTS	PO-352259	22,546.56
		PO-352777	1,130.27
		PO-352778	7,239.71
215230	ACCU TRAIN CORPORATION	PO-352213	204.95
215231	ALISO NIGUEL AUTO CARE	PO-351440	768.76
215232	ASSA ABLOY ENTRANCE SYSTEM INC	PO-350562	991.41
215233	ASSOC BUSINESS PRODUCTS	PO-351245	35.69
		PO-352320	114.97
215234	BJ BINDERY	PO-350320	602.00
215235	BRINKS INC.	PO-350225	159.45
215236	CENGAGE LEARNING	PO-351840	4,045.14
215237	CENTER FOR MATHEMATICS AND	PO-351260	2,006.00
		PO-351261	1,416.00
215238	CINTAS CORP #640	PO-350047	279.45
		PO-350374	427.60
		PO-351469	80.59
215239	CINTAS FIRST AID & SAFETY	PO-350393	340.92
215240	COMMITTEE FOR CHILDREN	PO-352256	74,187.90

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215241	COMPLETE OFFICE OF CA	PO-350106	60.05
		PO-350108	242.97
		PO-350110	252.99
		PO-350522	97.19-
		PO-350929	287.34
		PO-350997	578.88
		PO-352232	58.62
215242	DAY LITE MAINTENANCE	PO-352289	43,562.40
		PO-352639	1,975.59
215243	DEMCO INC	PO-352189	407.48
215244	DM COLOR EXPRESS	PO-350387	148.44
215245	DPF FILTERS INC.	PO-350837	625.00
215246	GANAHL LUMBER	PO-350077	699.66
215247	GLEN PRODUCTS	PO-350251	1,034.14
215248	HIRSCH PIPE & SUPPLY	PO-351094	5,030.22
215249	INSIGHT SYSTEMS EXCHANGE	PO-352113	1,146.37
		PO-352302	1,076.84
215250	INTERSTATE BATTERIES	PO-350383	2,285.66
215251	ITO NURSERY	PO-351345	91.75
215252	JOHNSTONE SUPPLY	PO-350932	14,566.82
215253	LAWNMOWERS ETC	PO-351090	1,523.94
		PO-351101	323.29
		PO-351477	2,206.12
215254	LOCAL JANITORIAL & VACUUM	PO-351452	2,297.76
215255	WINNER CHEVROLET INC.	PO-352553	22,629.43
215256	ARISMENDI, JULIE	PV-161344	120.00
215257	MUELLER, JANET	PV-161345	502.50
215258	PEERY, PAMELA OR GORDON	PV-161347	150.00
215259	PEREZ, NICOLE	PV-161346	275.00
215260	WEAR, LEONA	PV-161348	575.00
215261	ALZAMORA, LUCERO	PV-161349	310.91
215262	ARKEE, SHEILA	PV-161350	457.13
215263	BANNERMAN, CARY & KELLY	PV-161351	266.80
215264	BUI, HONG	PV-161352	236.28
215265	ELE, APRIL AND OR ROGER	PV-161353	42.39
215266	GRISHAM, MELINDA	PV-161354	86.02
215267	HINOJOSA, SALVADOR & NIDIA	PV-161355	217.49
215268	JONES, DANNY & NANCY	PV-161356	480.86
215269	KNILANS, JANET	PV-161357	468.56
215270	LAHAM, HAISSAM & MANSOUR RIMA	PV-161358	183.40
215271	LOUIE, DARRYL OR CATHERINE	PV-161359	254.38
215272	MACNAMARA DANIEL & ALICIA	PV-161360	288.83
215273	MEDRANO, CLARA	PV-161361	194.03
215274	RAMIREZ, JOSE AND OR	PV-161362	364.67
215275	SCHWARTZ, TONY OR STEPHANIE	PV-161363	275.31

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215276	SNYDER, BRENT AND OR RENEE	PV-161364	110.12
215277	WHITNEY, MEGHAN	PV-161365	370.30
215278	BAILEY, REBECCA	PV-161367	117.88
215279	BROOKMAN, JOSEPH	PV-161369	313.38
215280	BROWN, NANCY	PV-161368	59.23
215281	BUNYAN, JAMIE	PV-161370	263.93
215282	COPLEY, HANNAH	PV-161371	35.08
215283	CROSS, MELINDA	PV-161372	296.70
215284	CURLEY, JULIE	PV-161373	97.75
215285	DAVIS, DANIELLE	PV-161374	43.70
215286	FARRAND, MONA	PV-161375	156.40
215287	FITZHUGH, MARLENE	PV-161376	112.70
215288	GALLEGO, MARINA	PV-161377	50.60
215289	GONG, PHOEBE	PV-161378	186.88
215290	GRAY, MONTSE	PV-161379	44.85
215291	HANAFORD, LAURA	PV-161380	61.53
215292	HERTZ, JANA	PV-161381	73.03
215293	HEUSER, RACHEL	PV-161382	345.00
215294	HIOUREAS, ANGELA	PV-161383	74.18
215295	HUNTER, STACY	PV-161384	17.25
215296	INFANTE, MARIA CECILIA	PV-161385	217.35
215297	KIMMELL, JULIE	PV-161386	172.50
215298	MORRIS, LINDSEY	PV-161388	50.60
215299	NEUMILLER, NORA	PV-161389	41.40
215300	NIETO, ANJULI	PV-161390	208.73
215301	PAI, FERRIS	PV-161391	66.13
215302	RAFF, DEIDRE	PV-161392	216.20
215303	REGAN, MARY	PV-161393	69.00
215304	SOBOLESKI, AMANDA	PV-161394	67.85
215305	STRANDSTRA, CLAUDIA	PV-161396	23.00
215306	TAYNE, JULIE	PV-161395	177.10
215307	VILCEK, JULIE	PV-161397	134.55
215308	AZPEITIA, ROSY	PV-161366	9.20
215309	MANOS, MARY	PV-161387	4.60
215310	US BANK NATIONAL ASSOCIATION	PO-352768	5,903,648.75
215311	CAPISTRANO UNIFIED SCHOOL DIST	PO-350267	42,020.93
215312	ALTERNATIVE COMM SVCS	PO-350808	4,997.50
215313	Ann Lewis	PV-161485	450.01
215314	DEVEREUX TEXAS TREATMENT	PO-352537	7,422.53
215315	HEAR NOW	PO-350496	5,323.12
		PO-350497	697.50
215316	HOWES, JODEEN AND/OR JEREMY	PO-351638	871.02
215317	PROVIDENCE SPEECH AND	PO-352488	1,890.00
215318	SPECTRUM CENTER ROSSIER PARK	PO-351754	2,530.00
215319	ALLAN, KRYSTAL	PV-161419	30.00

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215320	ECKERT-TOLER, JENNIFER	PV-161416	1,031.93
215321	ORANGE COUNTY DEPT OF EDUCATIO	PO-352700	50.00
215322	RIEM, MICHELLE	PV-161469	253.00
215323	VARRICCHIO, AMY M.	PV-161417	128.22
		PV-161418	70.73
215324	WADA, LISA	PV-161475	67.62
215325	WHITESIDE, TONYA	PV-161476	62.02
		PV-161477	79.78
215326	WOOD, CHERYL	PV-161468	63.06
215327	ACSA/FOUNDATION FOR EDUC	PO-352743	425.00
215328	STROUD, KEITH R	PO-351594	301.00
215329	MCGRAW-HILL SCHOOL EDUCATION	PO-352247	332.81
		PO-352461	499.22
		PO-352571	256.55
		PO-352572	769.66
		PO-352573	690.12
215330	NEW MANAGEMENT INC	PO-352392	330.40
215331	ONE STOP BINDERY	PO-350321	1,290.00
215332	RINCON TRUCK CENTER INC	PO-350494	2,496.94
215333	SCHOLASTIC INC	PO-351927	70.11
215334	SCHOLASTIC INC	PO-351570	605.00
215335	SCHOOL MATE	PO-344231	812.70
		PO-352274	134.75
215336	SEHI COMPUTER PRODUCTS INC	PO-350122	291.60
215337	SO COAST DISTRIBUTING CO	PO-350046	155.09
215338	SPICERS PAPER	PO-352460	5,572.80
215339	STAPLES ADVANTAGE	PO-352060	35.62
		PO-352205	43.19
215340	TREE OF LIFE NURSERY	PO-352142	248.39
215341	UNITED REFRIGERATION INC	PO-351085	3,240.00
215342	VALLEY POWER SYSTEMS INC.	PO-351132	118.80
215343	VISTA PAINT CORP	PO-350135	312.47
215344	WATERLINES TECHNOLOGIES INC	PO-351788	1,058.58
		PO-352315	554.00
215345	WAXIE SANITARY SUPPLY	-	
		PO-350244	1,252.70
		PO-352864	23,519.50
215346	WAXIE SANITARY SUPPLY	-	
		PO-352864	27,507.74
215347	WAXIE SANITARY SUPPLY	PO-352864	15,317.28
215348	ZONAR	PO-351918	5,423.24
215349	STAPLES ADVANTAGE	PO-350531	1,968.49
215350	STERICYCLE ENVIRONMENTAL	PO-352731	7,924.43
215351	ABOVE ALL NAMES CONSTRUCTION	PO-350250	12,839.80
215352	BENS ASPHALT	PO-350953	57,988.50



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215353	MOULTON NIGUEL WATER	PO-351097	3,274.23
215354	PROJECT DIMENSIONS	PO-352584	6,952.50
215355	SANTA MARGARITA WATER	PO-350719	2,808.28
215356	SO CAL GAS CO	PO-350717	452.21
215357	SOUTH COAST FIRE PROTECTION	PO-352078	75.00
215358	WEST COAST ARBORISTS INC.	PO-351613	13,091.00
215359	APEX AUDIO	PO-351661	24,027.53
215360	ACADEMIC THERAPY PUBL	PO-351589	190.08
215361	ASSOCIATION OF CALIFORNIA	PO-351332	820.00
215362	CAROLINA BIOLOGICAL SUPPLY CO	PO-351730	308.07
		PO-352263	614.49
215363	CLARK SECURITY	PO-351237	1,236.39
215364	COSTCO S.J.C.	PO-351534	43.80
		PO-351535	16.19
		PO-351537	499.47
215365	DENAULT'S HARDWARE	PO-351597	614.44
215366	EMERGENCY ESSENTIALS INC	PO-351475	3,792.00
215367	EMERGENCY SERVICES RESTORATION	PO-351072	2,252.70
215368	EVIDENT CRIME SCENE PRODUCTS	PO-351885	144.00
		PO-352391	304.31
215369	FLINN SCIENTIFIC INC	PO-351728	243.68
		PO-352071	913.64
		PO-352310	178.05
215370	FOLLETT SCHOOL SOLUTIONS INC	PO-352021	552.48
		PO-352024	297.68
		PO-352034	153.15
		PO-352042	159.40
		PO-352052	199.28
		PO-352568	205.20
		PO-352569	337.07
		PO-352574	235.44
215371	FULL COMPASS SYSTEMS LTD	PO-346005	312.72
215372	GOLDEN RULE BINDERY	PO-352631	1,081.58
215373	IBBS	PO-352627	73.93
215374	JOHN DEERE LANDSCAPES	PO-351087	26.95
215375	KELLY PAPER COMPANY	PO-350262	2,875.23
215376	DIGITAL NETWORKS GROUP	PO-351006	3,034.72
215377	ARROYO, ADRIANA	PV-161454	92.00
215378	DINH, HUGH	PV-161455	172.00
215379	GEORGE, BRUCE	PV-161456	107.00
215380	HAMMADI, HANAN	PV-161457	80.00
215381	LEGG, CHUCK	PV-161458	62.00
215382	LOPEZ-HERNANDEZ, YENIRA	PV-161459	22.00
215383	MCCARTHY, MARY	PV-161460	62.00
215384	MUNOZ, OFELIA	PV-161461	22.00

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215385	ORTIZ, ALEJANDRO	PV-161462	12.00
215386	PITTMAN, KARL	PV-161463	84.00
215387	RADWAN, NABIL	PV-161464	107.00
215388	ROMEO, JANINE	PV-161465	84.00
215389	SPABERG, BJORN	PV-161466	12.00
215390	WENDEHOST, ERIC	PV-161467	14.00
215391	BAUER, ADAM OR GINA	PV-161422	1,592.73
215392	BODO, JOHN & TERA	PV-161423	442.52
215393	CAPAY, PONCIANO OR MARIA	PV-161424	172.64
215394	CIPOLLONE, JOSEPH & DEBRA	PV-161425	228.46
215395	CLARK, BRIAN OR YOLANDA	PV-161426	122.59
215396	DESHAZER, ALEX OR DARCY	PV-161427	235.22
215397	DIXON, ALLYSSA	PV-161428	52.37
215398	FRAIZER, JERRY & KATHERINE	PV-161429	76.38
215399	FULLER, MARK & CLAIRE	PV-161430	181.19
215400	GARCIA, ROSALINA	PV-161431	476.24
215401	GUDIPATI, SRINIVAS &	PV-161432	486.38
215402	HAMEED, SHAWN	PV-161433	206.08
215403	HYLTON, CHRIS OR HERMINIA	PV-161434	478.69
215404	JARVIS, ANDREW AND/OR	PV-161435	25.30
215405	JIMENEZ, SAULAND OR YESENIA	PV-161436	148.58
215406	JOHNSON, EDWIN OR MELISS	PV-161437	565.11
215407	LEEB, ANDREA	PV-161438	382.72
215408	MEDRANO, CLARA	PV-161439	10.21
215409	MOHEB, MEHRDAD & NASR, NAHID	PV-161440	114.95
215410	MYERS, EDWIN & BRENDA	PV-161441	541.88
215411	NUNEZ, SOFIA	PV-161442	206.08
215412	OSBORNE, RICHARD & DAYNA	PV-161443	388.19
215413	ROLING, MIKAIL	PV-161444	391.23
215414	ROTH, JAY &/OR KERI	PV-161445	333.39
215415	SALGADO, DAVID & ALISON	PV-161446	188.97
215416	SAN FILIPPO, GARY & GIANNA	PV-161447	231.22
215417	SUTHERLAND, GARY & RACHEL	PV-161448	170.02
215418	VAKILI, MIKE & SHABNAM	PV-161449	185.15
215419	VON DWINGELO, ANTHONY/ELIZABET	PV-161450	125.37
215420	WEATHERWAX, KATHY	PV-161451	566.31
215421	WHEATON, TIMOTHY AND/OR	PV-161452	238.05
215422	BARRETT, JANET S	PV-161470	29.90
215423	BARTALUZZI, SAMUEL	PV-161471	18.40
215424	BOLLA, BRENDA	PV-161472	130.53
215425	BOWDEN, JOANNA	PV-161473	128.80
215426	BROWN, SUSAN	PV-161474	106.95
215427	CHICAS, CARLOS	PV-161478	708.40
215428	DE ACUTIS, LISA	PV-161479	17.83
215429	FFRENCH, ANDREA	PV-161480	57.50

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2015-16 =====\*  
Board of Trustees Meeting.....NOVEMBER 18, 2015

Warrant Number	Name of Payee	Reference Number	Amount
215430	FISHER, CLARK	PV-161481	81.65
215431	GINSBERG-BROWN, CLAUDIA	PV-161482	56.93
215432	GONZALEZ, SARAH	PV-161483	30.48
215433	KERINS, TRACY	PV-161486	95.45
215434	KONOGIERIS, KATHI	PV-161487	137.43
215435	KROGMAN, DEBRAH	PV-161488	66.13
215436	MALONE, JULEE	PV-161489	346.73
215437	MONTGOMERY, JERICA	PV-161490	49.45
215438	ORTIZ, RYAN	PV-161492	106.95
215439	PATTERSON, DEBBIE	PV-161493	135.70
215440	ROCHE, ANN	PV-161494	252.43
215441	SIELING, TARA	PV-161495	106.95
215442	ST. JOHN, ANDREA	PV-161497	23.00
215443	STRONG, KARYN	PV-161496	150.08
215444	WOBST, JUDY	PV-161498	5.18
215445	HERRERA, SANDRA	PV-161484	16.68
215446	MCGRAW-HILL SCHOOL EDUCATION	PO-350440	2,415.42
		PO-350449	3,561.01
215447	MISSION AUTO SERVICE	PO-351255	17,079.59
215448	MOBILE COMMUNICATION REPAIR	PO-352648	126.36
		PO-352649	631.80
		PO-352650	210.60
		PO-352656	336.96
		PO-352657	210.60
215449	NCS PEARSON INC.	PO-352187	1,230.57
215450	ORANGE COUNTY REGISTER	PO-352660	1,243.80
		PO-352662	9.36
215451	ORIENTAL TRADING COMPANY INC	PO-352585	42.96
		PO-352850	54.72
215452	PACWEST AIR FILTER LLC	PO-350243	7,589.03
215453	PEARSON EDUCATION	PO-350160	5,736.65
		PO-350177	5,684.82
215454	PEARSON EDUCATION INC	PO-351164	4,197.78
215455	PYRAMID WIRE & CABLE INC.	PO-350401	629.30
215456	RESILITE SPORTS PRODUCTS	PO-350080	31,863.79
215457	RINCON TRUCK CENTER INC	PO-350494	510.31
215458	SOUTH COAST ANSWERING SERVICE	PO-351232	160.48
215459	SOUTHERN COUNTIES LUBRICANTS	PO-350530	1,520.31
215460	SPARKLETTS	PO-350986	6.15
		PO-351182	4.10
		PO-351802	99.28
215461	TIFCO INDUSTRIES	PO-350404	563.16
215462	TIME FOR KIDS	PO-351580	544.12
		PO-351584	602.10
215463	TRUCPAR CO	PO-351084	537.02

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2015-16 =====\*  
Board of Trustees Meeting.....NOVEMBER 18, 2015

Warrant Number	Name of Payee	Reference Number	Amount
215464	VERIZON WIRELESS	PO-351221	5,696.37
215465	VERIZON WIRELESS	PO-352138	24.29
215466	VORTEX INDUSTRIES INC.	PO-351577	399.95
215467	WATERLINES TECHNOLOGIES INC	PO-351788	1,513.06
		PO-352315	5,001.69
		PO-352776	153.99
215468	WAXIE SANITARY SUPPLY	PO-352000	291.89
215469	WEST MUSIC COMPANY	PO-352586	122.45
215470	SPARKLETTTS	PO-350976	8.20
		PO-350983	22.55
215471	STATE BD EQUALIZATION	PV-161502	257.94
215472	ABOVE ALL NAMES CONSTRUCTION	PO-350250	8,910.00
215473	CITY OF SAN JUAN CAPISTRANO	PO-351098	14,123.15
215474	CONSOLIDATED ELECT DISTR	PO-350559	7,868.28
215475	DAVE BANG ASSOCIATES INC	PO-350949	5,386.40
215476	GILBERT & STEARNS INC	PO-351226	277.40
215477	MOULTON NIGUEL WATER	PO-351097	1,803.46
215478	PACIFIC PLUMBING COMPANY OF	PO-350242	4,994.00
215479	SAN DIEGO GAS & ELECTRIC	PO-351100	187,104.08
215480	SANTA MARGARITA WATER	PO-350719	951.13
215481	SO CAL GAS CO	PO-350717	2,283.12
215482	SO COAST WATER DIST	PO-351099	6,799.84
215483	SOUTHERN CALIFORNIA EDISON	PO-350716	61,854.92
215484	WEST COAST ARBORISTS INC.	PO-351613	8,596.00
		PO-351687	1,315.00
215485	CALIFORNIA FACILITY	PO-346508	45,072.00
215486	PLACEWORKS	PO-344546	9,381.25
215487	SCHOOL FACILITY CONSULT	PO-351789	892.50
215488	AARDVARK CLAY	PO-352251	148.65
		PO-352252	402.03
		PO-352275	701.65
215489	ACCURATE AIR ENGINEERING INC	PO-351069	589.00
		PO-351324	1,018.19
215490	ASSOCIATION OF CALIFORNIA	PO-351332	175.00
215491	BATTERIES PLUS	PO-350604	684.30
215492	BEACH CITIES GLASS INC	PO-351227	1,708.29
215493	BLUE LABEL POWER INC.	PO-352164	249.32
215494	BUSWEST	PO-350478	5,688.18
215495	C & L CUSTOM LETTERING	PO-352896	3,305.50
215496	CAL-STATE AUTO PARTS INC	PO-350369	982.79
215497	CLEAN ENERGY	PO-350375	12,075.62
215498	CROWN VALLEY TRANS	PO-350479	3,572.00
215499	DENAULT'S HARDWARE	PO-350133	174.32
215500	EASY WAY SAFETY SERVICES	PO-350378	1,298.00
215501	EPIC MACHINES INC	PO-352670	4,307.44

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2015-16 =====\*  
Board of Trustees Meeting.....NOVEMBER 18, 2015

Warrant Number	Name of Payee	Reference Number	Amount
215502	FRITION MATERIALS CO.	PO-350382	3,627.35
215503	GAMETIME	PO-350605	395.32
215504	GANAHL LUMBER	PO-350077	5,017.90
215505	HAAN CRAFTS	PO-351215	214.28
215506	HD SUPPLY CONSTRUCTION AND	PO-351096	178.48
		PO-352076	1,013.03
		PO-352889	157.44
215507	HOWARD TECHNOLOGY SOLUTIONS	PO-352242	98.00
		PO-352403	73.50
		PO-352404	1,813.00
		PO-352424	73.50
		PO-352427	73.50
		PO-352429	73.50
		PO-352431	73.50
		PO-352432	1,813.00
		PO-352439	857.50
		PO-352441	24.50
		PO-352443	980.00
215508	HUI-CHEN CHEN	PO-352851	1,757.70
215509	IMAGE 2000	PO-350396	475.00
215510	JULIOS AUTO CENTER	PO-351976	3,400.00
215511	KELLY PAPER COMPANY	PO-350262	1,673.94
215512	LENNOX INDUSTRIES INC	PO-350137	13,026.96
215513	GBC CONNECT	PO-352053	120.87
215514	ALTERNATIVE COMM SVCS	PO-350808	4,997.50
215515	AUGUSTIN EGELSEE LLP	PO-352785	4,000.00
215516	BERG RYAN OD MS ED, JULIE	PO-350807	207.60
215517	BRIAN AND RENESS EID	PO-352784	2,000.00
215518	CLARINDA ACADEMY	PO-351657	9,319.00
215519	COPPER HILLS YOUTH CENTER	PO-352384	13,330.00
215520	CROWELL, BRIDGETTE	PO-351528	6,817.50
215521	KENNEY, ROBERT AND MARIE	CL-151936	1,306.00
		PO-350327	560.00
215522	LYNETT AND MATTHEW CRANE	PO-351546	1,565.00
215523	NEW HAVEN YOUTH & FAMILY	PO-352376	11,734.11
215524	OLIVE CREST ACADEMY CANAL ELEM	PO-351775	4,845.85
		PO-351780	4,556.31
		PO-351781	4,392.98
		PO-351782	4,693.48
		PO-351783	4,495.37
		PO-352373	6,562.02
215525	ORANGE CTY DEPT EDUC	PO-352369	123,311.68
		PO-352370	149,507.85
		PO-352718	4,779.27
215526	RADZINS, JOHN & MEREDITH	PO-350545	2,387.86



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2015-16 =====\*  
Board of Trustees Meeting.....NOVEMBER 18, 2015

Warrant Number	Name of Payee	Reference Number	Amount
215527	SCOTT AND KATHY TAYLOR	PO-351574	1,500.00
215528	STAFFREHAB	PO-350834	2,240.00
215529	TIMOTHY ADAMS & ASSOCIATES	PO-352783	12,500.00
215530	WINGARD, RICHARD AND LORENA	PO-351235	625.00
215531	BERESFORD, ALCIA	PO-352887	309.00
215532	CCSEA	PO-352911	1,250.00
215533	DALLATORRE, KARLA	PV-161555	81.53
215534	KERR, ELIZABETH	PV-161556	386.00
215535	LANE WRIGHT, COLLEEN	PO-352816	270.00
215536	SEVELLE, LANI	PO-352817	309.00
215537	STEWART, DAVID	PV-161557	133.14
215538	VC SELPA	PO-352692	150.00
215539	ALTVEO LLC	PO-343390	10,750.00
215540	HARBOTTLE LAW GROUP	PO-352522	33,720.75
215541	NvLS PROFESSIONAL SERVICES LLC	PO-352760	9,500.00
215542	ADMINISTRATIVE SOFTWARE	PO-346711	1,194.60
215543	ALLEN, TREVOR	PV-161560	62.00
215544	BRUNENIEKS, SHELBY	PV-161562	21.00
215545	CANZONERI, MIKE/JENNIFER	PV-161512	89.00
215546	MAHINDRAKAR, MANOJ	PV-161565	165.33
215547	TONINI, ELIZABETH	PV-161566	69.00
215548	ARGENT, HEIDI	PV-161561	12.64
215549	CHANG, CHUN HAO	PV-161563	321.19
215550	COPE, MARY	PV-161564	31.18
215551	SECH, ROBERT	PV-161513	303.78
215552	SEO, KEUMYI	PV-161514	253.57
215553	THEODOROU, PHIL	PV-161515	140.00
215554	VUPPU, VAMSEEDHAR	PV-161516	168.90
215555	ARROW, JAMIE	PV-161511	12.84
215556	AT&T	PO-350405	122.62
215557	READ NATURALLY	PO-350334	1,368.05
215558	REALLY GOOD STUFF INC	PO-352849	45.50
215559	RIDDELL/ALL AMERICAN	PO-350942	5,361.52
215560	SIGNS BY CREATIONS UNLIMITED	PO-350947	686.88
215561	WARD'S	PO-351358	4,630.00
215562	BANNERMAN, CARY & KELLY	PV-161517	1,070.48
215563	COMSTOCK, DAVID AND	PV-161518	168.57
215564	GARCIA, MARIO & SHANNON	PV-161519	458.16
215565	GAU, MARY	PV-161520	212.52
215566	GRAGG, PATRICK & TERRY	PV-161521	146.35
215567	GREEN, TRACY OR MELISSA	PV-161522	62.01
215568	HIERONYMUS, PAUL OR DAYLENE	PV-161524	231.84
215569	MARTINEZ, ROBERT OR CHRISTINA	PV-161525	86.53
215570	MATHIESEN, DAN & TARA	PV-161526	344.45
215571	MOLYNEUX, THOMAS OR CHRISTINA	PV-161527	128.80

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2015-16 =====\*  
Board of Trustees Meeting.....NOVEMBER 18, 2015

Warrant Number	Name of Payee	Reference Number	Amount
215572	O'CONNOR, BRENDAN & JACQUELINE	PV-161528	365.98
215573	PATTERSON, DOUG AND	PV-161529	378.95
215574	SANTIAGO, JOSE & YAMEL SANCHEZ	PV-161530	226.55
215575	SHAIA, GREG OR COURTNEY	PV-161532	318.78
		PV-161533	442.75
215576	TRITZ, RICHARD &/OR JULIE	PV-161534	131.38
215577	ZELAYA, ALFONSO & PAMELA	PV-161535	22.70
215578	AVILA, THERESE	PV-161537	178.25
215579	BLEY, ELIZABETH	PV-161536	53.58
215580	BRADLEY, JUDITH S	PV-161538	51.75
215581	CARLISLE, TERESA	PV-161540	20.70
215582	COX, WILLIAM A	PV-161541	184.58
215583	CUNNINGHAM, CHADWICK	PV-161542	177.68
215584	DIEBOLD, JOHN	PV-161543	24.15
215585	DIXON, AURORA	PV-161544	80.50
215586	HAACK, KATHI	PV-161545	136.28
215587	HIGHTOWER, SHERI	PV-161546	123.05
215588	KIMINAS, ANTHONY	PV-161547	234.03
215589	KLISTER, PAMELA	PV-161548	100.63
215590	KONOGERIS, KATHI	PV-161559	40.83
215591	NEE, KATHLEEN	PV-161549	164.45
215592	RENNIE, GREG	PV-161550	89.70
215593	STIRLING, ROBERT	PV-161551	146.05
215594	TALILI, MAILUMAI	PV-161552	207.00
215595	WEBSTER, ANNE	PV-161553	119.60
215596	WIEDEMAN, LORI	PV-161554	145.48
215597	CAPISTRANO UNIFIED SCHOOL DIST	CM-160034	1.75-
		PO-350267	49,139.01
215598	MEBA C/O	PO-350269	3,651,975.98
667 Warrants			\$18,767,188.88



**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 Telecom, 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	216 7/21/2008

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Dell Computer (Dell Marketing LP)	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27160 awarded to Dell Marketing L.P., California Participating addendum, Computer Equipment, peripherals, and related services.	6/27/2012
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3- 06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008
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 Information 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 <sup>217</sup>
Fagen Friedman & Fulfroost	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012

**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
	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009
Keenan & Associates	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
Knowland Construction Services	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
KYA Services, LLC	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27168	6/25/2014
Lenovo (United States), Incorporated	RFP No. 7-1314 Photography Services	6/11/2014
Lifetouch National School Studios	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
Livermore Ford	RFQ 1-1516 - Legal Services (General)	9/9/2015
Lozano Smith	RFQ 1-1516 - Legal Services (General)	9/9/2015
McFarlin & Anderson	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Xerox Corporation	CMAS AGREEMENT NO. ADSP011-00000411-4, MAILING EQUIPMENT - Neopost Incorporated	8/12/2015
Neopost	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Ninyo & Moore	RFQ 1-1516 - Legal Services (General)	9/9/2015
Norton Rose Fulbright	RFQ No. 2-1213, E-Rate Consultant	6/27/2012
NvLS Professional Services, LLC	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Newport-Mesa Unified School District Bid No. 114-15 Office & School Supplies and Equipment District Wide	5/13/2015
Office Depot	RFQ 1-1516 - Legal Services (General)	9/9/2015
Orbach Huff Suarez & Henderson	RFQ 1-1516 - Legal Services (General)	9/9/2015
Orrick Herrington & Sutcliffe	Bid No. 1516-01 Paper and Plastic Products for Food and Nutrition Services	6/24/2015
P&R Paper Supply Co.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Pacific Coast Sightseeing Tours & Charters	Bid No. 1213-01 - Plumbing Services	5/23/2012
Pacific Plumbing Co. of Santa Ana, Inc.	Palo Verde Unified School District Bid No. 111201, HVAC Filters and Installation	6/27/2012



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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Pacwest Air Filter	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Paradigm Health Care Services	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Pathway Communications, Limited	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
PC & MacExchange	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Pritchard Supply, Inc. dba Johnstone Supply	Bid No. 1516-05 Fence Repairs and Maintenance	6/10/2015
Q Fence and Fabrication, Incorporated	RFQ 1-1516 - Legal Services (General)	9/9/2015
Quint & Thimming LLP	RFQ 3-1314 Mass Notification System	8/14/2013
Reliance Communications	California Multiple Award Schedule Contract No. 1- 14-23-20, Fleet Vehicles - Trucks	8/27/2014
Riverview International	Bid No. 1314-16, CVHS Lunch Pavilion and Music Plaza	3/12/2014
Sanders Construction Services	RFP No. 8-1314, State School Building Program Advisor	1/22/2014
School Facility Consultants	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Space Solutions	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
School Specialty	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
Schools First Federal Credit Union	CMAS Contract No. 4-11-03-0492A GSA Schedule No. GS-07F-0509W Non Information Technology Goods, Civic Permits Software	8/20/2012
SectorPoint, Inc.	RFQ 1-1516 - Legal Services (General)	9/9/2015
Sedgwick	Bid No. 1415-14, Mobile Surveillance System, Software, and Installation for School Buses	11/12/2014
Seon Systems Sales, Inc.	Simi Valley USD RFP 10-14-14 Microsoft Products	2/11/2014
SHI International Corp.	Los Alamitos Unified School District Bid No. 2010- 0001, Purchase, Relocation, Dismantle and Removal of DSA Portable Classroom	4/23/2014
Silver Creek Industries, Inc.	RFP No. 7-1314 Photography Services	6/11/2014
Simonson Photography, Incorporated	RFP No. 7-1314 Photography Services	6/11/2014
South Coast Photographic	RFP No. 1-1314, After School Enrichment Activities and Camps Program Provider	4/24/2013
South Orange County Community College District (Saddleback)	Val Verde Unified School District, Bid No 12/13-001 - Just-N-Time Classroom and Office Supply System	10/23/2013
Southwest School and Office Supply	RFQ 1-1516 - Legal Services (General)	9/9/2015
Stradling Yocca Carlson & Rauth	County of Orange Master Agreement No. MA-017- 13011174, Bottled Water	7/24/2013
Sparkletts	RFP No. 7-1314 Photography Services	7/9/2014
Sumner Photography and Publishing, Inc	California Multiple Award Schedule Contract No. 1- 14-23-20, Fleet Vehicles - Trucks	221 8/27/2014





**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. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Swift Superstore	CMAS 4-11-84-0037A - Security Systems	9/12/2011
Tel-Tec Security System	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Transportation Charter Services, Inc.	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Troxell Communications, Inc	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
United Refrigeration Inc.	RFP No. 2-0708 Audit Services	4/21/2008
Vavrinek, Trine, Day & Co., LLP	RFP No. 4-1213, Snack & Beverage Vending Services	8/20/2012
Vending +Plus	Western State Contracting Alliance (WSCA) WSCA 7-10-70-16, CA Participating Addendum 1907 Wireless Communications Services and Equipment	3/11/2015
Verizon Wireless	Bid No. 1415-08 - Elevator Service	12/10/2014
Vertical Transport, Inc.	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Virco	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Ward's Media Technology	San Diego Unified School District Bid No. GD-13-0006-64, Custodial and Janitorial Products	1/23/2013
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	Bid No. 1112-10 Tree Trimming Maintenance Service	9/26/2011
West Coast Arborists, Inc.	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
Williams Scotsman	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
Winner Chevrolet	RFQ No. 4-1314, Architectural Services	12/11/2013
WLC Architects, Inc.	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	8/27/2014
Wondries Fleet Group	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
Xerox Corporation	RFP No. 1-1415, Global Positioning System	7/23/2014
Zonar Systems, Inc.		

# VENDOR PAYMENTS OVER 250K AS OF 10/28/15

2015-16

112650 A & R WHOLESALE DISTRIBUTORS	612,737.82
112173 ASCIP	1,931,576.00
049767 BENS ASPHALT	324,624.84
118161 CAPISTRANO CONNECTIONS ACADEMY	4,426,703.00
120141 CAPISTRANO UNIFIED SCHOOL DIST	1,178,573.85
106764 CDWG Inc	2,009,730.37
146265 COMMUNITY ROOTS	869,042.00
122828 CORVEL ENTERPRISE COMP INC	761,697.47
014126 CUSD-MELLO ROOS	578,777.00
105883 DAVE BANG ASSOCIATES	490,053.91
150706 EPIC MACHINES INC.	342,609.54
122820 HMC	300,080.28
041995 HOUGHTON MIFFLIN CO	1,760,330.50
148747 ILLUMINATE EDUCATION INC.	258,591.50
105873 JOURNEY CHARTER SCHOOL	624,303.00
150699 KYA SURFACING LLC	355,535.70
144685 LETNER ROOFING CO	1,610,538.89
150703 MEBA C/O	18,366,196.43
113144 OPPORTUNITY FOR LEARNING	302,669.96
066570 ORANGE COUNTY DEPT OF EDUC	1,671,595.56
146264 OXFORD ACADEMY	1,355,755.00
151890 R. JENSEN COMPANY INC.	292,600.00
078255 SAN DIEGO GAS & ELECTRIC	3,596,603.85
150282 SILVER CREEK INDUSTRIES INC.	412,493.80
149669 SOUTH COAST ROP	1,748,090.92
122718 SOUTHERN CALIFORNIA EDISON	834,718.49
147868 US BANK	2,470,255.09
115841 US BANK NATIONAL ASSOCIATION	5,906,398.75
151442 WINNER CHEVROLET INC.	407,787.88
099210 XEROX CORPORATION	1,214,287.31

NOVEMBER 18, 2015, BOARD MEETING  
DISTRICT STANDARDIZED

INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

NEW AGREEMENT

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
ICA	1516182	1	PTA	TriFyrt Sports, LLC	Provides Staffing for Lunch Time Games Promoting Overall Physical Fitness at Moulton Elementary School	12/1/2015-6/30/2015	\$ 5,600.00
ICA	1516183	1	General Fund	Alejandro Garfio	Provide National Collegiate Athletic Association Intensive Workshop	11/19/2015-6/30/2015	\$ 500.00

TOTAL \$ 6,100.00

NEW AGREEMENT RATIFICATIONS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
FSA	1516184	1	Facilities	Facility Inspection Services	Facility Inspection of School Sites to Complete the Facility Inspection Tool (FIT) Developed by Office of Public School Construction	11/1/2015-6/30/2016	\$ 23,175.00
FSA	1516185	1	Facilities	The Land Solution, LLC	Outdoor Track Long Jump/Pole Vault Replacement, Track Repair and Painting at Aliso Niguel High School	10/6/2015-Upon Completion of Work	\$ 39,142.87
FSA	1516186	1	Facilities	Digital Networks Group, Incorporated	Audio Visual Equipment and Installation at Marco Forster Middle School	10/15/15-Upon Completion of Work	\$ 72,229.66
PSA	1516187	1	Special Ed	Herman & Associates	Provide Comprehensive Psycho-Educational Assessments	11/01/2015-6/30/2016	\$ 4,000.00
PSA	1516188	1	Special Ed	Robyn Joy Moses	Provide Psychological Consultations, Psycho-Educational and Mental Health Assessments	11/01/2015-6/30/2016	\$ 30,000.00
FSA	1516189	3	Facilities	NMG Geotechnical, Incorporated	Geotechnical Service-Investigation Grading Plan Review and Foundation Recommendation for Two-Story Classroom Addition at San Clemente High School	11/11/2015-Upon Completion of Work	\$ 24,930.00
PSA	1516190	1	Special Ed	Narasha Irene Adamo	Provide Functional Behavioral Assessments	11/2/2015-6/30/2016	\$ 7,000.00

TOTAL \$ 200,477.53

EXTENSION RATIFICATIONS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
ICA	1213032	3	Special Ed	Twaha Technology, LLC	Community Based Instruction for Adult Trans	7/01/15-6/30/2016	\$ 5,000.00
ICA	1213164	1	PTA	Discovery Science Center of Orange County dba Discovery Cube Orange County	Provide Instructional Science to Go Classes	11/15/2015-11/14/2016	\$ 20,000.00
ICA	1415157	2	General Fund	Fulkra Incorporated	Investigation Services	11/13/2015-11/12/2016	\$ 20,000.00
ICA	1415158	2	General Fund	ESI International Incorporated	Investigation Services	11/13/2015-11/12/2016	\$ 30,000.00

TOTAL \$ 75,000.00

NOVEMBER 18, 2015, BOARD MEETING  
DISTRICT STANDARDIZED

INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

AMENDMENT RATIFICATIONS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
PSA	1314065	1	Child Development	The Regents of the University of California At Irvine	Provide Behavior Management Education for Teachers and Parents	Increase Contract Amount from \$5,000 to \$52,400 and Revised Fee Schedule	\$ 47,400.00
ICA	1415058	1	Gift Funds/ RMIQ	Brain Builders Educational Programs	Provide Engineering Instruction, Applied Math Common Core State Standards and NGSS Science Standards to CUSD Elementary Students	Increase Contract Amount from \$8,000 to \$39,000	\$ 31,000.00
FSA	1415147	3	Facilities	LVH Entertainment System	Labor and Materials to Install New Motorized Front of House Truss System	Increase Contract Amount from \$32,000 to \$40,172	\$ 8,172.00
PSA	1516054	2	General Fund	Atkinson, Andelson, Loya, Ruud & Romo	Human Resources, General Ed, Facilities, Special Ed, Business Services, and Charter Schools Legal Services	Increase Contract Amount from \$250,000 to \$375,000	\$ 125,000.00
MCA	1516118	1	Special Ed	Intermountain	Basic Education Program/Special Education Instruction, Residential Mental Health Services	Revised Fee Schedule	\$ -
TOTAL							\$ 211,572.00

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.



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 19, 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").

### TRIFYTT SPORTS, LLC

WHEREAS, District is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice, specifically providing staffing for lunch time games promoting overall total physical fitness 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 in 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 \$5,600 in aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for the period commencing November 19, 2015, and ending June 30, 2016DATE, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

### DISTRICT

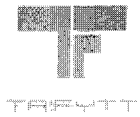
By: \_\_\_\_\_  
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date: November 18, 2015

### CONTRACTOR

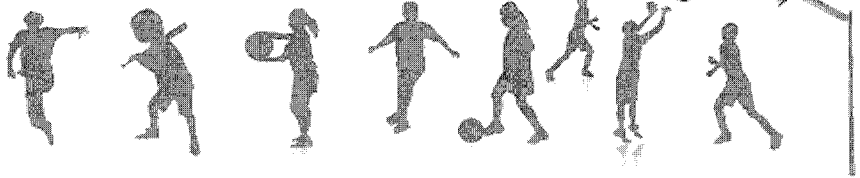
Signature \_\_\_\_\_  
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 Title: \_\_\_\_\_  
 Address \_\_\_\_\_  
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 Email Address: \_\_\_\_\_  
 FEIN \_\_\_\_\_

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EXHIBIT A



TRIFYTT SPORTS



**STANDARD CONTRACT:  
TRIFYTT SPORTS, LLC & MOULTON ELEMENTARY SCHOOL**

Official Name: TriFyTT Sports, LLC

Address of Company: 14522 Myford Rd  
Irvine, CA  
92606

Telephone: 714-237-0060  
Fax: 714-237-0061

COMPANY REPRESENTATIVE: Andrew Todd

Official Name: Moulton Elementary School

Address of Company: 29851 Highlands Ave  
Laguna Niguel, CA  
92677

Telephone: 949-234-5980  
Fax:

COMPANY REPRESENTATIVE: Wendy Mattox

## **STATEMENT OF TERMS**

TriFytt Sports agrees to provide Moulton Elementary School staffing for lunch time games.

### **Sample Games:**

#### **Station 1: Animal Relays**

Focus: Aerobic Fitness, Bilateral Coordination, Muscular Strength/Endurance, Cooperative/Team Building

##### **Description:**

1. Teams are split according to height, gender, ability, etc.
  - a. **Porcupine Run:** children spread their legs a bit, bend over and grab their ankles, and run to the cone and back without letting go of their ankles.
  - b. **Kangaroo Jumps:** children jump as far as they can towards the cones and touch the ground each time they land.
  - c. **Koala Bear Runs:** children run up and down the land with the legs straddled and hands on the ground.
  - d. **Crocodile Walk:** children push up into a table top position with their stomachs facing the sky. They race towards the cone in this position with their head leading.
  - e. **Penguin Waddle:** children waddle to the cone and back.

#### **Station 2: Water Wars**

Focus: Agility, Coordination, Aerobic capacity

Students fill their sponges up with water and run to another bucket to squeeze the sponge out with water. There are 3 teams with 5 students in each team. The objective is to see what team will have the most water in their bucket at the end of the designated time.

#### **Station 3: Capture the Flag**

Focus: Speed, Agility, Dynamic balance, Aerobic capacity, Team Work

The object is to capture the other team's flag, located at the team's "base," and bring it safely back to their own base. Enemy players can be "tagged" by players in their home territory; these players are then, out of the game, members of the opposite team, sent back to their own territory, frozen in place until freed by a member of their own team, or "In jail."

#### **Station 4: Obstacle Course**

Focus: Speed, Agility, Dynamic balance, Throwing mechanics/accuracy, Kicking mechanics/accuracy, Aerobic capacity

Student stands at the starting line. On "Go", the student runs through the agility ladder (one foot in each box). From the ladder, he must run around the cone and over the hurdles. From the hurdles, the student must hop from one hot spot to the next. After the hot spots, he must grab the ball resting on the cone and throw it to the coach. The last section requires the student to kick a soccer ball into the goal. Time starts on "Go" and ends as soon as the ball is in the goal.

**Station 5 (Optional): All Run Kickball**

Focus: Hand-eye Coordination, Foot-eye Coordination, Speed/Agility, Aerobic Fitness, Cooperative/Team Building

Split the group into 2 even teams. One team takes the field – spreading out into different positions. The fielding team must place a player in each of the 5 hoops. Batting team makes a single file line. The first player in the line is the kicker. When he kicks the ball, he and the entire team run around the bases and attempt to score. The fielding team must retrieve the ball and throw the ball to each of the 5 players in the hoops to record an "out". One "run" is scored for every member of the batting team that crosses home plate before the fielding team completes passes to all 5 hoops. Switch sides after 3 batters.

**Payment:**

Moulton agrees to pay TriFyft Sports \$200.00 per week for a 28-week period to be scheduled between Moulton and TriFyft Sports.

TriFyft Sports will provide at least 2 coaches for the lunch programs from 11:10am – 12:35pm, or the regularly scheduled staggered lunch periods for grades 1 through 5 on non-minimum school days.

Moulton shall submit payment to TriFyft Sports within 30 days of submitting invoices to Capistrano Unified School District, ATTN: Accounting Department.

**Notices:**

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services;

If to TriFyft Sports:

TriFyft Sports

9650 9th St. Unit D4., Rancho Cucamonga, CA 91730

and if to Moulton Elementary School:

29851 Highlands Ave. Laguna Niguel, CA 92677

AND

Capistrano Unified School District

Attn: Contracts & Purchasing Department

33122 Valle Road, San Juan Capistrano, CA 92675





## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of November 19, 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").

### **ALEJANDRO GARFIO**

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 providing a National Collegiate Athletic Association Intensive Workshop as 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 in 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 \$500.00 in aggregate under the term of this Agreement.

**Term of Agreement.** The term of this base Agreement is for the period commencing November 19, 2015, and ending June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

### **DISTRICT**

By: \_\_\_\_\_  
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date: November 18, 2015

### **CONTRACTOR**

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

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**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**San Juan Capistrano, CA 92675**  
**10-9-15**

**District NCAA Training Proposal**

**Consulting Agreement:** between NCAA Intensive Workshop" providers and CUSD

**Location:** The Capistrano Unified District Office

**Possible Dates:** Nov. 5<sup>th</sup>, 6<sup>th</sup>, 12<sup>th</sup>, 13<sup>th</sup>, 19<sup>th</sup>, or 20<sup>th</sup>. (Only require 1 day)

**Length of training:** 2 hours

**Time of training:** 10 am to 12:00 pm.

**Cost of training:** \$500.00

**Not asking for substitutes:** zero \$

**Intended Attendees:** High School Assistant Principals of Guidance,  
High School Academic Advisors,  
High School Athletic Directors  
High School Head Coaches (optional) Information can be gathered for  
this group.

**Point of Contact:**

**Alex Garfio**

Assistant Athletic Director

Director of Admissions & Initial Eligibility

USC Department of Athletics

Phone: (213) 740-5326

Fax: (213) 740-1306

**Submitted by:**

Grant S. Martin Jr.



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

**FIELD SERVICES AGREEMENT**

THIS CONTRACT is made and entered into this 19th day of November 2015, by and between Facility Inspection Services, 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 \$ 23,175.00 the following:  
Facility inspection of school sites to complete the facility inspection tool (FIT) developed by the Office of Public School Construction.
- As described in the attached Exhibit A.
2. The term of the Contract shall begin on November 1, 2015 and end June 30, 2016.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Construction or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

7. This Contract includes all Contract Documents as indicated below:

- ☒ W-9 Request for Taxpayer Identification Number and Certification
- ☒ Quote/Proposal, dated \_\_\_\_\_
- ☒ Plans and Specifications/Scope of Work
- ☒ Worker's Compensation Certificate
- ☒ Purchase Order Number \_\_\_\_\_
- ☒ Liability Insurance Certificate
- ☐ Guarantee
- ☒ Certification by Contractor of Criminal Records Check
- ☒ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☐ Payment Bond \$ \_\_\_\_\_
- ☐ Faithful Performance Bond \$ \_\_\_\_\_
- ☐ California State Contractor's License Number \_\_\_\_\_
- ☒ Drug-Free Workplace Certification
- ☒ Tobacco Use Policy
- ☒ DIR Registrations No. \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ 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:

November 18, 2015

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

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

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(Corporate Seal, if Incorporated)

Field Service Agreement  
Capistrano Unified School District

EXHIBIT A  
**FACILITY INSPECTION AGREEMENT**  
**Between**  
**Facility Inspection Services**  
**And**  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**

This FACILITY INSPECTION AGREEMENT is entered into this day of October, 2015 (the "Agreement") by and between **Capistrano Unified School District**, (hereinafter "District"), and **Facility Inspection Services**, a California company (hereinafter "FIS"), each being a "Party" and collectively the "Parties".

**RECITALS**

WHEREAS, FIS is specifically skilled, trained, experienced, and competent to render the Services (as defined below); and

WHEREAS, it is necessary and desirable that FIS be retained by the District for the purpose of performing the Services on the terms and conditions of this Agreement.

**AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period.** The "Agreement Period" begins **November** \_\_\_\_, **2015** (the "Effective Date") and will automatically expire on **February** \_\_\_\_, **2016** (the "Expiration Date").
2. **Services.** During the Agreement Period, FIS agrees to provide to District and District agrees to purchase the services below (the "Services").

**Inspection Services.**

- (i) FIS shall have an Inspector to conduct one (1) visual inspection of each school facility of District (each a "School Facility" and collectively, "School Facilities") for the limited purpose of completing the "FIT" developed by OPSC, provide FIS's opinion as to (A) whether each School Facility is in "good repair" as defined in the California Education Code ("CEC") Section 17002(d)(1); and (B) each School Facility "rating" pursuant to CEC Section 17002(d)(2) (the "Inspection").
- (ii) The Inspector shall take photographs of the conditions such Inspector determines, in his or her sole and absolute discretion, to be deficient.
- (iii) FIS shall provide an initial draft of the FIT to District for review. Subject to FIS's right to conduct an additional inspection of the School Facility, if the District completes and signs FIS's form of liability waiver and certifies that the School Facility conditions listed as deficient or extremely deficient on the FIT have been repaired and such conditions are now in "good repair" (as defined in the CEC), FIS may, at its sole and absolute discretion, update the rating set forth in the final draft of the FIT.
- (iv) Upon completion of the Inspection and District's approval of the final FIT, FIS shall deliver to District one (1) electronic copy of the FIT report for each school and all the photographs taken related to the FIT

3. **Payment of Fees.**

- a. **Fees.** For the Services provided pursuant to the terms of this Agreement, District agrees to pay FIS **\$23,175.00** (the "Fee") as indicated in the "Price Quote for Services."
- b. **Payment Plan.** The Fee is payable in one installment, installment of **(\$23,175.00)** is due upon delivery of Final FIT to District.
- c. **Travel; Lodging Expenses.** All travel and lodging expenses incurred by FIS in connection with the Services are included in the Fee.

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4. **District Acknowledgement.** District hereby acknowledges and agrees to the following: (a) the FIT contains the minimum inspection criteria required by the CEC; (b) if an Inspector determines that a condition not expressly identified in the FIT constitutes a deficiency, the Inspector may note such deficiency on the FIT; (c) while some critical conditions are identified on the FIT as extreme deficiencies, the list under each section of the FIT is not exhaustive; (d) in the opinion of FIS, if a condition deficiency requires immediate attention and, if left unmitigated, could cause severe and immediate injury, illness or death of the occupants, an Inspector may record this deficiency as an extreme deficiency and generate a poor rating; (e) the FIT is designed to evaluate each School Facility within a reasonable range of facility conditions and it is possible that the Inspector may identify critical School Facility conditions that result in an overall school rating that does not reflect the urgency and severity of those deficiencies and/or does not match the ratings description on the FIT and in such instances, the Inspector may reduce the resulting school score by one (1) or more grade categories and describe the reasons for the reduction in the FIT; (f) the Inspector cannot be expected to discover all defective conditions of a School Facility and therefore the opinion of the Inspector or FIS may not accordingly reflect the actual condition of the School Facility or School Facilities; (g) the Inspector and the Inspection are limited by the terms and conditions of this Agreement and the fact that the Inspection is a visual inspection only; (h) neither FIS nor the Inspector shall conduct any repairs or contract to repair any deficient items reported on the FIT; (i) the Services provided herein do not include assistance relating to the California Office of Public School Construction's Deferred Maintenance Program or School Facility Program; (j) FIS is not a building, engineering, plumbing, roofing, electrical, fire protection, flooring or warm air heating, ventilation or air conditioning contractor; and (k) the Inspection Services provided hereunder are for the limited purpose of conducting a visual inspection of the School Facility to complete the FIT and provide an opinion of the rating of the School Facility in order to compile such information into the SARC for District.
5. **Waiver.** District hereby voluntarily waives, releases and forever discharges, and has no right to make a claim or file a lawsuit against FIS or any persons associated with FIS for any injuries (including death or damage to property) resulting from FIS's performance of its obligations under this Agreement, including, without limitation, the Inspection and completion of the FIT, unless and only to the extent that such damage is caused by the willful misconduct of FIS.
6. **Entire Agreement.** This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A and the Price Quote for Services, is the final expression of, and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
7. **Exhibits.** All exhibits referred to in this Agreement are attached hereto and incorporated herein by this reference.
8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a Party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, District and FIS have made and executed this Agreement as set forth below

FIS:

**Facility Inspection Services**

Signature: Scott Newmann  
Date Signed: 10/13/15  
  
Print Name: Scott Newmann  
Title: President  
Company: Facility Inspection Services  
Address: 7237 San Luis  
Carlsbad, CA 92011  
Phone: (928) 897-9220  
Email: facilityinspectionsservices@gmail.com

DISTRICT:

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
  
Print Name: John G. Forney  
Title: Executive Director M&O  
Address: 32972 Calle Perfecto  
San Juan Capistrano, CA 92679  
Phone: 949-234-9543  
Fax: 237  
Email: jgforney@capousd.org

## **EXHIBIT A - STANDARD TERMS AND CONDITIONS**

1. **Scope of Services; Independent FIS.** FIS's services purchased by Customer and described in the Agreement (the "Services") detail the initial scope of services anticipated by FIS as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee (as defined below) is based on this Initial Scope of Services. If FIS determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, FIS reserves the right to increase the Fee to compensate for the unanticipated or additional services. This Agreement is not for lobbying services and FIS is not being retained to provide lobbying services to District. The parties agree that Facilities Inspection Services is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Payment.** For purposes of the Agreement, the Fee and any other applicable fee pursuant to the Agreement shall be collectively referred to herein as the "Fee" or "Fees." District acknowledges that the Fees are based on the Initial Scope of Services anticipated by FIS as of the date of this Agreement. The Fees shall be billed to District and District shall pay the entire amount within thirty (30) days after District receives FIS's invoice.
3. **Termination.** Either party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other party not later than thirty (30) days prior to expiration of the Agreement Period. The effective date of termination shall be the expiration of such Agreement Period. Upon termination, FIS will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of FIS's invoice. If District terminates this Agreement, it shall not be entitled to any reimbursement of the Fee. Except as set forth in this Section 3, neither party shall have any liability to the other for damages resulting solely from a party's termination of this Agreement in accordance with this Section 3.
4. **Notice.** All Agreement notices must be in writing, directed to the party's address set forth below such party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A party may change the address stated in the Agreement by giving notice to the other party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by FIS for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that FIS's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that FIS's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. FIS has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assistances.** Upon request of the other party, FIS or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** FIS may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. FIS performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. FIS, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code Sections 49073 et seq. at all times.
9. **Confidential and Proprietary Materials of FIS.** During performance of the Agreement, FIS may provide materials or disclose information to District that FIS considers proprietary or confidential including, but not limited to FIS's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("FIS's Materials"). District agrees that District acquires no interest of any kind in FIS's Materials. At all times during and after the Agreement Period, District agrees (a) to keep FIS's Materials in confidence and trust for FIS; (b) not to disclose, duplicate or otherwise use FIS's Materials, except in furtherance of FIS's performance per the Agreement; (c) to limit access to FIS's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of FIS's Materials to FIS after a request is made.
10. **Limitation of Liability; Indemnification.** In no event shall FIS's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by FIS under this Agreement. FIS shall not be liable for any consequential damages. District shall defend, indemnify and hold harmless FIS and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute or otherwise, arising out of or in connection with or relating to FIS's performance of the Services, ~~unless it is finally determined to have arisen solely from FIS's gross negligence or willful misconduct.~~ *claimed* FIS shall defend, indemnify and hold harmless District, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute, or otherwise, arising out of or in connection with or relating to FIS's performance of the Services if it is ~~finally determined to have arisen solely from FIS's gross negligence or willful misconduct.~~ *claimed*
11. **Governing Law; Enforcement Costs.** *02-11-2017* The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a party's rights or obligations under this Agreement, then the prevailing party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et. seq. *02-11-2017* BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT. All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of ~~Sacramento~~ *Orange*, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. FIS shall have the full power and authority to interpret, construe and administer the Agreement and FIS's determination shall be binding and conclusive on the parties for all purposes. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
14. **Waiver.** Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.
15. **Force Majeure.** A party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement





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

**FIELD SERVICES AGREEMENT**

THIS CONTRACT is made and entered into this 19th day of November 2015, by and between The Land Solution, LLC, 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 \$ 39,142.87 the following:  
Outdoor track long jump/pole vault replacement at Aliso Niguel High School, repair and painting.
- As described in the attached Exhibit A.
2. The term of the Contract shall begin on October 6, 2015 and end upon completion of work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Construction or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

## 7. This Contract includes all Contract Documents as indicated below:

- ☒ W-9 Request for Taxpayer Identification Number and Certification  
☒ Quote/Proposal, dated \_\_\_\_\_  
☒ Plans and Specifications/Scope of Work  
☒ Worker's Compensation Certificate  
☒ Purchase Order Number \_\_\_\_\_  
☒ Liability Insurance Certificate  
☐ Guarantee  
☒ Certification by Contractor of Criminal Records Check  
☐ Contractor's Certificate Regarding Non-Asbestos Containing Materials  
☐ Payment Bond \$ \_\_\_\_\_  
☐ Faithful Performance Bond \$ \_\_\_\_\_  
☐ California State Contractor's License Number \_\_\_\_\_  
☒ Drug-Free Workplace Certification  
☒ Tobacco Use Policy  
☒ DIR Registrations No. \_\_\_\_\_  
☐ \_\_\_\_\_  
☐ 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:

November 18, 2015

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

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

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(Corporate Seal, if Incorporated)

 Field Service Agreement  
 Capistrano Unified School District

PR 430456

**COVER SHEET****PROPOSAL FROM THE LAND SOLUTION LLC**

CA LICENSE # 1001904

**CORPORATE OFFICE****Main Office & Gallery**

1522 Brookhollow Dr. Suite 3

Santa Ana, CA 92705

Phone: (714) 659-6475

Fax: (714) 586-5526

Email: SalesAdmin.TLS@TheLandSolutionLLC.com

**REGIONAL ADVISORS****South Orange County**

☐ Andrea Ivey

Ph: (619) 730-9073

**Central Coast/Kern County**

☐ Richard Contreras

Ph: (951) 239-6645

**Inland Empire**

☐ Andre Gervais

Ph: (714) 235-0462

**Los Angeles**

☐ Veronica Vargas

Ph: (562) 400-4067

**College, Municipal, Property Mgt.**

☐ Candice Yarbrough

Ph: (949) 510-4647

Date: 10/6/2015To: Capistrano Unified School DistrictAttn: Alex Malfavon

Phone: \_\_\_\_\_

Pages: 5Project Name: Aliso Niguel High SchoolOutdoor Track Repair/ReplacementProposal Number L15061 Rev 1**COMMENTS**

Alex Malfavon

Thank you for your continued interest in The Land Solution and for allowing me the opportunity to discuss our products and services.

Attached is the proposal per your request.

Please do not hesitate to call me if you have any questions. I look forward to being of assistance to you.

Sincerely,



Andrea Ivey

Regional Director

Cell: (619) 730-9073

E-mail: SalesAdmin.TLS@TheLandSolutionLLC.com

Tel: (714) 659-6475 / Fax: (714) 586-5526

Webster: www.thelandsolutionllc.com

1522 Brookhollow Dr. Suite 3

Santa Ana, CA 92705

## PROPOSAL

Corporate Mailing Address:  
1522 Brookholiow Dr. Suite 3  
Santa Ana, CA 92705  
PH (714)659-6475 FAX (714)586-5526



**This is a legal agreement – please read carefully. Complete and initial all pages.**

Proposal: L15061 Rev 1

Date: 10/6/2015

To: Capistrano Unified

Terms: Net 30

33122 Valle Road San Juan Capistrano, CA 92675

PO#:

c/o: Alex Malfavon

RA: Andrea Ivey

RA Phone: 619-730-9073

SIN#/ MANF#

Site: Aliso Niguel High School

Address: 28000 Wolverine Way

Aliso Viejo, CA 92656

Order: selection

**Notes:** Final sales tax rate will be based upon the shipping address, not the purchaser's address. Price is good for 6 months from date of quote due to rising petroleum costs. Material overages must be shown on the purchase order. 6-8 weeks upon receipt of approved PO

## SCOPE OF WORK

### Line Item Proposal

#### Outdoor Track Long Jump/Pole Vault Replacement

1 ea \$10,714.29 \$10,714.29

The long jump and pole vault runways to be replaced. There are tears and most of the runway have delaminated from the concrete.

#### Outdoor Track Repair

1 ea \$18,142.86 \$18,142.86

On the home side of stadium of the 50 yd line, lanes one and two for 80 ft has delaminated and needs to be replaced. If you push with your foot you will see how loose it is. If this is not addressed it will keep getting worse. This area will have to be completely cut out and replaced.

#### Outdoor Track Painting

1 ea \$9,285.72 \$9,285.72

Once these repairs are done it would look and blend a little better if the whole track is then repainted.

Mobilization Fee

1 ea \$1,000.00 \$1,000.00

Site Qualifications and General Scope of Work

DIR # 1000017376

Total: \$39,142.87

Proposal pricing will stand until the end of 2015.

Proposal pricing based on the recommendations given from our track expert.

No site access hindrances.

Client to provide on site water, storage, portables, electricity, security, and 24/7 access.

### NOTES:

Estimated from: Field measure by

All work to be done during normal business hours Monday -Friday

Exclusions (unless specifically included in the above scope of work):

Protection of Floors Attic Stock Night/Weekend Labor

Dumpster Bonding Cost

### Payment Terms

(1) Upon execution of the Agreement (Deposit)

(2) Upon delivery of Material

(3) Upon completion of Assembly/ furnishing

(4) Other (specify):

# PROPOSAL

Corporate Mailing Address:  
1522 Brookhollow Dr. Suite 3  
Santa Ana, CA 92705  
PH (714)659-6475 FAX (714)586-5526



## GENERAL TERMS AND CONDITIONS AND WARRANTY

1) **Proposal:** The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, The Land Solution LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, The Land Solution LLC reserves the right to implement this surcharge when applicable.

2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by The Land Solution LLC, (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the Company, as detailed in the "Pricing" and "General Scope of Work" sections of this agreement, above.

3) **Standard Exclusions:** Unless specifically included this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any material or floor adhesive removal. We and our installers consider it the owner's responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) **Payment:** Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to The Land Solution LLC 1522 Brookhollow Dr. Suite 3 Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) **Site Plan Approval, Permits, Permit Fees, Plans, Engineering Drawings and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.

8) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Purchase Order" is approximately 2 to 8 weeks or as otherwise noted.



## PROPOSAL

Corporate Mailing Address:  
1522 Brookhollow Dr. Suite 3  
Santa Ana, CA 92705  
PH (714)659-6475 FAX (714)586-5526  
CA License # 1001904



**9) Returned Product, Deposits and/or Cancelled Order:** From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are nonrefundable.

**10) Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and / or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and /or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

**11) Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change order be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

**12) Warranty; Limitations of Liability:**

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify Company in writing detailing any defects in Service for which a warranty claim is being made.

**COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICES UNDER THIS AGREEMENT (OR THE RELEVANT PURCHASE ORDER).**

The warranties for the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of the work.

**13) Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to the furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 13.

**14) Delegation; Subcontractors:** The Vendor and its right to subcontract the work shall not be construed to imply that the Vendor is delegating its obligations under this agreement with the subcontractor.

# PROPOSAL



15) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any acts of God, strikes, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

17) **Entire Agreement: No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) **No Third-Party Beneficiaries:** This Agreement creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of California.

20) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

Accepted by:

The Land Solution LLC

Signature:		Signature:	<i>Andrea Ivey</i>
By: (Print)		By: (Print)	Andrea Ivey
Title:		Title:	Regional Advisor
Date:		Date:	10/6/2015





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

**FIELD SERVICES AGREEMENT**

THIS CONTRACT is made and entered into this 19th day of November 2015, by and between Digital Networks Group, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

The CONTRACTOR and the DISTRICT do hereby contract and agree as follows:

1. The Contractor shall furnish the District for an amount estimated to be \$ 72,229.66 the following:  
Audio Visual Equipment and installation at Marco Forster Middle School
- As described in the attached Exhibit A.
2. The term of the Contract shall begin on October 15, 2015 and end upon completion of work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Construction or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

7. This Contract includes all Contract Documents as indicated below:

- ☒ W-9 Request for Taxpayer Identification Number and Certification  
☒ Quote/Proposal, dated \_\_\_\_\_  
☒ Plans and Specifications/Scope of Work  
☒ Worker's Compensation Certificate  
☒ Purchase Order Number \_\_\_\_\_  
☒ Liability Insurance Certificate  
☐ Guarantee  
☒ Certification by Contractor of Criminal Records Check  
☐ Contractor's Certificate Regarding Non-Asbestos Containing Materials  
☐ Payment Bond \$ \_\_\_\_\_  
☐ Faithful Performance Bond \$ \_\_\_\_\_  
☐ California State Contractor's License Number \_\_\_\_\_  
☒ Drug-Free Workplace Certification  
☒ Tobacco Use Policy  
☒ DIR Registrations No. \_\_\_\_\_  
☐  
☐ 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:

November 18, 2015

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

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

(Corporate Seal, if Incorporated)

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Field Service Agreement  
Capistrano Unified School District



Quote

6/12/2015

Project Number: AB# 19071

Marco Forster Campus

Teresa Hadler, Account Manager

THadler@digitalnetworksgroup.com

Ship To:

Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, CA 92675

Tel: 949-234-5360

Mfr-Part No.	Qty	Description	Unit Price	Extended
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## CONFERENCE ROOM

Digital Networks Group will provide the following scope of work (SOW):

- \* Provide and install with tilt wall mount a 55" diagonal LED flat Panel.
- \* Provide 120v recep behind TV from power within the room. NOTE: THIS PROPOSAL DOES NOT INCLUDE A NEW CIRCUIT BACK TO THE PANEL.
- \* Provide a HDMI/ VGA input plate within 35 linear feet of the display.
- \* Provide 12 foot HDMI and VGA patch cables for the input plates.
- \* Provide surface raceway as needed.
- \* 1 Year Preventative Maintenance/Service Contract.

\*\*Please reference CMAS Contract 4-14-53-0074A on PO

LG 55LY340C	1	55" FLAT PANEL	908.92	908.92
Chief-LTMU	1	LARGE, HEIGHT ADJUSTABLE, TILT MOUNT	242.66	242.66
DNG6000	1	12AWG, RECEPT AND MISC ELECTRICAL	135.71	135.71
Extron-26-663-12	1	12 (3.6 m) High Speed	64.29	64.29
Extron-26-566-03	1	VGA Micro HR with Audio Cable: 15-pin HD Male to	34.50	34.50
Extron-60-1371-21	1	One-Gang Wallplate with Computer Video, HDMI, and	57.14	57.14
Extron-26-650-35	1	HDMI Standard Speed Cable: HDMI Male to Male - 35	155.25	155.25
Extron-26-490-08	1	VGA with Audio Cable: 15-pin HD Male to Male	125.71	125.71
DNG4000	1	MISC CABLE TIES, SUPPORT AND RACEWAY	192.86	192.86
Equipment Sub-Total				1,917.04
Installation Sub-Total				1,630.45
				3,547.49



# LOBBY

Digital Networks Group will provide the following scope of work (SOW) for the Lobby Area:

- \* Provide and install with fixed wall mount a 65" diagonal LED flat Panel.
- \* Provide 120v recep behind TV from power within the room. NOTE: THIS PROPOSAL DOES NOT INCLUDE A NEW CIRCUIT BACK TO THE PANEL.
- \* Provide a VGA input plate within 35 linear feet of the display.
- \* Provide 12 foot VGA patch cable for inputs plates.
- \* Provide surface raceway as needed.
- \* 1 Year Preventative Maintenance/Service Contract.

\*\*Please reference CMAS contract #4-14-58-0074A on PO

LG 65LY340C	1	65" LED DISPLAY	1,528.37	1,528.37
Chief-LSMU	1	280GE, FIXED, HEIGHT ADJ., STATIC MOUNT	172.63	172.63
DNG6000	1	12AWG, RECEPT AND MISC ELECTRICAL	135.71	135.71
Extron-70-766-23	1	VGA and Stereo Audio Pass-Through Wallplate -	71.43	71.43
Extron-26-566-03	1	VGA Micro HR with Audio Cable: 15-pin HD Male to	34.50	34.50
Extron-26-490-08	1	VGA with Audio Cable: 15-pin HD Male to Male	125.71	125.71
DNG4000	1	MISC CABLE TIES, SUPPORT AND RACEWAY	207.14	207.14
Equipment Sub-Total				2,275.49
Installation Sub Total				1,380.90
				3,656.39

## TYPE 1: (7 Rooms)

Digital Networks Group will provide the following scope of work (SOW):

- \* Provide and install t-bar ceiling mount for owner furnished (OFE) Epson projector.
- \* Provide 120v recep at projector location in T-bar. NOTE: THIS PROPOSAL DOES NOT INCLUDE A NEW CIRCUIT BACK TO THE PANEL.
- \* Provide a HDMI/ VGA input plate within 35 linear feet of the Projector.
- \* Provide 12 foot HDMI and VGA inputs for the display.
- \* Provide and install a manual 109" diagonal pull down screen.
- \* Provide surface raceway as needed.
- \* 2nd shift labor for after school working hours.

\*\*Please reference CMAS Contract 3-14-58-0215E & 4-14-58-0074A on PO

Chief-CMA440	7	CEILING PLATE, 8 X 24	105.04	735.28
Chief-RPAUW	7	UNIVERSAL RPA WHITE	124.36	870.66
Chief-CMS009W	7	FIXED PIPE 9 WHITE	20.45	143.15
DNG6000	7	12AWG, RECEPT AND MISC ELECTRICAL	135.71	949.97
Extron-26-663-12	7	12 (3.6 m) High Speed	64.29	450.03
Extron-26-566-03	7	VGA Micro HR with Audio Cable: 15-pin HD Male to	34.50	241.50
Extron-60-1371-21	7	One-Gang Wallplate with Computer Video, HDMI, and	57.14	399.98
Extron-26-650-35	7	HDMI Standard Speed Cable: HDMI Male to Male - 35	192.86	1,350.02
Extron-26-490-08	7	VGA with Audio Cable: 15-pin HD Male to Male	125.71	879.97
DNG4000	7	MISC CABLE TIES AND SUPPORT	192.86	1,350.02
Draper, I-207167	7	Luma, 109, 16:10, Matt White XT1000E	125.36	877.52
Draper, I-227212	7	6 in Wall Brackets (Star/Baronet-White), White	9.90	69.30
DNG4000	7	Miscellaneous materials	300.00	2,100.00
Equipment Sub-Total				10,417.40
Installation Sub Total				7,263.69
				17,681.09



TYPE 2:

Digital Networks Group will provide the following scope of work (SOW):

- \* Replace existing ceiling mounted projector with owner furnished replacement.
- \* Provide a HDMI/ VGA input plate within 35 linear feet of the Projector.
- \* Provide 12 foot HDMI and VGA inputs for the display.
- \* Provide surface raceway as needed.

\*\*Please reference CMAS Contract 4-14-58-0074A on PO

Extron-26-663-12	1	12 (3.6 m) High Speed	64.29	64.29
Extron-26-566-03	1	VGA Micro HR with Audio Cable: 15-pin HD Male to	35.54	35.54
Extron-60-1371-21	1	One-Gang Wallplate with Computer Video, HDMI, and	57.14	57.14
Extron-26-650-35	1	HDMI Standard Speed Cable: HDMI Male to Male - 35	192.86	192.86
Extron-26-490-08	1	VGA with Audio Cable: 15-pin HD Male to Male	125.71	125.71
DNG4000	1	MISC CABLE TIES AND SUPPORT	192.86	192.86
DNG4000	1	MISC MATERIALS	200.00	200.00
Equipment Sub-Total:				866.40
Installation Sub Total				456.53
				1,324.93

TYPE 3: (7 Rooms)

Digital Networks Group will provide the following scope of work (SOW):

- \* Provide and install new Epson 585w projector.
- \* Provide 120v recep at projector location. NOTE: THIS PROPOSAL DOES NOT INCLUDE A NEW CIRCUIT BACK TO THE PANEL.
- \* Provide a HDMI/ VGA input plate within 35 linear feet of the Projector.
- \* Provide 12 foot HDMI and VGA inputs for the display.
- \* Provide surface raceway as needed.

NOTE: PROJECTION IMAGE WILL BE SHOWN ON EXISTING WHITE BOARD

\*\*Please reference CMAS Contract 4-14-58-0074A on PO

EPSON 585W	7	ULTRA SHORT THROW PROJECTOR	1,198.82	8,391.74
DNG6000	7	12AWG. RECEPT AND MISC ELECTRICAL	135.71	949.97
Extron-26-663-12	7	12 (3.6 m) High Speed	64.29	450.03
Extron-26-566-03	7	VGA Micro HR with Audio Cable: 15-pin HD Male to	35.54	248.78
Extron-60-1371-21	7	One-Gang Wallplate with Computer Video, HDMI, and	57.14	399.98
Extron-26-650-35	7	HDMI Standard Speed Cable: HDMI Male to Male - 35	192.86	1,350.02
Extron-26-490-08	7	VGA with Audio Cable: 15-pin HD Male to Male	125.71	879.97
DNG4000	7	MISC CABLE TIES AND SUPPORT	192.86	1,350.02
Equipment Sub-Total:				14,020.51
Installation Sub Total				10,650.29
				24,670.80

TYPE 4: (2 Rooms)

Digital Networks Group will provide the following scope of work (SOW):

- \* Provide and install new Epson 585w projector.
- \* Provide 120v recep at projector location. NOTE: THIS PROPOSAL DOES NOT INCLUDE A NEW CIRCUIT BACK TO THE PANEL.
- \* Provide and install 4' x 8' dry white board for projection image.
- \* Provide a HDMI/ VGA input plate within 35 linear feet of the Projector.
- \* Provide 12 foot HDMI and VGA inputs for the display.
- \* Provide surface raceway as needed.

NOTE: PROJECTION IMAGE WILL BE SHOWN ON EXISTING WHITE BOARD

\*\*Please reference CMAS Contract #4-14-58-0074A on PO

EPSON 585W	2	ULTRA SHORT THROW PROJECTOR	1,199.00	2,398.00
MOORECO 2G2KH-25	2	4' X 8' WHITEBOARD	514.71	1,029.42

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Digital Networks Group, Inc. Project: 19071

100 Columbia Suite 100 • Aliso Viejo, CA 92656 • Phone (949) 428-6333 • Fax (949) 428-6334  
www.digitalnetworksgroup.com  
California Contractors License # 822511

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DNG6000	2	12AWG, RECEP AND MISC ELECTRICAL	135.71	271.42
Extron-26-663-12	2	12 (3.6 m) High Speed	64.29	128.58
Extron-26-566-03	2	VGA Micro HR with Audio Cable: 15-pin HD Male to	34.50	69.00
Extron-60-1371-21	2	One-Gang Wallplate with Computer Video, HDMI, and	57.14	114.28
Extron-26-650-35	2	HDMI Standard Speed Cable: HDMI Male to Male - 35	192.86	385.72
Extron-26-490-08	2	VGA with Audio Cable: 15-pin HD Male to Male	125.71	251.42
DNG4000	2	MISC CABLE TIES AND SUPPORT	192.86	385.72
Equipment Sub-Total				5,033.56
Installation Sub Total				3,023.82
				8,057.38

#### TYPE 5:

Digital Networks Group will provide the following scope of work (SOW):

- \* Provide and install Ceiling mount for projector.
- \* Provide and install Epson 935w projector at ceiling location.
- \* Provide 120v recep at projector location in T-bar. NOTE: THIS PROPOSAL DOES NOT INCLUDE A NEW CIRCUIT BACK TO THE PANEL.
- \* Provide a HDMI/ VGA input plate within 35 linear feet of the Projector.
- \* Provide 12 foot HDMI and VGA inputs for the display.
- \* Provide and install a manual 109" diagonal pull down screen.
- \* Provide surface raceway as needed.

\*\*Please reference CMAS Contract 3-14-58-0215E on PO

EPSON 935W	1	3700 LUMEN WXGA PROJECTOR	1,057.65	1,057.65
Chief-CMA110	1	CMA-110 FLAT CEILING PLATE	53.74	53.74
Chief-RPAUW	1	UNIVERSAL RPA WHITE	124.38	124.38
Chief-CMS009W	1	FIXED PIPE 9 WHITE	20.45	20.45
DNG6000	1	12AWG, RECEP AND MISC ELECTRICAL	171.43	171.43
Extron-26-663-12	1	12 (3.6 m) High Speed	64.29	64.29
Extron-26-566-03	1	VGA Micro HR with Audio Cable: 15-pin HD Male to	34.50	34.50
Extron-60-1371-21	1	One-Gang Wallplate with Computer Video, HDMI, and	57.14	57.14
Extron-26-650-35	1	HDMI Standard Speed Cable: HDMI Male to Male - 35	192.86	192.86
Extron-26-490-08	1	VGA with Audio Cable: 15-pin HD Male to Male	125.71	125.71
DNG4000	1	MISC CABLE TIES, SUPPORT AND SURFACE RACEWAY	250.00	250.00
Draper, I-207167	1	Luma, 109, 16:10, Matt White XT1000E	134.12	134.12
Draper, I-227212	1	6 in Wall Brackets (Star/Baronet-White), White	10.59	10.59
Equipment Sub-Total				2,296.86
Installation				1,841.15
				4,138.01

#### TYPE 6:

Digital Networks Group will provide the following scope of work (SOW):

- \* Provide and install new Epson 585w projector.
- \* Provide 120v recep at projector location. NOTE: THIS PROPOSAL DOES NOT INCLUDE A NEW CIRCUIT BACK TO THE PANEL.
- \* Provide and install 5' x 8' dry white board for projection image.
- \* Provide a HDMI/ VGA input plate within 35 linear feet of the Projector.
- \* Provide 12 foot HDMI and VGA inputs for the display.
- \* Provide and install small form factor amplifier and (2) wall mount speakers. Utilize variable audio out of the projector.
- \* Provide surface raceway as needed and remove existing chalk board and acoustical panels as needed.

\*\*Please reference CMAS Contract #4-14-58-0074A on PO

EPSON 585W	1	ULTRA SHORT THROW PROJECTOR	1,199.00	1,199.00
MOORECO 2G2KJ-25	1	5' X 8' WHITEBOARD	720.00	720.00
DNG6000	1	12AWG, RECEP AND MISC ELECTRICAL	171.43	171.43
Extron-26-663-12	1	12 (3.6 m) High Speed	64.29	64.29
Extron-26-566-03	1	VGA Micro HR with Audio Cable: 15-pin HD Male to	34.50	34.50
Extron-60-1371-21	1	One-Gang Wallplate with Computer Video, HDMI, and	57.14	57.14
Extron-26-650-35	1	HDMI Standard Speed Cable: HDMI Male to Male - 35	155.25	155.25

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 California Contractors License # 822511

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Extron-26-490-08	1	VGA with Audio Cable: 15-pin HD Male to Male	125.71	125.71
DNG4000	1	MISC CABLE TIES, SUPPORT AND SURFACE RACEWAY	250.00	250.00
EXTRON WMK-150	1	WALL MOUNT ENCLOSURE	214.29	214.29
Extron-42-133-03	1	SpeedMount Compact Full-Range Surface Mount	200.00	200.00
Extron-60-844-03	1	Stereo Amplifier - 15 Watts Per Channel	264.29	264.29
Extron-22-153-03	150	18 AWG Speaker Cable - Plenum - 1,000 (305 m)	261.36	39.20
Equipment Sub-Total				3,495.10
Installation Sub Total				2,432.52
				5,927.62

## Pricing Summary

This Quote is Valid for 30 Days.

Legend: M=1000Ft

This Lump Sum contract price includes all material, equipment, applicable tax and installation.

Shipping & Handling:

CA Local Tax \$3,225.95

**Lump Sum Project Total: \$72,229.66**

## Terms

Net 30

## Design Criteria / Assumptions:

### 1. Conduits/Electrical Work:

- \* All conduit is usable and free of obstructions
- \* Conduit, backboxes and sleeves provided by others
- \* 110 VAC outlets and circuits not included
- \* Core drilling not included, unless otherwise noted
- \* Power Supplies, surge suppressors, UPS not included
- \* Site shall be accessible during scheduled work hours

### 2. Pricing:

- \* All Pricing is confidential

### 3. Quality Assurance:

- \* All cabling complies with EIA-TIA 568/569B Standards
- \* All work shall comply with applicable Building Codes
- \* Changes to contract must be approved in writing

## System Maintenance Offerings:

Ask about DNG's other comprehensive **Preventative Maintenance and Support Services** programs intended to supplement manufacturer's limited equipment warranties, provide ongoing technical support, prioritized emergency site response repairs, and periodic system training sessions. All of these recurring preventative maintenance features will help protect your AV system and financial investment. Please take advantage of these programs and contact your Account Manager or DNG's Service Group for coverage options.

**Basic Maintenance Package:** Preventative Maintenance Visit, System Status Reports, Help Desk Support, Emergency Response Priority, User Refresh Training, Extended Equipment Warranty, Labor, Free Shipping and Supplies Discounts.

## Notice to Proceed

This document may serve as a Notice to Proceed to Digital Networks Group (DNG) in advance of a customary Purchase Order or Contract. Alternatively, this document may serve as a formal Purchase Order to DNG only in the event the Customer does not or cannot generate a formal Purchase Order or Contract to DNG. In either event, this agreement creates a binding contract between Digital Networks Group and the Customer. By signing this document the Customer is approving DNG to procure materials and to provide the installation services as specified without reservation, and the customer agrees to pay the Total Project Cost within the terms stated above. DNG is acting in good faith that the individual signing this document on behalf of the Customer is duly authorized to enter into this binding agreement.

**Cancellation:** If for any reason the customer provides a written Notice of Cancellation to terminate a portion of this project or the entire project, the customer agrees to pay DNG for pro-rated services rendered and products purchased and received which may not be returned to the factory, or in the event product may be returned, the customer agrees to pay DNG applicable vendor restocking charges up to the date of cancellation.

Account Manager: \_\_\_\_\_ Date: \_\_\_\_\_

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







## PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of November 19, 2015 and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**District**") and the consultant listed below ("**Consultant**"). District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

### HERMAN & ASSOCIATES

WHEREAS, District is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice, specifically comprehensive psycho-educational assessment services, as further described in Exhibit A, and

WHEREAS, Consultant is specially trained, experienced, licensed, and competent to perform the special services required by the District, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit A, and incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated 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 Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$4,000 in aggregate under term of this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for the period commencing November 1, 2015, and ending June 30, 2016 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

☒ [ X ] General Conditions      ☒ [ X ] Scope of Practice      ☒ [ X ] Required Documents and Certifications      ☒ [ 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: November 18, 2015

#### **CONSULTANT**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_



# EXHIBIT A

## FEE SCHEDULE

Herman & Associates  
1137 Huntington Drive, Suite A-2  
South Pasadena, CA 91030  
Phone: (323) 344-0123  
Fax: (323) 344-0132  
ken@docherman.com

### Comprehensive Psycho-educational Assessment

#### Interviews

Description	Included
Diagnostic Interview (60-90 minute Initial Parent Conference)	X
Review of Records, Written Report	X
Teleconference for the IEP meeting (1 hour max)	X

#### Autism/Attention Module

Description	Included
Classroom Observation and teacher Interview	X
BRIEF-Parent	X
BRIEF-Teacher	X
Autism Diagnostic Observation Scale - 2 (AQ/O/S2) - Module B	X
Test of Variables of Attention-visual	X
Test of Variables of Attention-auditory	X

#### Cognitive Module

Description	Price
Primary Intelligence test (e.g., WISC-IV/V, KABC-II, WI-IIII)	X

#### Academic Module

Description	Price
Beery Developmental Test of Visual-Motor Integration, 5 <sup>th</sup> Edition	X

#### Social-Emotional Module

Description	Price
Individual out-patient psychotherapy (clinical interview)	X
Draw-A-Person	X
Sentence Completion	X
Kinetic Family Drawing Test	X
House Tree Person Test	X

Total Estimate for Child Evaluation

\$4,000.00

Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed or Printed Name \_\_\_\_\_



## CAPISTRANO UNIFIED SCHOOL DISTRICT

### SPECIAL CONDITIONS

#### Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **Herman & Associates**, 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>
Psycho-Education	Licensed Educational or Clinical Psychologist	4,000

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Date

**Received by:**

\_\_\_\_\_  
District Representative

\_\_\_\_\_  
Date



## PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of November 19, 2015 and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**District**") and the consultant listed below ("**Consultant**"). District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

### ROBYN JOY MOSES

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 psychological consultations, psycho-educational and mental health assessment services, as further described in Exhibit A, and

WHEREAS, Consultant is specially trained, experienced, licensed, and competent to perform the special services required by the District, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit A, and incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated 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 Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$30,000 in aggregate under term of this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for the period commencing November 1, 2015, and ending June 30, 2016 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

#### DISTRICT

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

Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: November 18, 2015

#### CONSULTANT

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

# EXHIBIT A

## FEE SCHEDULE

Robyn Moses LEP, LPCC  
13681 Newport Avenue, Suite 8279  
Tustin, California 92780  
[rmosespsych@gmail.com](mailto:rmosespsych@gmail.com)  
(714) 417-9532  
Fax (714) 417-9561

Psychological Consultation: may include, but not be limited to, reviewing student records; interviewing stakeholders or other significant persons; student observation; observation of educational setting(s); collaborative discussion with stakeholders or other significant persons; collaborative discussion with school district or other agency personnel; and written summary report of findings, conclusions, and recommendations.

\$150 per hour

Psychological Assessment: may include, but not be limited to, reviewing student records; interviewing stakeholders or other significant persons; student observation; observation of educational or other relevant setting(s); test administration, scoring and interpretation; written report; and participation at one IEP or other meeting to review results. Test protocols and materials are provided by school district.\*

Psycho-educational Assessment (only):	\$1500.00
Mental Health Assessment (only):	\$1500.00
Psycho-educational and Mental Health Assessment:	\$2000.00

Reimbursement for travel expenses associated with out-of-state travel, including but not limited to mileage, airfare, hotel, rental car, and food per diem.

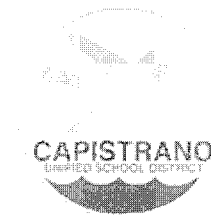
Expert Witness: may include, but not be limited to, consultation to client or client's legal representative in preparation for due process hearing and testimony at OAH or similar matter

\$700 per day, minimum 1/2 day

Fees do not include additional cost for travel outside Orange County, CA, which shall be provided at actual cost(s) for air and/or ground transportation, lodging, meal expenses, and parking fees.

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Signature



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

**FIELD SERVICES AGREEMENT**

THIS CONTRACT is made and entered into this 19th day of November 2015, by and between NMG Geotechnical, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

The CONTRACTOR and the DISTRICT do hereby contract and agree as follows:

1. The Contractor shall furnish the District for an amount estimated to be \$ 24,930.00 the following:  
Geotechnical Service- Investigation Grading Plan Review and Foundation Recommendation  
for Two-Story Classroom Addition at San Clemente High School
- As described in the attached Exhibit A.
2. The term of the Contract shall begin on November 11, 2015 and end Upon Completion of Work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Construction or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

## 7. This Contract includes all Contract Documents as indicated below:

- ☒ W-9 Request for Taxpayer Identification Number and Certification  
☒ Quote/Proposal, dated \_\_\_\_\_  
☒ Plans and Specifications/Scope of Work  
☒ Worker's Compensation Certificate  
☒ Purchase Order Number \_\_\_\_\_  
☒ Liability Insurance Certificate  
☐ Guarantee  
☒ Certification by Contractor of Criminal Records Check  
☐ Contractor's Certificate Regarding Non-Asbestos Containing Materials  
☐ Payment Bond \$ \_\_\_\_\_  
☐ Faithful Performance Bond \$ \_\_\_\_\_  
☐ California State Contractor's License Number \_\_\_\_\_  
☒ Drug-Free Workplace Certification  
☒ Tobacco Use Policy  
☒ DIR Registrations No. \_\_\_\_\_  
☐ \_\_\_\_\_  
☐ 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:  
 November 18, 2015

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

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

(Corporate Seal, if Incorporated)

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 Field Service Agreement  
 Capistrano Unified School District





## 2015 PROFESSIONAL FEE SCHEDULE

### HOURLY RATES BY STAFF CATEGORY

Principal and Associate Engineer/Geologist .....	\$140
Project Engineer/Geologist .....	\$116
Senior Staff Engineer/Geologist .....	\$ 98
Supervisory Technician .....	\$ 98
Staff Engineer/Geologist .....	\$ 89
Senior Project Technician .....	\$ 89
Project Technician .....	\$ 82
Staff Technician .....	\$ 73
CAD Drafter/Technical Illustrator .....	\$ 73
Word Processor .....	\$ 65
Technical Assistant .....	\$ 53

### LABORATORY TESTING

Moisture Content.....	\$ 15	Consolidation.....	\$190
Moisture Content & Density .....	\$ 25	- For time-rate, add \$35/increment	
Atterberg Limits.....	\$140	- For remolded, add \$50/specimen	
Particle-Size Sieve Analysis.....	\$ 88	- For reload, add \$100/cycle	
Finer than No. 200 Sieve .....	\$ 58	Hydroconsolidation/Collapse .....	\$120
Hydrometer Analysis.....	\$ 93	Undisturbed Direct Shear .....	\$180
Maximum Dry Density.....	\$200	Undisturbed Direct Shear – Slow .....	\$275
Maximum Dry Density with Oversize Particle .....	\$235	Remolded Direct Shear .....	\$225
Caltrans 216 Maximum Density .....	\$185	Remolded Direct Shear – Slow .....	\$350
Sand Equivalent.....	\$ 78	Residual Direct Shear .....	\$550
Soluble Sulfate Content .....	\$ 58	R-Value .....	\$230
Expansion Index .....	\$150	Asphalt Maximum Density.....	\$230
Concrete, Mortar or Grout Compression (per cylinder/cube/prism) .....	\$ 25	Gunite/Shotcrete Panel Coring & Testing .....	\$100
CMU Grouted Prisms			
- Compression Test ≤8" x 8" x 16" .....	\$ 180		
- Compression Test >8" x 8" x 16" .....	\$ 250		

### NOTES

1. Prevailing Wage is invoiced at Supervisory Technician rate.
2. No additional charges for field vehicle usage, nuclear gauge, or overtime work (except for prevailing wage).
3. Heavy equipment (i.e. drill rig, backhoe, CPT) charges will be invoiced at cost.
4. Delivery and outside reproduction charges will be invoiced at cost.
5. Outside laboratory test charges will be invoiced at cost.



October 8, 2015

Project No. 15083-01

To: Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, California 92675

Attention: Mr. Ryan Carter

Subject: Proposal for Geotechnical Investigation, Grading Plan Review and Foundation Recommendations, Proposed Two-Story Modular Classrooms, San Clemente High School, City of San Clemente, California.

## INTRODUCTION

Per your request, NMG Geotechnical, Inc. (NMG) has prepared this proposal to perform a geotechnical investigation for the two-story modular classrooms proposed at the site. Our understanding and approach is based on our experience with numerous new school developments and school improvement projects throughout Orange and Los Angeles Counties; our understanding of the Division of the State Architect (DSA) and the California Geological Survey (CGS) requirements; and our professional experience and general understanding of the geotechnical conditions at the subject site.

Because NMG has not performed geotechnical studies within or immediately adjacent to San Clemente High School, we initialized our background review of published maps and reports and obtained a copy of the geotechnical report for the adjacent auxiliary gymnasium and school building. The subject site is located within a seismic hazard zone for liquefaction due to historic high groundwater levels and adjacent to a seismic hazard zone for earthquake-induced landslides. Our review of the existing report indicates liquefaction of the soils underlying the site is low risk due to the fine-grained nature of the surficial soil, the presence of shallow bedrock and the deeper groundwater levels.

NMG has provided assistance to CUSD over the last 20 years evaluating potential school sites from a geotechnical standpoint. We have also been involved with due-diligence, preliminary investigation, design grading and construction of nearly all other new CUSD schools over the last 20 years, including San Juan Hills High School and Vista del Mar in Talega and the two-story classrooms at Capistrano Valley High School and Dana Hills High School, and the two-story modular prototype at Newhart Middle School.

## **PROPOSED TWO STORY-MODULAR CLASSROOMS**

The proposed modular classrooms will be located between the recently constructed auxiliary gymnasium and the main campus in the central portion of the existing SCHS campus, within an paved access road and sports court. The new building will consist of a two-story modular structure with a lobby, restrooms, an electrical maintenance room and 24 new classrooms. The proposed building footprint is on the order of 16,000 square feet. We understand the offsite facility (on the adjacent slope) will be demolished and a parking area and turf field will be constructed..

The proposed classroom building is located in an area of predominately clayey terrace deposit overlying claystone and siltstone bedrock of the Capistrano Formation. Groundwater is relatively deep beneath the site (in excess of 50 feet below ground surface). The adjacent hillside to the south is part of a landslide. The subject site is located within a seismic hazard zone for liquefaction and adjacent to a seismic hazard zone for earthquake-induced landslides. Due to the underlying soil and groundwater conditions, we anticipate the potential for liquefaction and seismic settlement will be low. However, due to the underlying clayey soils, settlement due to structure loading will need to be evaluated. Also, a thorough background review, including evaluation of the City of San Clemente archives, will need to be performed to determine the prior grading/stabilization of the offsite landslide and the potential impact to the proposed improvements.

## **SCOPE OF SERVICES**

Our geotechnical subsurface exploration engineering evaluation and preparation of the design report (including findings, conclusions and recommendations for construction) will be performed in accordance with Note 48 of the CGS in the following phases:

- Background review, including historic aerial photograph review, a thorough search of the city of San Clemente archive files, compilation and review of published and unpublished geologic maps, grading plans, and reports, and a photo-documented site reconnaissance.
- Subsurface exploration will include staking of boring locations and meeting with representatives of Underground Service Alert (USA), and sampling and visual logging of 3 exploratory soil borings ranging from a minimum depth of 20 feet below existing ground surface (bgs) to a maximum depth of 55 feet bgs within the proposed classroom development.
- Laboratory testing by a Division of the State Architect (DSA) certified soil laboratory (Hushmand and Associates, Inc.) will consist of in-place moisture and density, consolidation, shear strength, expansion index, corrosivity analysis and report, Atterberg limits, grain size analysis (including hydrometer) and R-value.
- Compilation of the collected data, preparation of a geotechnical map and geologic cross-sections, preparation of the geotechnical boring logs, tabulation of laboratory testing, seismic and liquefaction analysis, settlement analysis, foundation design, pavement design and preparation of recommendations for construction.

- Preparation of one report to present our findings, conclusions and recommendations, along with review of the architectural plans to be submitted to the governing agency. This report will include a summary of the geologic conditions and seismic hazards relative to the site, and provide recommendations for grading, subgrade preparation, utility installation, temporary excavations, backfill and design of the foundations, and retaining structures.

Our scope of work does not include assessment of environmental issues (not our purview).

## **COST ESTIMATE**

NMG proposes to perform the work as described above on a time-and-materials basis in accordance with our attached 2015 Professional Fee Schedule and the Hushmand and Associates, Inc. (HAI) laboratory schedule of fees. A detailed cost breakdown is provided in Table 1 (attached) and our cost estimate for the scope of services is summarized in the table below:

<b>TASK</b>	<b>ESTIMATED COST</b>
Task 1 - Background Review	\$ 3,256
Task 2 - Subsurface Investigation	\$ 3,604
Task 3 - Laboratory Testing	\$ 5,915
Task 4 - Geotechnical Analysis and Plan Review	\$ 7,251
Task 5 - Geotechnical Design Report	\$ 3,504
Task 6 - Project Coordination and Meetings	\$ 1,400
<b>ESTIMATED TOTAL:</b>	<b>\$24,930</b>

*The above costs assume Prevailing Wage applies to the drilling operators and only one comprehensive plan will be reviewed for submittal.*

## **SCHEDULE**

NMG can proceed with the work described herein based on your verbal authorization. We anticipate the background, site reconnaissance and subsurface exploration will take one to three weeks to complete. The laboratory testing will take approximately three weeks and the analysis/report preparation will take three to four weeks upon completion of laboratory testing.

If you have any questions regarding this proposal, please contact our office. We appreciate the opportunity to provide our services.

Respectfully submitted,

NMG GEOTECHNICAL, INC.



Lynne Yost, CEG 2317  
Associate Geologist

LY/grd

Attachments: Table 1 – Breakdown of Estimated Costs  
Professional Fee Schedule  
HAI Laboratory Schedule of Fees

Distribution: (1) Addressee (via email)

**TABLE 1  
BREAKDOWN OF ESTIMATED COSTS**

15083-01  
October 8, 2015

<b>CUSD/San Clemente High School 2-Story Classroom Addition</b>				
<b>Geotechnical Investigation and Design Services</b>				
<i>Work Category</i>	<i>Staff Level</i>	<i>Hours/Qty</i>	<i>Unit/Rate</i>	<i>Cost</i>
<b>Geotechnical Design Investigation and Reports</b>				
1. Background Review and Site Reconnaissance				
Historic Aerial Photograph Review	Staff	6	\$89	\$ 534
Review of City of San Clemente Archives	Staff	8	\$89	\$ 712
Background Review of Published/Unpublished Data	Staff	10	\$89	\$ 890
	Principal/Associate	8	\$140	\$ 1,120
			<b>Subtotal:</b>	<b>\$ 3,256</b>
2. Subsurface Exploration				
Stake boring locations, meet with USA	Staff	4	\$89	\$ 356
	Principal/Associate	2	\$140	\$ 280
Hollow Stem Auger Borings	Mobilization	1	\$400	\$ 400
<i>(Assumes Prevailing Wage for Drilling Operators)</i>	Drill Rig	5	\$300	\$ 1,500
	Staff	12	\$89	\$ 1,068
			<b>Subtotal:</b>	<b>\$ 3,604</b>
3. Laboratory Testing				
<i>(Unit rates based on HAI Laboratory Schedule of Fees)</i>	Moisture/Density	25	\$32	\$ 800
	Consolidation	3	\$200	\$ 600
	Direct Shear	2	\$285	\$ 570
	Expansion Index	2	\$105	\$ 210
	R-Value	1	\$235	\$ 235
	Grain Size	5	\$50	\$ 250
	Atterberg Limits	5	\$103	\$ 515
	Hydrometer	5	\$125	\$ 625
	Soluble Sulfate	2	\$55	\$ 110
	Corrosion Tests and Report	1	\$2,000	\$ 2,000
			<b>Subtotal:</b>	<b>\$ 5,915</b>
4. Geotechnical Analysis and Plan Review				
Compilation of Data	Staff	10	\$89	\$ 890
Geologic Analysis, Boring Logs, Geologic Map	Staff	14	\$89	\$ 1,246
Laboratory Data	Senior Staff	10	\$98	\$ 980
Engineering Analysis (Settlement, Design Parameters, etc.)	Staff	15	\$89	\$ 1,335
Principal/Associate Review	Principal/Associate	20	\$140	\$ 2,800
			<b>Subtotal:</b>	<b>\$ 7,251</b>
5. Geotechnical Design Report				
	Staff	15	\$89	\$ 1,335
	Principal/Associate	13	\$140	\$ 1,820
	Technical Illustrator	3	\$73	\$ 219
	Word Processor	2	\$65	\$ 130
			<b>Subtotal:</b>	<b>\$ 3,504</b>
6. Project Coordination and Meetings				
	Principal/Associate	10	\$140	\$ 1,400
			<b>Subtotal:</b>	<b>\$ 1,400</b>
			<b>TOTAL:</b>	<b>\$ 24,930</b>

## LABORATORY SCHEDULE OF FEES

Item	Type of Test	Test Method	Unit Price
<b>I. INDEX PROPERTIES</b>			
1.1	Visual Classification	(ASTM D 2488)	\$8.00
1.2	Moisture Content	(ASTM D 2216)	\$10.00
1.3	Moisture Content & Density	(ASTM D 2937)	
	a) Shelby Tube Sample		\$32.00
	b) Other Samples		\$18.00
1.4	Particle-Size Analysis of Soils	(ASTM D422)	
	a) Sieve Only		\$75.00
	b) Sieve and Hydrometer		\$125.00
1.5	Percent Passing # 200 Sieve	(ASTM D 1140)	\$50.00
1.6	Atterberg Limits	(ASTM D 4318)	
	a) Multi Points		\$103.00
	b) One Point		\$65.00
	c) Non Plastic		\$30.00
1.7	Specific Gravity	(ASTM D 854)	\$65.00
1.9	Sand Equivalent	(ASTM D 2419)	\$75.00
1.10	Expansion Index	(ASTM D 4829)	\$105.00
<b>II. SOIL CHEMISTRY</b>			
2.1	Soil pH	(CTM 643)	\$35.00
2.2	Electrical Resistivity	(CTM 643)	\$60.00
2.3	Sulfate Content	(CTM 417)	\$55.00
2.4	Chloride Content	(CTM 422)	\$57.00
2.5	Organic Content	(ASTM D2974)	\$53.00
<b>III. COMPACTION</b>			
3.1	Standard Proctor Compaction	(ASTM D 698)	
	a) 4" Mold		\$145.00
	b) 6" Mold		\$155.00
3.2	Modified Proctor Compaction	(ASTM D 1557)	
	a) 4" Mold		\$155.00
	b) 6" Mold		\$175.00
<b>IV. STRENGTH TESTS</b>			
4.1	R Value	(CTM 301)	\$235.00
4.2	Unconfined Compression	(ASTM D 2166)	\$75.00
	<i>Sample Remolding for Unconfined Compression</i>		\$45.00
4.3	Direct Shear, per point		
	a) Unconsolidated (Q Test)		\$60.00
	b) Consolidated (Q Test)		\$75.00
	c) Consolidated, Drained	(ASTM D 3080)	\$95.00
	d) Residual - per point		\$62.00
	<i>Sample Remolding for Direct Shear</i>		\$35.00
4.4	Triaxial, per point		
	Consolidated, Undrained	(ASTM D 4767)	\$310.00
	Unconsolidated, Undrained	(ASTM D 2850)	\$120.00
	<i>Sample Remolding for Triaxial</i>		\$50.00

## LABORATORY SCHEDULE OF FEES

(continued)

V. CONSOLIDATION			
5.1	Consolidation	(ASTM D 2435)	
	a) Up to 10 load/unload increments, one time reading		\$165.00
	b) Each additional time reading		\$45.00
	c) Each additional load increment		\$30.00
	Sample Remolding for Consolidation		\$45.00
5.2	Collapse Potential	(ASTM D 5333)	\$100.00
	Sample Remolding for Collapse Potential		\$45.00
5.3	Swell or Settlement Potential	(ASTM D 4546)	\$100.00
	Sample Remolding for Swell or Settlement Potential		\$45.00
VI. PERMEABILITY			
6.1	Constant Head	(ASTM D 2434)	\$155.00
	Sample Remolding for Constant Head		\$50.00
6.2	Flexible Wall	(ASTM D 5084)	\$190.00
	Sample Remolding for Flexible Wall		\$50.00

**Notes:**

1. Samples will be stored for 3 months. Prior notification is required if samples need to be stored for a longer period of time. A monthly storage fee of \$4/bag and \$1/sleeve will be applied. Prices shown above are based on the assumption that all soil samples are "clean" and that the turnaround time of results is standard (1 to 2 weeks).
2. Payment for services is due upon presentation. If not paid within 30 days of the invoice date, they will be considered past due and a carrying charge of 1.5% per month (or the maximum rate allowed by law) will be added to the unpaid balance.





## PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of November 19, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**District**") and the consultant listed below ("**Consultant**"). District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

### NATASHA IRENE ADAMO

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 functional behavioral assessment services, as further described in Exhibit A, and

WHEREAS, Consultant is specially trained, experienced, licensed, and competent to perform the special services required by the District, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit A, and incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated 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 Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$7,000 in aggregate under term of this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for the period commencing November 2, 2015, and ending June 30, 2016 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

#### DISTRICT

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

Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: November 18, 2015

#### CONSULTANT

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_





## *Fees for Professional Services*

UPDATED: June, 2015

SERVICE DESCRIPTION	RATE
Testing	\$150 Hour
Psycho-educational Assessment Reports	\$150 Hour
Test Interpretation	\$150 Hour
Consultation	\$150 Hour
File Review	\$150 Hour
Observations	\$150 Hour
Interviews	\$150 Hour
IEP Meeting Attendance	\$150 Hour
Team Meetings	\$150 Hour
Counseling – Individual	\$150 Hour
Counseling – Group	\$80 Hour
Behavioral Assessment	
◊ Functional Behavioral Assessment - <i>Behavior Support Plan (BSP)</i>	\$200 Hour
◊ Functional Analysis Assessment - <i>Behavior Intervention Plan (BIP)</i>	\$200 Hour
Hearing Testimony/Witness Preparation	\$200 Hour
School Neuropsychological Evaluation (40+ Hours) (observations, interviews & report)	Determined by Case
Independent Educational Evaluation (observations, interviews, report, IEP attendance)	Not to Exceed \$4000

**Natasha Adamo, Psy.D., LEP, ABSNP**  
 Licensed Educational Psychologist #2867  
 28321 Las Cabos, Laguna Niguel, CA 92677  
 Phone: (949)491-3400 ◊ Email: natashapsych@aol.com



## CAPISTRANO UNIFIED SCHOOL DISTRICT

### SPECIAL CONDITIONS

#### Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **Natasha Irene Adamo**, 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>
Behavioral/Functional Behavior	Licensed Educational or Clinical Psychologist	\$200 per hour (total not to exceed \$3,000)
Functional Behavior Assessment w/Social Emotional Assessment	Licensed Educational or Clinical Psychologist	Not to exceed \$4000 for total assessment

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Date

**Received by:**

\_\_\_\_\_  
District Representative

\_\_\_\_\_  
Date

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**EXTENSION NO. 3 TO INDEPENDENT CONTRACTOR AGREEMENT  
CONTRACT NO. ICA 1213032**

**WITH**

**TIWAHE TECHNOLOGY**

The Independent Contractor Agreement ICA 1213032 with Capistrano Unified School District and Tiwahe Technology called for an original contract period of July 1, 2012, through June 30, 2013.

On May 22, 2013, ICA 1213032 was extended for the period of July 1, 2013, through June 30, 2014; and on June 11, 2014, ICA 1213032 was extended for the period of July 1, 2014, through June 30, 2015.

The contract with Capistrano Unified School District and Tiwahe Technology shall be extended an additional twelve (12) months, covering the period July 1, 2015, through June 30, 2016, at the rates shown in Exhibit A to this Extension No. 3 Agreement, is estimated to be \$5,000.

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**

**TIWAHE TECHNOLOGY**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: November 18, 2015    Date: \_\_\_\_\_

**EXHIBIT A**  
**FEE SCHEDULE**

**Tiwahe Technology LLC for Capistrano Unified School District**

*Fee Schedule for Work to be Completed in 2015-2016 School Year*

Monthly training workshops with staff and/or students, including	\$2500
<ul style="list-style-type: none"><li>- customized curriculum</li><li>- preparation of materials, handouts, and worksheets</li><li>- delivery of lectures</li><li>- facilitation of group-based hands-on instruction</li><li>- facilitation of discussion in small and large groups</li></ul>	
Training and use of custom applications developed for transition students as part of the larger Technology in the Workplace program	\$500
Program Evaluation	\$200
9 Months of technical and logistical support by phone and email @200\$ per month	\$1800
TOTAL	\$5000



Signed: Gillian R. Hayes, March 10, 2015

EXTENSION NO. 2 OF AGREEMENT ICA 1213032

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

TIWAHE TECHNOLOGY

Independent Contractor Agreement No. ICA 1213032 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Tiwahe Technology 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 \$5,000.

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

Tiwahe Technology

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

Signature

Terry Fluent

Director, Purchasing

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

7/10/14

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

Signature

Steve Hoxfack

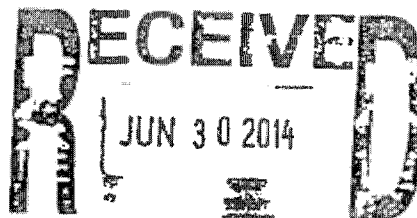
Print Name

President

Title

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

6/25/14



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EXHIBIT A

FEE SCHEDULE

Tiwahe Technology, LLC for Capistrano Unified School District

Fee Schedule

*Work to be completed:*

7 training workshops @ \$400 per workshop, including → \$2800

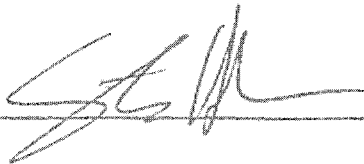
- customized curriculum
- preparation of materials, handouts, and worksheets
- delivery of lectures
- facilitation of discussions and hands-on practice

Program evaluation @ \$400

9 months of technical and logistical support by phone and email @ \$200 per month → \$1800

*Total expected fees: \$5000*

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



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

9-25-14





## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted 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 contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

### TIWAHE TECHNOLOGY

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Contracting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$5,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

**CONTRACTOR**

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/11/12

Signature: Steve Hosafloek

Name: Steve Hosafloek

Title: CEO

Address: 9 Vinga Ct

Irving CA 92617

Email Address: tiwahe@tiwahe.com

FEIN/SSN 45-3306061

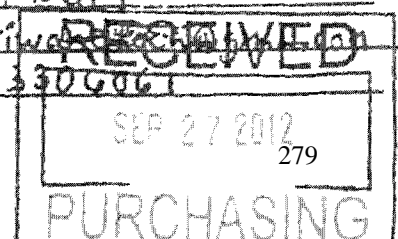


EXHIBIT A

FEE SCHEDULE

Tiwahe Technology, LLC for Capistrano Unified School District

Fee Schedule

*Work to be completed:*

7 training workshops @ \$400 per workshop, including → \$2800

- customized curriculum
- preparation of materials, handouts, and worksheets
- delivery of lectures
- facilitation of discussions and hands-on practice

Program evaluation @ \$400

9 months of technical and logistical support by phone and email @ \$200 per month → \$1800

*Total expected fees: \$5000*

*By: [Signature]*

*Date: 9/25/12*



# CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675  
TELEPHONE: (949) 234-9441/FAX: 493-4093 [www.capousd.org](http://www.capousd.org)

BOARD OF TRUSTEES  
JOHN M. ALFAY  
PRESIDENT

LYNN HATTON  
VICE PRESIDENT

ANNA BRYSON  
CLERK

ELLEN M. ADDONIZO

AMY MANACEK

GARY FITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT  
JOSEPH M. FARLEY, Ed. D

April 22, 2013

Sent via e-mail [tiwahetech@gmail.com](mailto:tiwahetech@gmail.com)

Tiwahe Technology  
9 Vigil Ct  
Irvine, CA 92617  
Attention: Gillian Hayes

Subject: Extension of Contract No. ICA 1213032

Dear Ms. Hayes:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at [dimantifae@capousd.org](mailto:dimantifae@capousd.org) by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

  
Donna Antifae  
Buyer/Planner, Purchasing



EXTENSION OF AGREEMENT NO. ICA 1213032

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

TIWAHE TECHNOLOGY

Independent Contractor Agreement No. ICA 1213032 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Tiwahe Technology 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 \$5,000.

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

Tiwahe Technology

By: [Signature]  
Signature

Terry Fluent

Director, Purchasing

Date: 6/10/13

By: [Signature]  
Signature

Steve Hawaflock  
Print Name

President  
Title

Date: 5/20/13

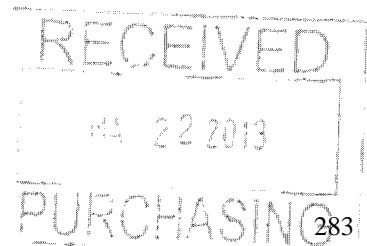


Exhibit A

Tiwahe Technology LLC for Capistrano Unified School District

*Fee Schedule for Work to be Completed in 2013-2014 School Year*

Monthly training workshops with staff and/or students including	\$2500
- customized curriculum	
- preparation of materials, handouts, and worksheets	
- delivery of lectures	
- facilitation of group-based hands on instruction	
- facilitation of discussion in small and large groups	
Training and use of custom applications developed for transition students as part of the larger Technology in the Workplace program	\$500
Program Evaluation	\$200
9 Months of technical and logistical support by phone and email @200\$ per month	\$1800
SUBTOTAL	\$5000
10% Discount*	\$500
TOTAL	\$4500

\*One time reduction in light of current fiscal crisis to be removed in future years or if funding levels are restored in this year.



Signed: Gillian R. Hayes, April 30, 2013

**EXTENSION NO. 3 OF AGREEMENT ICA 1213164**

**WITH**

**DISCOVERY SCIENCE CENTER OF ORANGE COUNTY  
DBA DISCOVERY CUBE ORANGE COUNTY**

Independent Contractor Agreement ICA 1213164 with Capistrano Unified School District and Discovery Science Center of Orange County dba Discovery Cube Orange County, called for an original contract period of November 15, 2012, through November 14, 2013.

On December 11, 2013, ICA 1213164 was extended for the period of November 15, 2013, through November 14, 2014; on December 10, 2014, ICA 1213164 was extended for the period of November 15, 2014, through November 14, 2015.

The agreement with Discovery Science Center of Orange County dba Discovery Cube Orange County shall be extended an additional 12 months, for the period November 15, 2015, through November 14, 2016, at the prices shown in Exhibit A to this Extension No. 3 Agreement with expenditures estimated to be \$20,000.

Except as set forth in this Extension No. 3 Agreement, and Board approved on November 14, 2012, December 11, 2013, and December 10, 2014, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Discovery Science Center of Orange  
County dba Discovery Cube Orange  
County**

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

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

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

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

Executive Director, Contracts & Purchasing \_\_\_\_\_

\_\_\_\_\_  
Title

Date: November 18, 2015

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

## EXHIBIT A

### FEE SCHEDULE

#### DISCOVERY SCIENCE CENTER OF ORANGE COUNTY DBA DISCOVERY CUBE ORANGE COUNTY

Ramil Rasay  
2500 N. main St.  
Santa Ana, CA 92705  
Rasay, Ramil <rrasay@discoverycube.org>

#### **Fieldtrips**

Student rate (3-17 years): \$10.00 (start time of noon or later, rate drops to \$7.75 per student)  
Adult rate: \$12.00 \* For every 8 children you bring you are granted one free adult  
Time slots: 9:00 am, 9:45 am, 10:30 am, 11:15 am, 12:00 pm, 12:45 pm, 1:30 pm, 2:15 pm  
Capacity: 15-120 students \*Groups larger than 120 students in one timeslot can be accommodated and will accrue \$50.00 surcharge after FT request is submitted to Ops

#### *Add On's:*

20 minute 4D Movies (optional): \$2.00 per person  
DinoQuest (optional): Free 45 minute extension - interactive paleontologist scavenger hunt adventure

Description: In 2 hours students will explore the Discovery Cube among interactive exhibits in a hands-on, learn-as-you-go environment while accompanied by one of our Science Demonstrators. Science Demonstrator will present group with a 20 minute grade specific, science demonstration.

#### **Discounted General Admission**

Child (3-14 yrs): \$11.00  
Adult: \$14.00 \*No free adults  
Capacity: At least 15 people (children + adults)  
4D Movie (optional): \$2.00

Description: Group will have all day access (10:00- 5:00 pm) to the 1<sup>st</sup> floor, 2<sup>nd</sup> floor, and Dinoquest. These tickets are non-refundable and valid only on the day selected and must be purchased in advanced over the phone via credit card. Tickets will be emailed to guest.

#### **Science To Go**

In Classroom Workshops: \$10.00 per student, can accommodate 20-35 students in one 50 minute session  
\*Engineering practices: \$10.00 per student, can accommodate 15-35 students in one 90 minute session  
\*Dissections: \$12.00 per student, can accommodate 20-35 students in one 50 minute session

Assemblies: Can accommodate 20-150 students in one 50 minute session for a flat rate of \$375.00



AMENDMENT NO. 1 AND EXTENSION NO. 2 OF AGREEMENT  
ICA 1213164

WITH

DISCOVERY SCIENCE CENTER

Independent Contractor Agreement ICA 1213164 with Capistrano Unified School District and Discovery Science Center, called for an original contract period of November 15, 2012, through November 14, 2013.

The agreement with Discovery Science Center shall be amended to reflect the new business name of Discovery Science Center of Orange County dba Discovery Cube Orange County, and shall be extended an additional 12 months, for the period November 15, 2014, through November 14, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$20,000.

Except as set forth in this Amendment No. 1 and Extension No. 2 Agreement, and Board approved on November 14, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Discovery Science Center of Orange  
County dba Discovery Cube Orange  
County

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

*[Signature]*  
Signature

Lynh N. Nguyen  
Executive Director, Contracts &  
Purchasing

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

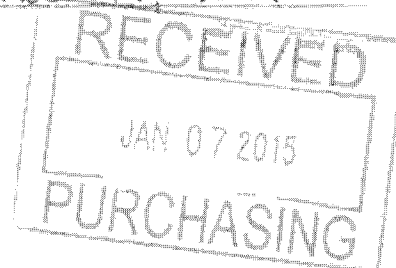
*[Signature]*  
Signature

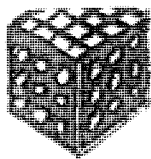
Brian Rimer  
Print Name

Group Sales Coordinator  
Title

Date: 01-10-15

Date: December 19<sup>th</sup> 2014





**DiscoveryCube**  
ORANGE COUNTY

PRESENTED BY TACO BELL

EXHIBIT A

2500 N Main St,  
Santa Ana, CA 92706  
714.542.CUBE (282)  
[discoverycube.org](http://discoverycube.org)

A Discovery Science  
Foundation Campus

October 21, 2014

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

To whom it may concern,

We have updated our legal name to Discovery Science Center of Orange County dba Discovery Cube Orange County. You may have previously had our name under Discovery Science Center.

If you have any questions regarding this, please contact me at (714) 913-5010.

Thank you,

Stephanie Furukido  
Accountant  
Discovery Cube Orange County

EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT  
ICA1213164

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DISCOVERY SCIENCE CENTER

The Independent Contractor Agreement ICA 1213164 with Capistrano Unified School District and Discovery Science Center, called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and Discovery Science Center, shall be extended an additional twelve (12) months, covering the period November 15, 2013, through November 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$20,000.00.

Except as set forth in this Extension Agreement, and Board approved on November 14, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

By: Terry Fluett  
Signature

Terry Fluett  
Print name

Director, Purchasing  
Title

Date: 12/17/13

Discovery Science Center

By: Brian Rimer  
Signature

Brian Rimer  
Print Name

Group Sales Coordinator  
Title

Date: November 12<sup>th</sup> 2013

# FEE SCHEDULE

Field Trips	Pricing	
Basic	\$9	per child
<i>Add Ons</i>		
Movie	\$2	per child
Blockbuster Exhibits (Indiana Jones)	\$6	per child
Field Trip + Movie	\$11	per child
Field Trip + Blockbuster Exhibit	\$15	per child
Field Trip + Movie + Blockbuster	\$17	per child

Science To Go		
Assembly	\$325	per assembly
In The Classroom	\$9.50	per child
<i>Specialty In The Classroom</i>		
Dissections	\$12	per child
CSI	\$27	per child

Engineering Practices \$10 per child -BR

## Special Conditions

\* For every 8 children there is 1 chaperone included

\* Chaperones are required to pay for 4D movies & blockbuster exhibits (pricing is same as above)

\* Additional adults beyond the chaperones for the basic field trip are \$11/adult



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 11/15/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties")

### DISCOVERY SCIENCE 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, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$20,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 11/15/12-11/14/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

**CONTRACTOR**

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 11/14/12

Signature: Manny Diaz

Name: MANNY DIAZ

Title: ASSISTANT CHIEF OF POLICE

Address: 250 NORTH MAIN STREET

SANTA ANA, CA 92701

Email Address: MDIAZ@DISCOVERY-ILLUMINE.ORG

FEIN/SSN 53-0928380 291

Field Trips	Pricing	
Basic	\$9	per child
<i>Add Ons</i>		
Movie	\$2	per child
Blockbuster Exhibits (Indiana Jones)	\$6	per child
Field Trip + Movie	\$11	per child
Field Trip + Blockbuster Exhibit	\$15	per child
Field Trip + Movie + Blockbuster	\$17	per child

Science To Go		
Assembly	\$325	per assembly
In The Classroom	\$9.50	per child
<i>Specialty in The Classroom</i>		
Dissections	\$12	per child
CSI	\$27	per child

#### Special Conditions

- \* For every 8 children there is 1 chaperone included
- \* Chaperones are required to pay for 4D movies & blockbuster exhibits (pricing is same as above)
- \* Additional adults beyond the chaperones for the basic field trip are \$11/adult

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT  
CONTRACT NO. ICA 1415157**

**WITH**

**FULKRA, INCORPORATED**

The Independent Contractor Agreement ICA 1415157 with Capistrano Unified School District and Fulkra, Incorporated called for an original contract period of November 13, 2014, through November 12, 2015.

The contract with Capistrano Unified School District and Fulkra, Incorporated shall be extended an additional twelve (12) months, covering the period November 13, 2015, through November 12, 2016 at the rates shown in Exhibit A to this Extension No. 1 Agreement, is estimated to be \$20,000.

Except as set forth in this Extension Agreement, and Board approved on November 12, 2014, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Fulkra, Incorporated**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date November 18, 2015    Date: \_\_\_\_\_



After retiring from the Orange County Sheriff's Department in 2003, Tom Davis and I formed a private investigations company. From the onset, we provided investigative services to many school districts, including Capistrano Unified. Tom retired several years ago and I continued in the field of investigations and security consulting. I am grateful for the opportunity to once again serve your district. As before, I will provide detailed independent investigations while working under the direction of the administrator(s) in your organization.

T. Davis & Associates, Inc., began serving the Capistrano Unified School District within the first year of opening our doors. Soon other districts approached us asking for similar services including; Laguna Beach Unified School District, Long Beach Unified School District, and the Irvine Unified School District. We were also utilized by ASCIP, providing security consulting and investigation services to numerous schools throughout the state of California.

- Laguna Beach Unified School District
  - Contact - Sherine Smith, Superintendent 949.497.6021
  - Compensation - Retainer equal to \$95.00 per hour
- Long Beach Unified School
  - Contact - Ruth Ashley, Deputy Superintendent of Education Services 562.997.8257
  - Compensation - Retainer equal to \$95.00 per hour
- Irvine Unified School District
  - Contact - Shawn Wirth, Coordinator Student Services 949.936.5171
  - Compensation - Retainer equal to \$95.00 per hour

I have personally conducted and supervised hundreds of investigations for these, and other districts. Additionally, I have provided training to administrators, teachers, and classified personnel on investigative procedures and security issues, specifically "Shooter on Campus" scenarios. Services provided include:

#### INVESTIGATIONS & SECURITY

- Employee Investigations (discrimination, workplace harassment, Police and procedure violations, theft)
- Student/Teacher Investigations (inappropriate verbal, physical, and sexual conduct)
- Worker's Compensation Investigation (AOE/COE and Surveillance)
- Background Investigations
- Board Meeting Security
- Security Surveys (CPTED)
- Copper and metal theft investigations (surveillance resulted in arrests in Northern California)
- CCTV camera systems/Alarm Systems/Monitoring





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**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT  
ICA 1415157**

**WITH**

**FULKRA, INCORPORATED**

Independent Contractor Agreement No. ICA 1415157 with Capistrano Unified School District and Fulkra, Incorporated 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 Consultant under this Agreement is estimated to be \$170,000 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on November 12, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Fulkra, Incorporated

By: 

Signature

Lynh N. Rust

Executive Director, Contracts & Purchasing

By: 

Signature

Mark Simon

Print Name

Director

Title

Board Approval Date: September 9, 2015

Date: 09-10-2015



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## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 11/13/2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

### FULKRA, INCORPORATED

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, DISTRICT through RFP NO. 2-1415, selected Contractor to provide Investigation Services,

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in RFP NO. 2-1415, Investigation Services and 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 charge for services as set forth in Exhibit "B." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$ 20,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is 11/13/2014 through 11/12/2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of three (3) 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 RFP NO. 2-1415, 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 ☒ RFP NO. 2-1415

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

**DISTRICT**

**CONTRACTOR**

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 11/12/14

Signature: Mark Simon

Name: MARK SIMON

Title: DIRECTOR

Address: 24310 MAULTON PKWY #29011

LAGUNA WOODS, CA 92637

E-mail Address: MARK@FULKRA.COM

45-277-16828



**INVESTIGATION SERVICES PROPOSAL  
NO. 2-1415**

**Prepared for:**

**Capistrano Unified School District**

**Prepared by:**

**Mark Simon  
Director of Security & Investigations**

**Wednesday, September 24, 2014**



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#### SERVICES PROVIDED

- On-site review of all case information with the Reporting Party
- Determine witnesses to be interviewed
- Schedule and conduct witness interviews
- Contact and work with union representatives during the interview process
- Provide detailed reports
- Produce written conclusions to be presented to the district
- Law enforcement liaison

#### BACKGROUND/ADDITIONAL INFORMATION

I grew up in Southern Orange County and attended schools in the Capistrano District. When I became interested in Law Enforcement the Orange County Sheriff's Department was an obvious choice. Of the twenty-three years spent in the agency, eighteen were on assignments as an Investigator. My assignments included property crimes, and personnel investigations, however, the majority of the eighteen years were spent in Special Investigations; Homicide and Sex Crimes. I have testified in court as an expert in crimes against children and also taught classes in this area. I have found my law enforcement experience, and the fact I served with the Orange County Sheriff's Department, has proved a valuable asset when serving the Capistrano Unified School District. Tom Davis and I still confer on cases, and I am happy to state Rod Valdez plans on joining my company after his well deserved retirement this October. As you know, Rod has spent many years with CUSD as a School Resource Officer.

Thank you very much for this opportunity.



Mark Simon





## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 11/13/2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

### FULKRA, INCORPORATED

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, DISTRICT through RFP NO. 2-1415, selected Contractor to provide Investigation Services,

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in RFP NO. 2-1415, Investigation Services and 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 charge for services as set forth in Exhibit "B." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$ 20,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is 11/13/2014 through 11/12/2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of three (3) 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 RFP NO. 2-1415, 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 ☒ RFP NO. 2-1415

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

**DISTRICT**

**CONTRACTOR**

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

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 11/12/14

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

Name: MARK SIMON

Title: DIRECTOR

Address: 24310 MCULTON PKWY 0-1011

LAGUNA WOODS, CA 92637303

Email Address: MARK@FULKRA.COM

FEIN/SSN: 45-3776828

### 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 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 the District rather than any 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. 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. 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.
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 and all his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
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 matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
7. Termination District may terminate the Agreement at its convenience and without any breach by Contractor upon ten (10) 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) constant refusal to perform reasonable and lawful duties assigned under the Agreement. Contractor may terminate the Agreement at any time upon fifteen (15) 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 the 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. Unless other terms are set forth in the 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 the 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 with or without notice.
9. Hold Harmless Contractor agrees to and shall defend, indemnify and hold harmless the District, its Governing Board, officers, agents, employees, and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of 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 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 the Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the actual start date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its 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 the 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 the Agreement at the addresses given in the Agreement.
13. Compliance with Applicable Laws The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, 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 the 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.

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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 each party shall bear its own litigation and collection expenses, 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 the District or the 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 the 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 the District's Governing Board.

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 22 C.

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 arbitrators; 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.<sup>306</sup>

**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



After retiring from the Orange County Sheriff's Department in 2003, Tom Davis and I formed a private investigations company. From the onset, we provided investigative services to many school districts, including Capistrano Unified. Tom retired several years ago and I continued in the field of investigations and security consulting. I am grateful for the opportunity to once again serve your district. As before, I will provide detailed independent investigations while working under the direction of the administrator(s) in your organization.

T. Davis & Associates, Inc., began serving the Capistrano Unified School District within the first year of opening our doors. Soon other districts approached us asking for similar services including; Laguna Beach Unified School District, Long Beach Unified School District, and the Irvine Unified School District. We were also utilized by ASCIP, providing security consulting and investigation services to numerous schools throughout the state of California.

- Laguna Beach Unified School District
  - Contact - Sherine Smith, Superintendent 949.497.6021
  - Compensation - Retainer equal to \$95.00 per hour
- Long Beach Unified School
  - Contact - Ruth Ashley, Deputy Superintendent of Education Services 562.997.8257
  - Compensation - Retainer equal to \$95.00 per hour
- Irvine Unified School District
  - Contact - Shawn Wirth, Coordinator Student Services 949.936.5171
  - Compensation - Retainer equal to \$95.00 per hour

I have personally conducted and supervised hundreds of investigations for these, and other districts. Additionally, I have provided training to administrators, teachers, and classified personnel on investigative procedures and security issues, specifically "Shooter on Campus" scenarios. Services provided include:

#### INVESTIGATIONS & SECURITY

- Employee Investigations (discrimination, workplace harassment, Police and procedure violations, theft)
- Student/Teacher Investigations (inappropriate verbal, physical, and sexual conduct)
- Worker's Compensation Investigation (AOE/COE and Surveillance)
- Background Investigations
- Board Meeting Security
- Security Surveys (CPTED)
- Copper and metal theft investigations (surveillance resulted in arrests in Northern California)
- CCTV camera systems/Alarm Systems/Monitoring

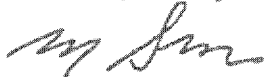
#### SERVICES PROVIDED

- On-site review of all case information with the Reporting Party
- Determine witnesses to be interviewed
- Schedule and conduct witness interviews
- Contact and work with union representatives during the interview process
- Provide detailed reports
- Produce written conclusions to be presented to the district
- Law enforcement liaison

#### BACKGROUND/ADDITIONAL INFORMATION

I grew up in Southern Orange County and attended schools in the Capistrano District. When I became interested in Law Enforcement the Orange County Sheriff's Department was an obvious choice. Of the twenty-three years spent in the agency, eighteen were on assignments as an investigator. My assignments included property crimes, and personnel investigations, however, the majority of the eighteen years were spent in Special Investigations; Homicide and Sex Crimes. I have testified in court as an expert in crimes against children and also taught classes in this area. I have found my law enforcement experience, and the fact I served with the Orange County Sheriff's Department, has proved a valuable asset when serving the Capistrano Unified School District. Tom Davis and I still confer on cases, and I am happy to state Rod Valdez plans on joining my company after his well deserved retirement this October. As you know, Rod has spent many years with CUSD as a School Resource Officer.

Thank you very much for this opportunity.



Mark Simon



**CERTIFICATION**  
**REQUEST FOR PROPOSALS (RFP) NO. 2-1415**  
**INVESTIGATION SERVICES**

I certify that I have read the attached Request for Proposals - (RFP) NO. 2-1415 INVESTIGATION SERVICES and the instructions for submitting an RFP. I further certify that I must submit one (1) original and three (3) copies of the contractor's proposal in response to this request, completed Certification by Contractor Criminal Records Check, W9, form, Non Collusion Declaration, Tobacco Use, Pricing Sheet, and, Conflict of Interest Certification, and that I am authorized to commit the contractor to the proposal submitted.



Signature

Mark A Simon

Typed or Printed Name

Director of Security & Investigation

Title

FULKRA / Security Solutions

Company

24310 Moulton Pkwy, O-1011, Lag Woods, CA 92637

Address

24310 Moulton Pkwy, O-1011, Lag Woods, CA 92637

Address

949-295-8511

Telephone

949-855-8851

Fax

9-22-14

Date

mark@fulkra.com

E-Mail Address

If you are bidding as a corporation,  
please provide your corporate seal  
here:

**CERTIFICATION BY CONTRACTOR**  
**CRIMINAL RECORDS CHECK**  
AB 1610, 1612 and 2102

To the Governing Board of Capistrano Unified School District:

I, Mark A Simon certify that:  
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at Costa Mesa, California on 9-22-14  
Date



Signature

Mark A Simon

Typed or printed name

Director of Security & Investigations

Title

24310 Moulton Pkwy., O-1011, Lag Woods, CA 92637

Address

949-295-8511

Telephone

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)  
**Fulkra Incorporated**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
☐ Individual sole proprietor    ☐ C Corporation    ☒ S Corporation    ☐ Partnership    ☐ Trust/Vestate  
☐ Limited liability company. Enter the tax classification (C=S corporation, S=S corporation, P=partnership): \_\_\_\_\_  
☐ Other (see instructions) >

Exempt payee ☐

Address (number, street, and apt. or suite no.)  
**24310 Moulton Suite Q**

City, state, and ZIP code  
**Laguna Woods CA 92657**

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  

--	--	--	--	--	--	--	--	--	--

Employer identification number  

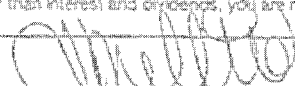
4	5		3	7	7	6	8	2	8
---	---	--	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here    Signature of U.S. person >     Date > **2/1/12**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**NONCOLLUSION DECLARATION**  
**IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 7106**

The undersigned declares:

I am the Security Director of FULKRA/Security Solutions, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9-22-14 [date], at Costa Mesa [city], CA [state].



Signature

Mark Simon

Print Name

TOBACCO USE POLICY

In the interest of public health, the Capistrano Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Capistrano Unified School District. Failure to abide with conditions could result in the termination of this agreement.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement; the Bidder agrees to abide by the terms.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I will adhere to the requirements of the policy.

Mark Simon

Name of Bidder



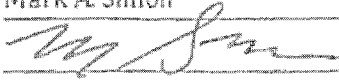
Signature

9-22-14

Date

**CONFLICT OF INTEREST CERTIFICATION**

All proposers/contractors shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME	Mark A. Simon
SIGNATURE AND DATE	 9-22-14
TITLE OF OFFICER	Director
NAME OF COMPANY	FULKRA / Security Solutions

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team member(s) or consultant(s) been employed by the DISTRICT in the last three years? [Yes] [No]. If your answer is "Yes", please provide the following information:

a.	Were you a full-time employee?	[Yes] [No]
	Part-Time employee?	[Yes] [No]
	As-Needed employee?	[Yes] [No]
	Consultant?	[Yes] [No]
	Or other, please	

Explain:

b. What were the date(s) of your employment/employment contract/consulting contract?

c. In which department(s) of DISTRICT did you work?

d. Who was/were your Supervisor(s)?

e. Please describe your job duties and responsibilities for each DISTRICT position held?

f. What was your last date of employment?

2. Do any Board of Education Member(s) or District employee(s) have a business position or serve as an Officer(s), Partner(s) or Shareholder(s) in your company? [Yes] [No]. If the answer is "Yes", please provide the following information:

a. What is the name of the Board Member(s) or employee(s)?

b. What is his/her position with your company?

c. If a Board of Education Member(s) or employee(s)/Shareholder(s) - what percentage of your company's shares does he/she own?

3. Are any of your former employee(s), (Consultants) presently employed by the DISTRICT? [Yes] [No]. If the answer is "Yes", please provide the following information for each such employee(s).

a. What is the name of the former employee(s)?

b. What was his/her title at your company?

If he/she held more than one position(s) with your company, please provide the title of each position(s) held.

c. Please describe his/her duties and responsibilities for each position(s) held at your company?

d. What were the date(s) of his/her employment?

I declare under the Penalty of Perjury under the laws of the State of California that the above mentioned statements are true and correct to the best of my knowledge, and this declaration was executed on this 22 day of 9, 20 14; in

COSTA MESA, CA  
(City) (State)

[Signature]  
(Signature)

Mark Simon  
(Printed Name)

Director  
(Title)

### PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT a summary of the estimated costs suitable for detailed review and analysis. The Proposer shall complete the Price/Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Agreement. Hourly rates shall remain fixed for the duration of the contract period.

Title	Hourly Rate
Investigation/Report Writing	\$95.00
Court Testimony	\$95.00

Mark Simon  
Print Name of Contractor

  
Authorized Signature

Representative

PI 23587  
Federal I.D. #/License

9-22-14  
Date



**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT  
CONTRACT NO. ICA 1415158**

**WITH**

**ESI INTERNATIONAL, INCORPORATED**

The Independent Contractor Agreement ICA 1415158 with Capistrano Unified School District and ESI International, Incorporated called for an original contract period of November 13, 2014, through November 12, 2015.

The contract with Capistrano Unified School District and ESI International, Incorporated shall be extended an additional twelve (12) months, covering the period November 13, 2015, through November 12, 2016 at the rates shown in Exhibit A to this Extension No. 1 Agreement, is estimated to be \$30,000.

Except as set forth in this Extension Agreement, and Board approved on November 12, 2014, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**ESI International, Incorporated**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date November 18, 2015    Date: \_\_\_\_\_

# EXHIBIT A

RFP NO. 2-1415  
INVESTIGATION SERVICES

## PRICING SHEET

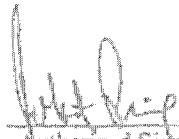
The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT a summary of the estimated costs suitable for detailed review and analysis. The Proposer shall complete the Price/Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Agreement. Hourly rates shall remain fixed for the duration of the contract period.

Title	Hourly Rate
Principal Investigator - Robert Price	\$165.00
Principal Investigator - Sandra Price	\$165.00
Investigator - Lisa Price	\$115.00
Investigator - Erin Foat	\$115.00
Investigator - Laura Price	\$115.00

ESI International, Inc.

Print Name of Contractor

  
Authorized Signature

Robert Price, CEO

Representative

33 0664616 California PI 19450

Federal I.D. #/License

September 22, 2014

Date



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 11/13/2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

### ESI INTERNATIONAL, INCORPORATED

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, DISTRICT through RFP NO. 2-1415, selected Contractor to provide Investigation Services;

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in RFP NO. 2-1415, Investigation Services and 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 charge for services as set forth in Exhibit "B." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$ 30,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is 11/13/2014 through 11/12/2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of three (3) 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 RFP NO. 2-1415, 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 ☒ RFP NO 2-1415

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

### DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 11/12/14

### CONTRACTOR

Signature: Robert Price

Name: ROBERT PRICE

Title: CEO

Address: P.O. BOX 270759

SAN DIEGO, CA 92198 321

Email Address: robert@schoolmageddon.com

FEIN/SSN 33-0664616



September 23, 2014

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

Re: RFP No. 2-1415

Dear Terry Fluent:

Enclosed with this letter are four copies of ESI's Proposal regarding RFP No. 2-1415 and the original proposal.

If you have questions, please contact me at (619) 318-4764.

ESI International, Inc.

A handwritten signature in black ink, appearing to read "Robert Price", is written over the printed name.

By Robert Price  
RP/lmp

11440 WEST BERNARDO COURT • SUITE 370 • SAN DIEGO, CALIFORNIA 92127  
(858) 485-1711 • Fax (858) 485-8859 • WWW.ESIINT.COM

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Exhibit A

ORIGINAL

**Proposal  
Capistrano Unified School District  
RFP No. 2-1415  
Investigative Services**

ESI International, Inc.

Prepared for:  
Capistrano Unified School District  
Purchasing Department

September 22, 2014

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Exhibit A

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## 1. Executive Summary

ESI International Inc. (ESI) is interested in contracting with the Capistrano Unified School District to provide investigation services.

ESI proposes to provide investigation services in order for the District to comply with the Uniform Complaint Act, support fair education and employment opportunities, provide safe student and employee environments, and detect and mitigate fraud, theft, or other illegal or inappropriate behavior.

ESI will provide investigations to produce the facts necessary for the District to determine if corrective action is necessary on a timely and cost efficient basis.

ESI is committed to working with the District to meet its time deadlines and responsibilities regarding the above-mentioned issues. Further, ESI will work with the District and its staff to improve the District's complaint intake practices to streamline the complaint process creating opportunity for early resolution and thereby decreasing costs.

## 2. Narrative

ESI seeks to provide investigative services to the Capistrano Unified School District.

ESI proposes to conduct investigations as needed by the District and provide services to the District to enhance its ability to receive and track complaints that potentially require more investigation. These complaints and subsequent investigation will develop facts to enable the District to correct or discipline employees, refer matters to the California Commission on Teacher Credentialing, prepare for potential litigation, refer a criminal matter to law enforcement or prepare a proof of loss for an insurance recovery.

In addition to compensated investigative services, ESI seeks to maintain a relationship with the District even when it is not actively engaged in an investigation. In this regard, ESI will provide to the District without additional cost, three full days, or six half days of training support per year for District staff regarding the intake and documenting of complaints, basic investigative techniques, conducting fair and unbiased investigations, irregularities in booster and foundation operations, or other topics of interest to the District.

### 2a. Experience and References

1. Sweetwater Union High School District

1130 5<sup>th</sup> Avenue  
Chula Vista, CA 91911

Contact: Deanne Vicedo  
(619) 585 – 4405

Date of Service: 7/1/11 – 7/1/14

Contract Amount: 2011 – \$30,000 and \$34,000  
2012 – \$50,000  
2013-2014 – \$100,000

Description of Service: Investigation Services

2. Bonsall Union School District

31505 Old River Road  
Bonsall, CA 92003

Contact: Jessica Kinder, Supervisor of Purchasing  
(760) 631-5200 ext. 1007



Tom Krzmarzick  
Assistant Superintendent, Business Services  
(760) 631-5200 ext. 1000

Date of Service: FY 2013 – 2014  
Contract Amount: \$10,000  
Description of Service: Investigation Services

3. Riverside County Superintendent of Schools  
3939 Thirteenth Street  
Riverside, CA 92501

Contact: Diana Walsh Reuss, Associate Superintendent  
(951) 826-6320

Date of Service: FY 2013-2014  
Contract Amount: \$5,000  
Description of Service: Investigation Services

4. Calexico Unified School District  
901 Andrade Avenue  
Calexico, CA 92231

Contact: Maria Ambriz, Superintendent of Schools  
(760) 768-3883

Date of Service: FY 2013-2014  
Contract Amount: \$9,000  
Description of Service: Investigation Services

5. Imperial Immigration District  
333 East Barioni Boulevard  
Imperial, CA 92251

Contact: Jeffrey Garber, General Counsel  
(760) 339-9574

Date of Service: 12/18/12-12/31/13

Contract Amount: \$25,000  
Description of Service: Investigation Services

Del Mar Union Elementary School District

San Diego County Office of Education

Santee School District

City of Banning

City of La Mesa

City of San Diego

San Diego Housing Commission

City of Santa Monica

City of Huntington Beach

County of San Diego

Remington College

Through Stutz Artiano Shinoff & Holtz

- Capistrano Unified School District
- Anaheim Union High School District
- Grossmont Union High School District
- South Bay Union School District
- Poway Unified School District
- Escondido Unified High School District
- Valley Center Pauma Unified School District
- San Diego Unified School District
- Ramona Unified School District
- Fallbrook Elementary School District
- Fallbrook High School District
- Julian Elementary School District
- Chino Valley School District
- National City School District
- Carlsbad Unified School District
- Solana Beach School District

- San Dieguito Union High School District
- SIATECH Charter Schools
- Grossmont College
- Encinitas Union School District
- Magnolia School District
- Lakeside Union School District
- San Marcos Unified School District
- Vista Unified School District
- Oceanside Unified School District

Through Winet Patrick & Weaver

- Chula Vista Elementary School District
- Palo Verde Unified School District

Through Atkinson, Andelson, Loya, Ruud & Romo

- Capistrano Unified School District
- Grossmont Unified High School District
- Brawley Union High School District
- Calexico Unified School District
- Cajon Valley Union School District
- Mt. San Jacinto College
- Temecula Valley Unified School District
- Banning Unified School District
- Borrego Springs Unified School District
- Bonsall Union School District
- South Bay Union School District

Through Best Best & Krieger

- El Centro Elementary School District
- Fallbrook Union High School District

Through the San Diego County Offices of Education

- Dehesa Elementary School District
- Julian Union High School District

## 2b. Tasks to be Performed to Produce Information

Upon receipt of an investigative request as specified in the RFP, ESI will provide a written response that includes the project management plan with the identity of the assigned investigator, investigative milestones, an estimate of the number of hours needed to complete the investigation, the applicable hourly rate and the anticipated date of completion.

If the information received from the District is not complete enough to prepare a plan to the conclusion of the investigation, an interim plan will be devised that includes the investigation necessary to develop the information to bring the investigation to a logical conclusion.

Typical investigation steps include developing background regarding the incident from materials provided by the District and from ESI's sources of information. These steps enhance and facilitate preparation for witness interviews. Interviews of witnesses usually start with the interview of the complaining party and end with the final interview of the accused party, if there is one.

During the course of the investigation, documentation and data produced during the investigation is analyzed, incorporated into interview preparation where necessary, and exhibited in the final report. Also included in the final report are board policies, administrative regulations, Ed Code references, as well as other legal citations and reference works, which were used during the investigation and have contributed to the findings.

After the approval of the investigation plan, the investigator will meet or otherwise confer with the District official(s), as specified in the investigative plan milestones or at points during the investigation when District input is necessary to minimize cost, insure a timely and complete response from District staff relating to document production or witness availability, or in order for the District to obtain an update concerning the progress of the investigation to brief legal counsel, District officials, or the Board of Trustees.

ESI maintains a practice of assigning the most suitable investigator to the matter and maintains continuity during investigations by using the same investigator throughout the investigation. At the present, ESI anticipates only using Robert Price or Sandra Price as investigators for the Capistrano Unified School District. Other investigators shown in the fee schedule appear there to address situations when the District requires basic investigative services, such as records checks and retrieval, surveillance, subpoena service, etc. By using the listed lower cost investigators to accomplish these basic investigative tasks, the District can recognize a financial savings without adversely affecting the quality of the investigation.

In addition to the formal milestone driven client contacts, ESI maintains a secure web-based case management system, which allows clients access to the ESI investigative file in real time (24/7) as well as the calendar for events taking place during the investigation. Memoranda, tasks outstanding, leads accomplished, documents obtained and created during the investigation including reports, and analysis, are present on this system.

In addition to basic investigative services such as witness interviewing and report writing, ESI can provide forensic accounting and forensic computer services.

ESI's investigators can conduct impartial interviews designed to develop truthful and consistent facts with all different types of people. ESI's investigators analyze and assemble data in a fashion to support findings and enable the District to take proper action at the conclusion of the investigation and be able to support that action. ESI provides testimony for investigations it conducts, or when engaged as expert witnesses.

The ESI principal investigators have testified extensively in federal court, before the federal grand jury, in the California State Superior Court, at OAH hearings, during EEOC investigations, and before the California Employment Development Department. ESI has provided extensive briefings for school boards in open and closed sessions, as well as presenting investigative findings in public hearings at the request of Districts. Principal Investigator Robert Price has testified as an expert witness in forensic computer issues, fraud investigations, and investigation standard of care cases. Additionally, Robert and Sandra Price have testified in federal court, before the federal grand jury, and in San Diego Superior Court regarding accounting and financial issues, and the investigation of fraud.

ESI subscribes to numerous electronic databases, government information systems, and social media access points, which provide location, identification, and background information relating to persons and business enterprises that present themselves during investigations.

Because the client's most important contact with the investigation firm is the investigation report, ESI provides tabulated and extensively referenced reports to the client. These reports offer a comprehensive guide to the investigative findings for use by the client and its legal representatives (if necessary) to completely resolve the issue at hand. In addition to the hardcopies of the investigation report, ESI provides an electronic copy of the report for ease of storage, archiving, and sharing with legal counsel. Additionally, as required, ESI provides hardcopy and electronic copies of reports where names have been redacted to preserve confidentiality.

#### 4. Additional Data

##### Note About Pricing:

ESI begins its hourly charges at the site of investigation and does not charge for travel between its office and the sites of the investigation.

##### School Complaint Management System

In reviewing the request for proposal, we noticed that the requirement for the development of an investigation plan based upon information on hand at the District, without further investigation is a difficult task in most districts where we conduct investigations. This is because in all of the districts where ESI conducts investigation there is no standardized system for collecting, sharing and storing comprehensive information when an incident occurs or a complaint is received from a staff member, student, or member of the public.

Additionally, there are varying levels of experience, training, and investigative proficiency present in administrators who take the initial complaint. This causes challenges when trying to resolve complaints efficiently.

With this in mind, Robert and Sandra Price developed the School Complaint Management System, and training for those using the system.

The School Complaint Management System is a paper and pencil or electronic complaint system used by administrators to obtain and record comprehensive information regarding complaints at the time they are learning about the incident. The system is designed to prompt the administrators to obtain complete and relevant information, early on, so that complaints can be evaluated for early resolution, further investigation, potential for legal exposure, and for insurance purposes. Archived reports provide a detailed explanation of earlier complaints if the same or similar complaints surface later.

The key components of the system are:

- 1) Electronic or paper form that prompts administrators to obtain key information immediately upon receipt of complaint. Training in basic investigation and completion of this form.
- 2) A review process of the complaint information to determine how best to resolve the situation.
- 3) Tracking and archiving complaints.

The School Complaint Management System is a powerful management tool to ensure that administrators handling complaints are recognizing all of the issues present in a complaint and are working toward early and equitable resolution of the problem.

If the School Complaint Management System is of interest to the District and ESI is selected as a provider of investigation services, Robert and Sandra Price will provide the basic system to the District free of charge for the duration of the contract, and as mentioned earlier in this proposal, will provide three full or six half days of training/support per year for District staff. The training and support could include training relating to the use of the School Complaint Management System, training regarding the review of incident reports, and online and telephone support for administrators using the system.

Background Information Regarding ESI:

ESI is a California corporation that is the successor company to Economic and Specialty Investigations, which was established in 1986 by Robert and Sandra Price. ESI holds California Private Investigations License 19450, Robert Price is the CEO and Qualified Manager of the company, Sandra Price is the President of the company.

Robert and Sandra Price are members of the Society of Former Special Agents of the Federal Bureau of Investigation.

ESI has a 2,000 square foot office in the Rancho Bernardo area of San Diego, California and has eight full-time employees.

ESI's notable cases include the criminal defenses of Nancy Hoover and her associates, Edward Pulaski, Norman Nousekajian and Mark Yarry in the J. David & Company fraud prosecutions during the late 1980's. The fraud involved more than \$100 million in investment money taken in by J. David & Company, an international investment firm in a Ponzi type scheme. The investigation required the review of hundreds of thousands of financial transactions, the analysis of the transactions, and the preparation of the documentary evidence for presentation in the longest white-collar federal trial in San Diego history. This investigation also involved the exhaustive review of reports and documentary evidence provided at trial by the prosecution and prepared by Touche Ross and Company and the Internal Revenue Service, and included the development of a rebuttal and cross examination strategy.

ESI has conducted numerous investigations for companies and school districts with respect to fraud and embezzlement, forensic accounting, discrimination investigations, employment related investigations, and student related investigations. Notable school investigations include:

In 2005, ESI was asked to conduct investigation regarding allegations of fraud and kickbacks relating to contracts for asphalt repairs in Southern San Diego County school districts. The investigation formed the basis for a referral to the San Diego District Attorney, who obtained convictions of three defendants. The primary district involved, used the investigation for the basis of a successful insurance claim for financial damages that it incurred as a result of the crime.

In 2005, ESI was asked to conduct an investigation into allegations of embezzlement from a booster club, which was formed to benefit a small school district and library. The theft involved more than \$100,000 in donations. The case resulted in the criminal plea of the guilty party and the ordering of restitution.

In 2006, ESI was asked to conduct an investigation into the private use of community college facilities for personal gain. The investigation formed the basis for the successful conviction of the community college employee who had orchestrated the scheme.

In 2006, ESI was asked to conduct an investigation relating to inappropriate conduct on behalf of a football coach and the diversion of student raised funds to a booster organization. The investigation documented a situation where funds entrusted to the district employee were misused with some of the funds being spent for adult entertainment. The employee subsequently resigned and an insurance claim was filed to recover the lost funds.

In 2006, ESI was asked to conduct an investigation into the embezzlement of student-raised money from a high school district. The investigation formed the basis for an insurance claim, a promise of restitution by the volunteer coach responsible and a criminal referral to the San Diego Sheriff's Department of Financial Crimes Unit. Subsequently, the subject was charged and convicted of embezzlement from a different employer in a situation that occurred shortly after the District's theft.

In 2006, ESI was asked to conduct an investigation into allegations of a hostile work environment fostered by an Assistant Superintendent in a school district. The investigation contributed to the restoration of a positive working environment in the District offices.

In 2008, ESI was asked to conduct investigations relating to allegations of financial improprieties in two charter schools operating under charters of San Diego County school districts. The investigations allowed the Districts to revoke the charter of the school in one instance and cause significant changes in the operation of the other school to conform to District financial standards. Ultimately, the second charter was not renewed.

In 2008, ESI was asked to conduct an investigation into numerous separate educator sexual abuse claims that had occurred in a short period of time at a large charter school in San



Diego County. The investigation contributed to successful negotiations with the charter school board where changes in the operation of the school were made to satisfy the District that students were being adequately protected from predator educators. ESI presented its findings in an open board meeting that was well attended by media and members of the public.

In 2009, ESI conducted investigation relating to the opening of a new school in a new development that, because of the recession, was not thought to be able to supply enough students to make the school financially viable. ESI was able to provide information that estimated potential enrollment numbers and enabled the District's Board of Trustees to be fully informed regarding the financial viability of the school.

In 2009, ESI conducted investigation relating to allegations of embezzlement and destruction of financial records by a school district financial employee. The investigation led to a referral to law enforcement for prosecution.

In 2010, ESI conducted investigation relating to allegations that a teacher had sexually abused a student during a passing period. ESI's investigation determined that there was no evidence linking the teacher to the alleged acts and that it was likely that the false complaint was side effects of medication being taken by the student and other medical conditions.

In 2010, ESI conducted an investigation supporting litigation involving a severely injured football player. ESI reviewed computerized video files and was able to determine the exact moment of the injury. ESI was also able to provide information relating to the coach of the team and the actions of football team members, which may have had an impact on the student's injury, and final resolution of the matter.

In 2010, ESI was asked to conduct an investigation regarding a basketball coach who was accused of illegal sexual activity with underage female students in two school districts. The case was resolved by prosecution of the teacher.

In 2010, ESI was asked to conduct investigations regarding an inappropriate relationship between a vendor and athletic team coaches. This case involved the payment of gratuities to coaches by the vendor. In addition to receiving the gratuities from the vendor, the coaches ignored district policies regarding purchasing and vendor relationships. The investigation resulted in disciplinary actions being taken against the coaches in two districts.

In 2011, ESI was asked to conduct an investigation into a recently surfaced complaint that a teacher had engaged in sexual relations with underaged female students thirty years earlier. ESI determined through interviews that there was credible evidence that the inappropriate sexual relations had occurred.

In 2011, ESI was asked to conduct an investigation into the loss of PTA money received from the sale of scrip. ESI gathered records from the PTA and other schools and prepared accounting. Thereafter, ESI determined that neither the scrip nor the money had been stolen or lost, but the accounting by the PTA was completed incorrectly. This fostered the idea that money had been stolen. ESI provided a report of the findings and recommendations to the District concerning the proper steps for future accounting for fundraising money.

In 2012, ESI was asked to conduct an investigation relating to payroll fraud (excess hours of overtime) entered and paid by a district financial clerk. ESI was able to establish that there was a loss, quantify the loss, and provide that information to the client's lawyer for final disposition.

In 2012, ESI was asked to conduct an investigation regarding suspicions that a district employee was viewing emails sent and received by district administrators. ESI was able to determine that the employee had accessed the administrators' accounts without authority. This led to the administrator's dismissal.

In 2013, ESI was asked to conduct an inquiry regarding the raising of bond money, the computation of the projected tax revenue stream for repayment, and fees paid to bond consultants. ESI accomplished these tasks and prepared a report of findings that was presented to District Officials of the Board of Trustees. Later, ESI presented its findings in an open board meeting.

In addition to the above notable cases, ESI has a wide range of experience in working with school districts, charter schools, and other public entities. Firm principal, Robert Price, has worked in an investigative capacity with school districts and sites since November 1978. In addition to Mr. Price's experience, ESI as a firm, over the past 18 years, has successfully resolved investigations for school districts and public entities involving the following issues:

- Discrimination
- Theft of Property
- School Site Safety
- Williams Complaints
- Bullying
- Harassment
- Sexual Harassment
- Unauthorized Use of District Property for Personal Gain
- Diversion of Grant Money
- Accounting Issues Relating to Categorical Funds
- Charter School Operational Loans
- Irregularities in Attendance and School Finance
- Embezzlement of School Funds

- Embezzlement of Booster/Foundation Funds
- Residency Issues
- Theft of Services
- Computer Intrusion
- Unauthorized Use of Computer and Telephone Systems
- Computer Fraud
- Sexual Harassment
- Bribery
- Inappropriate Receipt of Gifts/Elder Abuse
- Accounting Issues Concerning Tracking ASB Funds, Fraud Audits, Theft, or Inappropriate Use of Donations
- Ethics in Testing
- Title IX Litigation
- Use of Bond Funds
- Irregularities in the Projections of Repayment Stream for Bond Issues
- Irregularities in Compensation Paid to Bond Consultants
- Substandard Construction, Construction Contract Fraud
- Contractor Due Diligence
- Procurement Contract Fraud
- Illegal Campaign Issues
- Inappropriate Behavior on Behalf of Board Members
- Sexual Abuse
- Child Abuse
- Payroll Fraud
- Technical Surveillance Countermeasures (Electronic Sweeps)
- Teacher Misconduct
- Leave and Benefit Abuse
- Special Education Student Abuse and Denial of Benefits
- Compliance with CIF Rules, Including Recruiting, Eligibility, Residency, and Gifts/Gratuities
- Student Fee Issues
- Unlawful Fundraising
- Irregularities Involving Booster Clubs and Foundations
- Booster Club Due Diligence
- 501(c)(3) Organization Irregularities Regarding Tax Code
- Charter School Attendance Reporting
- Charter School Bridge Loans and Funding
- Charter School Proposal Review and Due Diligence
- Charter School Forensic Audit to Determine Solvency
- Charter School Misuse and Theft of Funds

Robert Price

Educational Background:

Bachelors of Science: Business Administration – Accounting, San Diego State University, 1977.

New Agents Training School, FBI Academy, Quantico, VA, 1978.

Major Business Fraud in-service, FBI Academy, Quantico, VA.

Public Corruption in-service, FBI Academy, Quantico, VA.

Undercover Operations in-service, FBI Academy, Quantico, VA.

Association of Certified Fraud Examiners – CFE, 1993-2003

Professional Experience 1986 – Present:

Chief Executive Officer of ESI International, Inc., the successor company to Economic & Specialty Investigations, San Diego, California, a California licensed private investigations firm specializing in the investigation of fraud and economic crimes for private and public sector clients.

Professional Experience 1982 – 1986:

Special Agent Accountant Relief Supervisory Special Agent, Federal Bureau of Investigation, New York, New York.

Responsible for the investigation of government fraud and public corruption cases. These fraud investigations concerned the procurement and program operations of United States Government Agencies and Departments.

Notable cases included an undercover investigation of Wedtech Corporation, a major defense contractor in the South Bronx, and the formation of a joint task force of federal government agencies concerning the dumping of leaded gasoline for unleaded gasoline in the New York City area. These investigations required the application of cost and financial accounting procedures to detect fraud and develop evidence for presentation to the Federal Grand Jury and in United States District Court.

Professional Experience 1978 – 1982:

Federal Bureau of Investigation, Special Agent Accountant, Relief Supervisory Special Agent, Sacramento, California.

Conducted financial and accounting investigations concerning major business fraud, bank fraud, public corruption, government procurement fraud, and government program fraud. During this time period, acted as the case agent on five of the seven major procurement frauds being investigated jointly by the FBI and the Air Force Office of Investigations, worldwide.

Investigations were conducted to identify fraud, obtain evidence and present the evidence to Federal Grand Juries, and at the time of trial in United States District Court. Notable cases included United States V. Porrazzo, United States V. Hust Brothers, and United States V. Eldorado Chemical Company. All of these cases involved testimony before the federal grand jury and/or the United States District Court relating to records examination and the detection and documentation of fraud.

Other major business and bank fraud cases included United States V. Intermodel Export, in which the first use of a document search warrant was made in the Eastern District of California. The search obtained documents necessary to chart and substantiate a \$70 million check kiting scheme. Other investigations included the United States V. David Evan Pedley, a comprehensive investigation of a notorious con man and his many business dealings involving real estate and offshore banks. This case was worked in conjunction with the California Attorney General and the U.S. Comptroller of the Currency.

In 1981, participated in the investigation of the bombing of Harvey's Wagon Wheel Casino in Stateline, Nevada. Responsible for the arrest and obtaining confessions from two of the six persons involved in the extortion attempt and bombing.

#### Professional Experience 1976 – 1978:

Federal Bureau of Investigation, San Diego, California.

Support position under the direction of a senior Special Agent Accountant. Scheduled and examined business records relating to government fraud investigations and cost accounting.

#### Other Activities:

Co-author:	The Employer and Employee Roles in Workers' Compensation Fraud Prevention
Co-author:	Topics in the Investigation of Insurance Fraud
Lecturer:	Defusing Workplace Violence
Lecturer:	Addressing Workers' Compensation Fraud Prevention

Lecturer: Drug Enforcement Agency, Sacramento, CA on the topics of white-collar crime and money laundering.

Lecturer: Various public groups involving white-collar crime and fraud.

Testimony: Federal Grand Jury, Eastern District of California, Southern District of New York, Southern District of California

Testimony: Federal Courts, Eastern District of California, District of Nevada, Southern District of New York, California Superior Court, Designated Fraud Expert in Orange and San Bernardino Counties, San Diego County

Member: Society of Former Special Agents of the Federal Bureau of Investigation

Commendations and Awards:

Commendation: Federal Bureau of Investigation Terry A. Toole Hobbs Act – Extortion 1978

Federal Bureau of Investigation Wheel Bomb Investigation, 1981

Air Force Office of Special Investigations, 1982

Federal Bureau of Investigation, Kidnapping, New York, 1985

Naval Investigative Service, 1986

Sandra Price

Educational Background:

Bachelors of Art Degree, California State University, Sacramento, 1982

FBI New Agents Training, Quantico, Virginia, 1982

FBI Undercover in-service, Quantico, Virginia, 1985

Professional Experience 1986 – Present:

California licensed investigator and founder of Economic & Specialty Investigations, the predecessor to ESI International, Inc. Currently the President of ESI International, Inc., a California licensed private investigations firm specializing in the investigation of fraud and economic crimes for private and public sector clients.

Professional Experience 1982 – 1986:

Was responsible for investigating violations of the laws of the United States. Conducted complex investigations demanding advanced interviewing techniques, a comprehensive understanding of Federal and State law, knowledge of electronic data processing systems, collection of evidence and extensive testimony before the Federal Grand Jury and United States District Court. Assignments required a high degree of interaction with the public, the ability to assess situations rapidly and acquire the trust and cooperation of the contracted individuals. Received training and acquired skills in general investigative techniques, computer crimes, personal computers, the collection and preservation of evidence, photography, arrest techniques, foreign counter intelligence, terrorism, the use of firearms and defensive tactics. Was assigned to the Sacramento and New York offices of the FBI.

In 1982, while working as a Special Agent in Sacramento, participated in the successful apprehension of a gang of kidnappers and the safe return of an infant who had been taken for ransom. Special Agent Price acted as the chief contact with the family working on media coverage, contact with the kidnappers, and liaison with the local law enforcement officers.

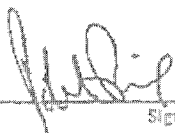
While working in the New York Division of the FBI, was assigned to investigate major business fraud involving international con men, shell banks, commodities, and art fraud. During 1985, was responsible for the investigation, indictment, and subsequent conviction, of the partners and salespeople of a Wall Street commodities futures brokerage involving the theft of millions of dollars from investors. This investigation earned Special Agent Price a personal commendation from then United States Attorney Rudolph Giuliani, and former FBI Director William Webster.

From 1985 – 1986, was assigned in an undercover capacity to attempt the apprehension of a notorious fugitive financier in Europe.



**CERTIFICATION  
REQUEST FOR PROPOSALS (RFP) NO. 2-1415  
INVESTIGATION SERVICES**

I certify that I have read the attached Request for Proposals – (RFP) NO. 2-1415 INVESTIGATION SERVICES and the instructions for submitting an RFP. I further certify that I must submit one (1) original and three (3) copies of the contractor's proposal in response to this request, completed Certification by Contractor Criminal Records Check, W9, form, Non Collusion Declaration, Tobacco Use, Pricing Sheet, and, Conflict of Interest Certification, and that I am authorized to commit the contractor to the proposal submitted.

  
\_\_\_\_\_  
Signature  
CEO  
\_\_\_\_\_  
Title  
11440 W Bernardo Ct, San Diego, CA 92127  
\_\_\_\_\_  
Address  
858 485-1711  
\_\_\_\_\_  
Telephone  
September 22, 2014  
\_\_\_\_\_  
Date  
rprice@esi-int.com  
\_\_\_\_\_  
E-Mail Address

Robert Price  
\_\_\_\_\_  
Typed or Printed Name  
ESI International, Inc.  
\_\_\_\_\_  
Company  
11440 W Bernardo Ct, San Diego, CA 92127  
\_\_\_\_\_  
Address  
858 485-8859  
\_\_\_\_\_  
Fax

If you are bidding as a corporation,  
please provide your corporate seal  
here:

**CERTIFICATION BY CONTRACTOR**  
**CRIMINAL RECORDS CHECK**  
**AB 1610, 1612 and 2102**


To the Governing Board of Capistrano Unified School District:

I, ESI International, Inc. certify that:  
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at San Diego, California on 9/22/14.  
Date

  
Signature

Robert Price

Typed or printed name

CEO

Title

11440 W Bernardo Ct, San Diego, CA 92127

Address

858 485-1711

Telephone

## 7. Insurance

ESI maintains insurance in the amounts required by this contract. Upon award ESI will provide a certificate with the required endorsement.

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)  
**ESI International, Inc.**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
☐ Individual/sole proprietor  
☒ C Corporation  
☐ S Corporation  
☐ Partnership  
☐ Trust/estate  
☐ Limited liability company. Enter the tax classification (C or S corporation, partnership) ▶  
☐ Other (see instructions) ▶

Exemptions (see instructions)  
 Exempt payee code (if any)  
 Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)  
**P.O. Box 270759**

City, state, and ZIP code  
**San Diego, CA 92188**

Requester's name and address (optional)  
**Capistrano Unified School District**

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-			-	

Employer identification number								
3	3	-	0	6	6	4	6	1

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ **9/23/14**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
 Future developments. The IRS has created a page on [irs.gov/w9](http://irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
  - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
  - An estate (other than a foreign estate), or
  - A domestic trust (as defined in Regulations section 301.7701-7).
- Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

CONFLICT OF INTEREST CERTIFICATION

All proposers/contractors shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME Robert Price  
SIGNATURE AND DATE [Signature] 9/22/14  
TITLE OF OFFICER CEO  
NAME OF COMPANY ESI International, Inc.

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team member(s) or consultant(s) been employed by the DISTRICT in the last three years? [Yes] ☒ [No] If your answer is "Yes", please provide the following information:

- a. Were you a full-time employee? [Yes] [No]  
Part-Time employee? [Yes] [No]  
As-Needed employee? [Yes] [No]  
Consultant? [Yes] [No]  
Or other, please

Explain: \_\_\_\_\_

- b. What were the date(s) of your employment/employment contract/consulting contract?  
c. In which department(s) of DISTRICT did you work?  
d. Who was/were your Supervisor(s)?  
e. Please describe your job duties and responsibilities for each DISTRICT position held?  
f. What was your last date of employment?

2. Do any Board of Education Member(s) or District employee(s) have a business position or serve as an Officer(s), Partner(s) or Shareholder(s) in your company? [Yes] ☒ [No] If the answer is "Yes", please provide the following information:

- a. What is the name of the Board Member(s) or employee(s)?

b. What is his/her position with your company?

c. If a Board of Education Member(s) or employee(s)/Shareholder(s) - what percentage of your company's shares does he/she own?

3. Are any of your former employee(s), (Consultants) presently employed by the DISTRICT? [Yes]  
☒ NO If the answer is "Yes", please provide the following information for each such employee(s).

a. What is the name of the former employee(s)?

b. What was his/her title at your company?

If he/she held more than one position(s) with your company, please provide the title of each position(s) held.

c. Please describe his/her duties and responsibilities for each position(s) held at your company?

d. What were the date(s) of his/her employment?

I declare under the Penalty of Perjury under the laws of the State of California that the above mentioned statements are true and correct to the best of my knowledge, and this declaration was executed on this 22 day of Sept, 2014 ; in

San Diego, CA  
(City) (State)

  
(Signature)

Robert Price

CEO (Printed Name)

(Title)

**NONCOLLUSION DECLARATION**  
**IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 7106**

The undersigned declares:

I am the CEO of ESI International, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/22/14 [date], at San Diego [city], CA [state].



Signature

Robert Price

Print Name





TOBACCO USE POLICY

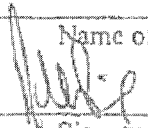
In the interest of public health, the Capistrano Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Capistrano Unified School District. Failure to abide with conditions could result in the termination of this agreement.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement; the Bidder agrees to abide by the terms.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I will adhere to the requirements of the policy.

ESI International, Inc

\_\_\_\_\_  
Name of Bidder

  
\_\_\_\_\_  
Signature

9/22/2014  
\_\_\_\_\_

Date

### PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT a summary of the estimated costs suitable for detailed review and analysis. The Proposer shall complete the Price/Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Agreement. Hourly rates shall remain fixed for the duration of the contract period.

Title	Hourly Rate
Principal Investigator - Robert Price	\$165.00
Principal Investigator - Sandra Price	\$165.00
Investigator - Lisa Price	\$115.00
Investigator - Erin Foat	\$115.00
Investigator - Laura Price	\$115.00

ESI International, Inc.

Print Name of Contractor

Robert Price, CEO

Representative

31-0664616 California PI 19450

Federal I.D. #/License

  
Authorized Signature

September 22, 2014

Date

**AMENDMENT NO. 3 TO PROFESSIONAL SERVICE AGREEMENT  
ICA 1314065**

**WITH**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AT IRVINE**

Professional Service Agreement No. ICA 1314065 with Capistrano Unified School District and The Regents of the University of California at Irvine called for an original contract period of September 26, 2013, through September 25, 2014 and was extended on August 27, 2014 for a period of September 26, 2014, through September 25, 2015. On September 9, 2015, ICA 1314065 was extended for the period of September 26, 2015, through September 25, 2016.

The contract with Capistrano Unified School District and The Regents of the University of California at Irvine, shall be amended to reflect the rates on the fee schedule as shown in Exhibit A to the Amendment No. 3 Agreement and total contract amount increased for additional services requested by the District estimated to be \$52,400.

Except as set forth in this Amendment, and Board approved on September 25, 2013 and August 27, 2014, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**The Regents of the University of  
California at Irvine**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: November 18, 2015    Date: \_\_\_\_\_

**Child Behavior Pathways Services – 2015-2016**  
**In Effect – 10-26-15**

**School-based Social Skills Service - \$3,500**

Total Class Time (30 min x 8 sessions)	4 hours
Total Prep/Admin time (60 min x 8 sessions)	8 hours
<i>Total time for primary facilitator</i>	<i>12 hours</i>
Hourly rate	\$225 per hour
<i>Subtotal</i>	<i>\$2,700</i>

Two facilitators for group size 4-7 children	
Cost per additional facilitator	\$50 per session
Total additional cost*	\$400

\*Additional facilitator(s) required for groups larger than 7 children. The rate will remain at \$400 per each additional facilitator required to maintain prescribed child-to-staff ratio.

<b>Total cost for 8 week class (up to 7 children with two facilitators)</b>	<b>\$3,100</b>
<b>Total cost for 8 week class (up to 10 children with three facilitators)</b>	<b>\$3,500</b>

In addition to administration of the basic social skills curriculum, facilitators will work with classroom staff to ensure awareness of curriculum content and support efforts to generalize skills from group to classroom.

**COPE Parent Education Services - \$3,200**

Group rate: **\$3,200**

Rate covers up to 20 families

Inclusion of concurrent social skills service requires separate service fee

**COPE Associated Social Skills - \$4,580**

Rate covers 9-week (2 class hours per week) social skills service for up to 15 children\* ages 3-5 in association with the COPE Parent Education service.

Staffing includes:

- 1 Social Skills Coordinator
- 1 Social Skills Team Lead
- 3 Social Skills Providers

\*Child participation in program subject to inclusion/exclusion criteria and may be determined via brief phone screening with parent during enrollment.

### **Training Services - \$175/hr**

Training rate: \$175 per hour with 2-hour minimum per training

Proposed topics:

- Behavior Intervention Strategies for Staff – 1.5 hours
- Managing Challenging Behaviors for Parents – 2 hours

### **Mental Health Specialist Services - \$80/hr**

Mental Health Specialist Classroom Support Services to include:

- Participation in monthly Behavior Support Team meetings
- Classroom-based behavioral assessments
- Developing and implementation-support for customized classroom-based behavior intervention plans

**EXTENSION NO. 2 TO PROFESSIONAL SERVICE AGREEMENT  
ICA 1314065**

**WITH**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AT IRVINE**

Professional Service Agreement No. ICA 1314065 with Capistrano Unified School District and The Regents of the University of California at Irvine called for an original contract period of September 26, 2013, through September 25, 2014 and was extended on August 27, 2014 for a period of September 26, 2014, through September 25, 2015.

The contract with Capistrano Unified School District and The Regents of the University of California at Irvine, shall be extended an additional twelve (12) months, covering the period of September 26, 2015, through September 25, 2016, at the rates shown in Exhibit A to this Extension No. 2 Agreement, and is estimated to be \$5,000.

Except as set forth in this Amendment, and Board approved on September 25, 2013 and August 27, 2014, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**The Regents of the University of  
California at Irvine**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: September 9, 2015    Date: \_\_\_\_\_

## EXHIBIT A

### Child Behavior Pathways – Training/Meeting Options

#### Staff Training

Confirmed presenters: Addie Velasquez and Rosa Santoyo

Topic: Intensive Behavior Support Strategies

This interactive training could include topics such as: Behavior Intervention, ABC's, self-regulation, social emotional support, toolbox strategies

Proposed time frame: 4 hours each – 3 sessions, Friday June 5 (12-4 pm), Monday June 8 (12-4 pm), Friday June 12 (8-12 am)

Final Cost: \$2,400

#### Parent Meeting

Possible Presenters: Brett Patterson

Topic: Stress Management for Parents

This meeting could include topics such as: social/emotional support for the transition, self-regulation, individual support (you had some great ideas you mentioned)

Time Frame: 2 hours – 1 session, June 10, or 11<sup>th</sup> 6:30-8:30

Final Cost: \$500

#### Child Study Team Coaching

Presenter: Rhysa Suh

Topic: Assisting the Study Team Process

This meeting could include topics such as: a systematic approach to providing classroom support, techniques in observations, and reflective questions for teachers, coaching staff to recognize management issues

Time Frame: 2 hours each – 2 sessions, June 16 8:30-10:30, June 17 8:30-10:30

Final Cost: \$600

AMENDMENT NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT  
ICA 1314065

WITH

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AT IRVINE

Independent Contractor Agreement No. ICA 1314065 with Capistrano Unified School District and The Regents of the University of California at Irvine 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 Consultant under this Agreement shall not exceed \$3,500 annually for additional services requested by the District as described in Exhibit A and at the corresponding rates therein. 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 September 25, 2013, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

The Regents of the University of  
California at Irvine

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: June 24, 2015

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



## EXHIBIT A

### Child Behavior Pathways – Training/Meeting Options

#### Staff Training

Confirmed presenters: Addie Velasquez and Rosa Santoyo

Topic: Intensive Behavior Support Strategies

This interactive training could include topics such as: Behavior Intervention, ABC's, self-regulation, social emotional support, toolbox strategies

Proposed time frame: 4 hours each – 3 sessions, Friday June 5 (12-4 pm), Monday June 8 (12-4 pm), Friday June 12 (8-12 am)

Final Cost: \$2,400

#### Parent Meeting

Possible Presenters: Brett Patterson

Topic: Stress Management for Parents

This meeting could include topics such as: social/emotional support for the transition, self-regulation, individual support (you had some great ideas you mentioned)

Time Frame: 2 hours – 1 session, June 10, or 11<sup>th</sup> 6:30-8:30

Final Cost: \$500

#### Child Study Team Coaching

Presenter: Rhysa Suh

Topic: Assisting the Study Team Process

This meeting could include topics such as: a systematic approach to providing classroom support, techniques in observations, and reflective questions for teachers, coaching staff to recognize management issues

Time Frame: 2 hours each – 2 sessions, June 16 8:30-10:30, June 17 8:30-10:30

Final Cost: \$600

EXTENSION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT  
PSA 1314065

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AT IRVINE

The Professional Services Agreement PSA 1314065 with Capistrano Unified School District and The Regents of the University of California at Irvine, called for an original contract period of September 26, 2013, through September 25, 2014.

The contract with Capistrano Unified School District and The Regents of the University of California at Irvine, shall be extended an additional twelve (12) months, covering the period September 26, 2014, through September 25, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$1,000.

Except as set forth in this Extension Agreement, and Board approved on September 25, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: 

Signature

Clark Hampton

Print name

Deputy Superintendent,  
Business & Support Services

Title

CONSULTANT

The Regents of the University of  
California at Irvine

By: 

Signature

Brant Yancey

Print Name

Acting Director, Purchasing & Risk Mgmt

Title

Date: 6-3-2015

Date: 6-1-15

Board approved August 27, 2014

## EXHIBIT A

### Pathways for Community Education and Outreach (Teacher Education):

Recognizing that the behavioral patterns young children develop today will affect their opportunities to learn for the rest of their lives, Child Behavior Pathways offers training opportunities for teachers and early childcare providers. Teacher trainings offer:

- Up-to-date techniques for nurturing happy and successful students.
- Support the social and emotional development and classroom behavior
- Support a collaborative relationship between parents and schools

#### BEHAVIOR MANAGEMENT CURRICULUM FOR EDUCATORS

The core behavior support curriculum begins with a prerequisite class entitled *Heading Off Difficult Behaviors off at the Pass: A Proactive Model*. This two- to three-hour seminar introduces effective prevention-based techniques designed to decrease behavioral problems in the preschool classroom. Topics include:

- Managing teacher frustration and anger
- Recognizing triggers that may cause challenging behaviors
- Using healthy relationships to manage behavior
- Establishing positive reinforcement systems in the classroom
- Effectively using program structure, transitional warnings and transitional activities

The second class in this series is entitled *Introduction To Functional Assessment: Changing Behavior Patterns In The Preschool Classroom*. This two-hour seminar provides preschool teachers with an effective, systematic model for assessing difficult behaviors and developing comprehensive intervention plans. The seminar covers:

- Selecting appropriate target behaviors
- Defining target behaviors
- Collecting and evaluating behavioral data
- Determining why a behavior pattern is maintained
- Developing and implementing purposeful and feasible multi-level intervention plans

Teacher Training is at no cost due to parent referrals

### (Parent Outreach):

Recognizing that the behavioral patterns young children develop today will affect their opportunities to learn for the rest of their lives, Child Behavior Pathways offers training opportunities for parents that assist them in achieving school success for their children.

FEE Schedule

The fee schedule is \$175 per training hour for established curriculum offerings. This includes prep time and materials for up to 20 participants.

Proposed Teacher Trainings: (No Cost, honorarium - \$400.00)

October 25 - 4:30-7:30

November 19 - 4:30-7:30

Proposed Parent Trainings: (\$350/20 people, estimated \$700/class)

November 20 - 6:30-8:30

March 20 - 6:30-8:30

Proposed ECP Conference (\$1050.00 estimated 5 hours)

Possible additional classes

Dr. H. L. Patterson, Ph.D.

Parenting Skills Training

1. Parenting Skills Training

2. Parenting Skills Training

3. Parenting Skills Training

4. Parenting Skills Training

5. Parenting Skills Training

6. Parenting Skills Training

7. Parenting Skills Training

8. Parenting Skills Training

AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT  
NO. PSA 1314065

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AT IRVINE

Professional Service Agreement No. PSA 1314065 called for services to be rendered at the rates shown in the agreement. This amount may be increased by mutual agreement of both parties by written amendment.

The Professional Service Agreement No. PSA 1314065 shall be amended by special conditions as shown in Exhibit A.

Except as set forth in this Amendment, and Board approved on September 25, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

The Regents of the University of  
California at Irvine

By: 

Signature

By: 

Signature

Terry Flueni

Rick Coulon, ARM

Print Name

Director

Material & Risk Management

Director, Purchasing

Title

Date: 1/25/14

Date: 12/19/13

## SPECIAL CONDITIONS

Contract PSA 1314065

The Regents of the University of California at Irvine

Delete Section 2. A in its entirety and replace with the following:

"It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's employees or assigned personnel shall be entitled to any benefits payable to employees of the District. The District is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant will be issued a Form 1099 for its services hereunder."

Delete Section 7.A. in its entirety and replace with the following:

"This section intentionally left blank."

Delete Section 10 in its entirety and replace with the following:

"The Consultant, shall defend, indemnify and hold harmless the District, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Consultant, its officers, employees, or agents.

The District shall defend, indemnify and hold harmless the Consultant, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees, or agents.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion."

Delete Section 12.F in its entirety and replace with the following:

"District acknowledges and accepts that Consultant is self-insured for the limits of insurance requested herein and District accepts this self-insurance in lieu of the insurance required herein."

Delete Section 12.E in its entirety and replace with the following:

"District accepts Consultant's online Certificate of Self-Insurance Coverage (<http://www.ucirp.edu/risk-services/files/pub/s/annex-certificate-self-ins.pdf>), in lieu of the requirements herein."

Add to Section 13 the following to the beginning of the first paragraph:

"Upon reasonable notice and during normal business hours"

Delete Section 24 in its entirety and replace with the following:

"Neither party shall use any name, trademark, or service mark of the other party without first having received written consent to such use."

Add to Section 30 the following to the beginning of the first paragraph:

"Subject to each party's indemnification obligations under this Agreement"



## PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of September 16, 2011, by and between Capistrano Unified School District, located at 3422 Villa Road, San Juan Capistrano, California 92675 ("the District") and the consultant named below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

### THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AT IRVINE

WHEREAS, DISTRICT is authorized by Section 4314 and 4360 of the California Government Code in 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 (hereafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

**Scope of Work/Services.** Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit "A", and incorporated herein by that 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 \$1,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

**Term of Agreement.** The term of this Agreement is for one year commencing September 16, 2011 to September 15, 2012 with the option to extend annually by mutual agreement and upon Board approval for as many such terms as it deems a total of five (5) years as allowed by Education Code (EC) section 7566.

**Additional Terms.** This Agreement contains all the terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications and associated Purchase Orders, 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 and any additional terms set forth in such items.

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

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

DISTRICT  
By: [Signature]  
Name: Tony Hunt  
Title: Director Purchasing  
Board Approval Date: 9/23/11

CONSULTANT  
By: [Signature]  
Name: Rich Coulson  
Title: Chairman  
Address: University of California, Irvine

Email Address: RCoulson@uci.edu

FEIN/SSN: \_\_\_\_\_

As Attestated By: [Signature]

Information on Agreement (11-01)  
Contract Legal Services





## EXHIBIT A

### Pathways for Community Education and Outreach (Teacher Education):

Recognizing that the behavioral patterns young children develop today will affect their opportunities to learn for the rest of their lives, Child Behavior Pathways offers training opportunities for teachers and early childcare providers. Teacher trainings offer:

- Up-to-date techniques for nurturing happy and successful students.
- Support the social and emotional development and classroom behavior
- Support a collaborative relationship between parents and schools

#### BEHAVIOR MANAGEMENT CURRICULUM FOR EDUCATORS

The core behavior support curriculum begins with a prerequisite class entitled *Heading Difficult Behaviors off at the Pass: A Proactive Model*. This two- to three-hour seminar introduces effective prevention-based techniques designed to decrease behavioral problems in the preschool classroom. Topics include:

- Managing teacher frustration and anger
- Recognizing triggers that may cause challenging behaviors
- Using healthy relationships to manage behavior
- Establishing positive reinforcement systems in the classroom
- Effectively using program structure, transitional warnings and transitional activities

The second class in this series is entitled *Introduction To Functional Assessment: Changing Behavior Patterns in The Preschool Classroom*. This two-hour seminar provides preschool teachers with an effective, systematic model for assessing difficult behaviors and developing comprehensive intervention plans. The seminar covers:

- Selecting appropriate target behaviors
- Defining target behaviors
- Collecting and evaluating behavioral data
- Determining why a behavior pattern is maintained
- Developing and implementing purposeful and feasible multi-level intervention plans

Teacher Training is at no cost due to parent referrals

### (Parent Outreach):

Recognizing that the behavioral patterns young children develop today will affect their opportunities to learn for the rest of their lives, Child Behavior Pathways offers training opportunities for parents that assist them in achieving school success for their children.

FEE Schedule

The fee schedule is \$175 per training hour for established curriculum offerings. This includes prep time and materials for up to 20 participants.

Proposed Teacher Trainings\* (No Cost, honorarium - \$400.00)

October 29 - 4:30-7:30

November 19 - 4:30-7:30

Proposed Parent Trainings\* (\$350/20 people, estimated \$700/class)

November 20 - 6:30-8:30

March 20 - 6:30-8:30

Proposed ECP Conference (\$1050.00 estimated 5 hours)

Possible additional classes:

Dr. H. L. Patterson, Ph.D.

Parenting Skills Training

1. All 1st-5th graders

2. 6th-8th graders

3. 9th-12th graders

4. All 1st-12th graders

5. All 1st-12th graders

6. All 1st-12th graders

7. All 1st-12th graders

8. All 1st-12th graders

9. All 1st-12th graders

10. All 1st-12th graders

**AMENDMENT NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT  
ICA 1415058**

**WITH**

**BRAIN BUILDERS EDUCATIONAL PROGRAMS**

Independent Contractor Agreement No. ICA 1415058 with Capistrano Unified School District and Brain Builders Educational Programs called for services to be rendered at the rates shown in the agreement.

The total cost of services under this contract requested by the District and provided by the Consultant is estimated to be \$39,000 for additional services requested by the District to supplement ICA 1415058.

Except as set forth in this Amendment, and Board approved on April 22, 2015, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Brain Builders Educational  
Programs**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: November 18, 2015    Date: \_\_\_\_\_

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT  
CONTRACT NO. ICA 1415058**

**WITH**

**BRAIN BUILDERS EDUCATIONAL PROGRAMS**

The Independent Contractor Agreement ICA 1415058 with Capistrano Unified School District and Brain Builders Educational Programs, called for the original contract period of July 24, 2014 through June 30, 2015.

The contract with Capistrano Unified School District and Brain Builders Educational Programs shall be extended an additional twelve (12) months, covering the period July 1, 2015 through June 30, 2016, at the rates shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$8,000.

Except as set forth in this Extension Agreement, and Board approved on July 22, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

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

Signature

Lynh N. Rust

Executive Director, Contracts & Purchasing

Brain Builders Educational Programs

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

Signature

Shane Veeva

Print Name

Title

Board Approval Date: 4-22-15

Date: 6/4/2015

# EXHIBIT A

Brain Builders Educational Programs  
Moulton Elementary School 2015-2016  
Engineering with LEGO Bricks School Integration Price Sheet

# Students	Fee/student/day	# of Weeks							
		6	7	8	Price Break at 9 weeks	9	10	11	12
300	\$ 8.00	\$ 14,400.00	\$ 16,800.00	\$ 19,200.00	\$ 7.50	\$ 20,250.00	\$ 22,500.00	\$ 24,750.00	\$ 27,000.00
400	\$ 7.50	\$ 18,000.00	\$ 21,000.00	\$ 24,000.00	\$ 7.00	\$ 25,200.00	\$ 28,000.00	\$ 30,800.00	\$ 33,600.00
500	\$ 7.00	\$ 21,000.00	\$ 24,500.00	\$ 28,000.00	\$ 6.50	\$ 29,250.00	\$ 32,500.00	\$ 35,750.00	\$ 39,000.00
600	\$ 6.50	\$ 23,100.00	\$ 27,300.00	\$ 31,200.00	\$ 6.00	\$ 32,400.00	\$ 36,000.00	\$ 39,600.00	\$ 43,200.00
700	\$ 6.00	\$ 25,200.00	\$ 29,400.00	\$ 33,600.00	\$ 5.50	\$ 34,650.00	\$ 38,500.00	\$ 42,350.00	\$ 46,200.00



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of July 23, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

### BRAIN BUILDERS EDUCATIONAL PROGRAMS

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$ 8,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing July 24, 2014, through June 30, 2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date \_\_\_\_\_

**CONTRACTOR**

Signature: [Signature]

Name: Shane Vee Ra

Title: C/O

Address: PO Box 2787

Costa Mesa, CA 92628

Email Address: Shane@BrainBuildersEd.org

FEDIN SSN: 27-4907532

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**Moulton Elementary**  
**Engineering with LEGO Bricks**  
**School Integration Program with Brain Builders Educational Programs**

**Our Vision:** To enable youth to think independently and achieve their goals!

**Our Mission:** We will accomplish our vision by offering classes that follow these 3 guidelines:

1. *Goal Setting* - Creating goals that students can achieve
2. *Teaching Concepts* (i.e. science, math, logic, critical thinking) - Teaching students concepts that they can apply to achieve their goals
3. *Creating an Interactive Environment* – Providing students with a hands-on environment where they can tangibly accomplish their goals

**Our Goal:** Providing Moulton Elementary school with our Engineering with LEGO Brick classes during school hours.

**Benefits:** As students apply themselves in engineering skills, our classes will help increase:

- Executive functioning skills
- Critical thinking
- Analysis
- Application of Concepts
- Re-evaluation
- Problem Solving
- Mechanics
- Spatial Recognition
- Motor Skills
- Patience & perseverance
- Learning from mistakes
- Conceptual thinking
- Independent thinking
- Good Sportsmanship
- Increased self confidence
- Goal setting
- Accomplishment
- Creativity

Our hope is that from their experience and what they learn in class, students will be able to apply these skills in different areas of life. Our goal is not just to “tell” students about concepts, but it is to enable students to apply new concepts both in class and in life!

**Teaching Methods:** We believe that the best teaching method is a balance between structure and creativity. Within each themed class, lessons and projects are specific and structured according to the session. Within the goals or build, the students then are able to use what they learned and their creativity to engineer a project to complete the challenge.

- Our pre-k and kinder class are non-competitive and we guide students through exploration and play in order to achieve the class goal while learning at their own pace.
- Our elementary (1<sup>st</sup>-5<sup>th</sup>) and middle school (6<sup>th</sup>-8<sup>th</sup>) classes introduce competition. However, we do this in a very encouraging way, emphasizing good sportsmanship and teamwork. Competition, guided in the proper way, helps students develop many important skills. Including, good sportsmanship, perseverance, learning by failure, humility, and having a good attitude.

We also believe that students learn best from a progressive curriculum, meaning lessons build upon each other leading up to the final goal. Much of our curriculum and projects are progressive and students are able to start on a simple project and end the class engineering a more advanced model.

**Class Structure (for elementary and up classes):**

1. Classes start with the introduction of concepts in physics, math, engineering, and/or science which pertain to the class project.
2. Students are introduced with many fun challenges ranging from easy to difficult.
3. Students engineer with LEGO® bricks in order to pass the challenges.

We offer instructions and examples for our basic builds and encourage the students to expand on their projects with the concepts they learned in class in order to complete the harder challenges.

Students will be building from organized, "engineering boxes" which has appropriate pieces for all our projects.

**Our Instructors:** Safety is our number one concern when working with adolescents so, all of our instructors are screened and fingerprinted through the DOJ and FBI. Beyond that, they are also checked on internet searches and popular social networking sites. Depending on what school districts, they are also CPR & first aid certified. We also hold meetings every 2 weeks to keep instructors in tip-top shape, so that students will benefit the most from their experience!

**Curriculum:** We have many different classes, however, here are the recommended ones for the first couple of classes along with a sample 7 week curriculum outline.

Curriculum is appropriate for all grades as the challenges have varying degrees of difficulty. We can have all students on the same curriculum or different ones according to grade level. Up for further discussion.

**Super Structures:**

Concepts taught include joints, triangulation, force, columns, and bridge designs.

1. Strong Joints in engineering and construction
  - a. Students engineer a basic structure that can hold up against our "engineering hammer"
2. Strong Shapes and "bracing"
  - a. Using LEGO technic bricks, students engineer different shapes to discover which is the strongest. Then they learn how to "brace" the weak shapes.



### 3. Super Box Cannon Challenge

- a. Using concepts from the past 2 classes, students engineer a structure that can survive our box cannon!

### 4. Tall Towers and Load Bearing columns

- a. Students learn how to build a tall tower using load bearing columns that can hold a stack of books.

### 5. Cantilevers, what are they?

- a. Students learn about a cantilever and how they are used in everyday life.

### 6. Introduction to bridges

- a. Students learn different types of bridges including a beam, arch and a truss bridge.

### 7. Final day, strongest bridge challenge

- a. Students build their best bridge design and put it to the test against our bridge crusher, which measures the amount of force it takes to break the bridge!

### *Catapults & Trebuchets:*

Concepts taught include, levers, force, potential and kinetic energy, 1<sup>st</sup> law of thermodynamics, counterweight and angles.

#### 1. Levers

- a. What are they?

#### 2. Scales

- a. Students discover effects of arm length.

#### 3. Rubber band catapults

- a. Students build a working rubber band catapult

#### 4. Rubber band catapults day 2

- a. Working in teams, students create their own design

#### 5. Trebuchet

- a. Students build a trebuchet and discover counterweight and sling arms

#### 6. Students team up to design a catapult that can launch an object the furthest

#### 7. Final day competition

- a. Who can launch a LEGO brick the furthest!

### A day at Moulton, Class Structure

#### Open for discussion

- Meet 1 -2 days a week
- 1 grade per 6-8 day session
- Grade levels split throughout the year (example: Kindergarten for 7 weeks, then 1<sup>st</sup> grade for 7 weeks, etc.)
- Max of 1 class at a time (between 25-35 students)
- 3-4 classes per day, depending on amount of students
- 1 hour and 15 minute classes



**Side Notes:**

If we stick with one curriculum for all grades, we can also plan an end of the year engineering challenge that you can use as a fundraiser. For example, " \$50 to enter your team into Moulton's Catapult Challenge!" It would be a day where teams can come and compete against each other to see who can engineer the best project. We can have trophies and medals and the proceeds will go to Moulton Elementary.

**AMENDMENT NO. 1 TO FIELD SERVICES AGREEMENT  
FSA 1415147**

**WITH**

**LVH ENTERTAINMENT SYSTEMS**

Field Service Agreement No. FSA 1415147 with Capistrano Unified School District and LVH Entertainment Systems called for services to be rendered at the rates shown in the agreement.

The total cost of services as requested by the District under this contract and provided by the Consultant is estimated to be \$40,172 for additional services requested by the District to supplement FSA 1415147.

Except as set forth in this Amendment, and Board approved on January 14, 2015, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**LVH Entertainment Systems**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: November 18, 2015 Date: \_\_\_\_\_



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

**FIELD SERVICES AGREEMENT**

THIS CONTRACT is made and entered into this 15 day of January 2015, by and between LVH Entertainment System, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

The CONTRACTOR and the DISTRICT do hereby contract and agree as follows:

1. The Contractor shall furnish the District for an amount not to exceed \$32,000.00 the following:  
Tesoro High School - materials and labor to install new motorized front of house truss system  
\_\_\_\_\_  
\_\_\_\_\_
2. The term of the Contract shall begin on December 11, 2014 and end upon completion of work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Performing Arts or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

7. This Contract includes all Contract Documents as indicated below:

- ☒ W-9 Request for Taxpayer Identification Number and Certification
- ☒ Quote/Proposal, dated 10/6/2014
- ☐ Plans and Specifications/Scope of Work
- ☒ Worker's Compensation Certificate
- ☐ Purchase Order Number \_\_\_\_\_
- ☒ Liability Insurance Certificate
- ☒ Guarantee
- ☒ Certification by Contractor of Criminal Records Check
- ☒ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☐ Payment Bond \$ \_\_\_\_\_
- ☐ Faithful Performance Bond \$ \_\_\_\_\_
- ☒ California State Contractor's License Number \_\_\_\_\_
- ☒ Drug-Free Workplace Certification
- ☒ Tobacco Use Policy
- ☒ Other Compliance with Safety Regulations; DIR Registration No. \_\_\_\_\_

8. IN WITNESS WHEREOF, said parties have executed this Contract as of the date first written above.

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

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

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

Lynh N. Nguyen  
Print Name

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

Executive Director, Purchasing & Contracts  
Title

\_\_\_\_\_  
Title

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

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

(Corporate Seal, if Incorporated)



October 6, 2014

Mr. Clark Fisher  
 Capistrano Unified School District  
 33122 Valle Road  
 San Juan Capistrano, CA 92675

Re: LVH Contract #	14050.1
Project Site:	1 Tesoro Creek Rd., Las Flores, CA 92688
Property Owner:	Capistrano Unified School District
Customer/Owner Agent:	Tesoro High School / Clark Fisher

CA LICENSE #729046

Mr. Fisher:

Thank you for the opportunity to quote on this project.

LVH Entertainment Systems ("LVH") is willing to perform the following scope of work (the "project") for the price quoted and on the following terms and conditions. If acceptable, please sign and return this contract. LVH will not perform any work until a signed contract is received.

#### Scope of Work

- Install new motorized front of house truss system consisting of the following
  - Provide and install one (1) 2,100lb capacity pile wind winch for six (6) 1/4" galvanized aircraft cable lift lines.
  - Provide and install one (1) Standard up/down control station with hand held remote.
  - Provide and install six (6) 8" diameter loft blocks with mounting hardware and supplementary mounting steel.
  - Provide and install two (2) 1 1/2" schedule 40 black pipe battens 63'-0" long (one top & one bottom).
  - Provide and install one (1) pantograph system for cable management to include new cable for existing circuits.
  - Reuse existing connector strip and mounting hardware.

The price for the above work is:

**\$32,000.00**

*[Handwritten signature]*  
 10/10/14

The above work is estimated to require 2-3 week(s) of on-site installation. Equipment lead time is estimated at 6-8 week(s) after return of approved submittals. Submittal drawings require 4-6 week(s) after approval of contract and notice to proceed.

Sales tax is included in the above quoted prices. Permit fees are not included in the above quotation. LVH warrants all work performed by LVH for a period of one (1) year. All products are warranted by their respective manufacturer.

#### Terms and Conditions

The price is based upon LVH's normal work hours. Normal work hours are Monday through Friday, 6 a.m. to 4 p.m., holidays excluded. LVH Entertainment retains the right to work overtime on the project with no extra charges to customer should LVH Entertainment so choose. Overtime work chargeable to the Customer must first be authorized by the Customer in writing.

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The price quoted does not include permit or any governmental fees as may be required by local authorities or fees of electrical or structural engineers if required, unless otherwise noted.

The price does not include testing for, or removal of, any asbestos materials should this become necessary. LVH Entertainment reserves the right to keep its employees off of the job site without penalties of any kind should unexpected asbestos materials be encountered.

The price does not include paint and patch work unless specified.

The Customer has the right to request LVH to provide Payment and Performance bonds for the project; however, the cost of said bonds is not included in the price. If LVH is required to provide said bonds, the costs thereof shall be borne by the Customer.

These terms and conditions are conditioned upon the acceptance of this contract within 10 days and the commencement of work within 30 days from the above date unless the time is extended by the mutual consent of the parties hereto in writing.

All material used by LVH on the project is guaranteed to be as specified. All work by LVH is to be completed in a workman like manner according to standard practices. LVH warrants all work performed by LVH for a period of one year from completion of the work. The contractor shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.

Where the price of material, equipment, or energy increases significantly during the term of the contract through no fault of this contractor, the contract sum shall be equitably adjusted by change order. A significant price increase means a change in price from the date of the contract execution to the date of performance by an amount exceeding 10 percent. Such price increases shall be documented by vendor quotes, invoices, catalogs, receipts or other documents of commercial use.

Where the delivery of materials, including but not limited to copper wire and steel products, is delayed through no fault of the contractor, the owner shall not hold the contractor liable for costs associated with such delay.

The Customer is responsible for providing access to the project. The work area around and the path to the project must be free and clear of all debris or obstructions one day prior to start of work and continuing thereafter until completion. LVH will leave the project work area broom clean upon completion of its work.

LVH agrees to commence work and adhere to the schedule, if any, as indicated. However, LVH shall not be responsible for delays beyond its control, including but not limited to the following: failure of the appropriate governmental agency to issue all necessary building permits; acts of neglect or omission by the Owner or Owner's agent; acts of god; strikes, lockouts, boycotts, or other labor union activities; extra work ordered by the Customer or Owner; inability to secure material through regularly recognized channels; delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies; or for the acts of independent contractors. For each day of delay caused by an event beyond its control, LVH will be provided an additional day to complete its portion of the project, without penalty. Should the total number of delay days during the project exceed thirty (30) days, LVH will have the option of terminating this contract without penalty.

If, after work has been started, anything does occur that directly or indirectly prevents or otherwise delays the carrying on of the work as specified herein, including but not limited to strikes, accidents or other delays beyond LVH's control, LVH shall immediately be entitled to and must be paid the full amount of the reasonable value of the work that has been performed and the material that has been provided to the project.

Monthly progress billings will be made during the project based upon the amount of work completed and payment is due in full net 10 days from the date of invoice or request for payment. Some manufacturers of custom equipment may require deposits prior to manufacture or delivery. Customer hereby agrees to pay LVH any such deposits or prepayments on the same terms and conditions as the manufacturer's terms and conditions to LVH. Any balance is due and owing in full net 10 days upon completion of LVH's work on the project. No payment (including retention if applicable) due LVH shall be withheld due to the uncompleted work, actions or inaction of others. Accounts will be considered past due five (5) days after the due date. Past due accounts are subject to interest charges at a rate of 1.5% per month of amount outstanding (18% per annum). Late payments will be considered just cause for LVH to stop work on the project and will delay the completion date, if any, by an equal number of days that work is stopped.



LVH Entertainment will not be liable for any penalties or costs that may be incurred due to a work stoppage for the foregoing reason.

Any addition, alteration or deviation from the project specifications, including those required by an engineer, which involve extra costs, will be deemed extra work. Extra work will only be performed after a written change order has been signed by the Customer. The price for extra work will be LVH's reasonable cost of labor, materials and business overhead with a fifteen percent (15%) net profit.

In the event any legal action, suit or proceeding is brought by LVH to enforce the terms of this contract, LVH shall be entitled to recover, and Customer hereby agrees to pay, LVH's costs and expenses in connection therewith, including reasonable attorney's fees.


If legal action is brought against LVH Entertainment arising from the contract, the Customer agrees to defend and save LVH free and harmless from any loss or liability, of any nature whatsoever, arising out of or in any way connected with LVH's performance of this contract, except for loss or liability caused by LVH's willful misconduct or sole active negligence.

This is the only agreement between the parties. All verbal or written terms, conditions, proposals, opinions, representations, negotiations, and contracts made prior to the date of this contract have, where appropriate been made a part of this contract. The contract shall be binding on the heirs, administrators, executors, successors and assigns of the parties hereto. Except as specifically prescribed herein, this contract shall not create any rights in or confer benefits upon third parties. Except as otherwise provided for herein, no modification or change of the terms of this contract shall be binding on LVH unless approved in writing by an authorized officer of LVH.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

Dated: 10/6/14

By: LVH Entertainment Systems, License # 729046

  
\_\_\_\_\_  
[Signature]

David Pusatere / Estimator

\_\_\_\_\_  
[Name /Title]

**ACCEPTED BY:**

\_\_\_\_\_  
[Name of Company]

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

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

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Title]

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT  
PSA 1516054**

**WITH**

**ATKINSON, ANDELSON, LOYA, RUUD, & ROMO**

Professional Services Agreement No. PSA 1516054 with Capistrano Unified School District and Atkinson, Andelson, Loya, Ruud, & Romo, called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District under this contract and provided by the Consultant is estimated to be \$375,000 for additional services requested by the District to supplement PSA 1516054.

Except as set forth in this Amendment, and Board approved on September 9, 2015, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Atkinson, Andelson, Loya, Ruud, &  
Romo**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: November 18, 2015    Date: \_\_\_\_\_

# PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services RFQ 1-1516 Legal Services (General) is effective as of July 1, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

## ATKINSON, ANDELSON LOYA, RUUD & ROMO

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 legal services and advice; and

WHEREAS, District through RFQ No. 1-1516, selected Consultant to provide legal services, in the areas of Human Resources, General Education, Facilities, Special Education, Business Services, and Charter Schools.

WHEREAS, Consultant 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 "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 and awarded pursuant to RFQ No. 1-1516, which are both incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit "A" and incorporated herein by this reference. The total amount of services requested by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and is estimated not to exceed \$250,000 annually in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing July 1, 2015 and ending June 30, 2016, and may be extended in one-year increments by mutual agreement for a total term not to exceed five years, pursuant to 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.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: 

Name: Lynn N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: 09/09/15

CONSULTANT

Signature: 

Name: James Barea

Title: Partner

Address: 12800 Center Ct. Costa Mesa, CA

## GENERAL CONDITIONS

### 1. Compensation and Term

During the course of performing under this Agreement, Consultant shall submit to District monthly invoices for work and/or services performed during the preceding month. The invoices shall contain all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported payment request, District shall pay Consultant within thirty (30) days thereof. Within thirty (30) days of completion of all the Consulting Services provided for hereunder, Consultant shall submit to District a request for final payment together with all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported final payment request, District shall make final payment to Consultant within thirty (30) days thereof. All of the foregoing is subject to the right of District to review and/or audit all requests for payment, including the books and records of Consultant in connection therewith.

### 2. Independent Contractor

A. It is understood and agreed that Consultant (including Consultant's employees and agents) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's employees or assigned personnel shall be entitled to any benefits payable to District employees. District is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant will be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to defend, indemnify, and hold District harmless from claims by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, asserting that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement. (As used herein the term "services" shall include both services and additional services as such terms are defined elsewhere in this Agreement, including attachments.)

B. It is further understood and agreed by the Parties hereto that Consultant, in the performance of its obligations hereunder, is subject to the control and direction of District as to the designation of tasks to be performed and the results to be accomplished by the Consulting Services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use District facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, District does not require that Consultant use District facilities, equipment or support services or work in District locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's employees, assigned personnel and subcontractors.

D. Nothing in this Agreement shall be construed as to create an exclusive relationship between District and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit provided that there is no conflict with the performance of services hereunder.

3. Licenses, Permits, Etc.

Consultant represents and warrants to District that Consultant has all licenses, permits, qualifications, and approvals of whatsoever nature legally required for Consultant to practice its profession or provide all Consulting Services under the Agreement. Consultant represents and warrants to District that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession or provide such services under this Agreement.

4. Time

Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's Services obligations under this Agreement. Neither Party shall be considered in default of this Agreement, nor be entitled to additional compensation; to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

5. Consultant Not Agent

Except as District may specify in writing, Consultant and Consultant's personnel shall have no authority, express or implied, to act on behalf of or bind District in any capacity whatsoever as an agent. Consultant and Consultant's personnel shall have no authority, express or implied, to bind District to any obligations whatsoever.

6. Assignment Prohibited

No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

7. Consultant Information

A. District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: documents, writings, handwritings, typewriting, printing, Photostatting, photographing, computer models, and any other computerized data, and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds or symbols, or any combination thereof.

B. All proprietary and other information received from Consultant by District, whether received in connection with Consultant's proposal to District in connection with any services or additional services performed by Consultant, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to District, District shall give notice to Consultant of any request for the disclosure of such information. Consultant will then have five (5) days from the date it receives such notice to enter into an agreement with District, satisfactory to legal counsel for District, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by District in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

C. The Parties understand and agree that any failure by Consultant to respond or timely respond to the notice provided by District, and/or failure by Consultant to enter into or timely enter into an agreement with District, in accordance with the provisions of subsection B, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information will be disclosed by District pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance

Consultant shall perform all Consulting Services required pursuant to this Agreement in the manner and according to the standards and requirements observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature which Consultant delivers to District pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession. Consultant shall assign only competent personnel to perform Consulting Services pursuant to this Agreement. If District, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform Consulting Services pursuant to this Agreement, Consultant shall remove such person(s) immediately upon receiving notice from District of the desire of District for the removal of such person(s).

9. Termination For Convenience

District shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to Consultant. In the event District shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

A. In the event District shall terminate this Agreement for Convenience: Consultant shall promptly deliver to District copies of all information prepared pursuant to this Agreement.

B. District shall pay Consultant: (1) the hourly rates set forth in Exhibit "A" for all those hours worked up to the notice of termination; (2) the direct costs, if any, actually incurred and/or paid by Consultant for materials, copies, and the like, used in the direct performance of the Consulting Services of the Consultant under this Agreement; and (3) direct/actual costs as described in the preceding item number "(2)". The Parties agree that compensation payable to Consultant under a termination for convenience under this paragraph 9 is the exclusive remedy for any and all compensation and/or damages that Consultant may otherwise contend it is entitled to and District shall not in any manner be liable for lost profits which might have been made by Consultant had the Agreement not been terminated or had Consultant completed the Consulting Services required by this Agreement. In this regard, Consultant shall furnish to District such financial information as necessary in the judgment of the District before termination, and the decision of District shall be final. The foregoing is cumulative and does not affect any right or remedy which District may have in law or equity. All monies payable by District under this paragraph are subject to the right of District to audit all requests for payment, including the books and records of the Consultant in connection therewith.

10. Defense, Indemnity & Hold Harmless Obligations

A. Nature and Extent of Obligations

Consultant shall defend, indemnify, and hold harmless District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, of and from any and all demands, claims, suits, proceedings, causes of action,

damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with the performance of Consulting Services provided by Consultant under this Agreement, including, but not limited to:

1. Personal injury (including, but not limited to, bodily injury emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of District, Consultant, or any other person, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Consultant, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;
2. Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Consultant;
3. Alleged infringement of any patent rights which may be brought arising out of Consultant's design;
4. Consultant's failure to fulfill any of the provisions set forth in this Agreement;
5. Failure of Consultant to comply with the provisions of this Agreement relating to insurance; and,
6. Any violation or infraction by Consultant of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

**B. No Limitation Because of Insurance**

The defense, indemnity and hold harmless obligations set forth in paragraph 10 and elsewhere in this Agreement shall not be limited, impaired or diminished, in any way, by the insurance requirements set forth in this Agreement.

**C. Broadest Indemnity Possible**

With respect to the provisions of this paragraph 10, and in general, Consultant shall indemnify, hold harmless, and defend District (including its trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, from any and all liability, loss, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death, and property damage) incurred by District, Consultant, or any other person, and from any and all demands, and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of any negligent act or omission, recklessness, or willful misconduct on the part of Consultant, its officers, agents, employees, subcontractors, sub-consultants, or any other person or entity for whom Consultant is responsible, in connection with the performance of the Agreement. Consultant's obligations under the preceding sentence shall apply regardless of whether District or any of its officers, officials, employees, or agents are passively negligent, but shall not apply to any loss, liability, fines, forfeitures, costs or damages caused by the active negligence or by the willful misconduct of District.

**D. Defense, Indemnity, Hold Harmless and Professional Liability**

With respect to the provisions of paragraph 10(A), and specifically regarding professional liability, Consultant shall indemnify, hold harmless, and defend District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, of and from any and all demands, claims, suits, proceedings, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or

in connection with the performance of Consulting Services provided by Consultant under this Agreement arising, or alleged to have arisen, out of or in connection with the professional negligence, errors and omissions of the Consultant in the performance of the Agreement.

**E. Limitation**

Notwithstanding paragraphs 10(B) and 10(C), Consultant's indemnification of District shall not include indemnification for claims which arise as the result of the active negligence of District, or the sole negligence or willful misconduct of District, its agents, servants, or any independent contractors who are directly responsible to District, or for defects in design furnished by such persons, other than Consultant and its agents, consultants, and sub-consultants, or unless such claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant. Consultant's indemnification, hold harmless, and defense obligations toward the District shall be for all claims that arise out of, pertain to, or relate to the negligence, recklessness, willful misconduct, or breaches of this Agreement by Consultant, its officers, agents, employees, subcontractors, sub-consultants, or any other person or entity for whom Consultant is responsible in connection with the performance of this Agreement. It is the intent of this Agreement to provide the broadest enforceable defense, indemnity and hold harmless obligations of Consultant under California law. If any provision of this Agreement exceeds the restrictions of California law, that portion of this Agreement that exceeds the limits of the law shall be null and void and the remaining obligations shall remain fully enforceable.

**11. Equal Employment Opportunity**

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest, agrees as follows:

**A. Compliance With All Applicable Laws**

To the extent applicable to the Consulting Services provided under this Agreement, Consultant shall comply with the all applicable laws, rules and regulations.

**B. Nondiscrimination**

Consultant, with regard to the work performed by it after award and before completion of the Consulting Services provided pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in prohibited discrimination.

**C. [Reserved]**

**D. [Reserved]**

**E. Sanctions for Noncompliance**

In the event of noncompliance by Consultant with the nondiscrimination provisions of this Agreement, District shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to Consultant under this Agreement until Consultant complies; and/or
- (2) Termination of this Agreement, in whole or in part.

**F. Incorporation of Provisions**

Consultant shall include the provisions of Paragraphs 11(A) through 11(E) in every subcontract, unless statutorily exempted. Consultant shall take such action with respect to any subcontract or procurement as District may



direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant must immediately notify District of such litigation, threatened or otherwise, and may request that District enter such litigation to protect the interests of District.

**G. Consultant's Liability**

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude District from taking such other actions as are available to it under any other provision of this Agreement or the law.

**12. Insurance Requirements**

During the entire term of this Agreement, and for a minimum of a full three (3) years from the final completion of the Consulting Services under this Agreement, Consultant shall, at its own expense, maintain, and shall require any subcontractors to maintain insurance as set forth below:

**A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- 1) Insurance Services Office Form No. CG 0001 (Commercial General Liability);
- 2) Insurance Services Office Form No. CA 0001 (Ed. 1-87) (Automobile Liability, Code 1 "any auto");
- 3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance;
- 4) Professional Liability (Errors and Omissions) insurance, including Sexual Molestation and Abuse coverage against loss due to error, omission or malpractice, unless waived in writing by the District.

**B. Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- 4) Professional Liability (Errors and Omissions): \$1,000,000 combined single limit per claim and \$2,000,000 aggregate.

**C. Claims-Made Forms**

If the above insurance is written on a claims-made form, it shall continue for a full three years, at a minimum, following the final completion of the Consulting Services under this Agreement. Such insurance shall have a retroactive date of placement before or coinciding with the effective date of this Agreement.

**D. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by District.

**E. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain the following provisions:

**1) General Liability and Automobile Liability Coverages:**

a) Consultant's insurance coverage shall be primary insurance with respect to District, its officers, board members, officials, employees, agents or volunteers. Any insurance or self-insurance maintained by District, its officers, board members, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

b) District, its officers, board members, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of Consultant, and premises owned, leased or used by Consultant. The coverage shall contain no special limitations on the scope of the protection afforded to District, its officers, board members, officials, employees, agents or volunteers.

c) Failure to comply with reporting provisions of the policies shall not affect coverage provided to District, its officers, board members, officials, employees, agents and volunteers.

d) Coverage shall state that Consultant's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

**2) All Coverages:**

Each insurance policy required by this Agreement shall be endorsed to state that coverage's shall not be canceled except after thirty (30) days prior written notice has been given to District. In addition, Consultant agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to District and District approves the reduction in coverage or limits. Consultant further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to District and District approves such increase. Insurance is to be placed with insurers with a Best's rating of no less than "A." This requirement may however, be waived in individual cases for Errors and Omissions Coverages only, provided however, that in no event will a carrier with a rating of "B" or lower be acceptable.

**F. Self-Insured Entities**

District may, at its discretion, accept self-insurance as being in compliance with this section. In such case, Consultant agrees that it will defend and indemnify District, including its officers, board members, officials, employees, agents, and volunteers, to the same extent as it would Consultant or any other self-insured person or entity, and that it will treat District, including its officers, board members, officials, employees, agents, and volunteers, in all respects as if it were covered to the same extent as Consultant or any other self-insured person or entity. Self-insurance shall be subject to all requirements contained in this section. Alternatively, self-insured entities may purchase insurance covering District for all work performed and/or services rendered under this Agreement, provided such insurance complies with all the requirements of this section.

**G. Evidence of Insurance**

Before starting to provide any Consulting Services under this Agreement, Consultant shall provide District with certificates of insurance and/or executed endorsements, as District may require, evidencing compliance with this section. On request, Consultant shall furnish copies of any and/or all of the required insurance policies.

**13. Access to Work Product**

Duly authorized representatives of District shall have right of access to Consultant's records, relating to work commissioned by District, and may review the work at appropriate stages during performance of, and/or after the completion of, the Consulting Services.

**14. Compliance with Laws**

Consultant shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of the Consulting Services under this Agreement. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

**15. Integration**

Along with Exhibit "A" which is incorporated herein, this is an integrated Agreement, and contains all of the terms, considerations, understanding, and promises of the Parties. The Parties have each been represented by legal counsel regarding the negotiation and execution of this Agreement and it shall be read as a whole, integrated agreement.

**16. Conflict**

In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of Exhibit "A", or any other document included herein, the provisions of this Agreement shall govern.

**17. Notices**

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal services or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are stated in the agreement. Each Party shall promptly notify the other Party of any changes to its address, telephone number, or any other contact information.

**18. Survival**

Unless otherwise specifically provided, the covenants of this Agreement shall survive completion and acceptance of the Project by District and shall continue until fulfilled.

**19. Captions, Index**

The captions and the index of this Agreement shall have no effect on its interpretation.

**20. Singular and Plural**

Where required by the context of this Agreement, the singular shall include the plural and vice-versa.

**21. Severability**

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

**22. Work Days**

All reference to days in this Agreement refers to calendar days excluding Saturdays, Sundays and holidays.

**23. Independent Contractor**

Consultant is an independent contractor and is not a joint venture, partner, agent or employee of District.

**24. No Use of Mark or Name**

Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.

**25. Amendments, Etc.**

None of the terms, conditions, and provisions, of this Agreement may be amended, changed, modified, waived, canceled, or altered, in any way, orally or otherwise, except: (1) in writing; (2) signed by the parties hereto; (3) specifying such amendment, change, modification, waiver, cancellation, or alteration; and most importantly, (4) approved by District's Board of Trustees. A waiver of any breach of this Agreement shall not be deemed a waiver of any preceding or subsequent breach, whether similar or dissimilar. The failure of District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

**26. Entire Agreement**

This Agreement, together with the Exhibits hereto, and any later modifications as set forth in paragraph 25, is intended to be a fully integrated agreement and contains all the agreements of the parties hereto. It supersedes all other written or oral agreements. The parties acknowledge that at all times in the negotiation and execution of this Agreement that they have each been represented by their own independently selected legal counsel.

**27. Attorney's Fees**

In any action brought by either party to enforce the terms of this Agreement, the parties shall bear their own attorney's fees and costs.

**28. Consultant's Employees**

Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation District school sites, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.

**29. 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 the 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 29 C.

**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 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 29 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.

**30. No Limitations on Consultant Liability**

Notwithstanding any express or implied language to the contrary in Exhibit "A" or any other document attached hereto and incorporated herein, there shall be no limits on District's ability to recover damages from Consultant in the event of any claim, action, lawsuit, or other legal action by District against Consultant, and any language purporting to impose limits on recovery of damages is null and void, and of no effect, including any language purporting to increase liability for damages in exchange for additional payment or compensation to Consultant.

**31. Successors in Interest**

This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.

**REQUIRED DOCUMENTS AND CERTIFICATIONS**

"All checked items must be provided.

**Certificates of Insurance**

- ✓ 1. 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

OR

- ✓ Errors & Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by CUSD.
- ✓ 2. Business Auto Liability Insurance
- ✓ 3. Workers' Compensation and Employers Liability Insurance

Refer to Article 12. INSURANCE REQUIREMENTS

- ✓ Certification by Contractor Criminal Records Check

- ✓ W-9

- ✓ Conflict of Interest Form

## EXHIBIT A

## CAPISTRANO UNIFIED SCHOOL DISTRICT

## FEES/SERVICES SCHEDULE

RFQ NO. 1-1316  
GENERAL LEGAL SERVICES

## PRICING SHEET

The purpose of this form is to provide a standard format by which the proposer submits to CUSD a summary of the estimated costs suitable for detailed review and analysis.

The Proposer shall complete the Price/Cost Proposal in its entirety.


The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant Agreement. Hourly rates shall remain fixed for the duration of the contract period.

The number of hours listed below are for evaluation purposes only, and may vary. CUSD does not guarantee the number of hours.

Legal Area Human Resources

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$240	\$12,000
Sr. Associate	100	\$220	\$22,000
Associate	100	\$215	\$21,500
Paralegal	50	\$145	\$7,250
Total Price			\$62,750

Atkinson, Anderson, Loya, Rued & Romo / Anthony P. De Marco  
Print Name of Firm and Authorized Signer

  
Authorized Signature

95-3328600  
Federal I.D. #/License

May 18, 2015  
Date

aal/r

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## EXHIBIT A

CAPISTRANO UNIFIED SCHOOL DISTRICT

## FEES/SERVICES SCHEDULE

RFQ NO. 1-1416  
GENERAL LEGAL SERVICES

## PRICING SHEET

The purpose of this form is to provide a standard format by which the proposer submits to CUSD a summary of the estimated costs suitable for detailed review and analysis.

The Proposer shall complete the Price/Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant Agreement. Hourly rates shall remain fixed for the duration of the contract period.

The number of hours listed below are for evaluation purposes only, and may vary. CUSD does not guarantee the number of hours.

Legal Area General Education

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$240	\$12,000
Sr. Associate	100	\$220	\$22,000
Associate	100	\$215	\$21,500
Paralegal	50	\$145	\$7,250
Total Price			\$62,750

Atkinson, Anderson, Loya, Rudd & Rome / Anthony P. De Marco  
Print Name of Firm and Authorized Signer

  
Authorized Signature

95-3378600  
Federal I.D. # License

May 18, 2015  
Date



## EXHIBIT A

## CAPISTRANO UNIFIED SCHOOL DISTRICT

## FEES/SERVICES SCHEDULE

RPO NO. 1-1318  
GENERAL LEGAL SERVICES

## PRICING SHEET

The purpose of this form is to provide a standard format by which the proposer submits to CUSD a summary of the estimated costs suitable for detailed review and analysis.

The Proposer shall complete the Price/Cost Proposal in its entirety.


The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant Agreement. Hourly rates shall remain fixed for the duration of the contract period.

The number of hours listed below are for evaluation purposes only, and may vary. CUSD does not guarantee the number of hours.

Legal Area Facilities

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$240	\$12,000
Sr. Associate	100	\$220	\$22,000
Associate	100	\$215	\$21,500
Paralegal	50	\$145	\$7,250
Total Price			\$62,750

Atkinson, Anderson, Loya, Rued & Roma / Anthony P. De Marco  
Print Name of Firm and Authorized Signer

  
Authorized Signature

94-3378600  
Federal I.D. #/License

May 18, 2015  
Date

## EXHIBIT A

## CAPISTRANO UNIFIED SCHOOL DISTRICT

## FEES/SERVICES SCHEDULE

RPQ NO. 1-1314  
GENERAL LEGAL SERVICES

## PRICING SHEET

The purpose of this form is to provide a standard format by which the proposer submits to CUSD a summary of the estimated costs suitable for detailed review and analysis.

The Proposer shall complete the Price/Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant Agreement. Hourly rates shall remain fixed for the duration of the contract period.

The number of hours listed below are for evaluation purposes only, and may vary. CUSD does not guarantee the number of hours.

Legal Area Special Education

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$240	\$12,000
Sr. Associate	100	\$220	\$22,000
Associate	100	\$215	\$21,500
Paralegal	50	\$145	\$7,250
Total Price			\$62,750

Atkinson, Anderson, Loya, Rued & Roma / Anthony P. De Marco  
Print Name of Firm and Authorized Signer

  
Authorized Signature

95-3378600  
Federal I.D. # License

May 18, 2015  
Date

aa/r

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## EXHIBIT A

## CAPISTRANO UNIFIED SCHOOL DISTRICT

## FEES/SERVICES SCHEDULE

RFP NO. 1-1516  
GENERAL LEGAL SERVICES

## PRICING SHEET

The purpose of this form is to provide a standard format by which the proposer submits to CUSD a summary of the estimated costs suitable for detailed review and analysis.

The Proposer shall complete the Price/Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant Agreement. Hourly rates shall remain fixed for the duration of the contract period.

The number of hours listed below are for evaluation purposes only, and may vary. CUSD does not guarantee the number of hours.

Legal Area Business Services

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$240	\$12,000
Sr. Associate	100	\$220	\$22,000
Associate	100	\$215	\$21,500
Paralegal	50	\$145	\$7,250
Total Price			\$62,750

Atkinson, Andelson, Loya, Ruud & Romo / Anthony P. De Marco  
Print Name of Firm and Authorized Signer

  
Authorized Signature

95-3378600  
Federal I.D. #/License

May 18, 2015  
Date

**AMENDMENT NO. 1 TO MASTER CONTRACT AGREEMENT  
CONTRACT NO. MCA 1516118**

**WITH  
INTERMOUNTAIN**

Master Contract Agreement No. MCA 1516118 called for services to be rendered at the rates shown in the agreement.

The contract with Intermountain shall be amended to incorporate the new rates as shown in Exhibit A to this amendment effective July 1, 2015.

Except as set forth in this Amendment, and Board approved on October 14, 2015 all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Intermountain**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: November 18, 2015    Date: \_\_\_\_\_

# EXHIBIT A: RATES

CONTRACTOR Intermountain CONTRACTOR NUMBER 77-76422- 2015-2016  
6131122  
 (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 3 Classrooms If blank, the number shall be as determine by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$150.00</u>	<u>Per day (210 school days)</u>
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

## B. Related Services

(1) a. Transportation – Round Trip		
(2) a. Educational Counseling – Individual		
b. Educational Counseling – Group of _____		
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual		
b. Adapted Physical Education – Group of _____		
c. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Therapy – Individual	<u>\$ 111.00</u>	<u>Per session</u>
e. Language and Speech – Evaluation	<u>\$ 267.00</u>	<u>Per hour</u>
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)		
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual	<u>\$ 54.00</u>	<u>Per unit (15 minutes)</u>
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4 - 7		
e. Occupational Therapy – Evaluation	<u>\$135.00</u>	<u>Per hour</u>
(8) Physical Therapy		
(9) a. Behavior Intervention		
b. Behavior Intervention – Supervision		
Provided by: _____		
(10) Nursing Services	<u>\$ 45.00</u>	<u>Per hour</u>
(12) Residential Board and Care	<u>\$ 47.34</u>	<u>Per day (365d)</u>
(13) Residential Mental Health Services	<u>\$251.36</u>	<u>Per day (365d)</u>

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.



## MASTER CONTRACT AGREEMENT \*

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of October 15, 2015 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

### INTERMOUNTAIN

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2015 through June 30, 2016.

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

☒ Master Contract    ☐ Special Conditions    ☒ Required Documents and Certifications    ☒ Purchase Order(s)

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

"DISTRICT"

"CONTRACTOR"

By: \_\_\_\_\_  
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date: October 14, 2015

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Email address: \_\_\_\_\_  
 FEIN/SSN: \_\_\_\_\_

# EXHIBIT A: RATES

CONTRACTOR Intermountain CONTRACTOR NUMBER 77-76422- 2015-2016  
6131122  
 (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 3 Classrooms If blank, the number shall be as determine by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

A. Basic Education Program/Special Education Instruction  
Basic Education Program/Dual Enrollment

Rate	Period
\$385.00	Per day

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual	\$ 111.00	Per session
	e. Language and Speech – Evaluation	\$ 267.00	Per hour
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual	\$ 54.00	Per unit (15 minutes)
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Evaluation	\$135.00	Per hour
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	Provided by: _____		
(10)	Nursing Services	\$ 45.00	Per hour
(12)	Residential Board and Care	Included in Basic Education	
(13)	Residential Mental Health Services	Included in Basic Education	

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.





Donation of Funds  
November 18, 2015

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Aliso Niguel High School PTSA	\$6,139.80	Turnitin.com Subscription	Aliso Niguel High School
City of Laguna Niguel	\$8,000.00	Drug Testing Program	Aliso Niguel High School
City of Aliso Viejo	\$1,000.00	Intervention Classes	Aliso Viejo Middle School
Aliso Viejo Middle School PTSA	\$1,300.00	Lunch Time Activities	Aliso Viejo Middle School
Aliso Viejo Middle School PTSA	\$1,500.00	Before and After School Programs	Aliso Viejo Middle School
San Juan Capistrano Education Foundation	\$7,080.00	Field Trip	Ambuehl Elementary School
Arroyo Vista Elementary School PTA	\$6,500.00	Field Trips	Arroyo Vista Elementary School
Arroyo Vista Elementary School PTA	\$4,106.48	Meet the Masters Program	Arroyo Vista Elementary School
Kroger	\$183.33	Instructional Materials	Bathgate Elementary School
Bathgate Elementary School PTA	\$2,406.25	Field Trips	Bathgate Elementary School
Bernice Ayer Middle School PTSA		Smart Board	Bernice Ayer Middle School
Michael and Tracy Weller		iPad	Bernice Ayer Middle School
City of Aliso Viejo	\$500.00	Science Lab	Canyon Vista Elementary School
Chaparral Elementary School	\$31,961.00	Instructional Assistants & Librarian	Chaparral Elementary School
Concordia Elementary School PTA	\$5,397.73	Instructional Materials	Concordia Elementary School
Concordia Elementary School PTA	\$1,000.00	Instructional Assistants	Concordia Elementary School
Concordia Elementary School PTA	\$236.00	Field Trips	Concordia Elementary School
Chevron via DonorsChoose		iPod Touch 16GB	CUSD Primary Music Program
The Redden Family	\$2,130.76	Instructional Materials	Dana Hills High School
Don Juan Avila Elementary School PTA	\$22,000.00	Primary Music	Don Juan Avila Elementary School
Don Juan Avila Elementary School PTA	\$10,890.00	Student Supervisors	Don Juan Avila Elementary School
Don Juan Avila Elementary School PTA	\$6,735.00	Art Masters	Don Juan Avila Elementary School
United Way	\$130.00	Instructional Materials	Don Juan Avila Elementary School
Don Juan Avila Middle School PTA	\$1,000.00	Projector	Don Juan Avila Middle School
George White Elementary School PTA	\$14,380.33	Computer Lab Assistant	George White Elementary School
DoTopia	\$60.00	Community Support Campaign	Hidden Hills Elementary School
DoTopia	\$60.00	Community Support Campaign	Hidden Hills Elementary School
Janell Bartzatt	\$125.00	Early Childhood Program	Hidden Hills Elementary School-Learning Links
Nicholas and Kerri Shantar	\$125.00	Early Childhood Program	Hidden Hills Elementary School-Learning Links
Lisa Castanos	\$125.00	Early Childhood Program	Hidden Hills Elementary School-Learning Links
Susan Saucedo	\$125.00	Early Childhood Program	Hidden Hills Elementary School-Learning Links
Laura Openshaw	\$125.00	Early Childhood Program	Hidden Hills Elementary School-Learning Links

Donation of Funds  
November 18, 2015

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Stephanie Poli	\$125.00	Early Childhood Program	Hidden Hills Elementary School-Learning Links
Discovery Science Center	\$440.00	Field Trip Transportation	Las Flores Elementary School
Las Flores Middle School PTA	\$10,918.50	Chromeblocks	Las Flores Middle School
Bergeson Elementary School PTA	\$2,000.00	Homework Club Teachers	Marian Bergeson Elementary School
Gicela Castirol		Violin Outfit	Niguel Hills Middle School
Oso Grande Elementary School PTA	\$299.56	Art Grant	Oso Grande Elementary School
Kroger	\$43.43	Instructional Materials	Palisades Elementary School
Kroger	\$115.23	Instructional Materials	Philip Reilly Elementary School
Richard R. Monroe		Pick-up Truck	San Clemente High School
San Juan Elementary School PTA	\$816.48	Two-Way Radios	San Juan Elementary School
Kroger	\$0.35	Instructional Assistants	Tijeras Creek Elementary School
Kroger	\$62.71	Instructional Assistants	Tijeras Creek Elementary School
Tijeras Creek Booster Club	\$2,500.00	Science Camp	Tijeras Creek Elementary School
Tijeras Creek Elementary School PTA	\$2,227.88	Meet the Masters Program	Tijeras Creek Elementary School
Forster Ranch Education Foundation	\$11,400.00	Science Camp	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$5,397.73	Instructional Materials	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$823.23	Music Stands and Rack	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$1,445.00	Imagination Machine	Truman Benedict Elementary School
Vista del Mar Elementary School PTA	\$26,812.50	Science Camp	Vista del Mar Elementary School
Vista del Mar Elementary School PTA	\$16,500.00	Music Program and Teacher	Vista del Mar Elementary School
VdM MAKO Educational Foundation	\$26,505.00	Instructional Assistants	Vista del Mar Elementary School
VdM MAKO Educational Foundation	\$16,500.00	Music Program and Teacher	Vista del Mar Elementary School
Juice It Up	\$568.00	Instructional Materials	Vista del Mar Middle School
Kim Gibson		Chromeblock	Wagon Wheel Elementary School
	\$260,822.28		

**Authorization of Coaches to Provide First Semester Physical Education Credit  
November 18, 2015**

**ALISO NIGUEL HIGH SCHOOL**

Last	First	Sport
Barnett	Keith	Basketball - B
Butler	Peter	Volleyball - G
Biggs	Paul	Golf
Colwell	Greg	Wrestling
Davis	Stacy	Pep Squad
Hanson	Craig	Baseball
Lynch	Eric	Water Polo - G
Middlebrook	Stacy	Cross Country - G
Puffer	John	Water Polo - B
Riach	Tom	Basketball - G
Walsh	John	Cross Country - B
Weinberg	David	Marching Band
Westling	Kurt	Football

**CAPISTRANO VALLEY HIGH SCHOOL**

Last	First	Sport
Addison	Chad	Cross Country B, Pep Squad, Soccer - G, Softball, Tennis - G, Volleyball - G
Bordner	Rich	Wrestling
Bucher	Ernie	Football
Gustafson	Ryan	Football/Sport 9
Higginson	Pat	Water Polo - G
Mulligan	Brian	Basketball - B
Poncedeleon	Bianca	ROP Dance
Schultz	Brian	Surfing
Sorrell	Jason	Soccer - B
Tribe	Josh	Football
Waldakut	Andy	Marching Band, Aux Group
Yancey	Kendra	Basketball - G

**DANA HILLS HIGH SCHOOL**

Last	First	Sport
Casey	Brittany	SOCSA (Musicals)
Compean	Leonardo	Soccer - B
Cosenza	Brandon	Softball
Desiano	Tom	Basketball - B
Forster	Glen	Golf
Georgia	Dave	Basketball - G, Soccer - G, Water Polo - G
Green	Justin	Tennis
Kauo	Joe	Football
Ortiz	Ashley	Cheer
Rosa	Matthew	Swimming - B, Water Polo - B
Sampson	Tim	Surf
Skinner	Phil	Football
Stinson	Rick	Stand Up Paddle
Wade	Steve	Drum Line

**SAN CLEMENTE HIGH SCHOOL**

Last	First	Sport
Brown	Rich	Wrestling
Hamro	Jon	Basketball - G, Softball, Volleyball - G
Hurlbut	Mike	Golf - G
Johnson	Daniel	Cross Country
Knaup Noble	Amy	Cheer, Pep Squad
Popovich	Marc	Basketball - B
Proodian	Dave	Cross Country - G
Soto	Tony	Marching Band
Stephens	John	Tennis - G

**SAN JUAN HILLS HIGH SCHOOL**

Last	First	Sport
Beilstein	Cambria	Drama
Briggs	Charles	Football
Efstathiou	Jason	Basketball - B
Flowers	Aaron	Football
Gonzalez	Armando	Football
King	Emily	Pep Squad
McElroy	Dean	Marching Band
Moore	Farrell	Soccer
Nolan	Cat	Cross Country
Roberts	Nate	Surfing
Wooten	Jeremey	Baseball

**TESORO HIGH SCHOOL**

Last	First	Sport
Brail	Rick	Baseball
DiLeo	Tim	Tennis - G
Garrett	Steve	Basketball - B
Gibson	Mike	Water Polo - B
Johnstone	Van	Golf - G
Magana	Andy	Marching Band
Olinger	Cathy	Marching Band
Pinon	Ryan	Surfing
Polk	Rich	Volleyball - B & G
Poston	Matt	Football
Seale	David	Football
Skaff	Don	Soccer - B



# EXHIBIT A

## CAPISTRANO UNIFIED SCHOOL DISTRICT

### BID SUMMARY

BID NO. 1516-06

### CNG FUELING DISPENSER AT ALISO VIEJO TRANSPORTATION CENTER

Bid Opening: October 27, 2015, 10:00 a.m.  
CUSD Education Center  
Jefferson Conference Room  
33122 Valle Road  
San Juan Capistrano, CA 92675

	CONTRACTOR	ATTENDED JOBWALK October 19, 2015	BID
1	Amtek Construction	X	\$990,998.00
2	Diversified Project Services	X	\$1,053,663.00
3	Fastech	X	\$777,829.00
4	GP Strategies	X	\$813,210.00
5	Tomco LLC	X	\$822,728.83



## **MEMORANDUM OF UNDERSTANDING SCHOOL-BASED DENTAL CARE**

It is the mission of Elliot Paul Schlang, DDS, Professional Corporation ("Provider") to improve the quality of children's lives by providing preventive and, when appropriate, restorative dental services ("Services") to children who do not have regular access to this care. Preventive services include dental exams, cleanings, fluoride treatments, x-rays and sealants, where applicable. Restorative dental services include fillings, pulpotomies (a root canal on baby teeth), extractions of baby teeth, and crowns.

The purpose of this Memorandum of Understanding, School-Based Dental Care ("MOU") is to establish the terms of the agreement between the Provider and the Capistrano Unified School District ("District") under which Provider will deliver Services on-site at schools within the District ("Schools") to District students ("Students").

### **Provider agrees:**

- To provide Services to Students who have requested Services at Schools, subject to the terms and conditions of this MOU, on dates to be mutually agreed upon by Provider and District (each, a "Clinic Date"). Preventative services will be available immediately, followed by restorative services that will be available January 2016. As part of a donated care program, the Provider will also provide uninsured Students with basic preventative dental services, including screenings, cleanings, and fluoride.
- To provide Services to Students through licensed dentists, dental hygienists, dental assistants, and/or x-ray technicians ("Dental Team Members") who are in good standing with applicable licensing or regulatory bodies. Provider will furnish the names of the Dental Team Members who will provide Services at Schools to the District. Upon request, Provider will deliver copies of Dental Team Member certifications and/or licenses to the District.
- To provide the District and/or Schools with a sufficient number of consent forms for the provision of Services ("Consent Forms") and the Provider's Health Insurance Portability and Accountability Act ("HIPAA") Notice of Privacy Practices for distribution to Students and/or their parent(s) or guardian(s).
- To provide each School a list of Students seeking Services at that School on the Clinic Date. Provider reserves the right to cancel or reschedule a Clinic Date if less than a minimum number of required students (approximately 25) have requested services on the Clinic Date.
- To provide each Student who receives Services a written report to take home to his or her parent(s) or legal guardian(s) ("Report") that describes the Services provided and includes a phone number to contact for any questions regarding the Services provided. To the extent requested by the District and permitted by law, Provider will furnish copies of the Report to the District and/or School. Provider will make additional copies of the Report, x-rays, and other dental information available to the Student's parent(s) or guardian(s), the Student's health care providers, and others upon request and to the extent authorized by law.
- For each Student for whom Provider has diagnosed the need for restorative dental treatment, to provide said Student with a referral list (provided and approved by District) of local Providers and/or locations where Student could go to receive restorative dental services.

### **District agrees:**

- To distribute Consent Forms to Students in the Fall and Spring semesters of each school year and at other times upon request, to collect Consent Forms from Students in advance of the Clinic

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Date, and to deliver completed Consent Forms to the Provider as far in advance of the Clinic Date as reasonably possible. The Student's parent(s) or guardian(s) will be instructed to return Consent Forms in a manner that protects the confidentiality of the Student's protected health information. District or School personnel may not review completed Student Consent Forms and must deliver them to Provider in a manner that protects the confidentiality of this information.

- To provide usable space in the applicable School on the Clinic Date that is sufficient for Provider to furnish the Services.
- To assist as needed in the transport of Students seeking Provider's Services to and from their classroom and the Dental Team's School location.
- To work directly with Provider's management services company, ReachOut Healthcare America (RHA), in the administration and implementation of this MOU. Provider has delegated to RHA responsibility for the performance of many of Provider's administrative tasks required under this MOU.

#### **Other Terms and Conditions**

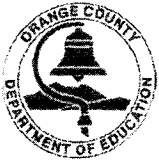
1. Term. This MOU is effective for two years commencing December 1, 2015 and will be available for renewal at the option of the parties for additional one-year terms thereafter unless terminated in accordance with this Section. Either party may terminate this MOU with thirty (30) days written advance notice of termination to the other party.
2. Payment. Provider is responsible for billing and collecting payment for its Services from Student's third party payor(s), parent(s) or guardian(s), as applicable. District will not pay Provider for its Services.
3. Insurance. Provider will secure and maintain a Commercial General Liability Policy (including coverage for contractual liability with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim. Provider will secure and maintain Malpractice Errors and Omissions Policy with limits of One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate. Provider will secure and maintain Business Automobile Liability Insurance for automobiles owned, leased or hired by Provider with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. Provider will deliver a copy of such insurance policies to District upon request. Provider will further provide all required worker's compensation insurance for its employees, if any. All of the insurance policies described in this Section will be maintained at Provider's expense.
4. Indemnification. Provider will defend, indemnify, and hold harmless the District and its agents, contractors, employees, and governing board members, from and against all claims, damages, losses, and expenses (including, but not limited to attorney's fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of the Provider or its respective agents, contractors, or employees. To the extent permitted by law, District will defend, indemnify, and hold harmless the Provider and its agents, employees, and contractors, from and against all claims, damages, losses, and expenses (including, but not limited to attorney's fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of the District or its respective agents, contractors, employees, or governing board members. The obligations described in this Section are not exclusive and will not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party, person, or entity described in this paragraph.
5. Compliance with Law and District Policy. The parties will adhere to all applicable laws, regulations, and District policies in the performance of their respective responsibilities under this MOU, including but not limited to HIPAA. District will notify Provider of such laws, regulations, and policies applicable to its Services, including Dental Team background check requirements, before the



beginning of each school year or at least three (3) months prior to the applicable Clinic Date, whichever is later.

<b>PROVIDER:</b>  <u>Elliot Paul Schlang, DDS, PC</u>  By: _____  Name: <u>Elliot Schlang, DDS</u>  Title: <u>Owner and President</u>	<b>DISTRICT:</b>  <u>Capistrano Unified School District</u>  By: _____  Name: _____  Title: _____
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## 2015-2016 Quarterly Report Williams Legislation Uniform Complaints

**District:** Capistrano Unified School District

**District Contact:** Rich Montgomery

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

- |  |                                |                                       |
|--|--------------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> Quarter #1 | July 1 to September 30, 2015   | <b>Report due by October 30, 2015</b> |
| <input 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	1	1	0
CAHSEE Intensive Instruction & Services (high schools only)	0	0	0
<b>TOTALS</b>	<b>1</b>	<b>1</b>	<b>0</b>

Name of Superintendent: Kirsten M. Vital

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

Date: 10/13/15

**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**  
San Juan Capistrano, California

**Personnel Activity List Board of Trustees Regular Meeting of November 18, 2015**  
**Classified Employees**

**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Badger, Jonathan	ASB Worker	Personal	09/20/2013	10/27/2015
2. Macias, Maria	FS Worker	Voluntary	01/14/2013	11/13/2015
3. McGrail, Ashley	IF-Sp Ed	Voluntary	11/15/2012	11/06/2015
4. Norgren, Erica	Inst Asst	Other Employment	10/19/2011	10/23/2015
5. Reifenstein, Kristina	ASB Worker	Voluntary	02/13/2014	10/27/2015

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
6. Kato, Wendi	Int Office Asst (12mo/30hpw)	\$2,816.56 mo	R25-1	11/19/2015
7. Kissel, Jennifer	Executive Secretary (12mo/40hpw)	\$55,637.00 yr	CONF R25-1	11/09/2015
8. Levinson, Kathleen	Academic Advisor (10.75mo/40hpw)	\$3,605.43 mo	R35-1	11/30/2015
9. Williams, Vivienne	Supv IV, Transp Operations (12mo/40hpw)	\$80,032.00 yr	MGMT R36-20	11/19/2015

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
10. Mathews, Marcos	Theater Tech (9.5mo/17.5hpw)	\$23.53 hr	R40-1	11/30/2015
11. Unzueta Jr., Richard	Boys' Athletic Equip/Locker Room Attendant (9.5mo/30hpw)	\$17.07 hr	R27-1	11/16/2015
12. Zibas, Kristen	Literacy Intervention Asst (10.5mo/17.5hpw)	\$16.66 hr	R26-1	11/19/2015

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
13. Baha, Mariam	Student Supvr	\$10.00 hr		11/19/2015
14. Barrow, Karin	LVN	\$18.38 hr	R30-1	11/19/2015
15. Becker, Estela	IF-Sp Ed	\$15.09 hr	R22-1	10/23/2015
16. Begil, Jacqueline	Clerk	\$15.47 hr	R23-1	10/22/2015
	Int Office Asst	\$16.25 hr	R23-5	

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 18, 2015  
Classified Employees

**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
17. Boone, Vicki	FS Worker	\$12.38 hr	R14-1	10/22/2015
18. Broadhead, Lisa	Clerk	\$15.47 hr	R23-1	10/22/2015
19. Brucker, Molly	Inst Asst-Sp Ed	\$14.36 hr	R20-1	11/19/2015
	IF-Sp Ed	\$15.09 hr	R22-1	
20. Cappello, Mitzi	IF-Sp Ed	\$15.09 hr	R22-1	10/23/2015
21. Caruso, Christi	Inst Asst-Sp Ed	\$14.36 hr	R20-1	11/19/2015
	IF-Sp Ed	\$15.09 hr	R22-1	
22. Cruz, Laura	Inst Asst-Sp Ed	\$14.36 hr	R20-1	11/19/2015
	IF-Sp Ed	\$15.09 hr	R22-1	
23. Edgmon, April	Elem Library Media Tech	\$15.85 hr	R24-1	11/19/2015
24. Golden, Jessica	IF-Sp Ed	\$15.09 hr	R22-1	10/23/2015
25. Grulkowski, Susan	Presch Teacher	\$15.47 hr	R23-1	09/01/2015- 09/30/2015
26. Hernandez, Kariely	Student Super	\$10.00 hr		10/29/2015
27. Johnson, Marcia	Clerk	\$15.47 hr	R23-1	11/19/2015
28. Larmand, Matthew	Student Super	\$10.00 hr		11/19/2015
29. Marchi, Sarah	LVN	\$18.38 hr	R30-1	11/19/2015
30. Martin, Mary	Inst Asst-Presch	\$15.47 hr	R23-1	11/19/2015
31. Mckenzie, Sheri	Inst Asst-Sp Ed	\$14.36 hr	R20-1	11/19/2015
	IF-Sp Ed	\$15.09 hr	R22-1	
32. Messick, Victoria	Inst Asst-Sp Ed	\$14.36 hr	R20-1	11/19/2015
	IF-Sp Ed	\$15.09 hr	R22-1	
	IBI Asst/Tutor	\$15.85hr	R22-1	
33. Miller, Marie	Inst Asst-Sp Ed	\$14.36 hr	R20-1	11/19/2015
	IF-Sp Ed	\$15.09 hr	R22-1	
34. Nguyen, Dung	Elem Library Media Tech	\$15.85 hr	R24-1	11/19/2015
35. Orellana, Marina	Student Supvr	\$10.00 hr		11/19/2015
36. Owens, Melissa	Elem Library Media Tech	\$15.85 hr	R24-1	11/19/2015
37. Talafus, Ryan	IF-Sp Ed	\$15.09 hr	R22-1	10/23/2015
38. Turi, Cristyl	Inst Asst-Sp Ed	\$14.36 hr	R20-1	11/19/2015
	IF-Sp Ed	\$15.09 hr	R22-1	
<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
39. Jacobson, Gregory	Sch Bus Driver Trainee	\$9.00 hr		07/14/2014- 07/18/2014
40. Robinson, Leseann	Student Supvr	\$10.00 hr		08/25/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 18, 2015  
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**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
41. Winterbottom, Kelsey	Student Supvr	\$10.00 hr		09/04/2015

**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
42. Buich, Ivan	Water Polo, Girls' Varsity (Head)	San Juan Hills HS	\$ 3,367.00	11/01/2015- 02/05/2016
43. Casarrubias, Tommy	Soccer, Boys' Varsity (Asst)	San Juan Hills HS	\$ 2,693.00	11/01/2015- 02/05/2016
44. Cox, Caliee	Basketball, Girls' Varsity (Asst)	San Juan Hills HS	\$ 3,142.00	11/01/2015- 02/05/2016
45. Eaton, Patrick	Volleyball, Girls' Varsity (Asst)	Tesoro HS	\$ 2,693.00	08/25/2015- 11/04/2015
46. Fasola, Pattie	Cross Country, Girls' Varsity (Head)	Tesoro HS	\$ 3,367.00	08/25/2015- 11/06/2015
47. Harberts, Cassie	Basketball, Girls' Varsity (Asst)	Aliso Niguel HS	\$ 3,142.00	11/07/2015- 02/10/2016
48. Hildebrand, Brian	Football, Varsity (Asst)	Tesoro HS	\$ 3,591.00	08/25/2015- 6/10/2016
49. Husbands, Kerri	Basketball, Girls' Varsity (Head)	San Clemente HS	\$ 3,591.00	11/09/2015- 02/12/2016
50. Murphy, Patrick	Volleyball, Girls' Varsity (Asst)	San Clemente HS	\$ 2,693.00	08/12/2015- 11/06/2015
51. Navabpour, Cyrus	Soccer, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 2,693.00	11/23/2015- 02/11/2016
52. Peeler, Danielle	Water Polo, Girls' Varsity (Asst)	Capistrano Valley HS	\$ 2,693.00	11/23/2015- 02/11/2016
53. Phelps, Darren	Cross Country, Boys' Varsity (Head)	Tesoro HS	\$ 3,367.00	08/25/2015- 11/06/2015
54. Pierce, Carrie	Water Polo, Girls' Varsity	Dana Hills HS	\$ 3,367.00	11/09/2015- 02/12/2016
55. Powell, Neil	Soccer, Girls' Varsity (Head)	Capistrano Valley HS	\$ 3,367.00	11/23/2015- 02/11/2016
56. Saenz, Derek	Volleyball, Girls' Varsity (Head)	Capistrano Valley HS	\$ 3,367.00	09/01/2015- 11/05/2015
57. Soto, Mario	Soccer, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 2,693.00	11/23/2015- 02/11/2016

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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>
58. Souza, Dan	Trainer	San Clemente HS	\$ 3,591.00	08/21/2015-06/10/2016
59. Sundin, Lindsey	Basketball, Girls' Varsity (Head)	Aliso Niguel HS	\$ 3,591.00	11/07/2015-02/10/2016
60. Takahashi, Roger	Football, JV/Soph (Head)	Tesoro HS	\$ 3,142.00	08/25/2015-11/06/2015
61. Trevino, Rick	Wrestling, Girls' Varsity (Asst)	Aliso Niguel HS	\$ 2,693.00	11/07/2015-02/10/2016
62. Troiano, Kyle	Water Polo, Boys' Varsity (Asst)	Tesoro HS	\$ 2,693.00	08/25/2015-11/06/2015
63. Vazquez, Edgar	Soccer, Boys' Varsity (Asst)	San Juan Hills HS	\$ 2,693.00	11/01/2015-02/05/2016
64. Walcott, Mike	Football, Varsity (Asst)	Tesoro HS	\$ 3,591.00	08/25/2015-11/06/2015
65. Walker, Lauren	Soccer, Girls' Varsity (Asst)	Aliso Niguel HS	\$ 2,693.00	11/07/2015-02/10/2016
66. Whieldon, Randy	Basketball, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 3,142.00	11/23/2015-02/12/2016

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
67. Ambrose, Cody	Soccer Girls' Varsity (Asst)	Capistrano Valley HS	\$ 2,693.00	11/01/2015-01/31/2016
68. Anderson, Darryl	Baseball, Varsity (Asst)	Capistrano Valley HS	\$ 3,142.00	02/01/2016-04/30/2016
69. Aronson, Lauren	Soccer, Girls'	Aliso Niguel HS	\$ 1,200.00	11/07/2015-02/10/2016
70. Barbour, Sean	Wrestling, (Asst)	Dana Hills HS	\$ 3,300.00	11/09/2015-02/02/2016
71. Brown, Rebecca	Tennis, Girls' (Asst)	Tesoro HS	\$ 2,800.00	08/25/2015-10/30/2015



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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
72. Caldwell, Kyle	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,591.00	08/17/2015- 10/31/2015
	Football, JV (Asst)		\$ 2,693.00	
	Football, Freshman (Asst)		\$ 2,244.00	
	Football, Varsity (Asst)		\$ 3,591.00	11/01/2015- 01/31/2016
	Football, JV		\$ 2,693.00	
73. Craig, Chance	Wrestling	Aliso Niguel HS	\$ 2,500.00	11/07/2015- 02/10/2016
74. Daw, Mackenzie	Cross Country, (Asst)	Aliso Niguel HS	\$ 3,100.00	09/28/2015- 11/04/2015
75. Devries, Natalie	Soccer, Girls'	Aliso Niguel HS	\$ 1,200.00	11/07/2015- 02/10/2016
76. Dollar, Chris	Golf, Girls' (Asst)	Capistrano Valley HS	\$ 2,244.00	08/17/2015- 10/31/2015
77. English, Michael	Water Polo, Boys (Asst)	Tesoro HS	\$ 1,500.00	08/25/2015- 11/06/2015
78. Forster, Jens	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,591.00	08/17/2015- 10/31/2015
79. Friedrichs, Kyle	Baseball, (Asst)	San Clemente HS	\$ 3,000.00	11/09/2015- 02/05/2016
80. Furmanski, Jake	Baseball, (Asst)	San Clemente HS	\$ 2,000.00	12/07/2015- 02/15/2016
81. Gambina, Nico	Basketball, Boys' JV (Asst)	Aliso Niguel HS	\$ 2,200.00	11/07/2015- 02/10/2016
82. Ganz, Jonah	Basketball, Boys' Freshman (Head)	Aliso Niguel HS	\$ 2,200.00	11/07/2015- 02/10/2016
83. George, Tyler	Water Polo, Girls' Varsity (Asst)	Capistrano Valley HS	\$ 2,693.00	11/01/2015- 01/31/2016
84. Grasso, Jimmy	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,591.00	08/17/2015- 10/31/2015
85. Hosseini, Anthony	Football, Freshman (Asst)	Aliso Niguel HS	\$ 2,000.00	08/18/2015- 11/10/2015
86. Jacobs, Phil	Football, (Asst)	Tesoro HS	\$ 2,244.45	08/25/2015- 11/06/2015
87. Johnson, Sarah	Water Polo, Girls' (Asst)	Dana Hills HS	\$ 5,400.00	06/22/2015- 07/23/2015

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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
88. Kaveh, Mehdi	Wrestling	Aliso Niguel HS	\$ 1,200.00	11/07/2015- 02/10/2016
89. Keeler, Jeremiah	Soccer, Freshman	Tesoro HS	\$ 600.00	08/25/2015- 11/06/2015
90. King, Matt	Basketball, Boys' (Asst)	San Clemente HS	\$ 2,500.00	11/09/2015- 02/12/2016
91. Kirchmeyer, Tom	Football, (Asst)	Tesoro HS	\$ 2,693.34	08/25/2015- 11/06/2015
92. Kolodziej, Katherine	Volleyball, Girls' (Asst)	Tesoro HS	\$ 2,244.45	08/25/2015- 11/04/2015
93. Little, Sean	Basketball, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 3,142.00	11/01/2015- 01/31/2016
94. Maldonado, Angel	Soccer, Boys'	Aliso Niguel HS	\$ 1,200.00	11/07/2015- 02/10/2016
95. Mast, Harrison	Wrestling	Aliso Niguel HS	\$ 2,500.00	11/07/2015- 02/10/2016
96. Matsushima, Madi	Water Polo, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 2,696.00	09/01/2015- 10/31/2015
97. Mays, Jeff	Volleyball, Girls' Varsity (Asst)	Capistrano Valley HS	\$ 2,693.00	08/17/2015- 10/31/2015
98. McCulloch, Carli	Water Polo, Girls'	Aliso Niguel HS	\$ 2,600.00	11/07/2015- 02/10/2016
99. Merritt, Cruz	Wrestling, (Asst)	Dana Hills HS	\$ 1,500.00	11/09/2015- 02/02/2016
100. Murphy, Kevin	Basketball, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 3,142.00	11/01/2015- 01/31/2016
101. Ortiz, Helio	Soccer Boys' Freshman/Soph	San Juan Hills HS	\$ 1,000.00	11/01/2015- 02/05/2016
102. Peeler, Dani	Water Polo, Girls' Varsity (Asst)	Capistrano Valley HS	\$ 2,693.00	08/25/2015- 10/31/2015
103. Portillo, Danny	Cross Country, Boys' Frosh/Soph	Capistrano Valley HS	\$ 2,244.00	08/25/2015- 10/31/2015
104. Powell, Chris	Water Polo, Girls' Varsity (Head)	San Clemente HS	\$ 3,000.00	10/14/2015- 11/07/2015
105. Powell, Neil	Soccer, Girls' JV	Capistrano Valley HS	\$ 2,693.00	07/01/2015- 07/31/2015
	Soccer, Girls' Freshman		\$ 2,244.00	
	Soccer, Girls' Varsity		\$ 3,366.00	

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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>
106. Presta, Brandon	Soccer, Boys' (Asst)	Capistrano Valley HS	\$ 2,693.00	07/01/2015- 07/31/2015
	Soccer, Boys' Varsity (Asst)		\$ 2,693.00	11/01/2015- 01/31/2016
107. Renden, Tim	Water Polo, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 2,693.00	08/17/2015- 10/31/2015
108. Ricci, David	Football, Varsity	Capistrano Valley HS	\$ 3,591.00	11/01/2015- 01/31/2016
	Football, JV		\$ 2,693.00	
109. Roh, Kyle	Wrestling, (Asst)	Dana Hills HS	\$ 2,200.00	11/09/2015- 02/02/2016
110. Roquemore, Scott	Athletic Trainer	Capistrano Valley HS	\$30,000.00	08/10/2015- 05/31/2016
111. Saenz, Derek	Volleyball, Girls' Frosh/Soph	Capistrano Valley HS	\$ 2,244.00	08/25/2015- 10/31/2015
112. Schooler, Clinton	Football, Freshman (Asst)	Dana Hills HS	\$ 3,000.00	08/03/2015- 11/06/2015
113. Smetona, Sean	Basketball, Boys' (Asst)	San Clemente HS	\$ 2,600.00	11/09/2015- 02/12/2016
	Basketball, Girls' (Asst)		\$ 2,600.00	11/09/2015- 02/12/2016
114. Smith, Camille	Volleyball, Girls' JV	Capistrano Valley HS	\$ 2,244.00	08/25/2015- 10/31/2015
115. Soto, Matthew	Cross Country, Boys' (Asst)	Capistrano Valley HS	\$ 2,244.00	08/17/2015- 10/31/2015
116. Soza, Robert	Soccer, Boys' JV (Asst)	Aliso Niguel HS	\$ 3,000.00	11/07/2015- 02/15/2016
117. Twaddell, Brianna	Color Guard	Aliso Niguel HS	\$ 5,000.00	08/15/2015- 06/30/2016
118. Way, Brian	Soccer, Boys'	Aliso Niguel HS	\$ 1,200.00	11/07/2015- 02/10/2016
119. White, Sean	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,591.00	08/17/2015- 10/31/2015
120. Wise, Trevor	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,591.00	08/17/2015- 10/31/2015

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**APPROVE EMPLOYMENT PENDING CLEARANCES**

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
1. Condon, William	Groundskeeper (12mo/40hpw)	\$2,959.14 mo	R27-1	11/19/2015
2. Strange, Amy	Sr Staff Secretary (12mo/40hpw)	\$3,787.96 mo	R37-1	11/19/2015

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
3. Abrego-Green, Ambar	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.47 hr	R23-1	11/19/2015
4. Aldama, Yessica	FS Cashier (9.5mo/15hpw)	\$13.01 hr	R16-1	11/19/2015
5. Angotti, Irene	IF-Sp Ed (9.5mo/17.5hpw)	\$15.09 hr	R22-1	11/19/2015
6. Babayani, Anita	IF-Sp Ed (9.5mo/30hpw)	\$15.09 hr	R22-1	11/19/2015
7. Brann, Kathie	IF-Sp Ed (9.5mo/35hpw)	\$15.09 hr	R22-1	11/19/2015
8. Calabretta-Dawson, Mara	IF-Sp Ed (9.5mo/17.5hpw)	\$15.09 hr	R22-1	11/19/2015
9. De La Cruz, Eduardo	Blngl Int Office Asst (12mo/30hpw)	\$17.07 hr	R27-1	11/19/2015
10. Doolin, Bridget	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.36 hr	R20-1	11/19/2015
11. Grigaux, Gail	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.36 hr	R20-1	11/19/2015
12. Gutierrez, Elva	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.47 hr	R23-1	11/19/2015
13. Hogan, Ashley	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.36 hr	R20-1	11/19/2015
14. Kim, Kathy	FS Worker (9.5mo/10hpw)	\$12.38 hr	R14-1	11/19/2015
15. Leeman, Colleen	Int Office Asst (10.75mo/3hpw)	\$16.25 hr	R25-1	11/19/2015
16. Lonn, Kimberly	IF-Sp Ed (9.5mo/17.5hpw)	\$15.09 hr	R22-1	11/19/2015

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**APPROVE EMPLOYMENT PENDING CLEARANCES (Cont.)**

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
17. Matteson, Megan	IF-Sp Ed (9.5mo/17.5hpw)	\$15.09 hr	R22-1	11/19/2015
18. Micciche, Peter	IF-Sp Ed (9.5mo/17.5hpw)	\$15.09 hr	R22-1	11/19/2015
19. Miranda, Marissa	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.36 hr	R20-1	11/19/2015
20. Olswang, Arthur	Sch Bus Driver (9.5mo/hrs per bid)	\$19.29 hr	R28-3	11/19/2015
21. Parsi, Houpan	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.47 hr	R23-1	11/19/2015
22. Pike, Thomas	Theater Tech (9.5mo/17.5hpw)	\$23.53 hr	R40-1	11/19/2015
23. Poole, Ruth	Inst Asst-Presch Sp Ed (9.5mo/17.5hpw)	\$14.01 hr	R19-1	11/19/2015
24. Rahimi, Farnaz	Blngl Comm Svcs Liaison (9.5mo/30hpw)	\$15.47 hr	R23-1	11/19/2015
25. Sanchez, Ana	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.47 hr	R23-1	11/19/2015
26. Sanchez, Yessica	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.47 hr	R23-1	11/19/2015
27. Soltero, Anahi	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.47 hr	R23-1	11/19/2015
28. Strandstra, Claudia	Inst Asst-Sp Ed (9.5mo/15hpw)	\$14.01 hr	R19-1	11/19/2015
29. Tamaddon, Layla	IF-Sp Ed (9.5mo/17.5hpw)	\$15.09 hr	R22-1	11/19/2015
30. Teller, Alma	IF-Sp Ed (9.5mo/17hpw)	\$15.09 hr	R22-1	11/19/2015

**APPROVE PROMOTION**

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
31. Braun, Tyler	Maint Electrician (12mo/40hpw)	Maint Plumber (Temp/40hpw)	R46-6	10/15/2015- 12/31/2015
32. Chang, Constance	Inst Asst-Presch (9.5mo/15hpw)	Blngl IA-Presch (Temp/30hpw)	R24-10	10/05/2015- 01/31/2016

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**APPROVE PROMOTION (Cont.)**

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
33. Mora, Ruben	Custodian I (12mo/40hpw)	Custodian II (Temp/40hpw)	R28-15	10/05/2015- 12/31/2015
34. Nader, Michael	Sch Bus Driver (12mo/40hpw)	Supvr IV, Transp (Temp/40hpw)	MGMT R36-4	11/01/2015- 11/18/2015
35. Roman, Ray	Custodian II (12mo/40hpw)	Maint Locksmith (Temp/40hpw)	R38-4	10/05/2015- 12/31/2015
36. Turner, Chelsea	Personnel Asst (12mo/40hpw)	Executive Secretary (12mo/40hpw)	CONF R25-1	11/05/2015
37. Villarreal, Donna	Elem Sch Clerk (10.5mo/40hpw)	Elem Sch Office Mgr (Temp/40hpw)	R33-4	10/05/2015- 12/31/2015

**APPROVE ASSIGNMENT ADJUSTMENTS**

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
38. Lee, Polina	IF-Sp Ed (9.5mo/15hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-3	11/19/2015
39. Marr, Terry	IF-Sp Ed (9.5mo/32.5hpw)	IF-Sp Ed (9.5mo/35hpw)	R22-3	11/19/2015
40. Smith, Kristin	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-3	11/19/2015

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

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
41. Andersen, * Guillermina	Inst Asst-Presch TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016
42. Ayon, Shari	Presch Teacher TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016
43. Berkowitz, Kathryn	Inst Asst-Presch TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016
44. Bethurum, Connie	Inst Asst-Presch TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016
45. Bonar, Catherine	Student Supvr TAA NTE 0.7 hrs (Supervise students)	08/28/2015- 06/03/2016
46. Borruso, Enedina	Blngl Comm Svcs Liaison TAA NTE 6 hrs (Provide support during parent conferences)	11/05/2015

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**PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
47. Bougrab, Maria	Blngl Comm Svcs Liaison TAA NTE 6 hrs (Provide support during parent conferences)	11/05/2015
48. Boulgarieds, Gabi	Blngl Comm Svcs Liaison TAA NTE 6 hrs (Provide support during parent conferences)	11/05/2015
49. Burns, Mitravinda	IF-Sp Ed TAA NTE 14 hrs (Transportation training) TAA NTE 10 hrs (Assist transportation department with delays or issues related to student busing)	08/20/2015- 08/21/2015 09/01/2015- 06/30/2016
50. Cape, Amy	Presch Site Facilitator TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016
51. Castillo, Yolanda	Blngl Comm Svcs Liaison TAA NTE 6 hrs (Provide support during parent conferences)	11/05/2015
52. Cisternas, Claudia	Blngl Comm Svcs Liaison TAA NTE 6 hrs (Provide support during parent conferences)	11/05/2015
53. Cuevas, Cathy	Student Supvr TAA NTE 5 hrs (Supervise students)	09/01/2015- 06/10/2016
54. Delia Cruz, Maria	Blngl Comm Svcs Liaison TAA NTE 6 hrs (Provide support during parent conferences)	11/05/2015
55. Doering, Kimberly	IF-Sp Ed TAA NTE 14 hrs (Transportation training) TAA NTE 10 hrs (Assist transportation department with delays or issues related to student busing)	08/20/2015- 08/21/2015 09/01/2015- 06/30/2016
56. Evans, Sandy	Blngl Comm Svcs Liaison TAA NTE 6 hrs (Provide support during parent conferences)	11/05/2015
57. Fitzhugh, Marlene	Blngl Comm Svcs Liaison TAA NTE 6 hrs (Provide support during parent conferences)	
58. Flor, Grecia	Blngl Comm Svcs Liaison TAA NTE 20 hrs (Attend PLC meetings) TAA NTE 6 hrs (Provide support during parent conferences)	11/05/2015 10/28/2015- 06/30/2016
59. Foley, Colton	TAA NTE 200 hrs (Provide translation and interpretation) IF-Sp Ed TAA NTE 10 hrs (Assist transportation department with delays or issues related to student busing)	11/05/2015 09/01/2015- 06/30/2016
60. Forino, Paula	Health Asst TAA NTE 3.5 hrs (Cover unassigned Elementary Day)	11/05/2015
61. Foulds, Lori	Presch Site Facilitator TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT**  
**PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
62. Gabold, Ginger	IF-Sp Ed TAA NTE 14 hrs (Transportation training)	08/20/2015- 08/21/2015
63. Getty, Jacquelyn	Inst Asst-Presch TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016
64. Ghanitabe, Monavvar	Inst Asst-Presch TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016
65. Gray, Monserat	Blngl Comm Svcs Liaison TAA NTE 6 hrs (Provide support during parent conferences)	11/05/2015
66. Gunderson, Frances	LVN TAA NTE 3.5 hrs (Cover unassigned Elementary Day)	11/05/2015
67. Hannouche, Coralina	Blngl Presch Teacher TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016
68. Hansen, Dragica	Inst Asst-Presch TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016
69. Heesch, Jennifer	Presch Site Facilitator TAA NTE 40 hrs (Attend IEP meetings)	09/01/2015- 06/30/2016
70. Hernandez, Vania	Blngl Comm Svcs Liaison TAA NTE 6 hrs (Provide support during parent conferences)	11/05/2015
71. Jimenez, Leticia	Blngl Comm Svcs Liaison TAA NTE 6 hrs (Provide support during parent conferences)	11/05/2015
72. Jurdi, Ghada	Presch Site Facilitator TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016
73. Katz-Scinico, Dorcas	Presch Site Facilitator TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016
74. Kemp, Lorraine	Inst Asst-Presch TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016
75. Lee, Jennifer	Blngl Presch Teacher TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016
76. Lee, Lori	Inst Asst-Presch TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016
77. Leslie, Becky	Presch Site Facilitator TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016
78. Lindsey, Ashley	IF-Sp Ed TAA NTE 10 hrs (Assist transportation department with delays or issues related to student busing)	09/01/2015- 06/30/2016
79. McGowan, Danielle	LVN TAA NTE 2.5 hrs (Cover unassigned Elementary Day)	11/05/2015
80. McGregor, Cynthia	Blngl Comm Svcs Liaison TAA NTE 6 hrs (Provide support during parent conferences)	11/05/2015



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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>
81. Mejia, Rebecca	Blngl Comm Svcs Liaison TAA NTE 6 hrs (Provide support during parent conferences)	11/05/2015
82. Mendoza, Rosa	Blngl Comm Svcs Liaison TAA NTE 6 hrs (Provide support during parent conferences)	11/05/2015
83. Monico, Margara	Blngl Comm Svcs Liaison TAA NTE 200 hrs (Provide translation and interpretation)	10/28/2015- 06/30/2016
84. Nava De Castaneda, Juana	Student Supvr TAA NTE 5 hrs (Supervise students)	08/20/2015- 06/10/2016
85. Neyra-Reyes, Nancy	Blngl Comm Svcs Liaison TAA NTE 6 hrs (Provide support during parent conferences)	11/05/2015- 11/05/2015
86. Pelkey, Nicole	IF-Sp Ed TAA NTE 14 hrs (Transportation training) TAA NTE 10 hrs (Assist transportation department with delays or issues related to student busing)	08/20/2015- 08/21/2015 09/01/2015- 06/30/2016
87. Perez, Rosa	Student Supvr TAA NTE 5 hrs (Supervise students)	08/20/2015- 06/10/2016
88. Power-Kohout, Marina	Inst Asst-Presch TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016
89. Rasooli, Maryann	IF-Sp Ed TAA NTE 2.5hrs (Observe IEE)	10/29/2015
90. Reategui, Cesar	Blngl Comm Svcs Liaison TAA NTE 6 hrs (Provide support during parent conferences)	11/05/2015- 11/05/2015
91. Rehnel, Amy	Student Supvr TAA NTE 7 hrs (Supervise students)	08/26/2015- 10/02/2015
92. Reyes Chevez, Stephanie	Student Supervisor TAA NTE 30 hrs (Provide childcare)	10/22/2015- 06/09/2016
93. Reyna, Jasmin	Blngl Inst Asst-Presch TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016
94. Reza, Margarita	Inst Asst-Presch TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016
95. Rios, Emily	IF-Sp Ed TAA NTE 14 hrs (Transportation training) TAA NTE 10 hrs (Assist transportation department with delays or issues related to student busing)	08/20/2015- 08/21/2015 09/01/2015- 06/30/2016
96. Rodriguez, Nascina	Blngl Comm Svcs Liaison TAA NTE 6 hrs (Provide support during parent conferences)	11/05/2015
97. Rofsky, Bonnie	Student Supvr TAA NTE 0.7 hrs (Supervise students)	08/26/2015- 06/08/2016

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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>
98. Serrano, Carmen	Blngl Comm Svcs Liaison TAA NTE 6 hrs (Provide support during parent conferences)	11/05/2015
99. Seyed-Moghaddam, Mahvash	Inst Asst-Presch TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016
100. Smith, Arah	Inst Asst-Presch TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016
101. Spencer, Sandra	IF-Sp Ed TAA NTE 20 hrs (Cover unattended locker room)	10/10/2015- 11/30/2016
102. Stewart, Chloe	Inst Asst-Presch TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016
103. Stewart, Laura	IF-Sp Ed TAA NTE 14 hrs (Transportation training) TAA NTE 10 hrs (Assist transportation department with delays or issues related to student busing)	08/20/2015- 08/21/2015 09/01/2015- 06/30/2016
104. Strickland, Diane	IF-Sp Ed TAA NTE 34 hrs (Attend Science Camp with student)	10/13/2015- 10/16/2015
105. Tavernetti, Carmen	Blngl Comm Svcs Liaison TAA NTE 6 hrs (Provide support during parent conferences)	11/05/2015
106. Vargas, Sonia	Student Supvr TAA NTE 13 hrs (Supervise students)	09/01/2015- 11/30/2015
107. Vazquez, Obdulia	Blngl Comm Svcs Liaison TAA NTE 20 hrs (Attend PLC meetings) TAA NTE 6 hrs (Provide support during parent conferences) TAA NTE 200 hrs (Provide translation and interpretation)	10/01/2015- 06/09/2016 11/05/2015 10/28/2015- 06/30/2016
108. Vega, Irene	Inst Asst-Presch TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016
109. Vivas, Margarita	Blngl Comm Svcs Liaison TAA NTE 6 hrs (Provide support during parent conferences)	11/05/2015
110. Wade, Terry	Blngl Inst Asst-Presch TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016
111. Weston, Karen	Health Asst TAA NTE 3.5 hrs (Cover unassigned Elementary Day)	11/05/2015
112. Whitfield, Sara	Blngl Comm Svcs Liaison TAA NTE 6 hrs (Provide support during parent conferences)	11/05/2015
113. Wickramasinghe, Srianthanie	Inst Asst-Presch TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016
114. Ybarra, Guillermina	Blngl Presch Teacher TAA NTE 20 hrs (Attend PLC meetings)	08/01/2015- 06/30/2016

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**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED**  
**FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
115. Boster, Christopher	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-6	08/25/2015
116. Cornell, Kendra	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-2	09/08/2015
117. Cox, Patricia	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-19	09/08/2015
118. Crancer, Catherine	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-2	09/08/2015
119. Hart, Kelly	Health Asst (9.5mo/17.5hpw)	Sch Receptionist	R23-5	08/27/2015- 10/02/2015
120. Marino, Ann	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	08/25/2015
121. Monico, Margara	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	Int Office Asst	R25-1	10/01/2015
122. Schoettger, Donna	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	08/25/2015- 06/10/2016
123. Snell, Melissa	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-2	09/08/2015
124. Stackfield, Karen	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-2	09/08/2015
125. Stewart, Katherine	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-10	09/08/2015
126. Stivers, David	MS Campus Supvr (9.5mo/17.5hpw)	Inst Asst	R19-3	11/19/2015
127. Vaca, Kaitelynn	LVN (9.5mo/25hpw)	Clerk	R23-1	10/14/2015- 06/09/2016

**APPROVE LEAVES OF ABSENCE**

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Date</u>
1. Tunuli, Jessica	IBI Asst/Tutor	Personal	10/15/2015- 12/18/2015



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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. Herrera, Simonah	Substitute Teacher	Voluntary	12/11/2014	10/28/2015
2. Mansfield, Chelsae	Teacher	Other Employment	01/15/2015	10/27/2015
3. McGah, Colleen	Substitute Teacher	Other Employment	02/12/2015	06/28/2015
4. Moreno, Sergio	Teacher	Personal	09/03/2013	10/31/2015
5. Pawley, Sherrie	Substitute Teacher	Voluntary	01/30/2015	10/26/2015
6. Reid, Kerry	Assistant Principal	Retirement	07/01/1997	01/29/2016
7. Suburu, Adrienne	Substitute Teacher	Voluntary	11/13/2014	10/27/2015
8. Ulloa, Glenda	Substitute Teacher	District Initiated	04/24/2015	10/23/2015

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
9. Advani, Rishika	Teacher	\$54,990	C-1	11/19/2015
10. Smith, Nicole	Teacher	\$49,877	A-1	11/19/2015

<u>Name</u>	<u>Position</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
11. Klinkenberg, Andrew	Principal, Elementary	\$116,185	R59-4	11/09/2015

**APPROVE HOME/HOSPITAL TEACHERS**

Pay @ \$35.00 per hour

12. Albelo, Luis	28. Burton, Barbara
13. Aldrich, Sharon	29. Butler, Susan
14. Andreasen, Amy	30. Cabus, Daisy
15. Antonatos, Rose	31. Chaddock, Lauie
16. Avera, Stephanie	32. Chambers, Amanda
17. Bailey, Jeffrey	33. Choquehuanca, Carole
18. Bak-Boyчук, Christy	34. Collins, Kathleen
19. Balogh, Michelle	35. Cosenza, Brandon
20. Beckley, Shelley	36. Darmody, Marinell
21. Berger, Anne	37. Davis, Allison
22. Boyle, Jeannette	38. Deily, Katherine
23. Bracamontes, Taislado	39. Dewald, Nicholas
24. Brannam, Andrea	40. Diaz, Ana
25. Brierley, Magdalena	41. Doyle, LaRonda
26. Bruen, Kathlene	42. Duff, Jeni
27. Burns, Marita	43. Eckert-Toler, Jennifer

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**APPROVE HOME/HOSPITAL TEACHERS (Cont'd)**

Pay @ \$35.00 per hour

- |                                  |                             |
|----------------------------------|-----------------------------|
| 44. Evans, Stuart                | 86. McQueen, Kimberly       |
| 45. Fairweather, Roklyn          | 87. Mele, Jennifer          |
| 46. Fallman, Megan               | 88. Meyer, Ruth             |
| 47. Fettis, Annette              | 89. Morgan, Ph.D., Shauna   |
| 48. Feyk, Mike                   | 90. Mulford, Connie         |
| 49. Finman, Marie                | 91. Nixon, Robyn            |
| 50. Fischer, Valerie             | 92. Ortiz, Collene          |
| 51. Ford, Deon                   | 93. Ostle, Sabrina          |
| 52. Franzi, Debra                | 94. Pagel, Velda            |
| 53. French, Karen                | 95. Pearson, Cathy          |
| 54. Gaffney, Lanett              | 96. Peck, Lindsay           |
| 55. Greenfield-Eastridge, Sherry | 97. Penrose, Brenda         |
| 56. Gross, Deanna                | 98. Pino, David             |
| 57. Groves, Kelli                | 99. Place, Susan            |
| 58. Guerra, Mary                 | 100. Ploskina, Candaze      |
| 59. Guite, Lauren                | 101. Powell, Brooke         |
| 60. Haapala, Lyndsey             | 102. Radley, Kirstee        |
| 61. Hale, Mike                   | 103. Rager, Mike            |
| 62. Haninger, Corrine            | 104. Ralph, Jennifer        |
| 63. Harrington, Candice          | 105. Regan, Alison          |
| 64. Hebbard, Kristi              | 106. Reideler, Shannon      |
| 65. Heinsen, Rebecca             | 107. Ridley, Jeff           |
| 66. Hellwig, Christina           | 108. Rigby, Michael         |
| 67. Howell, Brian                | 109. Rivadeneyra, Mark      |
| 68. Hribar, Natalie              | 110. Salazar, Arleen        |
| 69. Hunker, Bill                 | 111. Samoszuk, Jeannie      |
| 70. Jarrard, Lisa                | 112. Sanchez, Lynn          |
| 71. Jimenez, Jeannette           | 113. Sanchez, Stephanie     |
| 72. Jobst, Shelly                | 114. Selikson, Debbie       |
| 73. Johnstone, Van               | 115. Sheehan, Debra         |
| 74. Kotel, Colleen               | 116. Shick, Allison         |
| 75. Kuao, Joe                    | 117. Shults-Amon, Leesa     |
| 76. Kulkarni-Fish, Manisha       | 118. Skinner, Phillip       |
| 77. Langen, Olenka               | 119. Smiggs, Donna          |
| 78. Langley, Sue                 | 120. Smith, Lori            |
| 79. Lovett, Tessa                | 121. Spensiero, Linda       |
| 80. Maas, Susan                  | 122. Stafford, Carol        |
| 81. Mack, Alana                  | 123. Stanley, Michael       |
| 82. Martin-Wilson, Liz           | 124. Stevenson, Heather     |
| 83. Martz, Starline              | 125. Studeviant-Brown, Lori |
| 84. McElroy, Dean                | 126. Thurston, Loren        |
| 85. McFaul, Maribeth             | 127. Turney, Jason          |

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**APPROVE HOME/HOSPITAL TEACHERS (Cont'd)**

Pay @ \$35.00 per hour

128. Uminsky, Alma	135. Weinstein, David
129. Unzueta, Gabrielle	136. Weinstein, Marybel
130. Vierra, Michelle	137. Wiancko, Marika
131. Vilcek, Juolie	138. Williams, Ashley
132. Villarreal, Erica	139. Williamson, Jacob
133. Wanters, Michelle	140. Wulf, Carrie
134. Weckerle, Diane	141. Yanaura, Mark

**APPROVE ADULT EDUCATION TEACHERS**

Pay @ \$32.00 per hour

142. Hindmin, DeeAnn	143. Taylor, Julie
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**APPROVE 6/5<sup>th</sup> ASSIGNMENT 1<sup>st</sup> SEMESTER**

Not to exceed \$19,800.00 for 6/5ths section

144. Davey, John	146. McManigal, Antoinette
145. Jimenez, Jeanette	147. Morales, Thomas

**APPROVE ASSIGNMENT ADJUSTMENT**

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
148. Shick, Allison	Teacher	STAP I	08/25/2015- 06/09/2016
149. Skorina, Kristie	Teacher-80%	Teacher-100%	08/21/2015

**APPROVE PROMOTIONS**

<u>Name</u>	<u>Previous Assignment</u>	<u>Annual Salary</u>	<u>New Assignment</u>	<u>Annual Salary</u>	<u>Effective Date</u>
150. Allan, Krystal	Assistant Principal, Middle School	\$105,195	Principal, Elementary	\$110,652	10/26/2015
151. Ervais, Meg	ATAP II	\$98,974	Principal, Continuation HS	\$110,652	10/22/2015
152. McNamara, Sean	Assistant Principal, High School	\$124,971	Principal, Middle School	\$134,579	11/06/2015

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**APPROVE SUMMER SCHOOL**

Summer English Collaboration – Dana Hills HS

Not to exceed 4 hours instructional pay @ \$35.00 per hour  
08/11/2015-09/11/2015

- |                         |                        |
|-------------------------|------------------------|
| 153. Bradshaw, Jolene   | 160. Ploskina, Candace |
| 154. Brucks, Jessica    | 161. Stirtz, Gail      |
| 155. Coghill, Molly     | 162. Valderama, Andrew |
| 156. Daly, James        | 163. Vermuelen, Don    |
| 157. Hanson, Ivan       | 164. Sompson, Tim      |
| 158. Johnson, Georgette | 165. Caselli, Carolyn  |
| 159. Moos, Theresa      |                        |

**APPROVE ADDITIONAL ASSIGNMENTS**

Leadership Team – Multiple Sites

Not to exceed 12 hours non-instructional pay @ \$30.00 per hour  
08/25/2015-06/10/2016

- |                       |                        |
|-----------------------|------------------------|
| 166. Graham, Jocelyn  | 170. Nufer, Colleen    |
| 167. Johnson, Barbara | 171. Powell, Elizabeth |
| 168. Keim, Barbara    | 172. West, Lelia       |
| 169. Neill, Kellie    |                        |

Technology Leadership – Las Palmas

Not to exceed 30 hours non-instructional pay @ \$30.00 per hour  
11/02/2015-06/10/2016

173. Noguez, Veronica

After School Robotics Class – Oso Grande Elem

Not to exceed 15 hours instructional pay @ \$35.00 per hour  
09/01/2015-06/11/2016

174. Berger, Ann

To Teach KC Club – Oso Grande Elem

Not to exceed 15 hours instructional pay @ \$35.00 per hour  
10/01/2015-06/11/2016

- |                   |                     |
|-------------------|---------------------|
| 175. Balck, Jenni | 176. Hawley, Carrie |
|-------------------|---------------------|

PIQE Coordinator – Viejo Elem

Not to exceed 11 hours non-instructional pay @ \$30.00 per hour  
09/01/2015-12/01/2015

177. Farias, Sandra



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**APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)**

Garden Training Sessions by The Ecology Center – Viejo Elem

Not to exceed 96 hours non-instructional pay @ \$30.00 per hour

11/01/2015-03/30/2016

- |                       |                       |
|-----------------------|-----------------------|
| 178. Acero, Teresa    | 186. Guite, Lauren    |
| 179. Alejandro, Erica | 187. Hernandez, Norma |
| 180. Au, Judith       | 188. Langen, Olendka  |
| 181. Castro, Belen    | 189. Mackay, Frances  |
| 182. Corona, Liliana  | 190. Ramirez, Lislie  |
| 183. Falcon, Angela   | 191. Romo, Silvia     |
| 184. Farias, Sandra   | 192. Vazquez, Melody  |
| 185. Garcia, Monica   | 193. Vega, Lisette    |

After School Math Skill Builder Academy – Las Flores MS

Not to exceed 24 hours instructional pay @ \$35.00 per hour

10/16/2015-06/09/2016

194. Heidner, Christy

Math Counts – Ladera Ranch MS

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour

10/14/2015-06/09/2016

195. Shay, Cristin

After School Friday Academy – Las Flores MS

Not to exceed 15 hours instructional pay @ \$35.00 per hour

10/16/2015-05/27/2016

196. Stark, Cynthia

After School Detention – Las Flores MS

Not to exceed 10 hours instructional pay @ \$35.00 per hour

10/26/2015-06/01/2016

197. Davis, Allison

Collaborative Lesson/Assessment Tied to Common Core Standards – Aliso Niguel HS

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour

10/19/2015-06/09/2016

- |                      |                         |
|----------------------|-------------------------|
| 198. Alvarez, Sharon | 203. Cox, Ryan          |
| 199. Arena, Franco   | 204. Frome, Lori        |
| 200. Biggs, Paul     | 205. Greeley, Christina |
| 201. Burger, Greg    | 206. Halloway, Melissa  |
| 202. Butler, Vido    | 207. Kent, Diane        |

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Collaborative Lesson/Assessment Tied to Common Core Standards – Aliso Niguel HS (Cont'd)

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour

10/19/2015-06/09/2016

- |                       |                          |
|-----------------------|--------------------------|
| 208. Klasna, Tara     | 213. Murdy, Erin         |
| 209. Lewis, Dawn      | 214. Reideler, Christina |
| 210. Marsh, Barbara   | 215. Torres, Kelsey      |
| 211. McGinity, Cathy  | 216. Weinstein, David    |
| 212. Middleton, Tracy |                          |

After School Tutorial – Aliso Niguel HS

Not to exceed 30 hours instructional pay @ \$35.00 per hour

10/19/2015 – 06/09/2016

- |                      |                       |
|----------------------|-----------------------|
| 217. Biggs, Paul     | 221. Parker, Karen    |
| 218. Burger, Gregory | 222. Scauso, Caroline |
| 219. Frome, Lori     | 223. Torres, Kelsey   |
| 220. Kelly, Connor   |                       |

Grading Exams for Teacher on Bereavement – Capistrano Valley HS

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour

10/05/2015-10/09/2015

224. Roach, Christine

AP Review Sessions – Tesoro HS

Not to exceed 35 hours instructional pay @ \$35.00 per hour

01/04/2016-06/01/2016

- |                         |                          |
|-------------------------|--------------------------|
| 225. Benjamin, Carolyn  | 233. Ng, Angela          |
| 226. Berkenkotter, Kurt | 234. Pulido, Pedro       |
| 227. Busenkell, Bill    | 235. Rasic, Diame        |
| 228. Harnett, Patrick   | 236. Ritscher, Nathaniel |
| 229. Leiva, Megan       | 237. Thompson, Laura     |
| 230. Manzotti, Maria    | 238. Wojaczynski, Scott  |
| 231. Migge, Christinaq  | 239. Woodward, Jennifer  |
| 232. Mooney, Mark       |                          |

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)**

**WASC Focus Group Leader – Tesoro HS**

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour  
11/30/2015-06/30/2016

240. Benjamin, Carolyn	247. Harnett, Colleen
241. Berman, Robin	248. Leiva, Megan
242. Beukema, John	249. Parker, Christina
243. Bowen, Betty	250. Runyan, Jaime
244. DiLeo, Tim	251. Thompson, Laura
245. DiSomma, Alyssa	252. Triana, Elizabeth
246. Hancock, Keith	253. Woodward, Rick

**English CAG Team Planning – Education Services**

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour  
11/03/2016-06/01/2016

254. Abuharoon, Christine	273. Moos, Theresa
255. Arena, Franco	274. Park, Becky
256. Bastianello, Chris	275. Persinger, Meg
257. Bennett, Katie	276. Ploskina, Candice
258. Boyle, Kaitlin	277. Reidler, Shannon
259. Branning, Brittany	278. Salazar, Arleen
260. Brewer, Cindy	279. Sampson, Audra
261. Daley, James	280. Sanchez, Stephanie
262. Frome, Lori	281. Stirtz, Gail
263. Gidion, Janey	282. Szczudlak, Lisa
264. Hartje, Marian	283. Tatala, Jen
265. Ho, Alan	284. Torres, Tiffany
266. Jobst, Shelly	285. Vollebregt, Kirschel
267. Johnson, Georgette	286. Webster, Donna
268. Jones, Christine	287. Wegner, Katie
269. Kang, Sarah	288. Weinstein, Dave
270. Lawbaugh, Cindy	289. Whitaker, Alyssa
271. Lindroth, Lauren	290. Wiancko, Marika
272. Monroe, Jana	

**EL Advisors – Education Services**

Not to exceed 120 hours non-instructional pay @ \$30.00 per hour  
08/01/2015-06/30/2016

291. Elliot, Grace	293. Morris, Elizabeth
292. Khalaf, Reem	294. Vazquez, Melody

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)**

**Administration Supervision for Families Forward Food Distribution – Education Services**

Not to exceed 4 hours pay @ \$55.00 per hour  
11/21/2015

295. Pedraza, Jose Luis

**Assistant Principal Coverage – Education Services**

Not to exceed 150 hours pay @ \$55.00 per hour  
10/28/2015-12/18/2015

296. Nollar, Renee

**APPROVE ASSIGNMENTS ON SUBJECT MATTER WAIVER**

<u>Name</u>	<u>School</u>	<u>Subject</u>	<u>Ed Code Provision</u>	<u>Effective Date</u>
297. Abe, Stan	Newhart MS	Video Production	44258.2	2015/2016
298. Banuelos, Chrystiann	Serra HS	PE	44865	2015/2016
299. Brandt, Michael	Arroyo Vista MS	Technology	44258.2	2015/2016
300. Buckman, Andrea	San Clemente HS	ASL	44263	2015/2016
301. Keene, Gary	Newhart MS	Social Science	44258.2	2015/2016
302. Morales, Thomas	Shorecliffs MS	English	44256(b)	2015/2016
303. Ohnstad, Jonathan	Aliso Niguel HS	Technology	44263	2015/2016
304. Olson, Stacey	Don Juan Avila MS	English	44256(b)	2015/2016
305. Sheridan, Matthew	Serra HS	PE	44865	2015/2016

**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
306. Alexander, Ted	Football, Freshman (Head)	Tesoro HS	\$ 3,142.00	08/25/2015- 11/06/2015
307. Blandino, Julie	ASB Elementary	Las Flores Elem	\$ 1,347.00	08/25/2015- 06/09/2016
308. Bordner, Rich	Wrestling, Varsity (Head)	Capistrano Valley HS	\$ 3,367.00	11/23/2015- 02/02/2016
309. Clark, Brian	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,591.00	08/29/2015- 11/07/2015
310. Colwell, Greg	Wrestling, Varsity (Head)	Aliso Niguel HS	\$ 3,367.00	11/07/2015- 02/10/2016
311. Cox, Ryan	Water Polo, Girls' Varsity (Asst)	Aliso Niguel HS	\$ 2,693.00	11/07/2015- 02/10/2016

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**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
312. DiLeo, Tim	Tennis, Girls' Varsity (Head)	Tesoro HS	\$ 3,367.00	08/25/2015-10/30/2015
313. Garritson, Melanie	ASB Advisor, Elementary	Concordia Elem	\$ 674.00	08/25/2015-06/11/2016
314. Gibson, Mike	Water Polo, Boys' Varsity (Head)	Tesoro HS	\$ 3,367.00	08/25/2015-11/06/2015
315. Hambrick, Kelly	Basketball, Boys' Varsity (Asst)	San Juan Hills HS	\$ 3,142.00	11/01/2015-02/05/2016
316. Higginson, Patrick	Water Polo, Girls' Varsity (Head)	Capistrano Valley HS	\$ 3,367.00	11/23/2015-02/11/2016
317. Jimenez, Jeannette	Basketball, Girls' Varsity (Asst)	Capistrano Valley HS	\$ 3,142.00	11/23/2015-02/12/2016
318. Kauo III, Joe	Football, Varsity (Asst)	Dana Hills HS	\$ 3,591.00	08/03/2015-11/06/2015
319. Kerr, Elilizabeth	California Schools Federation	San Clemente HS	\$ 1,347.00	08/21/2015-06/10/2016
320. Lynch, Erick	Water Polo, Girls' Varsity Asst	Aliso Niguel HS	\$ 3,367.00	11/07/2015-02/10/2016
321. Mashburn, Andrew	Athletic Director, Boys'	Aliso Niguel HS	\$ 4,489.00	10/21/2015-06/10/2016
322. Miller, Matthew	Newspaper Advisor, High School	San Clemente HS	\$ 3,591.00	08/21/2015-06/10/2016
323. Moore, Farrel	Soccer, Girls' Varsity (Head)	San Juan Hills HS	\$ 3,367.00	11/01/2015-02/05/2016
324. Nufer, Colleen	ASB Advisor, Elementary	Concordia Elem	\$ 674.00	08/25/2015-06/11/2016
325. Paradise, Susan	Peer Assistance League, Advisor-50%	R.H. Dana Elem	\$ 674.00	08/25/2015-06/09/2016
326. Pinon, Ryan	Surfing, Varsity (Head)	Tesoro HS	\$ 3,367.00	08/25/2015-11/20/2015
327. Polk, Rich	Volleyball, Girls' Varsity (Head)	Tesoro HS	\$ 3,367.00	08/25/2015-11/04/2015
328. Poston, Matt	Football, Varsity (Head)	Tesoro HS	\$ 4,040.00	08/25/2015-11/06/2015
329. Riscica, Nicole	Basketball, Girls' Varsity (Head)	San Jan Hills HS	\$ 3,591.00	11/01/2015-02/05/2016
330. Santoke, Mahfrin	Music Sponsor, Elementary	Music	\$ 2,244.00	08/25/2015-06/10/2016
331. Schpens, Scott	Wrestling, Varsity (Asst)	Capistrano Valley HS	\$ 2,693.00	11/23/2015-02/02/2016

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**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
332. Seale, John David	Football, Varsity (Asst)	Tesoro HS	\$ 3,591.00	08/25/2015- 11/06/2015
333. Skaff, Don	Golf, Girls' Varsity (Head)	Tesoro HS	\$ 3,367.00	08/25/2015- 10/23/2015
334. Sorrell, Jason	Soccer, Boys' Varsity (Head)	Capistrano Valley HS	\$ 3,367.00	11/23/2015- 02/11/2016
335. Stone, April	Department Chair, Math	Shorecliffs MS	\$ 3,142.00	11/04/2015- 06/10/2015
336. Tribe, Joshua	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,591.00	08/29/2015- 11/07/2015
337. Voss, Misha	Music Sponsor, Elementary	Music	\$ 2,244.00	08/25/2015- 06/10/2016
338. Pronier, Mike	Soccer, Boys' Varsity (Head)	San Clemente HS	\$ 3,367.00	11/09/2015- 02/12/2016
339. Calentino, Mark	Wrestling, Varsity (Head)	San Clemente HS	\$ 3,367.00	11/09/2015- 02/11/2016

**APPROVE CIF CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
340. Hurlbut, Michael	Golf, Girls' Varsity (Head)	San Clemente HS	\$ 336.70	10/24/2015

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
341. Bucher, Ernie	Football, (Head)	Capistrano Valley HS	\$ 4,040.00	11/01/2015- 03/01/2016
	Football, JV		\$ 2,693.00	11/01/2015- 01/31/2016
342. Cain, Josh	Lacrosse, Girls' Varsity (Head)	San Clemente HS	\$ 3,260.00	10/24/2015- 12/03/2015
343. Cook, Jerret	Baseball	San Clemente HS	\$ 1,500.00	12/07/2015- 02/15/2016
344. Gellatly, Dave	Baseball, Varsity (Head)	San Clemente HS	\$ 5,000.00	10/06/2015- 02/15/2016

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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont'd)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
345. Higginson, Pat	Water Polo, Girls' (Head)	Capistrano Valley HS	\$ 3,366.00	08/25/2015- 10/31/2015
346. Kauo III, Joe	Football, JV (Asst)	Dana Hills HS	\$ 1,480.00	08/03/2015- 11/06/2015
347. Lynch, Erick	Water Polo, Girls'	Aliso Niguel HS	\$ 2,600.00	11/07/2015- 02/10/2016
348. Martinez, Judy	Pep Squad Advisor	Aliso Niguel HS	\$ 2,000.00	10/12/2015- 06/30/2016
349. Poythress, Caila	Water Polo, Girls'	Aliso Niguel HS	\$ 2,600.00	11/07/2015- 02/10/2016
350. Schofield, Nick	Golf, Girls' (Asst)	Tesoro HS	\$ 2,244.00	08/25/2015- 10/23/2015
351. Smathers, Roxanne	Cross Country, Girls' (Asst)	Tesoro HS	\$ 1,400.00	08/25/2015- 11/06/2015
352. Stinson, Richard	Tennis, Girls' (Asst)	Dana Hills HS	\$ 1,000.00	08/17/2015- 10/30/2015

**APPROVE LEAVES OF ABSENCE**

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
353. Foster, Karen	Personal	10/05/2015- 06/10/2016

