

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

BOARD OF TRUSTEES  
Regular Meeting

February 24, 2016

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

**AGENDA**

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

**1. CALL TO ORDER**

**2. CLOSED SESSION COMMENTS**

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

**A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Superintendent  
(Pursuant to Government Code §54957)

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

Executive Director, Tim Brooks, Human Resource Services/Investigations  
(Pursuant to Government Code §54957)

**EXHIBIT B-1  
EXHIBIT B-2**

**C. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**

Kirsten M. Vital/Clark Hampton  
Attorney: David Huff  
Significant Exposure to Litigation—Two Cases  
(Pursuant to Government Code §54956.9(d)(2))

Kirsten Vital/Susan Holliday  
Attorney: Mark Bresee  
Significant Exposure to Litigation – One Case: Student Complaint  
(Pursuant to Government Code §54956.9(d)(2))

**D. CONFERENCE WITH LABOR NEGOTIATORS**

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

**EXHIBIT D**

**E. STUDENT EXPULSIONS**

Deliberations of Findings of Fact and Recommendations  
(Pursuant to Education Code §48918{c} and §35145)

**EXHIBIT E-1  
EXHIBIT E-2  
EXHIBIT E-3**

**PUBLIC HEARINGS:**

**Agenda Item 1: Presentation of Petition For Global Business Academy Charter School**

**Agenda Item 2: California Department of Education Waiver Approval to Offer a Modified Instructional Day Transitional Kindergarten Program at Kinoshita Elementary School**

**RECORDING OF SCHOOL BOARD MEETINGS**

**In accordance with Board Policy 9324, Board Minutes, all Regular School Board Meetings will be audio recorded.**

**OPEN SESSION AT 7:00 P.M.**

**CALL TO ORDER – ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**ADOPTION OF THE AGENDA**

**REPORT ON CLOSED SESSION ACTION**

**SPECIAL RECOGNITIONS**

**Associated Student Body Report:**

*Chris Carter, Principal, Matt Reid, Director of Student Activities and McKenna Brownell, Student Body President from San Clemente High School will report on their school and activities.*

**Extra Miler:**

*To recognize Shalin Shah, a Tesoro High School student for the creation of the Vision app that serves the blind and visually impaired. The District is recognizing Shalin as an “Extra Miler.”*

**Learning in Capo Spotlight:**

*Innovation in Education: The District raises the bar with the addition of 30 school counselors at the start of the school year to support our students’ needs in social-emotional prevention and support, academics and college and career readiness.*

**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 GLOBAL BUSINESS ACADEMY CHARTER SCHOOL: INFORMATION/ DISCUSSION/**

A Public Hearing is scheduled before the Board of Trustees which necessitates this Board item. The Global Business Academy has presented a petition for a Charter School within the District. Due to the size of the exhibit, the information can be viewed online, documents are posted online on the District’s Board Agendas and Supporting Documentation page.

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

***Contact: Susan Holliday, Assistant Superintendent, Education 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 this item, and after hearing any speakers, formally close the hearing before proceeding to the next agenda item.



2. **PUBLIC HEARING: CALIFORNIA DEPARTMENT OF EDUCATION WAIVER APPROVAL TO OFFER A MODIFIED INSTRUCTIONAL DAY TRANSITIONAL KINDERGARTEN PROGRAM AT KINOSHITA ELEMENTARY SCHOOL:** INFORMATION/  
DISCUSSION/

The Board will conduct a public hearing on the waiver approval to offer a modified instructional day Transitional Kindergarten program at Kinoshita elementary school. Supporting information is located in Exhibit 24.

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

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

Staff Recommendation

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

**DISCUSSION/ACTION ITEMS**

3. **2016 FINANCING PLANS FOR COMMUNITY FACILITIES DISTRICTS:** INFORMATION/  
DISCUSSION/  
Page 1  
**EXHIBIT 3**

The Board will receive an information presentation on the 2016 financing plans for Community Facilities Districts (CFDs). Four CFDs have potential financing activity this upcoming year:

-CFD 87-1 Mission Viejo/Aliso Viejo

-CFD 90-2 Talega

-CFD 98-1 Pacifica San Juan

-CFD 2005-1 Whispering Hills

**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 action is necessary.

4. **FOURTH READING – REVISIONS TO BOARD POLICY 5111.5, LANGUAGE IMMERSION AND INTERNATIONAL BACCALAUREATE ADMISSIONS:** DISCUSSION/  
ACTION  
Page 32  
**EXHIBIT 4**

Board Policy 5111.5, *Language Immersion and International Baccalaureate Admissions*, has been updated to reflect the recommended matriculation pathway for the Mandarin Immersion Program only. Revisions have been made per Trustee feedback. Changes are underlined, deletions are struck-through.

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

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

Staff Recommendation

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

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

**5. FOURTH READING – REVISIONS TO BOARD POLICY 5119, SCHOOL OF CHOICE:**

Board Policy 5119, *School of Choice*, was recently revised and Board approved on December 9, 2015. The School of Choice window opened on February 1, 2016 and closes March 4, 2016. While implementing the 2016-2017 revisions of Board Policy 5119, *School of Choice*, staff identified needed revisions relating to siblings and employee's children at impacted schools as well as specialized programs and continuing students. The proposed revision mitigates these issues. Changes are underlined; deletions are struck through.

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

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

Staff Recommendation

It is recommended the Board President recognize Susan Holliday, Assistant Superintendent, Education Services, to present information on this item and answer any questions Trustees may have.

Following discussion, it is recommended the Board of Trustees approve Board Policy 5119, *School of Choice*.

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

**6. FIRST READING – REVISIONS TO BOARD POLICY 3100, BUDGET:**

Board Policy 3100, *Budget*, was drafted to update and provide more comprehensive information on legal requirements along with best practices. 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: Clark Hampton, Deputy Superintendent, Business and Support Services***

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the First Reading Revisions to Board Policy 3100, *Budget*.

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

**7. FIRST READING – DELETION OF BOARD POLICY 3110, FUND DESIGNATION:**

Board Policy 3110, *Fund Balance Designation*, is recommended for deletion as this policy is now incorporated into Board Policy 3100. 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: Clark Hampton, Deputy Superintendent, Business and Support Services***

Staff Recommendation

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

DISCUSSION/  
ACTION  
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**EXHIBIT 5**

DISCUSSION/  
ACTION  
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**EXHIBIT 6**

DISCUSSION/  
ACTION  
Page 43  
**EXHIBIT 7**

Following discussion, it is recommended the Board of Trustees approve the deletion of Board Policy 3110, *Fund Balance Designation*.

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

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

In June 2013, the Legislature adopted a new funding system for schools in California known as the Local Control Funding Formula (LCFF). As part of LCFF, the Legislature included an accountability component known as the Local Control and Accountability Plan (LCAP). In developing its LCAP, the District must solicit input and consult with stakeholders. Tonight staff will share an update that includes implementation progress, enhanced stakeholder engagement strategies, and development of the 2016-2017 LCAP and Annual Update.

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

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

Staff Recommendation

It is recommended the Board President recognize Susan Holliday, 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.

**9. RESOLUTION NO. 1516-36, NON-REELECTION OF TEMPORARY CERTIFICATED EMPLOYEES:**

The Education Code permits school districts to hire certificated employees on temporary contracts only for specific reason per §44909, §44918, and §44920. The District has appropriately classified 157 certificated employees as temporary for the 2015-2016 school year. These employees are replacing other employees on leave, are serving in programs with expiring categorical funding sources, or are placeholders for regular employees who are released from their normal assignments to work in a categorical program. Education Code §44954 requires the Board to notify temporary employees in a position requiring certification qualification of the District's decision to release the employees from such positions prior to the next school year. The District is not recommending laying off permanent and Temporary teachers, nor releasing teachers employed on temporary contracts for budget reduction purposes. The temporary release of employees, as presented in this item, is an annual process the District must utilize to ensure permanent teachers funded through categorical resources and permanent teachers on leaves of absence have a position for the succeeding school year. As the District begins staffing for the 2016-2017 school year, decisions will be made regarding how many permanent teachers will be funded through categorical resources as well how many permanent teachers will request leaves of absence, part-time contracts, and partnership assignments. As permanent teachers "temporarily" vacate their positions, temporary teachers will be rehired. The District intends to have ninety percent of staffing completed before June 30, 2016 including the rehiring of existing temporary teachers and potential new hires.

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

***Contact: Tim Brooks, Executive Director, Human Resource Services/Investigations***

Staff Recommendation

It is recommended the Board President recognize Tim Brooks, Executive Director, Human Resource Services/Investigations, to present this item.

INFORMATION/  
DISCUSSION

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**EXHIBIT 8**

DISCUSSION/  
ACTION

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**EXHIBIT 9**

Following discussion, it is recommended that the Board of Trustees adopt Resolution No. 1516-36, Non-Reelection of Temporary Certificated Employees and authorize the District to issue notices.

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

**ROLL CALL:**

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

**CONSENT CALENDAR**

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

**BUSINESS & SUPPORT SERVICES**

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

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$407,877.33 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*

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**EXHIBIT 10**

**11. PURCHASE ORDERS AND WARRANTS:**

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 \$3,311,546.77 and the commercial warrants total \$13,503,424.60. Attachment 3 is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings. Attachment 4 is a list of previously Board-approved warrants, by vendor, exceeding \$250,000.

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

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**EXHIBIT 11**

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

Approval of the District standardized Independent Contractor, Professional Services, Master Contract, and Field Service Agreements. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The exhibit shows two new retroactive agreements totaling \$219,150, two retroactive extensions totaling \$16,600, and one retroactive amendment that has no fiscal impact. 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.

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**EXHIBIT 12**

*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*

**13. EXTENSION NO. 1 OF AGREEMENT FOR BID NO. 1415-13, CONCRETE REPAIRS AND MAINTENANCE–ABOVE ALL NAMES, INC.:**

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**EXHIBIT 13**

Approval of Extension No. 1 of Agreement Bid No. 1415-13, Concrete Repairs and Maintenance with Above All Names, Inc., to provide concrete repairs and maintenance as needed throughout the District. The current hourly labor rates for the renewal period of January 1, 2016 through December 31, 2016, will remain the same as under the original bid proposal. Annual expenditures utilizing this contract are estimated to be \$250,000, funded by deferred maintenance and routine restricted maintenance. Actual expenditures will vary on District needs and availability of funding.

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

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

**14. EXTENSION NO. 2 OF AGREEMENT FOR BID NO. 1314-17, MILK AND DAIRY PRODUCTS - HOLLANDIA DAIRY, INCORPORATED:**

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**EXHIBIT 14**

Approval of Extension No. 2 of Agreement of Bid No. 1314-17, Milk and Dairy Products with Hollandia Dairy, Incorporated to provide milk and dairy products for all sites throughout the District. The vendor is requesting a decrease of three items, an increase to one item, and four items remain the same to their proposed pricing for 2016-2017 for the renewal period of March 10, 2016 through March 9, 2017 as shown in Exhibit A, due to monthly price adjustments made by the California Department of Food and Agriculture in the farm milk price, grain, energy costs, and labor costs. Milk and dairy prices are adjusted monthly by the California Department of Food and Agriculture. The District cannot obtain fixed pricing for dairy products as it can cause a violation of state law. California law (Food and Agricultural Code Section 61384) prohibits sales of dairy products below cost. Annual expenditures under this contract are estimated to be \$600,000 funded by Food and Nutrition Services. Actual expenditures under this bid will vary depending on the needs of the District and availability of funding.

*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*

**15. CHANGE ORDER NO. 1, BID NO. 1516-09, NEWHART MIDDLE SCHOOL AIR HANDLING UNIT REPLACEMENT:**

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**EXHIBIT 15**

Approval of Change Order No. 1 related to the necessary upgrade of electrical wiring for new thermostats and the encapsulation of existing ductwork to seal and mitigate air loss. The existing conditions were not included in the original project scope and were necessary for operation and to maintain maximum airflow. This change order consists of additions, deletions, or other revisions that are now being presented to the Board of Trustees for approval. All such changes in the work are performed under applicable conditions of the change in contract documents. The original contract sum was \$482,000. The new contract sum including Change Order No. 1 is \$508,318, funded by Mission Viejo Redevelopment Successor Agency funds.

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

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

**16. CHULA VISTA ELEMENTARY SCHOOL DISTRICT BID NO. 14/15-3, PURCHASE, RELOCATION, DISMANTLE AND REMOVAL OF DEPARTMENT OF STATE ARCHITECT (DSA) APPROVED PORTABLE CLASSROOMS DISTRICTWIDE, SILVER CREEK INDUSTRIES, INCORPORATED:**

Approval to utilize the Chula Vista Elementary School District Bid No. 14/15-3 for the purchase, relocation, dismantle, and removal of DSA approved portable classroom buildings from Silver Creek Industries, Incorporated, under the same terms and conditions of the public agency's contract. This contract provides competitive set pricing for portable classroom buildings, as needed, throughout the District. School boards have the authority to "piggyback" on another public agency's bid, per Public Contract Code §20118, when it is in the best interest of a district. It is often advantageous to utilize piggyback bids when contract items are identical to the District's specifications. Using piggyback contracts saves time and often provides lower prices than a single jurisdiction would be able to obtain. Staff has determined that piggy backing on the Chula Vista Elementary School contract with Silver Creek Industries, Inc. is in the best interest of the District as it will save the District time and money by the District not having to hold multiple bids to secure the portable buildings. By approving this request, the Board agrees with and makes such findings and authorizes the Deputy Superintendent, Business and Support Services and/or his designee, to purchase directly from Silver Creek Industries, Inc. during the time the underlying contract between Chula Vista Elementary School District and Silver Creek Industries, Inc. is in force and effect. Annual expenditures utilizing this contract are estimated to be \$750,000, funded by developer fees. Actual expenditures will vary depending on District needs and availability of funding. 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*

**17. CORONA-NORCO UNIFIED SCHOOL DISTRICT BID NO. 2015/16-006 – JIT CLASSROOM & OFFICE SUPPLIES, SOUTHWEST SCHOOL SUPPLY:**

Approval to utilize Corona-Norco Unified School District Bid No. 2015/16-006 JIT Classroom & Office Supplies for the purchase of office supplies and equipment from Southwest School Supply, as needed, under the same terms and conditions of the public agency's contract. This contract provides competitive set pricing for office supplies and equipment, as needed, throughout the District. Anticipated annual expenditures utilizing this contract are approximately \$100,000. Actual expenditures may vary depending on District needs and the availability of funding. Funding for these expenditures may include, but are not limited to, site funds, gift funds, and the general fund. School boards have the authority to "piggyback" on another public agency's bid, per Public Contract Code §20118, when it is in the best interest of a district. It is often advantageous to utilize piggyback bids when contract items are identical to the District's specifications. Using piggyback contracts saves time and often provides lower prices than a single jurisdiction would be able to obtain. Due to the size of the contract and award, the documentation will be posted online on the District's 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*

**18. ALISO VIEJO COMMUNITY ASSOCIATION LIMITED USE AND MAINTENANCE AGREEMENT FOR WINTER 2016:**

Approval of the ratification of the Aliso Viejo Community Association Limited Use and Maintenance Agreement (LUMA) for Winter 2016. The Aliso Viejo Community

Association owns and maintains Woodfield Park, adjacent to Aliso Niguel High School. The Winter 2016 LUMA allows the District to use Woodfield Park, baseball field #5 from early February until mid-May 2016 for a fee of \$350, as detailed in the LUMA. The Winter 2016 LUMA is similar to past years' agreements relating to the use of Woodfield Park.

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

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

**19. ARCHITECTURAL AND RELATED SERVICES AGREEMENT–WLC ARCHITECTS, INCORPORATED–ALISO NIGUEL HIGH SCHOOL MODULAR PORTABLE:**

Approval of the Agreement for Architectural and Related Services with WLC Architects, Incorporated to provide services related to the design and construction of one portable classroom and associated site work at Aliso Niguel High School to accommodate a growing orchestra and band program. The fixed fee for basic services is \$23,000 plus reimbursable expenses in the amount of \$4,620 as detailed in the Agreement. Due to the size of the Agreement for Architectural and Related Services, it will be posted online in the District Board Agendas and Supporting Documentation page. This project is funded by CFD funds.

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

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

**20. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION:**

Approval of the ratification of special education Informal Dispute Resolution Case #20160121. Due to the confidential nature of the Agreement, supporting information is provided to Trustees under separate cover. There is no financial impact.

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

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

**21. AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS AGREEMENT FOR AVID SECONDARY MEMBERSHIP:**

Approval of the Amendment to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership. This Amendment is to provide additional requested services to new District administrative staff. The term of this Amendment remains July 1, 2015 through June 30, 2016. The additional services requested under this contract are quoted to be \$6,300, funded by Local Control Accountability Plan 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: Susan Holliday, Assistant Superintendent, Education Services***

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**EXHIBIT 21**

**22. RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ADOPTING A NEGATIVE DECLARATION; APPROVING THE ESENCIA K-8 PROJECT; AND DELEGATING AUTHORITY TO STAFF TO EXECUTE THE NOTICE OF DETERMINATION:**

Approval of Resolution No. 1516-34 authorizing the adoption of the Negative Declaration for Esencia K-8 in compliance with California Environmental Quality Act (CEQA) Guidelines 15072. The Construction Facilities Department drafted an environmental study in the form of a Negative Declaration for the proposed Esencia K-8 property. On January 11, 2016, the District posted public notice of the Negative Declaration for the Esencia K-8 Project for a 30 day public review and comment

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**EXHIBIT 22**

period. In compliance with CEQA Guidelines, public comments have been addressed and published in the Negative Declaration. With approval of Resolution No. 1516-34, District staff will procure and execute the Notice of Determination. Due to the size of the Negative Declaration, 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***

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

**ROLL CALL:**

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

**CURRICULUM & INSTRUCTION**

**23. STUDENT READMISSIONS:**

Approval to readmit students from expulsion. Due to the confidential nature of this item, the supporting information for this item is provided to Trustees under separate cover.

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

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

**24. CALIFORNIA DEPARTMENT OF EDUCATION WAIVER APPROVAL TO OFFER A MODIFIED INSTRUCTIONAL DAY TRANSITIONAL KINDERGARTEN PROGRAM AT KINOSHITA ELEMENTARY SCHOOL:**

Approval of waiver to offer modified instructional day Transitional Kindergarten program, Pursuant to Education Code §37202. Transitional Kindergarten programs operated by a district must be of equal length to any kindergarten programs operated by the same district, unless there is an approved State Board of Education [waiver](#) on file. By statute, the maximum school day in kindergarten is four hours (Education Code §46110). An exception to this statute allows schools that have adopted an early primary program (extended-day kindergarten) to exceed four hours (Education Code §8973). The kindergarten program at Kinoshita Elementary School currently offers an extended-day kindergarten program. A waiver is needed to request a modified instructional day for the Transitional Kindergarten class at Kinoshita Elementary School that reflects a different schedule than the kindergarten classroom on site. The waiver would apply to the 2015-2016 and 2016-2017 school years. There is no financial impact.

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

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

**25. CALIFORNIA STATE UNIVERSITY, FULLERTON MASTER TEACHER PAYMENT:**

Approval of payment to District master teachers who supported a student teacher during the 2015 Fall semester. Student teachers from various universities are placed in the District throughout the school year. Current university agreements specify that institutions pay master teachers a nominal stipend for their supervision and support of student teachers. California State University, Fullerton has agreed to reimburse the District for all costs associated with compensating master teachers. The

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**EXHIBIT 24**

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**EXHIBIT 25**



compensation amounts vary because of different statutory costs and nature of assignments.

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

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

- |   |   |                               |
|---|---|-------------------------------|
| 26.   | <p><b>FIELD EXPERIENCE/STUDENT TEACHING AGREEMENT – SAN DIEGO CHRISTIAN COLLEGE:</b></p> <p>Approval of unpaid field experience/student teaching agreement with San Diego Christian College for placement of teaching candidates. During the school year, master educators are selected to work with teaching candidates to fulfill the fieldwork/student teaching requirements at various institutes of higher education. Fieldwork/ student teaching experience is necessary to earn a teaching credential.</p> <p><b><i>CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.</i></b></p> <p><b><i>Contact: Susan Holliday, Assistant Superintendent, Education Services</i></b></p> | Page 194<br><b>EXHIBIT 26</b> |
| <p><b>27. FIELD EXPERIENCE/STUDENT TEACHING AGREEMENT – UNIVERSITY OF PHOENIX:</b></p> <p>Approval of unpaid field experience/student teaching agreement with University of Phoenix for placement of teaching candidates. During the school year, master educators are selected to work with teaching candidates to fulfill the fieldwork/student teaching requirements at various institutes of higher education. Fieldwork/ student teaching experience is necessary to earn a teaching credential.</p> <p><b><i>CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.</i></b></p> <p><b><i>Contact: Susan Holliday, Assistant Superintendent, Education Services</i></b></p> |   |                               |
| <p><b><u>GENERAL FUNCTIONS</u></b></p>  |   |                               |
| 28.   | <p><b>MODIFICATION TO THE AGENDA:</b></p> <p>Approval to change the format of the Board meeting agenda to move the Consent Calendar to the beginning of the agenda following any Public Hearings and before Discussion/Action and Information/Discussion items.</p> <p><b><i>Contact: Kirsten M. Vital, Superintendent</i></b></p>  |                               |
| 29.   | <p><b>SCHOOL BOARD MINUTES:</b></p> <p>Approval of the minutes for the November 18, 2015 Regular Board Meeting.</p> <p><b><i>Contact: Colleen Hayes, Manager IV, Superintendent’s Office</i></b></p>  | Page 203<br><b>EXHIBIT 29</b> |
| 30.   | <p><b>SCHOOL BOARD MINUTES:</b></p> <p>Approval of the minutes for the December 9, 2015 Regular Board Meeting.</p> <p><b><i>Contact: Colleen Hayes, Manager IV, Superintendent’s Office</i></b></p>   | Page 211<br><b>EXHIBIT 30</b> |
| 31.   | <p><b>SCHOOL BOARD MINUTES:</b></p> <p>Approval of the minutes for the January 13, 2016 Regular Board Meeting.</p> <p><b><i>Contact: Colleen Hayes, Manager IV, Superintendent’s Office</i></b></p>   | Page 212<br><b>EXHIBIT 31</b> |
| 32.   | <p><b>SCHOOL BOARD MINUTES:</b></p> <p>Approval of the minutes for the January 20, 2016 Board workshop minutes.</p> <p><b><i>Contact: Colleen Hayes, Manager IV, Superintendent’s Office</i></b></p>  | Page 213<br><b>EXHIBIT 32</b> |

## HUMAN RESOURCE SERVICES

33. **JOINT POWERS AGREEMENT – THE SCHOOL EMPLOYERS ASSOCIATION OF CALIFORNIA:** Page 215  
**EXHIBIT 33**  
Approval of the Joint Powers Agreement with the School Employers Association of California (SEAC) to provide employers services in order to maintain programs, policies, and procedures necessary to understand and be guided by the provisions of the Educational Employment Relations Act, California Government Code Sections 3540, et seq. The SEAC mission is to provide education, support, and professional development to superintendents and management team negotiators through training, research, and advocacy. Services include sharing current information and research; offering conferences, workshops, consultation; and practicing proactive advocacy in support of management's rights in collective bargaining and human resources management. By becoming a signatory, a member agency agrees to provide the Association with a total annual payment, based upon the number of employees of the member, as set forth in the fee schedule indicated in the Agreement. The Annual fee for the District is estimated to be \$3,413. School districts shall be members of the Association for an initial one-year term. Membership terms shall automatically renew year to year, on the same terms and conditions as the prior term, unless the member notifies the Association in writing 90 days prior to June 30.  
*CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.*  
*Contact: Tim Brooks, Executive Director, Human Resource Services/Investigations*
34. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:** Page 225  
**EXHIBIT 34**  
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: Tim Brooks, Executive Director, Human Resource Services/Investigations*
35. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:** Page 226  
**EXHIBIT 35**  
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: Tim Brooks, Executive Director, Human Resource Services/Investigations*

## ADJOURNMENT

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

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS  
WEDNESDAY, MARCH 9, 2016, 7:00 P.M.  
AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM,  
33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

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

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

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

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

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

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

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

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

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

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

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

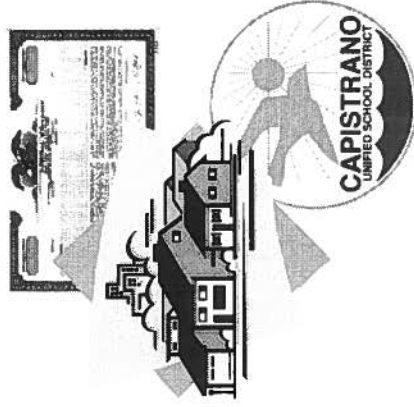
**CLOSED SESSION.** In accordance with Education Code §35146 and Government Code §54957, the Board may recess to Closed Session to discuss personnel matters which they consider inadvisable to take up in a public meeting.

#### **REASONABLE ACCOMMODATION**

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

# Capistrano Unified School District

## Financing Plans for our Community Facilities Districts



## Government Financial Strategies

Presented by Keith Weaver  
February 24, 2016

# Tonight's Agenda

## ◆ CFDs with potential activity during this year:

Community Facilities District 87-1 (Mission Viejo/Aliso Viejo)
Community Facilities District 90-2 (Talega)
Community Facilities District 90-2, Improvement Area No. 2002-1 (Talega)
Community Facilities District 92-1 (Las Flores)
Community Facilities District 98-1 (Pacifica San Juan)
Community Facilities District 98-2 (Ladera)
Community Facilities District 2004-1 (Rancho Madrina)
Community Facilities District 2005-1 (Whispering Hills)



## ◆ Summary and Next Steps

# First Agenda Item

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## ◆ "Pacifica San Juan" CFD 98-1

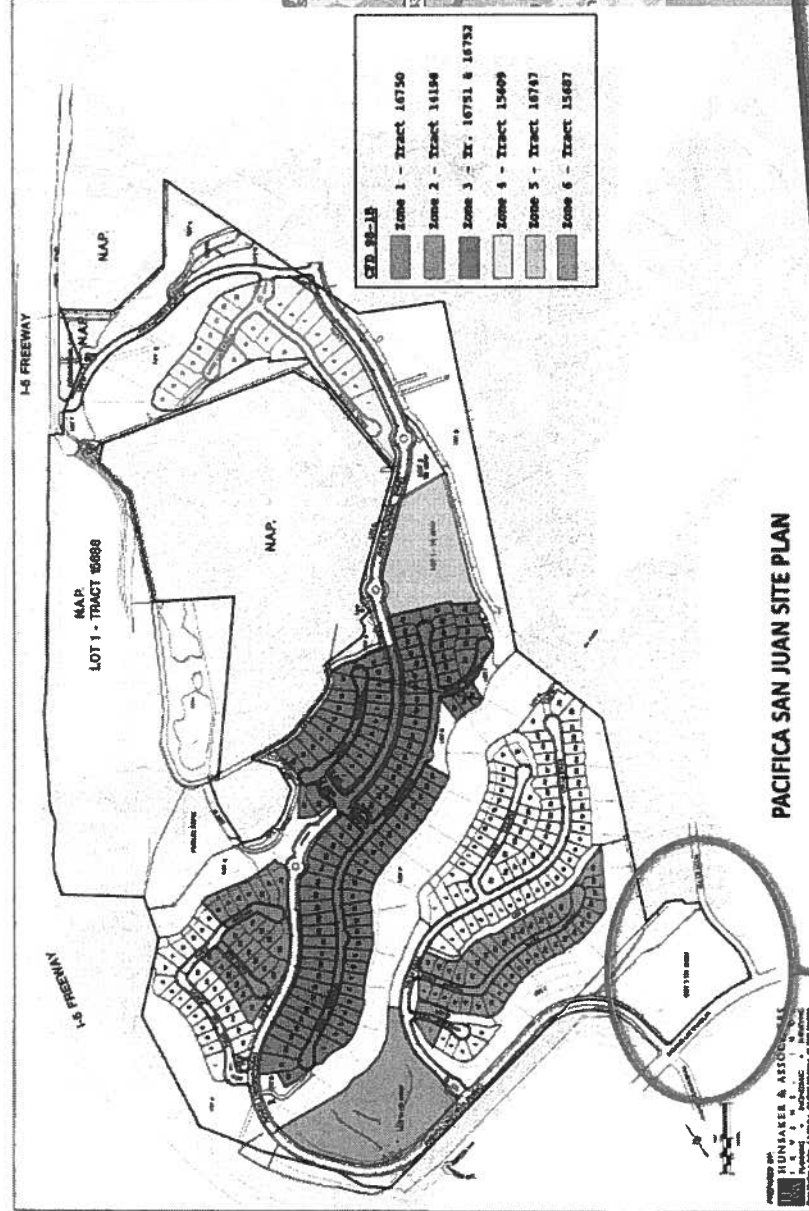


# Pacifica San Juan History

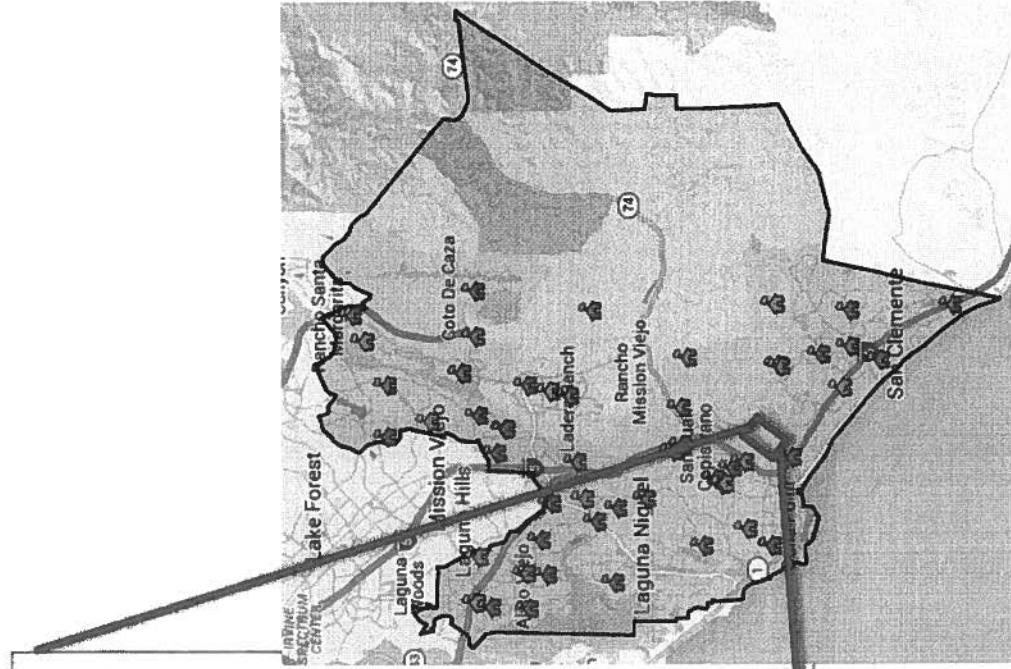
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- ◆ 1998-1999: CFD was originally formed.
- ◆ 2003: City approved final development plans for 416 homes.
- ◆ 2004: CFD was amended based on updated development plans.
- ◆ Original developer, SunCal's SJD Partners, and homebuilder, John Laing Homes, built 98 homes.
- ◆ 2008: after SunCal fell behind in debt payments, Lehman Brother's LV Pacific Point foreclosed on SunCal.
  - ▶ Lehman Brothers declared bankruptcy 2 weeks later.
  - ▶ SunCal declared bankruptcy 2 months later.
  - ▶ John Laing Homes declared bankruptcy 3 months later.
- ◆ 2012: Lehman Brothers emerged from bankruptcy.
- ◆ 2015: Pacific Point Development Partners, led by Taylor Morrison Homes, purchased the remaining 318 lots.

# Pacifica San Juan Site



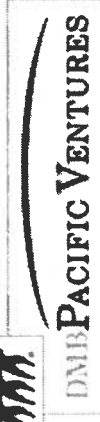
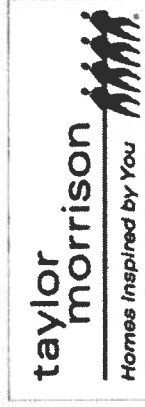
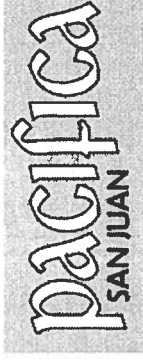
District has Purchase Option for this Site  
from Pacific Point Development Partners





# Interested Parties in CFD

- ◆ Homeowners
  - ▶ Pay taxes and benefit from public improvements
- ◆ Pacific Point Development Partners
  - ▶ Build new homes
- ◆ City of San Juan Capistrano
  - ▶ Fund city infrastructure
- ◆ Capistrano Unified School District
  - ▶ Fund school facilities

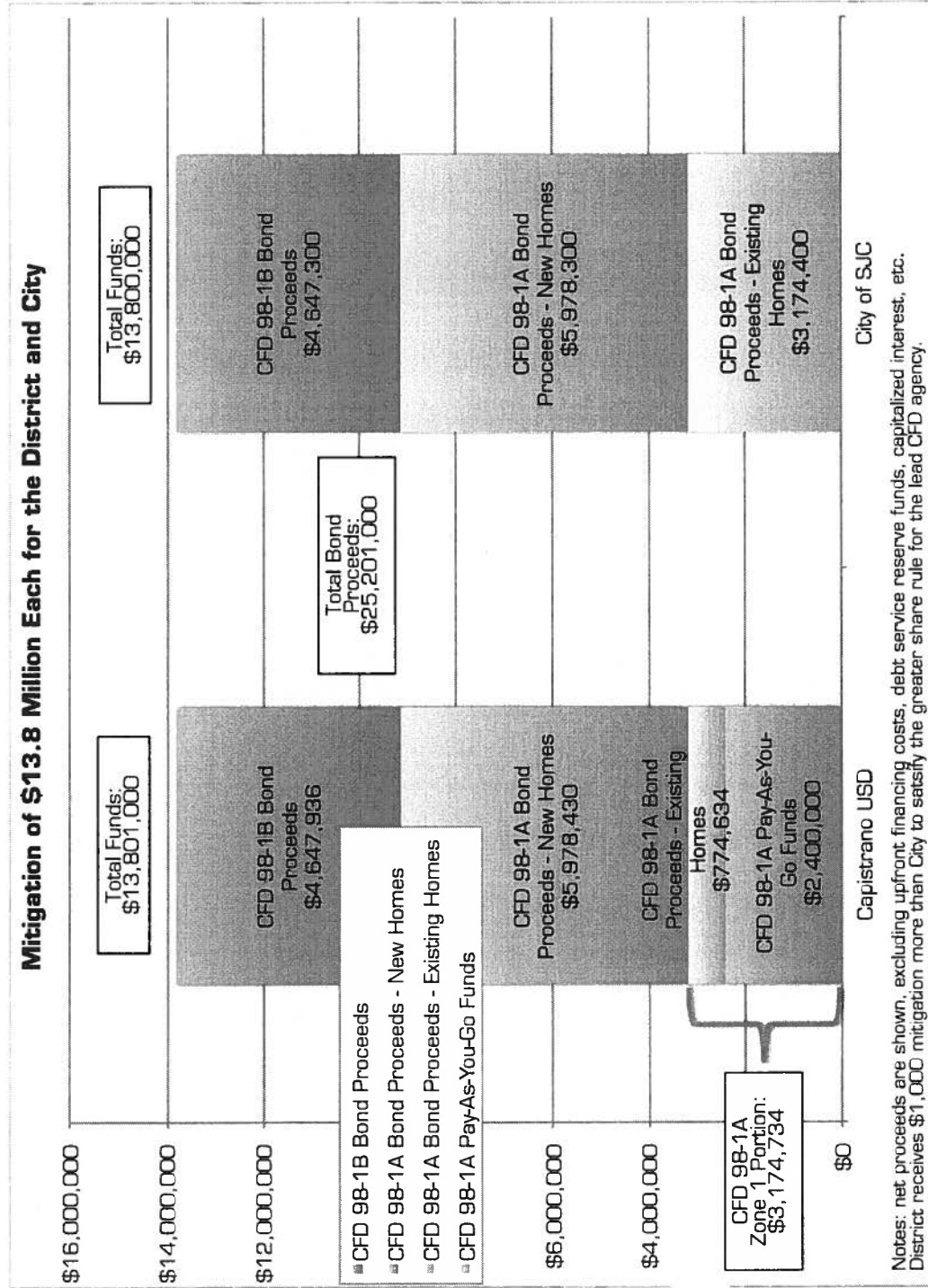


# Key Features of Amended CFD

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- ◆ “Pacifica San Juan” CFD will be amended in two groups:
- ◆ CFD 98-1A
  - ▶ Existing 98 homes
    - Pay pro-rata share of total development mitigation
    - Receive credit for pay-as-you-go funds already paid
    - Tax levy calculated to be 39.67% of the maximum
  - ▶ New 318 homes
    - Pay same 39.67% tax levy to fund portion of their mitigation
- ◆ CFD 98-1B – just covers the new 318 homes
  - ▶ Pay remaining share of total development mitigation
  - ▶ 6 tiers of taxes based on 6 zones of location/housing product

# Both District and City Receive \$13.8M



# Potential Facilities

## ◆ Schools that serve the CFD:



**HAROLD AMBUEHL  
ELEMENTARY SCHOOL**



**Palisades School**  
Home of the Waves!



**MARCO FORSTER  
MIDDLE SCHOOL**



**SAN JUAN HILLS  
HIGH SCHOOL**

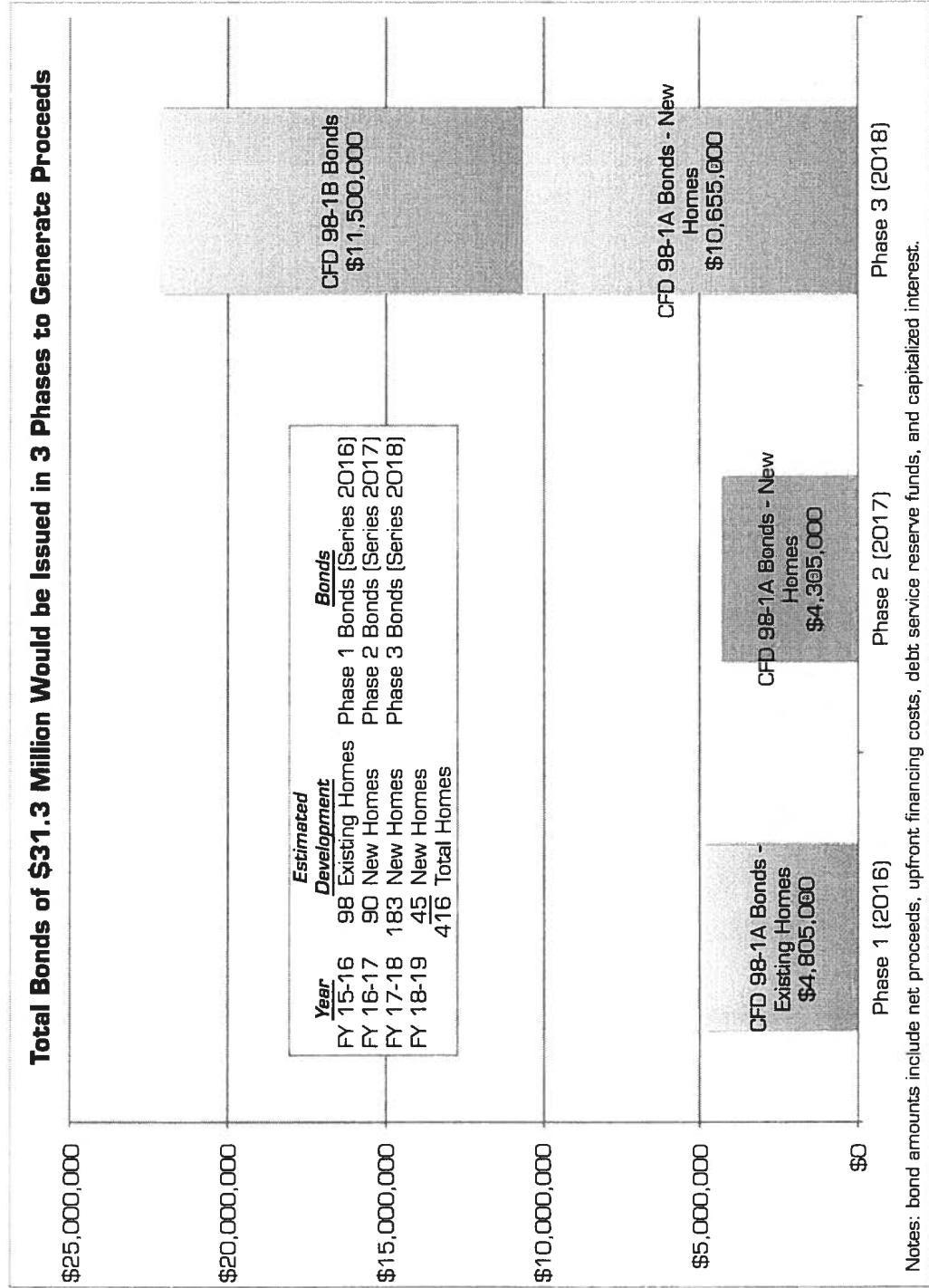
## ◆ City infrastructure: street, water, sewer, and other improvements

# Purchase Option

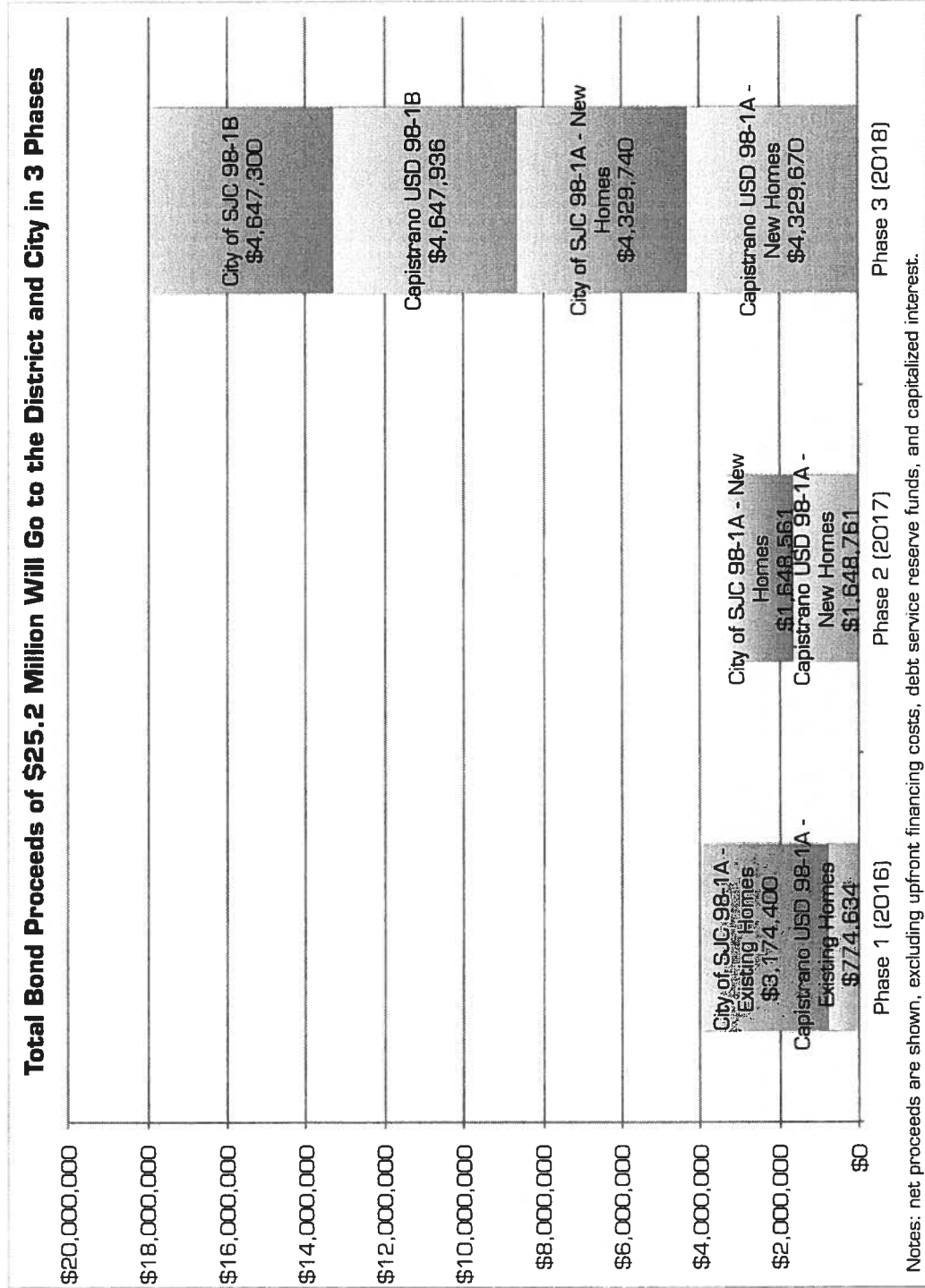
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- ◆ The District has an option to purchase land in the CFD.
  - ▶ 7.292 acres
  - ▶ Purchase price of \$6 million
  - ▶ Option must be exercised within 9 months of receipt of bond proceeds that, when combined with pay-as-you-go funds, equal or exceed the purchase price.
    - Estimated to be spring or summer 2018.
- ◆ To retain flexibility to determine best use of the site, the District will pursue re-entitlement of the site to a zoning of school and/or residential property.
  - ▶ Any potential future development that may occur on the site may be subject to the CFD tax.

# Bonds Issued Over an Estimated 3 Years

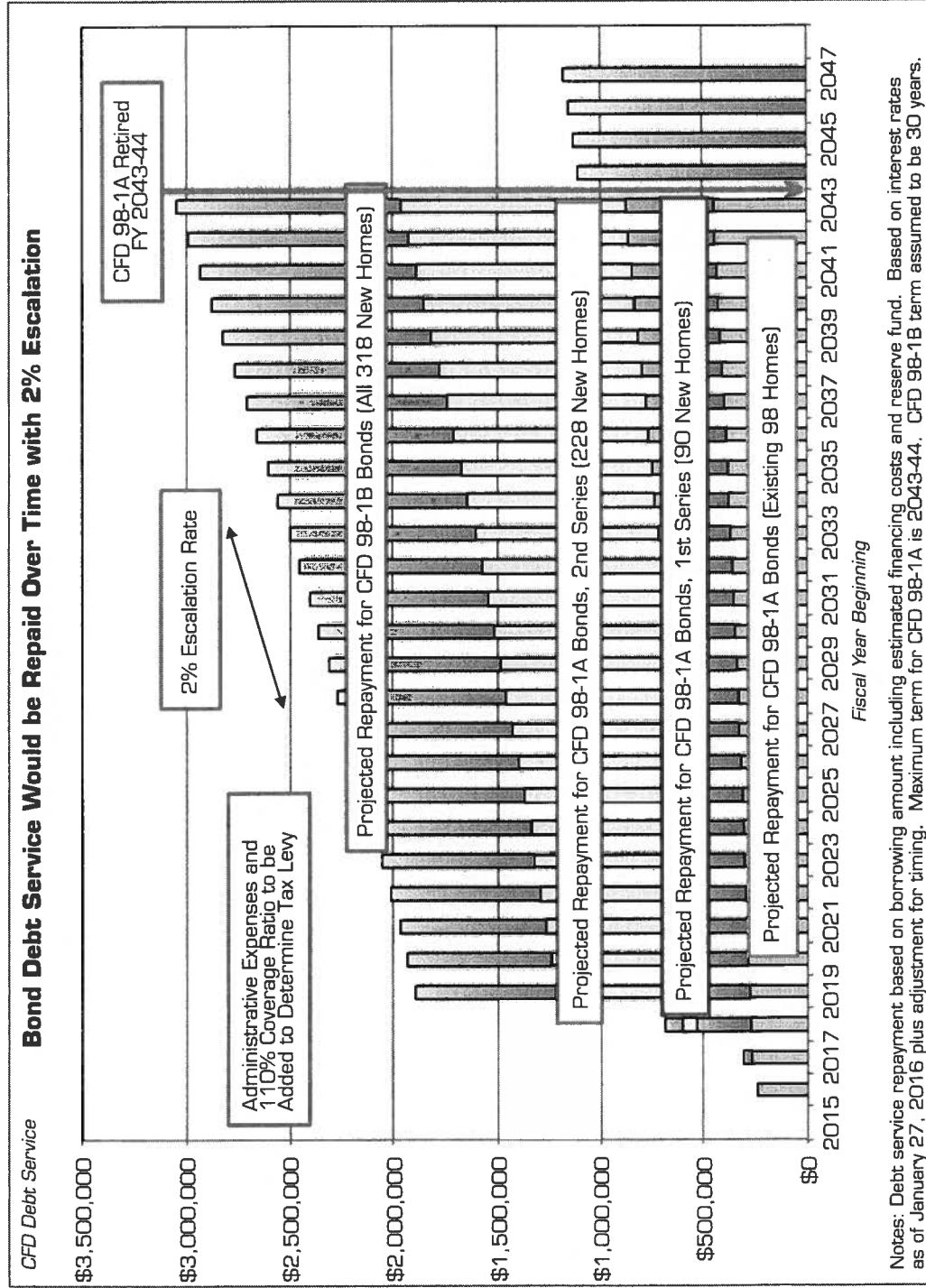


# Funds Received Over an Estimated 3 Years





# Bonds Repaid Over Time





# Next Agenda Item

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## ◆ "Whispering Hills" CFD 2005-1

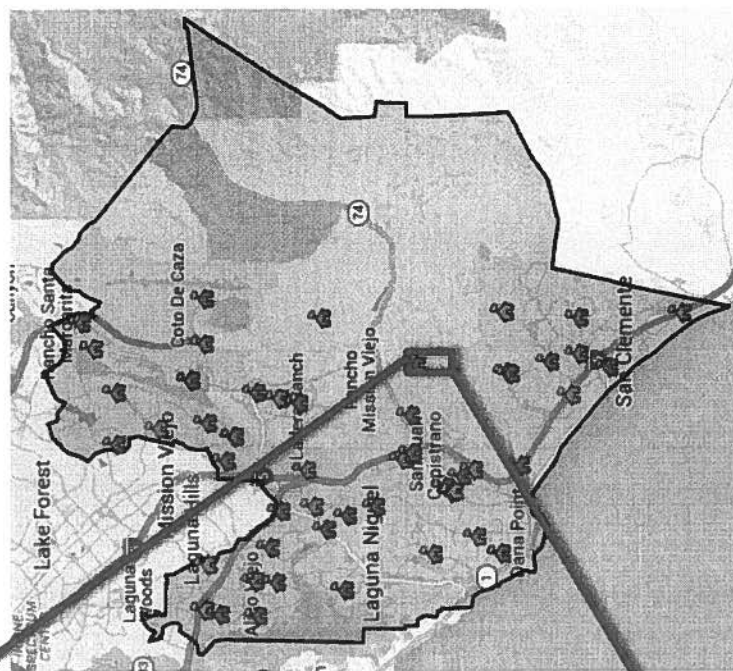


# Whispering Hills History

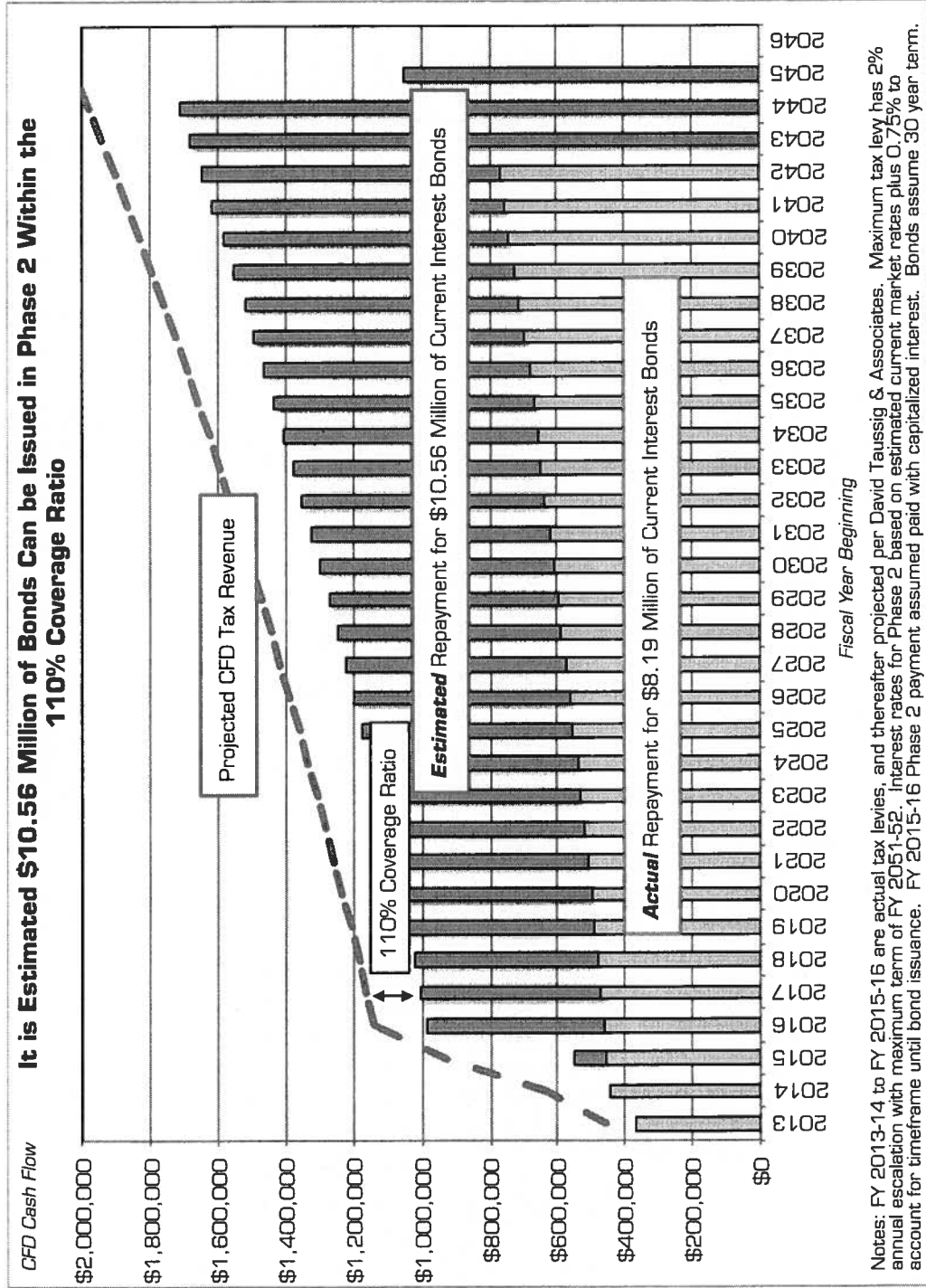
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- ◆ 2005: CFD was originally formed.
- ◆ 2009: land was acquired by Rancho San Juan Development.
- ◆ 2011: CFD was amended based on updated development plans.
- ◆ Woodbridge Pacific Group proceeded with building two residential communities: "Valinda" and "Mirador".
- ◆ 2013: \$8.19 million of bonds issued.
  - ▶ Based on 74 homes with building permits.
- ◆ 2015: building permits issued on all 140 homes.
  - ▶ All homes expected to be sold by Spring 2016.

# Whispering Hills Site

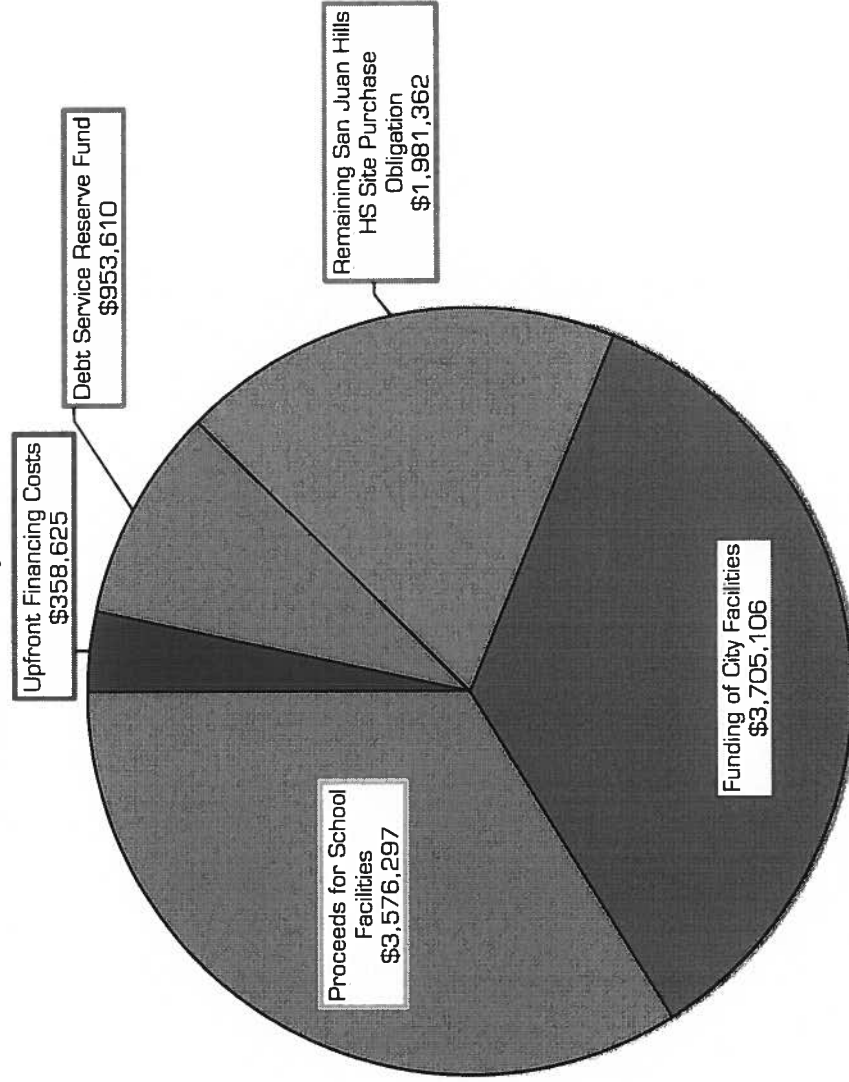


# \$10.5 Million of Bonds Estimated



# \$3.5 Million of Facilities Funds Estimated

**Approximately \$3.5 Million of the Phase 2 Bond Issuance is Estimated to Be Available for Facilities Projects**



Note: \* Upfront financing costs include original issue premium/discount, underwriter's discount and costs of issuance. Allocations per First Amended Mitigation Agreement. Out of the original \$6 million San Juan Hills HS site interest-free purchase obligation, just over \$4 million was paid from the Series 2013 bonds. 40% of the net bond proceeds (after upfront financing costs and debt service reserve fund) go to the City, and the remainder goes to the District.

# Potential Facilities

- ◆ Schools that serve the CFD:



**HAROLD AMBUEHL  
ELEMENTARY SCHOOL**



**MARCO FORSTER  
MIDDLE SCHOOL**



**SAN JUAN HILLS  
HIGH SCHOOL**

- ◆ City: street, water, sewer, landscaping and other improvements, police, fire, library, and recreation facilities, etc.

# Next Agenda Item

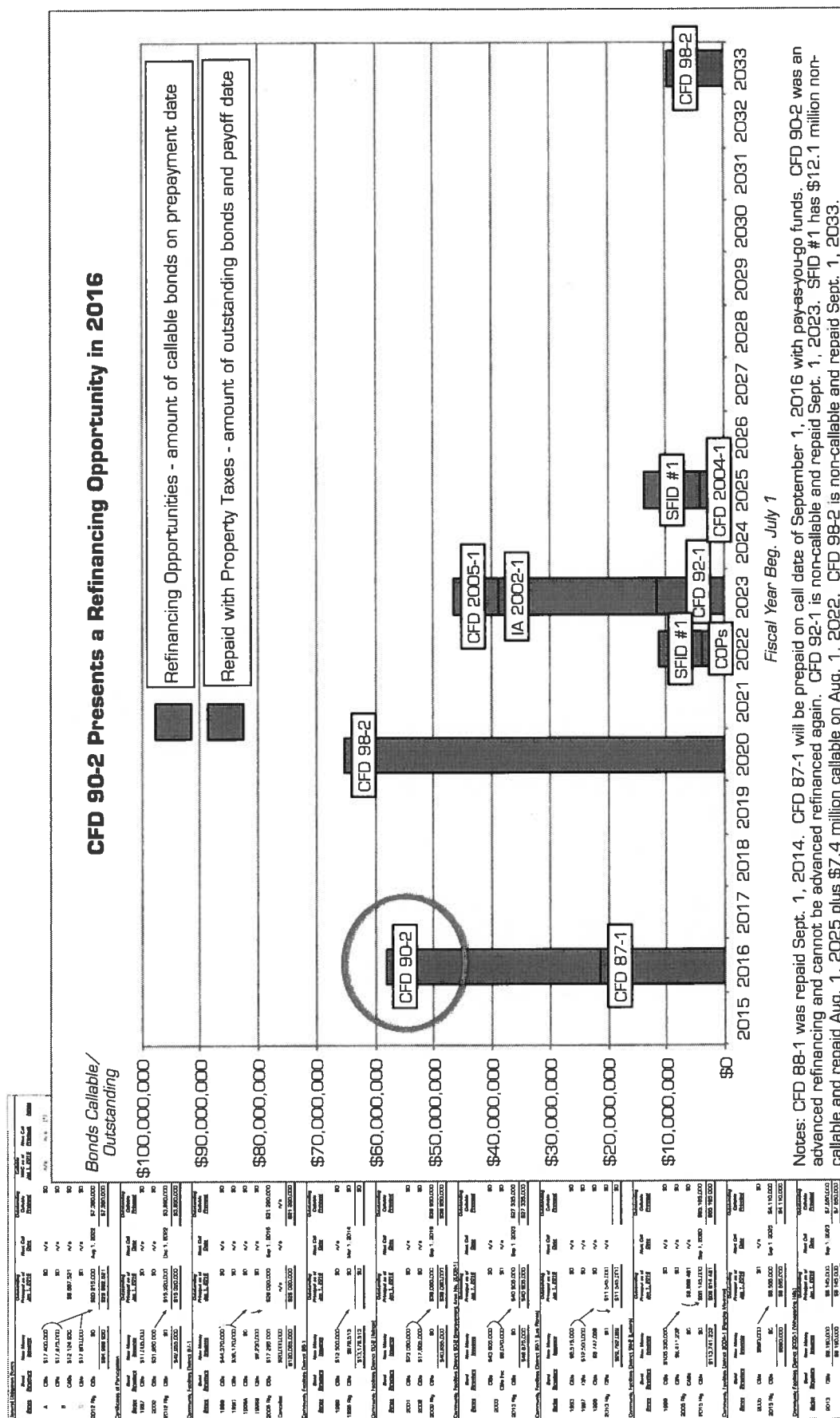
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## ◆ "Talega" CFD 90-2





# Monitoring the Debt Portfolio

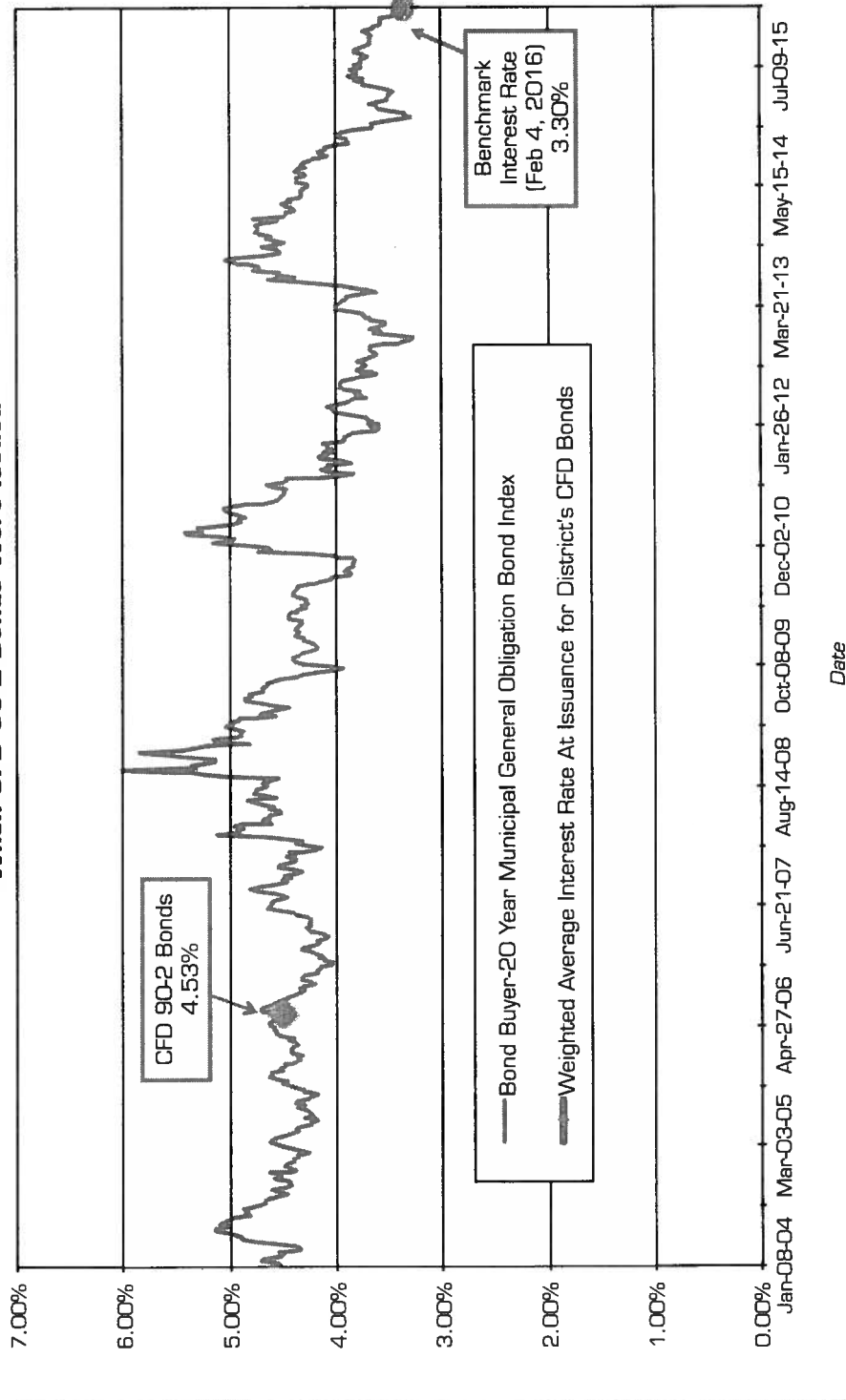


21 of 226



# Interest Rates are Lower Today

**The Municipal Bond Benchmark Interest Rate is Lower Today Than It Was in 2006  
When CFD 90-2 Bonds Were Issued**



Notes: The 20-Bond Index consists of 20 general obligation bonds that mature in 20 years and is compiled every Thursday. The average rating of the 20 bonds is roughly equivalent to Moody's Investors Service's Aa2 rating and Standard & Poor's Rating Service AA.

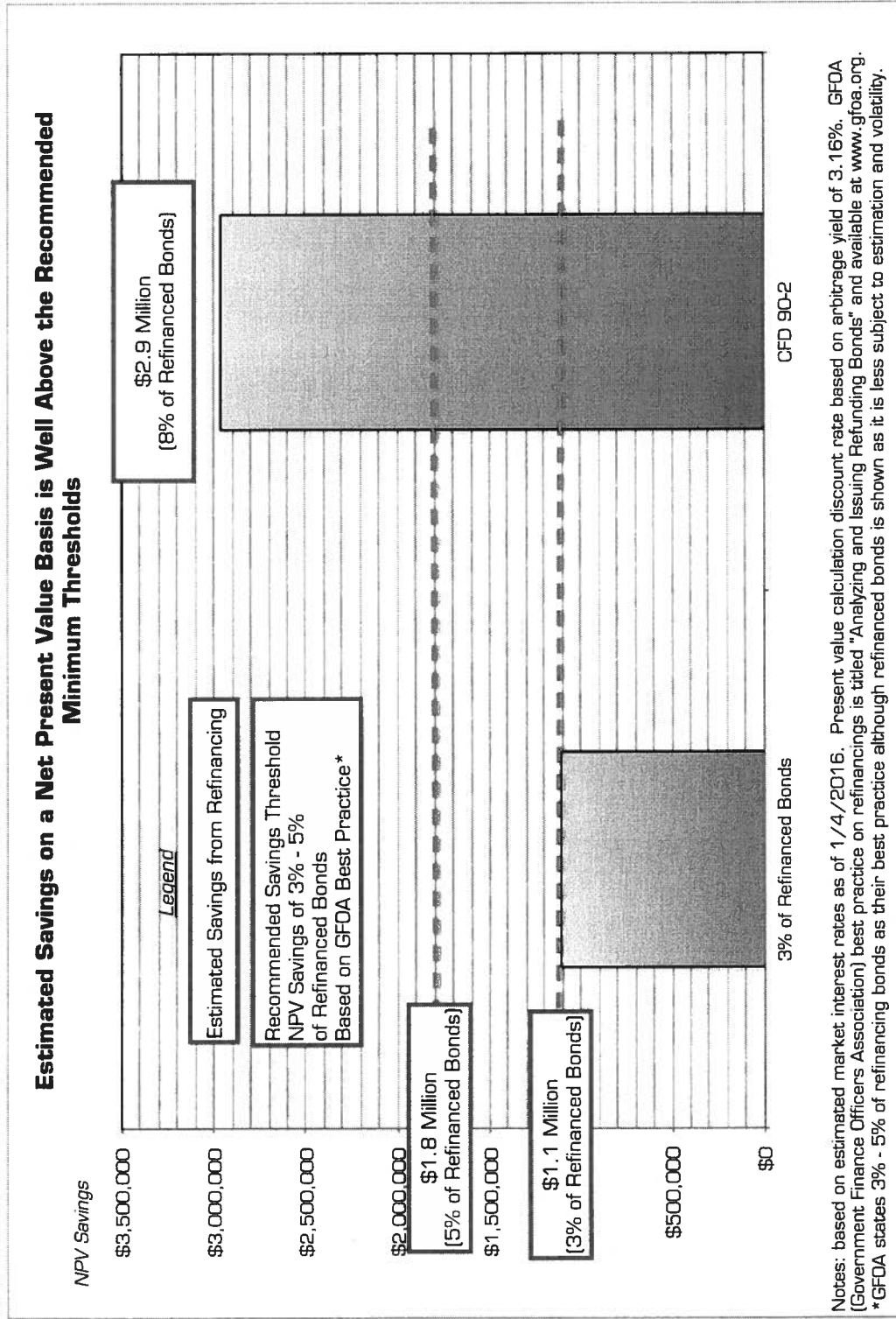
Date

# Establishment of Minimum Savings

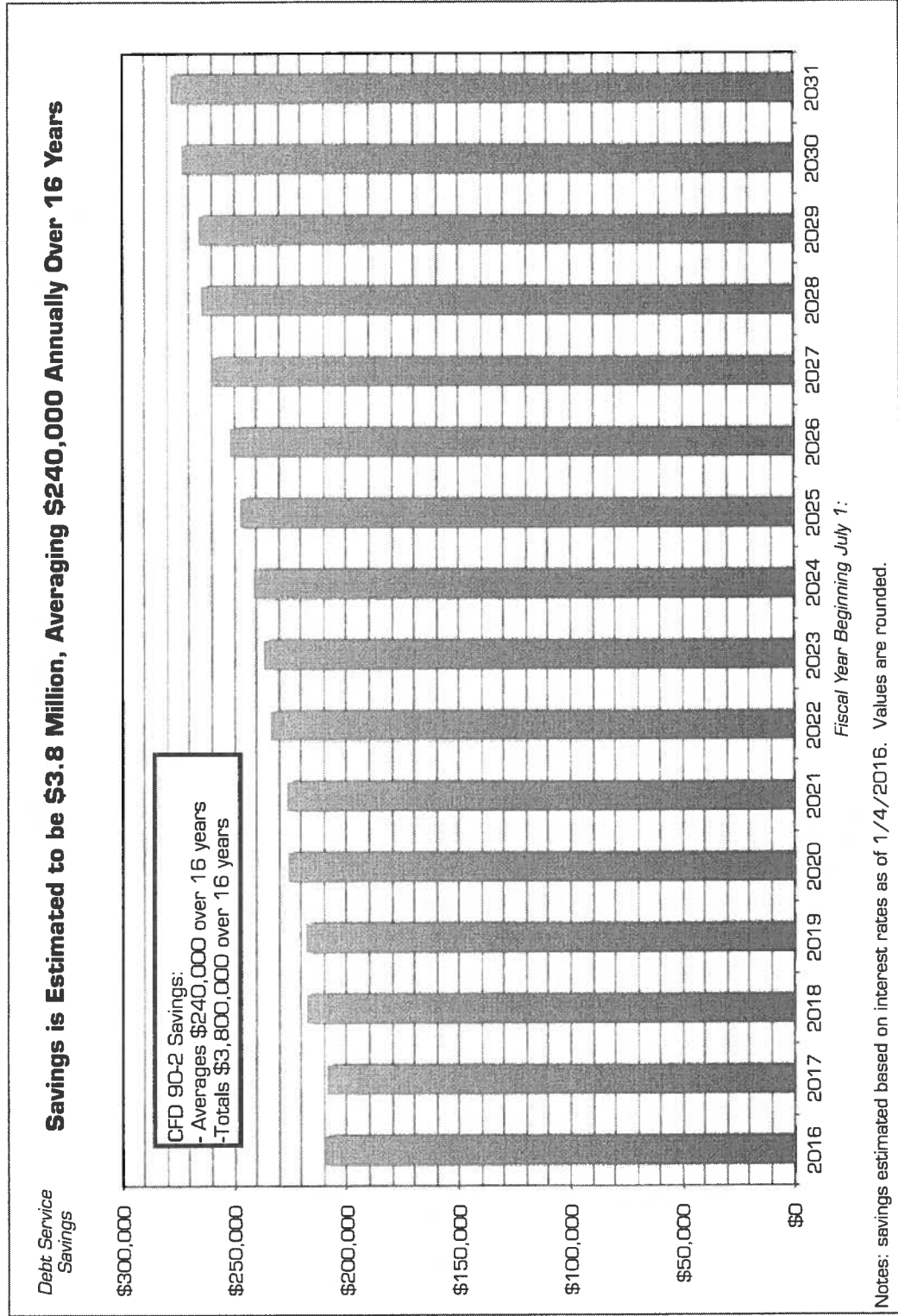
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- ◆ Since interest rates could increase or the reception to the CFD credit could be lower than expected, we recommend a minimum present value savings threshold to complete the refinancing.
- ◆ Based on Government Finance Officers Association (GFOA) Best Practices, we suggest a minimum present value savings threshold of 3% of the principal amount refinanced:
  - ▶ If the savings threshold cannot be achieved, the refinancing will be placed on hold.
- ◆ Almost all of the estimated upfront costs would only be paid if and when the refinancing is completed.

# NPV Savings "In Today's Dollars"

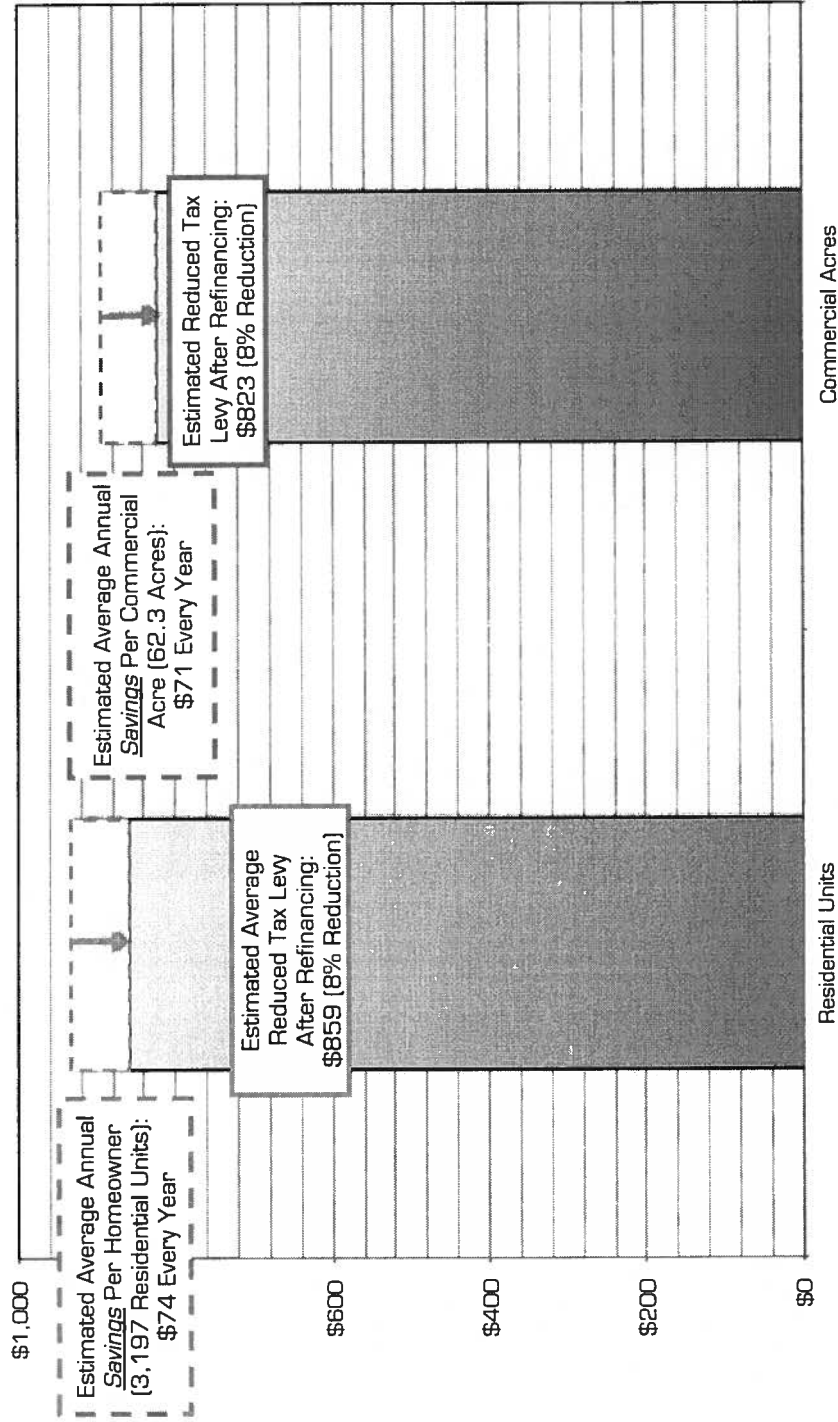


# \$3.8 Million Total Savings Estimated



# For Board Consideration

**If the District Applied the Savings Towards Reducing Tax Levies, It Could Save the Average Homeowner \$74 Annually and Commercial Property \$71 per Acre Annually**



Notes: current average tax levy based on CFD administration reports for most recently completed Fiscal Year 2015-16. Tax levy savings based on estimated reduction in debt service from refinancing and portion of tax levy attributable to residential units and commercial acres.

# Next Agenda Item

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## ◆ "Mission Viejo/Aliso Viejo" CFD 87-1



# CFD 87-1 Prepayment

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- ◆ Bonds were most recently issued in 2006:
  - ▶ \$26 million is currently outstanding.
  - ▶ The weighted average interest rate is 5.00%.
  - ▶ The final payment date is scheduled for Sept. 1, 2020.
  - ▶ The bonds can be prepaid beginning Sept. 1, 2016.
  
- ◆ The CFD will be terminated with prepayment.
  - ▶ Tax revenue in FY 2015-16 was \$10.7 million.
  - ▶ The tax levy have not been raised since FY 2012-13.
  - ▶ Assuming the same tax revenue through FY 2019-20:
    - Prepayment would eliminate \$42.8 million of taxes.

# Final Agenda Item

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## ◆ Summary and Next Steps





# Summary

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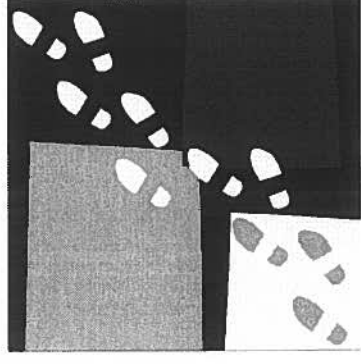
- ◆ "Pacifica San Juan" CFD 98-1
  - ▶ CFD 98-1A: reduce tax levy and issue bonds to fund facilities
  - ▶ CFD 98-1B: form the CFD to overlay the new homes
- ◆ "Whispering Hills" CFD 2005-1
  - ▶ Issue second series of bonds to fund facilities
- ◆ "Talega" CFD 90-2
  - ▶ Refinancing existing bonds
- ◆ "Mission Viejo/Aliso Viejo" CFD 87-1
  - ▶ Prepay existing bonds

# Next Steps

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- ◆ March 23<sup>rd</sup> Board considers approval of:
  - ▶ 98-1B Resolution of Intention and related documents
  
- ◆ April 27<sup>th</sup> Board considers approval of:
  - ▶ 98-1B Resolution of Formation and related documents
  - ▶ 98-1A Resolution authorizing issuance of bonds
  - ▶ 2005-1 Resolution authorizing issuance of bonds
  - ▶ 90-2 Resolution authorizing refinancing
  - ▶ 87-1 Resolution authorizing prepayment

- ◆ Estimated completion dates:
  - ▶ June: 98-1A bonds
  - ▶ July: 2005-1 bonds
  - ▶ August: 90-2 refinancing
  - ▶ September: 87-1 prepayment



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 24, 2016

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

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Staff was still preparing this exhibit at the time the agenda went to print. The supporting documentation will be distributed to Trustees and posted to the web by Friday, February 19, 2016.

## 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 endorses the neighborhood public school concept. However, the Board recognizes that some parents/guardians may wish to choose a school of attendance other than the school in whose boundary they reside (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, the new school is designated as a student's School of Record and School of Choice applications are not needed until matriculation to middle and/or high school. The Language Immersion and International Baccalaureate 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 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 boundary 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 2016-2017 school year at the employees' work site, ~~if it is a non-impacted school campus~~ **if there is room in grade level.** After a determination of the number of open seats in each school, requests for School of Choice placement will be

**SCHOOL OF CHOICE** (continued)

honored according to the following Priority Criteria until all openings in a given school are filled:

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 capacity of the school campus.

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.

**Priority Criteria**

If a student has continuously attended their School of Residence and moves anytime during the ~~academic~~ year, the student may apply for School of Choice upon moving. The student may remain at that school until he/she matriculates 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 have 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."
- C. Any K-11 student whose sibling is already enrolled in a ~~non-impacted~~ school and desires to will be co-enrolled during the coming school year **if there is room in grade level**. 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 Individualized Education Program (IEP) process will have priority to co-enroll their siblings.
- D. **Any student in continuous enrollment participating in a K-12 District program.**

**Placement Procedures**

The District will fill openings in the order of the above-listed placement 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 Criteria, then the District shall conduct a lottery among the students within that Priority Criteria and grant applications in the order of the names drawn within that category.-

**SCHOOL OF CHOICE** (continued)

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.

Parents/guardians who apply for a School of Choice transfer before the published application deadline shall receive notice regarding the status of their 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.

**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 Record 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.

Recruitment of students by school personnel to attend a high school other than the School 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 strictly the responsibility of the parent/guardian.

**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 student back to his/her School 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 student subject to transfer back to his/her School of Residence or another school

**SCHOOL OF CHOICE** (continued)

deemed appropriate have the right to an Admission and Discharge hearing relative to the infraction that resulted in the involuntary transfer.

A student deemed to have enrolled in a school via School of Choice by falsifying attendance or residency records shall be returned to School of Residence immediately.

A student requesting a transfer to his/her School of Residence, after having been accepted into another school through the School of Choice process, will not be guaranteed a place in his/her School of Residence, until after the next School of Choice cycle, unless space is available.

*Legal Reference:***EDUCATION CODE**

*35160 Authority of governing boards*

*35160.1 Broad authority of school districts*

*35160.5 District policies; rules and regulations*

*35291 Rules*

*35350 Transportation of students*

*35351 Assignment of students to particular schools*

*29 Ops.Cal.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: December 9, 2015

revised:

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

## BUDGET

~~The District budget shall be prepared annually from the best possible estimates that individual schools and District administrative staff can provide. The Superintendent or designee shall determine the manner in which the budget is prepared and shall schedule the budget adoption process in accordance with legal time requirements. Budget proposals shall be compatible with Governing Board policy and long range District goals.~~

~~(cf. 1220 – Citizen Advisory Committees)~~

~~(cf. 3020 – Fiscal Policy Team)~~

The Board of Trustees recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with the district’s vision, goals, priorities, local control and accountability plan (LCAP), and other comprehensive plans. The District budget shall guide decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the District.

(cf. 0000 – Vision)

(cf. 0020 – Goals for the School District)

(cf. 0400 – Comprehensive Plans)

(cf. 0460 – Local Control and Accountability Plan)

(cf. 3300 – Expenditures and Purchases)

(cf. 3460 – Financial Reports and Accountability)

(cf. 9000 – Role of the Board)

The District budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

### **Budget Development and Adoption Process**

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified District needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed District budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127.

(cf. 9320 - Meetings and Notices)



**BUDGET (continued)**

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323 - Meeting Conduct)

The Board shall adopt the District budget on or before July 1 of each year. (Education Code 42127)

At a public meeting held on a date after the public hearing on the budget, the Board shall adopt the budget following its adoption of the LCAP or an annual update to the LCAP at the same meeting. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127)

The budget that is formally adopted by the Board shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction. (Education Code 42126, 42127)

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

No later than five days after the Board adopts the District budget or by July 1, whichever occurs first, the Board shall file with the County Superintendent of Schools the adopted District budget and supporting data. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

(cf. 1340 - Access to District Records)

If the County Superintendent disapproves or conditionally approves the District's budget, the Board shall review and respond to his/her recommendations at a public meeting on or before September 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

**Budget Criteria and Standards**

The Superintendent or designee shall develop a District budget in accordance with state criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, local control funding formula revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, unrestricted general fund balance, and reserves. In addition, he/she shall provide the supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and LCAP expenditures. (Education Code 33128, 33128.3, 33129, 42127.01; 5 CCR 15440-15451)

**BUDGET** (continued)

The District budget shall provide for increasing or improving services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students. *Unduplicated students* are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Language Learners)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, program requirements, and any other factors necessary to ensure that the budget is a realistic plan for District revenues and expenditures.

(cf. 2210 - Administrative Discretion Regarding Board Policy)

(cf. 3110 - Transfer of Funds)

**Fund Balance**

The District shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. *Nonspendable fund balance* includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.
2. *Restricted fund balance* includes amounts constrained to specific purposes by their providers or by law.
3. *Committed fund balance* includes amounts constrained to specific purposes by the Board.

For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. *Assigned fund balance* includes amounts which are intended for a specific purpose but do not meet the criteria to be classified as restricted or committed.

**BUDGET (continued)**

The Board delegates authority to assign funds to the assigned fund balance to the Superintendent and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements. The Superintendent may further delegate the authority to assign funds at his/her discretion.

5. *Unassigned fund balance* includes amounts that are available for any purpose.

When multiple types of funds are available for an expenditure, the District shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

The Board intends to maintain a minimum assigned and unassigned fund balance in an amount the Board deems sufficient to maintain fiscal solvency and stability and to protect the District against unforeseen circumstances.

If the assigned and unassigned fund balance falls below the level set by the Board due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

**Long-Term Financial Obligations**

The District's current-year budget and multiyear projections shall include adequate provisions for addressing the District's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

(cf. 4141/4241 - Collective Bargaining Agreement)

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

(cf. 7210 - Facilities Financing)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

Legal Reference: (see next page)

**BUDGET (continued)**

Legal Reference:

EDUCATION CODE

1240 Duties of county superintendent of schools

33127-33131 Standards and criteria for local budgets and expenditures

42103 Public hearing on proposed budget; requirements for content of proposed budget

42122-42129 Budget requirements

42130-42134 Financial certifications

42140-42141 Disclosure of fiscal obligations

42238-42251 Apportionments to districts, especially:

42238.01-42238.07 Local control funding formula

42602 Use of unbudgeted funds

42610 Appropriation of excess funds and limitation thereon

45253 Annual budget of personnel commission

45254 First year budget of personnel commission

52060-52077 Local control and accountability plan

GOVERNMENT CODE

7900-7914 Appropriations limit

CODE OF REGULATIONS, TITLE 5

15060 Standardized account code structure

15440-15451 Criteria and standards for school district budgets

15494-15496 Local control funding formula, expenditures

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Best Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund, 2009

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009

Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2004

Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

California Department of Finance: <http://www.dof.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Government Finance Officers Association: <http://www.gfoa.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

School Services of California, Inc.: <http://www.sscal.com>

The District will participate in the single budget adoption process upon proper notification to the County Superintendent. The Board shall hold a public hearing in accordance with law. The Board shall adopt the District budget by July 1 and shall approve any subsequent revisions.

**BUDGET (continued)**

*(cf. 3460 Financial Reports and Accountability) Legal Reference:*

~~EDUCATION CODE~~

~~1620-1630 County office of education budget approval~~

~~33127 Development of standards and criteria for local budgets and expenditures~~

~~33128 Standards and criteria~~

~~33129 Standards and criteria; use by local agencies~~

~~35035 Powers and duties of superintendent~~

~~35161 Powers and duties, generally, of governing boards~~

~~42103 Public hearing on proposed budget; requirements for content of proposed budget; publication of notice of hearing~~

~~42122-42129 Budget requirements~~

~~42132 Resolutions identifying estimated appropriations limit~~

~~42602 Use of unbudgeted funds~~

~~42610 Appropriation of excess funds and limitation thereon~~

~~45253 Annual budget of personnel commission~~

~~GOVERNMENT CODE~~

~~7900-7914 Expenditure limitations~~

~~CODE OF REGULATIONS, TITLE 5~~

~~15440-15452 Criteria and standards for school District budgets~~

~~15467-15479 Criteria and standards for county office of education budgets~~

*Management Resources:*

~~CDE MANAGEMENT ADVISORY~~

~~0203.92 Implementation of AB 1200, 92-03~~

Policy  
adopted: February 26, 1996  
revised:

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

**FUND BALANCE DESIGNATION**

The District hereby establishes and will maintain reservations of Fund Balance, as defined herein, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This policy shall only apply to the District's governmental funds. Fund Balance shall be composed of nonspendable, restricted, committed, assigned, and unassigned amounts.

1. **Nonspendable Fund Balance** consists of funds that are unable to be spent, due to their form (e.g. inventories and prepaid expenditures), or funds that legally or contractually must be maintained intact.
2. **Restricted Fund Balance** consists of funds mandated for a specific purpose by external parties, constitutional provisions, or enabling legislation.
3. **Committed Fund Balance** consists of funds that are set aside for a specific purpose by the District's highest level of decision-making authority (Board of Trustees). The Board of Trustees must take formal action prior to the end of the fiscal year to commit fund balance. The Board of Trustees must be take formal action to remove, or change, the limitations placed on the funds.
4. **Assigned Fund Balance** consists of funds set aside with the intent of use towards a specific purpose by the District's highest level of decision-making authority, or an official that has been given the authority to assign funds. Assigned funds cannot cause a deficit in unassigned fund balance.
5. **Unassigned Fund Balance** consists of excess funds that are not classified in the previous four categories. All funds in this category are considered spendable resources. This category also provides the resources necessary to meet unexpected expenditures and revenue shortfalls.

**Minimum Fund Balance Policy**

The Board of Trustees maintains a minimum fund balance policy for the General fund in order to protect the District against revenue shortfalls or unpredicted one time expenditures. The policy requires a Reserve for Economic Uncertainties consisting of unassigned amounts equal to no less than two percent (2%) of General fund expenditures and other financing uses.

**Authority to Commit Funds**

The Board of Trustees is the highest level of decision-making authority for the District. Commitments may be established, modified, or rescinded only through budget adoption or resolutions as approved by the Board of Trustees.

**FUND BALANCE DESIGNATION** (continued)

**Authority to Assign Funds**

The Board of Trustees, Superintendent, Chief Business Official, or designee may assign amounts for specific purposes.

**Annual Review and Determination of Fund Balance Reserve Amounts**

Compliance with the provisions of this policy shall be reviewed, presented, and discussed as part of the unaudited actuals financial reporting process and presentation to the Board of Trustees. The amounts of nonspendable, restricted, committed, assigned, and unassigned fund balances shall be reported in the unaudited actuals report.



# **Local Control Accountability Plan (LCAP)**

## ***Implementation Update***

**February 24, 2016**

***Vision: An unwavering commitment to student success.***





# Agenda

- Local Control Accountability Plan Overview
- Stakeholder Engagement
- Goals for 2016-2017
- Next Steps

*Vision: An unwavering commitment to student success.*



# Local Control Accountability Plan Overview

## ■ LCAP Infographic

<http://capousd.ca.schoolloop.com/file/1392793917598/1218998864154/4879898818554100835.pdf> (English)

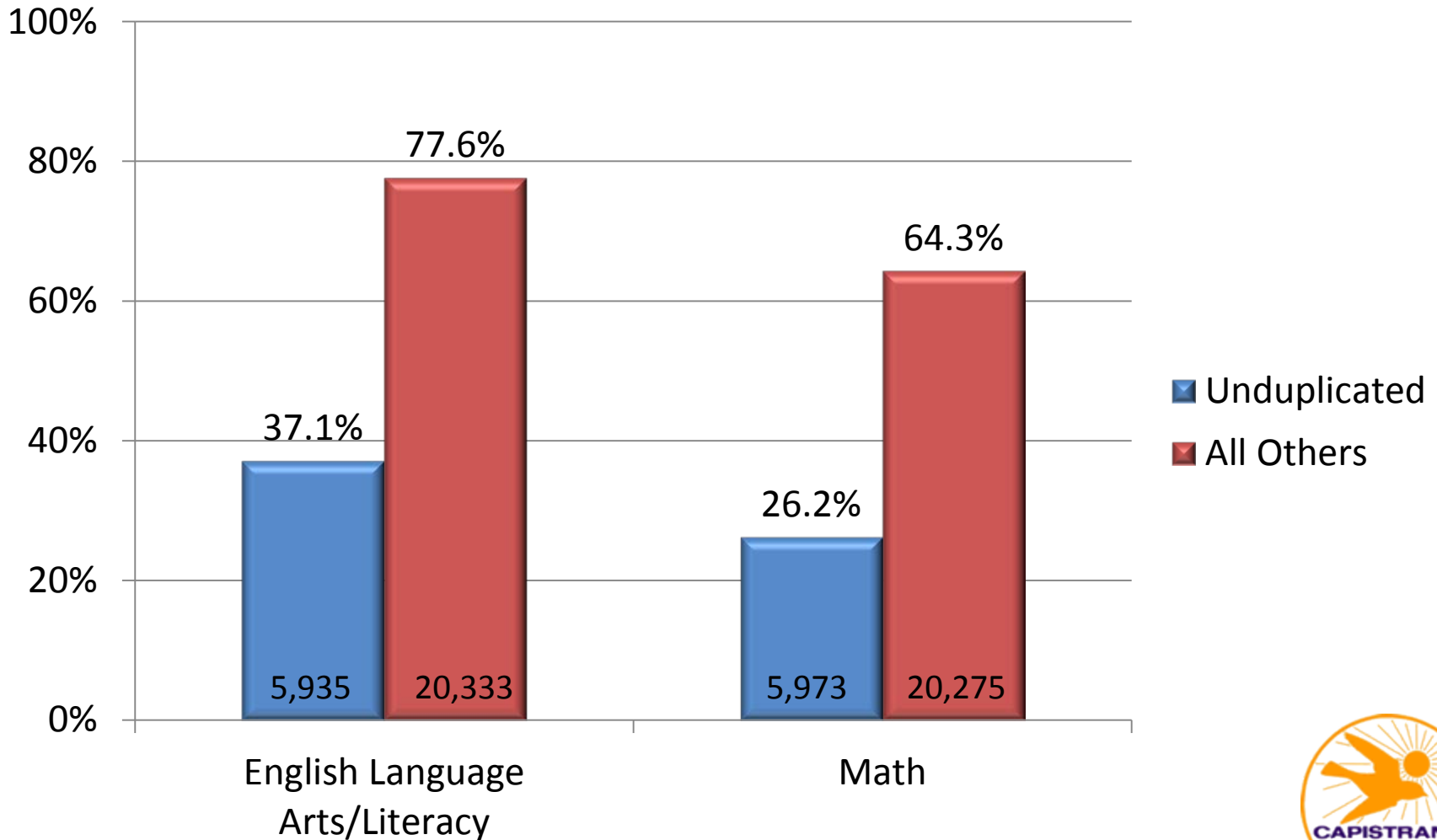
<http://capousd.ca.schoolloop.com/file/1392793917598/1218998864154/2021260989297743948.pdf> (Spanish)

- 12-page summary of 73-page LCAP
- District Overview – page 1
- Stakeholder Engagement – page 2
- Goals, Actions, and Expenditures – pages 3-9
- Annual Update – pages 9-11



***Vision: An unwavering commitment to student success.***

# 2014-2015 Smarter Balanced Assessment (SBA) Percent Met or Exceeded the Standard



***Vision: An unwavering commitment to student success.***



# Engaging Stakeholders

- Sharing the LCAP Infographic
- Surveys – March 2-16
  - Parent Survey
  - Student Survey – Middle and High School
  - Staff Survey

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# Engaging Stakeholders

- Stakeholder Group Meetings to gather additional input
  - LCAP Parent Advisory Committee – Nov. 2, Feb. 2, and March 29
  - District English Learner Adv. Comm. (DELAC) – Dec. 8, April 26
  - Special Education Comm. Advisory Committee (CAC) – Feb. 18
  - Capistrano Unified Council PTSA (Legislative ) –March 4
  - Capistrano Unified Council PTSA – March 7
  - Elementary Principals Meeting – March 7
  - Middle School Principals Meeting – March 7
  - High School Principals Meeting – March 9
  - ASB Executive Council Meeting (students) – March 10
  - Classified Staff (CSEA) – TBD
  - Certificated Staff (CUEA) – TBD



***Vision: An unwavering commitment to student success.***

# 2016-2017 LCAP Goals (WIGs)

**Goal 1:** Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students by:

- a) providing a rigorous, data-driven Pre-K through 12<sup>th</sup> grade instructional program.
- b) implementing a Multi-Tiered System of Support (MTSS) for all students to support their social, emotional, and academic growth.
- c) providing personalized pathways for students to be college and career ready through partnerships with higher education institutions and local businesses.

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

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

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# Next Steps

- LCAP and Annual Update for 2016-2017:
  - Draft due to OCDE by April 15<sup>th</sup>
  - Board Presentation at the May 25<sup>th</sup> board meeting
  - Public Hearing at the June 8<sup>th</sup> board meeting
  - Board Approval at the June 22<sup>th</sup> board meeting



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CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 24, 2016

**RESOLUTION NO. 1516-36, NON-REELECTION OF TEMPORARY CERTIFICATED  
EMPLOYEES**

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**A. General Recitals**

*WHEREAS*, the Board of Trustees employs Temporary certificated employees pursuant to §44909, §44918, and §44920 of the Education Code; and

*WHEREAS*, Education Code §44916 requires a Temporary certificated employee to receive notice, prior to the first day of paid service, of the Temporary nature of the employment and the anticipated length of service; and

*WHEREAS*, each employee classified as a Temporary certificated employee pursuant to §44909, §44918, and §44920 of the Education Code received notice, prior to their first day of paid service, of the Temporary nature of the employment and anticipated length of their service; and

*WHEREAS*, Education Code §44954 provides that the Board of Trustees shall notify Temporary employees in a position requiring certification qualification of the District's decision to release the employees from such a position prior to the next succeeding school year; and

*WHEREAS*, through this resolution, it is the intent of the Board of Trustees to release each Temporary certificated employee employed for the 2015-2016 school year effective no later than the last school day of the school year.

**B. Employment of Temporary Employees as Leave Replacements Pursuant to Education Code §44920**

*WHEREAS*, Education Code §44920 permits the Board of Trustees to "employ as a teacher any person holding appropriate certification documents, and may classify such person as a Temporary employee" "based upon the need for additional certificated employees during a particular semester or year because a certificated employee has been granted leave for a semester or year, or is experiencing long-term illness;" and

*WHEREAS*, the Board of Trustees employed the following certificated employees under Temporary contracts pursuant to Education Code §44920 during the 2015-2016 school year;

31132 (80%)	32238	32236	32281	27026	32661
32392 (80%)	32079	32252	32235	30677	32458
32092 (80%)	32239	32361	30949	30079	16584
32234 (50%)	32241	32314	31535	29913	31418



31345	32454	32247	27005	31534	32365
31651	32242	32282	31775	29246	30656
32237	32244	32249	26210	31533	30473
25534	32245	32250	30706	24303	29572
26706	32246	25882	25430	13013	21094
32233	32059	32251	32343	32308	32359
32279	32074	32280	30350	31660	26910
31482	22249	30256	31479	32312	32145
30944	31472	31459	31477	31571	29759
32511	31816	30846	27305	32354	20439
24415	32357	30660	28599	30417	31548
30106	19063	32444	32080	30761	13758
32232	32345	25445	13422	31892	18964
10319	28000	32608	32040	31143	31209
29471	32615	32636			

*WHEREAS*, the above-listed employees may be released pursuant to Education Code §44918 and §44954 regardless of any expiration of a contract or a specially funded project; and

*WHEREAS*, the Board of Trustees of the Capistrano Unified School District has determined to release the above-listed employees at the conclusion of the current 2015-2016 school year.

**C. Employment of Temporary Employees in Categorically Funded Programs Pursuant to Education Code §44909**

*WHEREAS*, Education Code §44909 permits the Board of Trustees to “employ persons possessing an appropriate credential as certificated employees in programs and projects to perform services conducted under contract with public or private agencies, or categorically funded projects which are not required by federal or state statutes;” and

*WHEREAS*, Education Code §44909 provides, “Such persons may be employed for periods which are less than a full school year and may be terminated at the expiration of the contract or specially funded project without regard to other requirements of this code respecting the termination of temporary or permanent employees other than §44918;” and

*WHEREAS*, the Board of Trustees employed the following certificated employees under Temporary contracts in categorically funded positions pursuant to Education Code §44909 during the 2015-2016 school year:

32659	31666	32393	31958	31936	29031	32399
32363	31934	32394	29637	31358	32030	28943
32348	26207	26740	32415	30885	32607	32774
29224	32273	32391	30695	32379	28097	32380
32494	32356	32346	31613	31937	32283	32857

*WHEREAS*, Education Code §44909 requires the “terms and conditions under which such persons are employed shall be mutually agreed upon by the employee and the Board of Education and such agreement shall be reduced in writing;” and

*WHEREAS*, each of the above-listed individuals was employed pursuant to a mutually agreed-upon contract between the employee and the Board of Trustees and for the term of the contract or project; and

*WHEREAS*, the employees were hired to perform services conducted under contract with public or private agencies or categorically funded projects which are not required by federal or state statutes; and

*WHEREAS*, the term for each specifically fund project or contract has expired, or will expire by the termination date of each employee’s contract; and

*WHEREAS*, all categorical funds used to justify the above-listed employees’ classification as Temporary under Education Code §44909 will be expended and therefore will expire at the end of the 2015-2016 school year; and

*WHEREAS*, no categorical funding used to justify the above-listed employees’ classification as Temporary under Education Code §44909 has a duration beyond the 2015-2016 school year; and

*WHEREAS*, accordingly, each of the above-listed employees designated as Temporary by the District under Education Code §44909 may be released at the end of the 2015-2016 school year without the procedural requirements applicable to temporary and permanent employees; and

*WHEREAS*, the Board of Trustees has determined to release the above-listed employees, whether their lawful status is considered to be Temporary or temporary, at the end of the current 2015-2016 school year, consistent with the terms of Education Code §44909, and §44954.

**D. Employment of Temporary Employees to Replace Regular Employees Assigned to Categorically Funded Programs Pursuant to Education Code §44909**

*WHEREAS*, Education Code §44909 further provides, “Whenever any certificated employee in the regular educational program is assigned to a categorically funded project not required by federal or state statute and the district employs an additional credentialed person to replace that certificated employee, the replacement certificated employee shall be subject to the provisions of §44918;” and

*WHEREAS*, the lawful status of certificated employees employed pursuant to this provision of Education Code §44909 is Temporary; and

*WHEREAS*, the Board of Trustees employed the following certificated employees under Temporary contracts to replace regular employees assigned to categorically funded

projects or programs pursuant to Education Code §44909 during the 2015-2016 school year:

31132	CF Title III (4203) (20%)	32372	CF IDEA (3327)
32392	CF Title III (4203) (20%)	32406	CF Mental Health (6512)
32351	CF Music (1102)	32699	CF Mental Health (6512)
32350	CF Music (1102)	31856	CF Mental Health (6512)
29288	CF Music (1102)	29768	CF Title I (3010)
32092	CF Title I (3010) (20%)	31903	CF Title I (3010)
32234	CF Title I (3010) (50%)	31917	CF Title I (3010)

*WHEREAS*, the Board of Trustees of the Capistrano Unified School District has determined to release each of the above-listed employees at the end of the current 2015-2016 school year.

*NOW THEREFORE BE IT RESOLVED* that the above recitals are true and correct; and

*BE IT FURTHER RESOLVED* that the Board of Trustees of the Capistrano Unified School District hereby directs that notice be provided to each of the above employees of his or her non-release effective upon the close of the 2015-2016 school year or the expiration of any applicable Temporary contract (whichever occurs first), that his or her employment with the Capistrano Unified School District is thereby ended accordingly, and that the notification be provided on or before May 30, 2016.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

*PASSED AND ADOPTED* this 24<sup>th</sup> day of February 2016, by the Capistrano Unified School District Board of Trustees.

I, Kirsten M. Vital, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 24<sup>th</sup> day of February, 2016, by a roll call vote.

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

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

ABSTENTIONS: \_\_\_\_\_

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

Dated: February 24, 2016

**CALIFORNIA**

**BOARD OF TRUSTEES OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
COUNTY OF ORANGE, STATE OF**

By: \_\_\_\_\_  
Martha McNicholas  
Clerk of the Board of Trustees

By: \_\_\_\_\_  
Kirsten M. Vital  
Secretary to the Board of Trustees

Date: February 24, 2016

Donation of Funds  
February 24, 2016

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Aliso Niguel High School PTA	\$34.54	Mini-grant for Teachers	Aliso Niguel High School
Silicon Valley Community Foundation	\$50.04	Instructional Materials and Supplies	Aliso Niguel High School
American Heart Association-CPR Schools in Training		Mannequins	Aliso Niguel High School
Arroyo Vista K-8 School Science Booster Club	\$18,700.00	Outdoor Science Camp	Arroyo Vista K-8 School
Arroyo Vista K-8 School PTA	\$16,500.00	Primary Music Teacher	Arroyo Vista K-8 School
Arroyo Vista K-8 School PTA	\$2,300.40	Dell Computers	Arroyo Vista K-8 School
Bathgate Elementary School PTA	\$4,422.52	Meet the Master's Program	Bathgate Elementary School
Bathgate Elementary School Foundation	\$7,212.00	Instructional Materials and Supplies	Bathgate Elementary School
Celebration Church	\$1,000.00	Technology Supplies	Canyon Vista Elementary School
Capistrano Valley High School PTA	\$904.47	Bottle Filling Stations	Capistrano Valley High School
Castille Elementary Booster Club	\$25,000.00	OSS Donation	Castille Elementary School
American Chemical Society	\$500.00	Outdoor table	Castille Elementary School
Chaparral Elementary School PTA	\$7,949.66	Technology Supplies	Chaparral Elementary School
Concordia Elementary School PTA	\$1,310.00	Field Trip	Concordia Elementary School
Mitchell Redden/Dotopia WFB	\$134.61	Principal's Gift Fund	Dana Hills High School
Simonson Photography, Inc.	\$500.00	Instructional Materials and Supplies	George White Elementary School
George White Elementary School PTA	\$750.00	Admission fees to Heritage Museum	George White Elementary School
Green Up Our Schools	\$500.00	Grant	John S. Malcom Elementary School
Los Flores Elementary School Booster Club	\$6,420.00	Transportation/Teacher Stipends for Outdoor Science Camp	Las Flores Elementary School
Ms. Star Morales	\$25.00	Instructional Materials and Supplies	Las Palmas Elementary School
Ms. Estrella V. Vargas	\$140.00	Outdoor Science Camp	Las Palmas Elementary School
The Leonard Foundation	\$225,000.00	Instructional Materials and Supplies	Las Palmas Elementary School
Parents of Las Palmas Elementary School	\$2,677.00	Instructional Materials and Supplies	Las Palmas Elementary School
Schwab Charitable (Holly & Jeff Herrmann)	\$2,200.00	Instructional Materials and Supplies	Marblehead Elementary School
Bergeson Elementary School PTA	\$2,047.00	Arts Master's Program	Marian Bergeson Elementary
Friends of MIP	\$136.00	Signapore Math Training	Marian Bergeson Elementary School
RMIQ	\$12,060.00	Brainbuilder's Material	Moulton Elementary School
Pumpkin City's Pumpkin Farm, Inc.	\$200.00	Instructional Materials and Supplies	Newhart Middle School
Ladera Ranch Foundation, Inc.	\$1,181.40	ESGI-Software for Kinder iPads	Oso Grande Elementary School
Ladera Ranch Foundation, Inc.	\$150.00	VEX IQ Robotics League Registration	Oso Grande Elementary School
Ladera Ranch Foundation, Inc.	\$50.00	VEX IQ Robotics Competition Registration	Oso Grande Elementary School
Palisades Elementary School PTA	\$17,356.50	Outdoor Science Camp	Palisades Elementary School
R.H. Dana Elementary School PTA	\$474.00	Admission to Heritage Museum	R.H. Dana Elementary School
San Juan Elementary School PTA	\$200.00	Childcare for PTA Meetings	San Juan Elementary School
San Juan Elementary School PTA	\$4,000.00	Field Trip Entrance and Transportation Fees	San Juan Elementary School
San Juan Elementary School PTA	\$2,500.00	Risograph Machine	San Juan Elementary School
San Juan Elementary School PTA	\$2,000.00	Star Reader Books	San Juan Elementary School
San Juan Elementary School PTA	\$4,008.40	Student Agendas	San Juan Elementary School
Sempre Employee Giving Network	\$30.00	Instructional Materials and Supplies	San Juan Hills High School
Ladera Ranch Foundation, Inc.	\$10,000.00	Instructional Materials and Supplies	San Juan Hills High School
Marque Medical Clinic, Inc.	\$340.00	Instructional Materials and Supplies	Tesoro High School
Tijeras Creek Elementary School PTA	\$2,227.00	Meet the Master's Program	Tijeras Creek Elementary School

Donation of Funds  
February 24, 2016

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Truman Benedict Elementary School PTA	\$11,000.00	Primary Music Program	Truman Benedict Elementary School
O.C. Community Foundation	\$1,612.15	Instructional Materials and Supplies	Viejo Elementary School
Vista del Mar Elementary School PTA	\$3,253.94	Meet the Master's Program	Vista del Mar Elementary School
Charlie and Mary Hobbs Fund	\$3,000.00	Apple Laptop	Vista del Mar Middle School
Mako Foundation	\$1,997.50	Survivor Book Club	Vista del Mar Middle School
Wagon Wheel Elementary School PTA	\$2,773.20	iPad Mini's for BYOD Program	Wagon Wheel Elementary School
DCH Auto Group	\$50.00	Instructional Materials and Supplies	Wagon Wheel Elementary School
Saputo Cheese USA Inc.	\$1,000.00	Educational Instructional Program	Wagon Wheel Elementary School
	<b>\$407,877.33</b>		

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2015-16 =====\*  
Board of Trustees Meeting.....FEBRUARY 24, 2016

The following purchase orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the following Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

PO No.	Fund	Vendor	Description	Amount
5530	97	BONDLOGISTIX LLC	Serv& Op/Fac Acq /Dstrctwd	2,250.00
5531	89	BONDLOGISTIX LLC	Serv& Op/Fac Acq /Dstrctwd	2,250.00
5532		VOID	VOID	0.00
5533	95	ORBACH HUFF SUAREZ & HENDERSON	Legal /Fac Acq /Dstrctwd	10,000.00
5534	98	GROUND PENETRATING RADAR	BI:Arch /Fac Acq /LRMS	1,200.00
5535	95	GOVERNMENT FINANCIAL STRATEGIE	Serv& Op/Fac Acq /Dstrctwd	5,669.07
5536	98	WLC ARCHITECTS INC	BI:Arch /Fac Acq /LRMS	16,985.00
5537	87	DIGITAL NETWORKS GROUP INC	Bldg Imp/Fac Acq /Dstrctwd	33,002.10
	89		Bldg Imp/Fac Acq /Dstrctwd	11,504.00
	92		Bldg Imp/Fac Acq /Dstrctwd	1,596.18
	95		Bldg Imp/Fac Acq /Dstrctwd	266.03
	98		Bldg Imp/Fac Acq /Dstrctwd	6,118.69
7 Purchase Orders				\$90,841.07

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Board of Trustees Meeting.....FEBRUARY 24, 2016

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PO No.	Fund	Vendor	Description	Amount
354131	1	BLUE LABEL POWER INC.	InstMtls/Instrctn/DJAMS	49.86
354132	14	DIGITAL NETWORKS GROUP INC	F&EInstl/Fac Acq /Dstrctwd	2,170.50
354133	14	ICS SERVICE CO	F&EInstl/Fac Acq /Dstrctwd	19,660.80
354134	23	US BANK NATIONAL ASSOCIATION	Serv& Op/Fac Acq /Dstrctwd	1,000.00
354135	13	EKON-O-PAC INC.	Food Sup/FoodServ/Dstrctwd	39.96
354136	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	498.15
354137		VOID	VOID	0.00
354138	1	PACIFIC SUPPLY COMPANY	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
354139	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	425.09
354140	1	WEATHERPROOFING TECHNOLOGIES	Rntl:Oth/RR:Bldgs/Dstrctwd	1,390.32
354141	1	CR&R INCORPORATED	Op&Hskpg/Opr:Util/Dstrctwd	96,000.00
354142	1	CDW GOVERNMENT INC.	SpplsNonI/Bus/Fisc/Dstrctwd	22.67
354143	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	451.66
354144	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	963.09
354145	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	265.68
354146	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	66.42
354147	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	265.68
354148	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	325.46
354149	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	464.94
354150	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	630.99
354151	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	531.36
354152	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	172.69
354153	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	1,354.97
354154	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	411.80
354155	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	757.19
354156	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	850.18
354157	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	657.56
354158	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	232.47
354159		VOID	VOID	0.00
354160	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	225.83
354161	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	498.15
354162		VOID	VOID	0.00
354163	1	NCS PEARSON INC.	SpplsNonI/Spch Aud/Dstrctwd	837.33
354164	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	371.95
354165	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	219.19
354166	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	464.94
354167	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	1,135.78
354168	1	NCS PEARSON INC.	SpplsNonI/Spch Aud/Dstrctwd	501.60
354169	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	584.50
354170	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	39.85
354171	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	219.19
354172	1	PRO-ED	SpplsNonI/PsychSer/Dstrctwd	472.00
354173	1	WESTERN PSYCHOLOGICAL SERVICES	SpplsNonI/PsychSer/Dstrctwd	566.40
354174		VOID	VOID	0.00
354175		VOID	VOID	0.00
354176		VOID	VOID	0.00



Board of Trustees Purchase Order Listing  
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Board of Trustees Meeting.....FEBRUARY 24, 2016

PO No.	Fund	Vendor	Description	Amount
354177	1	CMS COMMUNICATIONS INC	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
354178	1	CDWG Inc	InstMtls/Instrctn/LRMS	484.92
354179	1	CDWG Inc	InstMtls/Instrctn/Lobo	239.76
354180	1	CDWG Inc	InstMtls/Instrctn/Bergeson	396.90
354181	11	CDWG Inc	NonCapEq/Sch Adm /Dstrctwd	1,527.12
354182	1	COSTCO S.J.C.	SpplsNonI/Sch Adm /Marblehd	257.19
354183	1	CDWG Inc	NonCapEq/Instrctn/Dstrctwd	1,454.76
354184	1	DENAULT'S HARDWARE	InstMtls/Instrctn/BAMS	150.00
354185	11	GOLDEN STAR TECHNOLOGY INC.	NonCapEq/Sch Adm /Dstrctwd	1,820.00
354186	1	GOLDEN STAR TECHNOLOGY INC.	Serv& Op/Instrctn/LFMS	260.00
354187	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/Las Palm	260.00
354188	1	IRVINE VALLEY AIR CONDITIONING	Rntl:Oth/RR:Bldgs/Dstrctwd	40,000.00
354189	1	GANAHL LUMBER	InstMtls/Instrctn/LRMS	500.00
354190	1	IMAGE 2000	SpplsNonI/Sch Adm /VDMMS	800.00
354191	1	OMNI CONCEPTS INC	Rntl:Oth/RR:Bldgs/Dstrctwd	163.00
354192	1	ORANGE COUNTY TANK TESTING	Serv& Op/Dist Veh/Dstrctwd	16,776.00
354193	1	PC & MACEXCHANGE	NonCapEq/Instrctn/LFMS	1,053.00
354194	1	PC & MACEXCHANGE	InstMtls/Instrctn/Las Palm	1,053.00
354195	11	PC & MACEXCHANGE	NonCapEq/Sch Adm /Dstrctwd	1,053.00
354196	1	PLAYPOWER LT FARMINGTON INC	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
354197	1	TARGET SPECIALTY PROD	SpplsNonI/Op:Grnds/Dstrctwd	5,000.00
354198	1	WAXIE	SpplsNonI/Custodil/Dstrctwd	12,721.24
354199	1	WAXIE	Rntl:Oth/Custodil/Dstrctwd	10,000.00
354200	1	WESTERN GRAPHIX	Rntl:Oth/RR:Bldgs/Dstrctwd	4,000.00
354201		VOID	VOID	0.00
354202	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Board /Dstrctwd	1,500.00
354203	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Tijeras	2,500.00
354204	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/BAMS	150.00
354205	1	STAPLES ADVANTAGE	InstMtls/Instrctn/ANHS	3,000.00
354206	1	WAL MART L.N.	InstMtls/Instrctn/BAMS	150.00
354207	1	GUTTA, DR. RAVI	Serv& Op/Prsnl:HR/Dstrctwd	333.93
354208	1	MALACHIED INC	CnfrNonI/SupvAdmn/Dstrctwd	2,025.00
354209	1	HAYES, COLLEEN	SpplsNonI/Pub Info/Dstrctwd	437.99
354210	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv& Op/Enterprs/Dstrctwd	1,151.63
354211	1	HIRSCH PIPE & SUPPLY	NonCapEq/Op:Grnds/Dstrctwd	2,646.00
354212	1	ROSE BRAND CUSTOM SEWING	SpplsNonI/Custodil/Dstrctwd	118.50
354213		VOID	VOID	0.00
354214		VOID	VOID	0.00
354215	1	CDE SPECIAL DEPOSIT FD50703830	OthState/Undesig /DHHS	3,908.24
354216		VOID	VOID	0.00
354217	25	GUIDA SURVEYING INC.	BI:Prelm/Fac Acq /LRMS	5,360.00
354218	25	DIGITAL NETWORKS GROUP INC	Bldg Imp/Fac Acq /Dstrctwd	67,586.00
354219	1	NCS PEARSON INC.	SpplsNonI/PsychSer/Dstrctwd	4,902.80
354220		VOID	VOID	0.00
354221	1	SBCSS - EVSELPA	CnfrNonI/SupvAdmn/Dstrctwd	525.00
354222	1	DON JOHNSTON INC	InstMtls/SE0thIns/Dstrctwd	99.00
354223	1	MOVIE LICENSING USA	InstMtls/Instrctn/ArroyoEl	702.00
354224	1	CA WEEKLY EXPLORER INC	Serv& Op/Instrctn/GrgWhite	1,060.00
354225	1	DON JOHNSTON INC	InstMtls/SE0thIns/Dstrctwd	99.00
354226		VOID	VOID	0.00
354227		VOID	VOID	0.00

Board of Trustees Purchase Order Listing  
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Board of Trustees Meeting.....FEBRUARY 24, 2016

PO No.	Fund	Vendor	Description	Amount
354228	1	DON JOHNSTON INC	InstMtls/SE0thIns/Dstrctwd	99.00
354229	1	CA WEEKLY EXPLORER INC	Serv& Op/Instrctn/Viejo	690.00
354230	1	PARENT INSTITUTE	Serv& Op/PrntPart/Dstrctwd	55,000.00
354231	1	DON JOHNSTON INC	InstMtls/SE0thIns/Dstrctwd	99.00
354232	1	PARENT INSTITUTE	Serv& Op/Instrctn/Kinoshta	9,600.00
354233	1	SOCIAL THINKING PUBLISHING	InstMtls/SE0thIns/Dstrctwd	305.04
354234	1	PARENT INSTITUTE	Serv& Op/PrntPart/Las Palm	11,400.00
354235		VOID	VOID	0.00
354236	1	ONE WORLD RHYTHM	Serv& Op/Sch Adm /Dana ENF	498.00
354237	1	VERTICAL TRANSPORT INC	Serv& Op/RR:Bldgs/Dstrctwd	11,298.00
354238	1	VERTICAL TRANSPORT INC	Serv& Op/RR:Bldgs/Dstrctwd	1,296.00
354239	1	DISCOVERY RANCH FOR GIRLS	Residtl /NPS /Dstrctwd	12,120.92
			Sub MHBC/NPS /Dstrctwd	58,875.81
			Sub MHBC/PsychSer/Dstrctwd	18,173.23
354240	1	DISCOVERY RANCH	Residtl /NPS /Dstrctwd	7,120.00
			Sub MHBC/NPS /Dstrctwd	34,600.00
			Sub MHBC/PsychSer/Dstrctwd	10,680.00
354241	1	THINKING MAPS INC	InstMtls/Instrctn/Las Palm	8,683.31
354242	1	THINKING MAPS INC	Serv& Op/Instrctn/San Juan	8,213.94
354243	1	VERTICAL TRANSPORT INC	Serv& Op/RR:Bldgs/Dstrctwd	1,000.00
354244	1	THINKING MAPS INC	Serv& Op/Instrctn/Del Obis	4,224.31
354245	1	THINKING MAPS INC	Serv& Op/Instrctn/Kinoshta	7,509.89
354246	1	THINKING MAPS INC	Serv& Op/Instrctn/RH Dana	3,754.94
354247		VOID	VOID	0.00
354248		VOID	VOID	0.00
354249	1	CDWG Inc	InstMtls/Instrctn/SCHS	7,938.00
354250	1	MIND RESEARCH INSTITUTE	Serv& Op/Instrctn/Marblehd	3,499.00
354251	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv& Op/Enterprs/Dstrctwd	1,984.64
354252	1	INDUSTRIAL ELECTRIC SERVICE	Rnt&Repr/Instrctn/Serra	700.00
354253	1	DHHS ASU GIRLS TENNIS	InstMtls/Instrctn/DHHS	615.38
354254		VOID	VOID	0.00
354255		VOID	VOID	0.00
354256	69	BB&T INSURANCE SERVICES OF CA	Serv& Op/Enterprs/Dstrctwd	100.00
354257	1	BLUE 84 SPIRIT	InstMtls/Instrctn/Kinoshta	790.00
354258	1	STAFFREHAB	Sub NPA /NPA /Dstrctwd	68,000.00
354259	1	MHS RESEARCH DEPARTMENT	SplsNonI/PsychSer/Dstrctwd	2,111.85
354260	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/LF Elem	22,420.00
354261	1	DELL COMPUTER	InstMtls/CurAthlt/ANHS	458.30
354262	1	RIVERSIDE PUBLISHING CO	SplsNonI/PsychSer/Dstrctwd	12,571.12
354263	23	DELL COMPUTER	NonCapEq/Fac Acq /NHMS	7,363.37
354264	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	5,507.72
354265	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	3,864.24
354266	1	ASSA ABLOY ENTRANCE SYSTEM INC	Rntl:Oth/RR:Bldgs/Dstrctwd	1,500.00
354267	1	EAGLE SOFTWARE	CnfrNonI/TIS /Dstrctwd	2,400.00
354268	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	9,352.44
354269	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	6,169.74
354270	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	9,936.15
354271	1	MPS	InstMtls/Instrctn/CVHS	220.32
354272	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	10,099.20
354273	1	OFFICE DEPOT	SplsNonI/Sch Adm /Dstrctwd	302.38

Board of Trustees Purchase Order Listing  
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PO No.	Fund	Vendor	Description	Amount
354274	23	ASSI SECURITY	NonCapEq/Fac Acq /NHMS	2,330.69
354275	1	PRO-ED	SpplsNonI/Spch Aud/Dstrctwd	283.20
354276	1	ABLENET INC	SpplsNonI/HlthServ/Dstrctwd	57.82
354277	1	DELL COMPUTER	NonCapEq/Sch Adm /SJHHS	779.37
354278		VOID	VOID	0.00
354279	1	DIGITAL NETWORKS GROUP INC	NonCapEq/Instrctn/SJHHS	8,703.00
354280	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	327.00
354281	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SE0thIns/Dstrctwd	24.50
354282	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SE0thIns/Dstrctwd	24.50
354283	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	271.21
354284	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/Instrctn/LadraElm	980.00
354285	1	CDWG Inc	InstMtls/Instrctn/LadraElm	9,996.82
354286	1	CDWG Inc	InstMtls/Instrctn/Kinoshta	44,477.98
354287	1	CDWG Inc	K-12Text/Instrctn/LRMS	2,499.20
354288	1	HOWARD TECHNOLOGY SOLUTIONS	K-12Text/Instrctn/LRMS	245.00
354289	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/Instrctn/Kinoshta	4,018.00
354290	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/Instrctn/CVHS	73.50
354291	1	CDWG Inc	InstMtls/Instrctn/CVHS	749.76
354292	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	327.00
354293	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SE0thIns/Dstrctwd	24.50
354294	1	SAMUEL FRENCH INC	InstMtls/Instrctn/SJHHS	202.18
354295	1	BIO-ACOUSTICAL ENG CORP	Serv& Op/HlthServ/Dstrctwd	24,999.00
			Subagmt/HlthServ/Dstrctwd	31,001.00
354296	1	PARTS EXPRESS	SpplsNonI/RR:Bldgs/Dstrctwd	3,000.00
354297	1	CINTAS CORPORATION #640	Serv& Op/RR:Bldgs/Dstrctwd	15,000.00
354298	1	CLARK SECURITY PRODUCTS	SpplsNonI/RR:Bldgs/Dstrctwd	21,000.00
354299	14	G.A. DOMINGUEZ	Bldg Imp/Fac Acq /Del Obis	13,273.64
354300	1	BLUE LABEL POWER INC.	InstMtls/Instrctn/SMS	49.86
354301	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/Cal Prep	5,532.44
354302	1	GOVERNMENT FINANCIAL	Serv& Op/Bus/Fisc/Dstrctwd	37,000.00
354303	1	CAMCOR INC	InstMtls/Instrctn/Bergeson	85.32
354304	1	JOSTENS	SpplsNonI/Sch Adm /ANHS	4,500.00
354305	1	CAREER CRUISING	InstMtls/SE0thIns/Dstrctwd	725.00
354306	1	CDWG Inc	InstMtls/Instrctn/Dstrctwd	484.92
354307	1	CITY OF SANTA ANA	Serv& Op/Instrctn/Lobo	225.00
354308	1	CALIFORNIA WEEKLY EXPLORER INC	CnsltSvs/Instrctn/Don Juan	1,380.00
354309		VOID	VOID	0.00
354310	1	OCDE PAL PROGRAM	Serv& Op/Instrctn/OsoGrand	1,245.00
354311	1	GREAT AMERICAN LUNCH BOX, THE	SpplsNonI/SupvAdmn/Dstrctwd	8,000.00
354312	1	SOLIANT HEALTH INC	CnsltSvs/Aid:Inst/Dstrctwd	40,000.00
354313	1	DISCOVERING SCIENCE COMPANY	FieldTrp/Instrctn/Viejo	9,120.00
354314	14	BENS ASPHALT	Bldg Imp/Fac Acq /SMS	148,591.34
354315		VOID	VOID	0.00
354316	1	CAPITOL ADVISORS GROUP LLC	Serv& Op/Pub Info/Dstrctwd	22,500.00
354317		VOID	VOID	0.00
354318	1	CALIFORNIA WEEKLY EXPLORER INC	FieldTrp/Instrctn/VdelMarE	2,070.00
354319		VOID	VOID	0.00
354320	1	CONTEMPORARY SERVICES CORP.	Serv& Op/Sch Adm /Dstrctwd	3,000.00
354321	14	DSA	BI:DSA /Fac Acq /NHMS	500.00
354322	1	ANYPROMO INC	SpplsNonI/Saf&Trng/Dstrctwd	529.65

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2015-16 =====\*  
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PO No.	Fund	Vendor	Description	Amount
354323	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/Dstrctwd	500.00
354324	1	LEARNING A-Z	Serv& Op/Instrctn/VdelMarE	214.87
354325	1	STAPLES ADVANTAGE	SpplsNonI/FacPlann/Dstrctwd	331.11
354326	1	BIO RAD LABORATORIES	InstMtls/Instrctn/Tesoro	1,192.76
354327	1	LYMBOO LLC	Serv& Op/Instrctn/ArroyoEl	358.00
354328	1	EBSCO SUBSCRIPTION SERVICES	Serv& Op/Libr&Med/DHHS	2,750.00
354329		VOID	VOID	0.00
354330	1	LEISURE CARE REFERRAL AGENCY	Subagrmt/HlthServ/Dstrctwd	35,000.00
354331		VOID	VOID	0.00
354332	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/StDev In/Dstrctwd	30.00
354333	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/StDev In/Dstrctwd	30.00
354334	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/StDev In/Dstrctwd	30.00
354335	1	RTK ENERGY INCORPORATED	SpplsNonI/M&OUUnrOH/Dstrctwd	27.54
354336	1	DISCOVERY CUBE OF OC	Serv& Op/Instrctn/OsoGrand	2,100.00
354337	1	SCHOLASTIC	InstMtls/Instrctn/MFMS	629.00
354338	11	JOSTENS	SpplsNonI/Sch Adm /Dstrctwd	5.67
354339	1	STAPLES ADVANTAGE	InstMtls/SDCInstr/Dstrctwd	259.16
354340	1	WARDS MEDIA TECH	NonCapEq/Instrctn/San Juan	945.00
354341	1	CONTINUUM BEHAVIORAL HEALTH	NPA /NPA /Dstrctwd	16,250.00
354342	1	PROVIDENCE SPEECH AND	NPA /Spch Aud/Dstrctwd	6,000.00
354343	1	WHY TRY INC	SpplsNonI/SupvAdmn/Dstrctwd	499.00
354344	1	PRIDESTAFF INC.	Serv& Op/Supt /Dstrctwd	50,000.00
354345	25	P2S ENGINEERING INC	CEQA /Fac Acq /Dstrctwd	97,600.00
354346	1	ASSOC SCHOOL ADMINISTRATORS	Dues&Mmb/SuppSvcs/Dstrctwd	762.50
354347	1	GANAHL LUMBER	SpplsNonI/RR:Bldgs/Dstrctwd	40,000.00
354348	1	GORM INC	SpplsNonI/Custodil/Dstrctwd	1,000.00
			NonCapEq/Custodil/Dstrctwd	4,000.00
354349	1	HYDRO-SCAPE PRODUCTS INC	SpplsNonI/Op:Grnds/Dstrctwd	20,000.00
354350	1	KYA SERVICES LLC	Rntl:Oth/RR:Bldgs/Dstrctwd	4,001.02
354351	1	LOCAL JANITORIAL & VACUUM	SpplsNonI/Custodil/Dstrctwd	4,000.00
354352	1	MOBILE COMMUNICATION REPAIR	Rntl:Oth/RR:Bldgs/Dstrctwd	2,500.00
354353	1	MILLER MECHANICAL	Rntl:Oth/RR:Bldgs/Dstrctwd	18,000.00
354354	1	NATIONAL CONTROLS INC	Rntl:Oth/RR:Bldgs/Dstrctwd	2,500.00
354355	1	PACWEST AIR FILTER LLC	SpplsNonI/RR:Bldgs/Dstrctwd	50,000.00
354356	1	PLAYPOWER LT FARMINGTON INC	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
354357	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/Dstrctwd	2,060.00
354358	1	VISTA PAINT & WALLCOVERING	SpplsNonI/RR:Bldgs/Dstrctwd	6,000.00
354359	1	VERTICAL TRANSPORT INC	Rntl:Oth/RR:Bldgs/Dstrctwd	4,000.00
354360	1	WATERLINES TECHNOLOGIES INC	SpplsNonI/RR:Bldgs/Dstrctwd	37,800.00
354361	1	ACOUSTICAL MATERIAL SERVICES	SpplsNonI/RR:Bldgs/Dstrctwd	25,000.00
354362	1	AVID CENTER	Dues&Mmb/Instrctn/Dstrctwd	6,300.00
354363	1	LAKESHORE LEARNING MATERIALS	SpplsNonI/HlthServ/Dstrctwd	368.32
354364	25	ORANGE COUNTY REGISTER	Bldg Imp/Fac Acq /EMS	509.94
354365	1	BARCODESINC	SpplsNonI/Sch Adm /Tesoro	110.72
354366		VOID	VOID	0.00
354367	1	ATTAINMENT COMPANY	InstMtls/SE0thIns/Dstrctwd	324.31
354368		VOID	VOID	0.00
354369	1	COMMERCIAL AQUATIC SERVICES	Rntl:Oth/RR:Bldgs/Dstrctwd	47,503.72
354370	1	NATIONAL TEXTBOOK SERVICES	K-8Textb/Instrctn/Dstrctwd	492.30
354371	1	CULVER-NEWLIN	SpplsNonI/Sch Adm /CVHS	4,859.48

Board of Trustees Purchase Order Listing  
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PO No.	Fund	Vendor	Description	Amount
354372	1	CULVER-NEWLIN	NonCapEq/Sch Adm /MFMS	5,663.52
354373	1	CDWG Inc	InstMtls/Instrctn/Palisade	2,999.04
354374	1	CDWG Inc	InstMtls/Instrctn/LFMS	8,747.21
354375	1	CDWG Inc	InstMtls/Instrctn/Las Palm	9,996.82
354376	1	CDWG Inc	InstMtls/Instrctn/MFMS	43,486.15
354377	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/Las Palm	980.00
354378	11	CDWG Inc	NonCapEq/Sch Adm /Dstrctwd	52,483.28
354379	1	CDWG Inc	InstMtls/Instrctn/Dstrctwd	40,535.25
354380	1	CDWG Inc	InstMtls/Instrctn/MFMS	36,624.00
354381	1	PERMA-BOUND	InstMtls/Instrctn/NHMS	1,107.00
354382	1	NASCO MODESTO A DIVISION OF	InstMtls/Enterprs/AVMS	205.03
354383	1	GRABAR, NORA	DistServ/Instrctn/Dstrctwd	300.00
354384	1	EAGLE SOFTWARE	CnfrNonI/SupvAdmn/Dstrctwd	300.00
354385	1	EAGLE SOFTWARE	CnfrNonI/PuplTest/Dstrctwd	300.00
354386	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/SMS	1,217.47
354387	1	NCS PEARSON INC.	InstMtls/SEOthIns/Dstrctwd	30,636.48
354388	1	EAGLE SOFTWARE	CnfrNonI/Pup Serv/Dstrctwd	300.00
354389	1	CLEAR SOURCE IT	SpplsNonI/TIS /Dstrctwd	1,080.00
354390	1	SHI	Serv& Op/TIS /Dstrctwd	199,596.90
354391	1	ATTAINMENT COMPANY	InstMtls/SEOthIns/Dstrctwd	899.48
354392	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/Dstrctwd	4,287.50
354393	1	PRINT & BIND 4 LESS	NonCapEq/Grph Art/Dstrctwd	1,296.00
354394	1	PRESENTATION FOLDER INC	Serv& Op/Grph Art/Dstrctwd	280.80
354395	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/Dstrctwd	437.40
354396	1	DON JOHNSTON INC	InstMtls/SEOthIns/Dstrctwd	99.00
354397		VOID	VOID	0.00
354398	11	CAMCOR INC	NonCapEq/Sch Adm /Dstrctwd	1,535.44
354399	1	CDWG Inc	SpplsNonI/Sch Adm /SMS	57.91
354400	1	DON JOHNSTON INC	InstMtls/SEOthIns/Dstrctwd	99.00
354401	1	PRIME FABRICATION	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
354402	1	F SOLUTIONS	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
354403	1	DON JOHNSTON INC	InstMtls/SEOthIns/Dstrctwd	99.00
354404	1	BOSE CORPORATION	NonCapEq/Instrctn/Dstrctwd	971.95
354405	1	DON JOHNSTON INC	InstMtls/SEOthIns/Dstrctwd	99.00
354406	1	DON JOHNSTON INC	InstMtls/SEOthIns/Dstrctwd	99.00
354407	1	DON JOHNSTON INC	InstMtls/SEOthIns/Dstrctwd	99.00
354408	1	DON JOHNSTON INC	InstMtls/SEOthIns/Dstrctwd	99.00
354409	1	BRAIN POP LLC	Serv& Op/Instrctn/Las Palm	2,295.00
354410	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/Sch Adm /SJHHS	50.00
354411	12	CULVER-NEWLIN	SpplsNonI/Sch Adm /Dstrctwd	600.48
354412	1	HEINEMANN	InstMtls/Instrctn/LadraElm	508.40
354413	1	PERMA-BOUND	K-12Text/Instrctn/CVHS	1,906.42
354414	1	BRAIN POP LLC	InstMtls/Instrctn/MFMS	1,695.00
354415	1	BRAIN POP LLC	InstMtls/Instrctn/Chaparral	220.00
354416	1	CAL STAGE & LIGHTING INC	InstMtls/Instrctn/Dstrctwd	4,968.00
354417	1	CDWG Inc	InstMtls/Instrctn/CVHS	484.92
354418		VOID	VOID	0.00
354419		VOID	VOID	0.00
354420	1	GALE/CENGAGE	K-12Text/Instrctn/Tesoro	300.00
354421	1	COSTCO S.J.C.	InstMtls/SEOthIns/Dstrctwd	1,522.50



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PO No.	Fund	Vendor	Description	Amount
354422	1	SCHOLASTIC EDUCATION INC	InstMtls/Instrctn/ArroyoMS	440.27
354423	25	DSA	BI:DSA /Fac Acq /SJHHS	22,252.50
354424	1	ACCU TRAIN CORPORATION	Serv& Op/HlthServ/Dstrctwd	197.50
354425		VOID	VOID	0.00
354426	1	D & H DISTRIBUTING	InstMtls/Instrctn/CVHS	697.66
354427	1	SCHOLASTIC INC	InstMtls/Instrctn/CVHS	263.67
354428		VOID	VOID	0.00
354429	25	DSA	BI:DSA /Fac Acq /EMS	241,304.00
354430		VOID	VOID	0.00
354431	1	ORIENTAL TRADING CO	SpplsNonI/Sch Adm /Marblehd	75.52
354432	1	ELECTRONIC DESIGN SOLUTIONS	NonCapEq/RR:Bldgs/Dstrctwd	2,704.87
354433		VOID	VOID	0.00
354434	1	SCHOLASTIC INC	InstMtls/Instrctn/Del Obis	68.14
354435	1	NEW HAVEN SCHOOL	SubNonCn/GuidCnsl/Dstrctwd	120,000.00
354436		VOID	VOID	0.00
354437		VOID	VOID	0.00
354438	1	GOVERNMENT FINANCIAL	Serv& Op/Bus/Fisc/Dstrctwd	17,820.00
			Serv& Op/M-R Reim/Dstrctwd	9,180.00
354439	1	MEET THE MASTERS INC	InstMtls/Instrctn/Wood Cyn	998.28
354440	1	THINKING MAPS INC	InstMtls/Instrctn/Bathgate	6,805.84
354441	25	DSA	BI:DSA /Fac Acq /SCHS	94,920.00
354442	1	PORT VIEW PREPARATORY SCHOOL	Sub NPS /NPS /Dstrctwd	8,100.00
354443	25	GOVERNMENT FINANCIAL	Serv& Op/Fac Acq /Dstrctwd	225.00
354444	1	LENNOX INDUSTRIES INC	NonCapEq/RR:Bldgs/Dstrctwd	30,000.00
354445	1	CM ARMSTRONG FLORAL DESIGNS	SpplsNonI/Sch Adm /Dstrctwd	1,234.60
354446	1	CREATIVE PLANT RENTALS	SpplsNonI/Sch Adm /Dstrctwd	1,438.00
354447	1	MIKE BROWN GRANDSTANDS INC.	Rntl:Oth/Sch Adm /Dstrctwd	7,250.00
354448	1	PACIFIC PARTY RENTAL	Rntl:Oth/Sch Adm /Dstrctwd	1,475.09
354449	1	DELL COMPUTER	SpplsNonI/Sch Adm /AVMS	32.39
354450	1	CDWG Inc	InstMtls/Instrctn/ANHS	672.03
354451	1	CARD INTEGRATORS	SpplsNonI/PuplTran/Dstrctwd	3,143.00
354452	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/GuidCnsl/Dstrctwd	45.00
354453	1	SCHOOL SPECIALTY	InstMtls/Instrctn/Hiddn Hl	16.84
354454		VOID	VOID	0.00
354455	1	SCHOOL SPECIALTY	InstMtls/Instrctn/Hiddn Hl	10.50
354456	1	SCHOOL SPECIALTY	InstMtls/Instrctn/Hiddn Hl	261.49
354457	1	RANCHO MISSION VIEJO LAND	FieldTrp/Instrctn/ArroyoEl	820.00
354458	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	30.00
354459	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/StDev In/Dstrctwd	15.00
354460	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/StDev In/Dstrctwd	15.00
354461	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/StDev In/Dstrctwd	15.00
354462	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/StDev In/Dstrctwd	15.00
354463	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/StDev In/Dstrctwd	15.00
354464	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/StDev In/Dstrctwd	15.00
354465	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /Del Obis	105.84
354466	1	BRAD AND JANA PERRY	CnsltNon/PsychSer/Dstrctwd	250.00
354467	1	HERITAGE SCHOOLS INC	Residtl /NPS /Dstrctwd	8,470.00
			Sub MHBC/NPS /Dstrctwd	25,080.00
			Sub MHBC/PsychSer/Dstrctwd	8,250.00
354468	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/Hiddn Hl	88.59

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PO No.	Fund	Vendor	Description	Amount
354469	1	U C REGENTS-CPER	SpplsNonI/Prsnl:HR/Dstrctwd	107.95
354470	1	QUAKE KARE INC	SpplsNonI/Saf&Trng/Dstrctwd	1,150.72
354471	1	DISCOUNT SCHOOL SUPPLY	InstMtls/Instrctn/Hiddn Hl	89.40
354472	1	TEACHERS DISCOVERY	InstMtls/Instrctn/CVHS	210.97
354473		VOID	VOID	0.00
354474	1	WENGER CORPORATION	NonCapEq/Instrctn/SMS	1,732.84
354475	1	CAMCOR INC	InstMtls/Instrctn/Palisade	82.84
354476	1	GOLDEN STAR TECHNOLOGY INC.	SpplsNonI/Sch Adm /Kinoshita	1,040.00
354477	1	LRP PUBLICATIONS	Bks&Ref /GuidCnsl/Dstrctwd	165.96
354478	1	APPLE COMPUTER INC	InstMtls/Instrctn/Wagon Wh	2,773.20
354479	1	OTICON	SpplsNonI/HlthServ/Dstrctwd	556.92
354480	1	OFFICE DEPOT	InstMtls/Instrctn/Tesoro	54.39
354481	1	KAPLAN SCHOOL SUPPLY	InstMtls/Instrctn/Hiddn Hl	45.89
354482	1	THERAPRO	InstMtls/Instrctn/Hiddn Hl	188.66
354483	1	SOCIAL STUDIES SCHOOL SERVICE	Bks&Ref /Libr&Med/BAMS	762.05
354484	1	REALLY GOOD STUFF	InstMtls/Instrctn/Hiddn Hl	599.97
354485	1	MISSION SAN JUAN CAPISTRANO	FieldTrp/Instrctn/GrgWhite	1,130.00
354486	1	SEGERSTROM CNT FOR THE ARTS	FieldTrp/Instrctn/Viejo	506.00
354487	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Bergeson	1,660.00
354488	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Hiddn Hl	1,567.52
354489	1	IRVINE RANCH OUTDOOR EDU CTR	FieldTrp/Instrctn/San Juan	3,355.00
354490	1	OCEAN INSTITUTE	FieldTrp/Instrctn/GrgWhite	7,500.00
354491	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Hiddn Hl	194.88
354492	1	CURRICULUM ASSOCIATES	InstMtls/SE0thIns/Dstrctwd	1,424.00
354493	11	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/Dstrctwd	328.04
354494	1	KAPLAN SCHOOL SUPPLY	InstMtls/Instrctn/Hiddn Hl	127.60
354495	1	E GROUP INC	InstMtls/Instrctn/Dstrctwd	252.72
354496	1	ACE EDUCATIONAL SUPPLIES INC	InstMtls/Instrctn/Hiddn Hl	275.86
354497	1	PRETEND CITY CHILDREN'S MUSEUM	FieldTrp/SDCInstr/Dana ENF	270.00
354498	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/GrgWhite	750.00
354499		VOID	VOID	0.00
354500	1	AQUARIUM OF THE PACIFIC	FieldTrp/Instrctn/Crn Vlly	510.00
354501	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Tijeras	520.00
354502	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/RH Dana	947.70
354503	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/Bergeson	1,200.00
354504		VOID	VOID	0.00
354505	11	HOWARD TECHNOLOGY SOLUTIONS	NonCapEq/Sch Adm /Dstrctwd	5,145.00
354506	1	FOLLETT SCHOOL SOLUTIONS INC	Bks&Ref /Instrctn/Viejo	81.67
354507	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /Palisade	159.84
354508	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /SJHHS	232.20
354509		VOID	VOID	0.00
354510	14	GUIDA SURVEYING INC.	Bldg Imp/Fac Acq /SMS	4,840.00
354511	14	CULVER-NEWLIN	F&EInstl/Fac Acq /Dstrctwd	27,351.00
354512	1	ELITE SHEET METAL INC	Rntl:Oth/RR:Bldgs/Dstrctwd	50,000.00
354513		VOID	VOID	0.00
354514	1	DELL COMPUTER	NonCapEq/Supt /Dstrctwd	1,763.59
354515	1	CULVER-NEWLIN	SpplsNonI/Prsnl:HR/Dstrctwd	2,689.20
354516	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	17,925.51
354517	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	19,569.63
354518	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	30,691.56

Board of Trustees Purchase Order Listing  
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PO No.	Fund	Vendor	Description	Amount
354519	1	CULVER-NEWLIN	SplsNonI/Sch Adm /FNMS	540.54
354520	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	17,860.67
354521	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	13,898.98
			InstMtls/Instrctn/Concordi	32.42
354522	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	12,437.50
354523	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	11,528.45
354524	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	19,451.83
354525	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	17,860.88
354526	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	11,560.87
354527	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	13,152.03
354528	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	8,540.65
354529	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	7,728.86
354530	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	3,085.06
354531	1	HALLIE AND SALVA PALOMARES	Legal /SupvAdmn/Dstrctwd	3,500.00
354532	1	ERIN AND MICHAEL SPINELLO	Serv& Op/SE0thIns/Dstrctwd	8,400.00
354533	1	WINGARD, RICHARD AND LORENA	Serv& Op/HlthServ/Dstrctwd	9,750.00
354534	1	SANDY AND/OR MAYNARD RAINS	Residtl /NPS /Dstrctwd	3,200.00
354535	1	JANET BUCK	Residtl /NPS /Dstrctwd	242.20
354536	1	HEARTSPRINGS SCHOOL	Residtl /NPS /Dstrctwd	2,798.00
354537	1	COSTCO S.J.C.	SplsNonI/Sch Adm /Wagon Wh	345.14
354538	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	11,658.13

366 Purchase Orders \$3,220,705.70



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Warrant Number	Name of Payee	Reference Number	Amount
218161	APEX AUDIO	PO-351481	372.25
218162	CAL STAGE & LIGHTING INC	PO-350835	653.12
218163	CITY OF SAN JUAN CAPISTRANO	PO-351098	4,740.03
218164	CONSOLIDATED ELECT DISTR	PO-350559	423.00
		PO-351169	135.46
		PO-353178	4,720.72
218165	FACILITIES PROTECTION SYSTEMS	PO-353497	549.00
218166	GILBERT & STEARNS INC	PO-351226	5,510.73
218167	KYA SERVICES LLC	PO-353197	1,406.94
218168	MOULTON NIGUEL WATER	PO-351097	6,097.49
218169	REM INC - REVEL ENVIRONMENTAL	PO-345030	2,283.00
218170	SAN DIEGO GAS & ELECTRIC	PO-353317	99,322.71
218171	SANTA MARGARITA WATER	PO-350719	162.63
218172	SO CAL GAS CO	PO-350717	10,967.10
218173	VIRTUAL WATER SERVICES	PO-351750	345.20
		PO-353857	430.60
218174	WEST COAST ARBORISTS INC.	PO-351687	5,353.00
218175	DAVE BANG ASSOCIATES INC	PO-351993	2,975.74
218176	ELECTRONIC DESIGN SOLUTIONS	PO-353751	650.00
218177	GILBERT & STEARNS INC	PO-353211	10,720.07
218178	LANDMARK MECHANICAL	PO-353804	4,127.00
218179	PACIFIC PLUMBING COMPANY OF	PO-351690	19,130.00
		PO-353827	7,704.00
218180	WLC ARCHITECTS INC	PO-343943	29,570.98
		PO-354034	60,000.00
218181	DOLINKA GROUP LLC	PO-352482	6,700.00
218182	SCHOOL FACILITY CONSULT	PO-353801	7,508.75
218183	ECOLAB PEST ELIMINATION	PV-162860	87.36
		PV-162866	87.36
		PV-162867	240.25
		PV-162929	65.52
218184	Flathmann 01, Tracy	PV-162922	66.00
218185	OFFICE DEPOT	CM-160055	39.73-
		PV-162861	119.20
		PV-162862	79.47
		PV-162863	53.99
		PV-162864	43.42
		PV-162865	39.73
218186	SMART & FINAL	PV-162923	62.89
		PV-162924	27.72
218187	SYSCO RIVERSIDE INC.	PV-162859	1,522.58
218188	VERIZON WIRELESS	PV-162925	373.52
218189	APPLE LEARNING COMPANY	PO-353410	220.00
218190	BACKUS & ERNST LLP	PO-352531	1,295.00
218191	BESTGEN, MARY	PO-353036	643.99

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
218192	FRONTLINE TECHNOLOGIES	PO-354035	17,880.00
218193	KATHRYN MEDERO	PO-352590	475.00
218194	ORBACH HUFF SUAREZ & HENDERSON	PO-352526	3,760.90
		PO-352536	3,470.60
218195	REBECCA CALLAGHAN ROMO dba	PO-352720	617.50
218196	AVID CENTER	PO-353862	1,365.00
218197	MALACHIED INC	PO-354114	1,350.00
218198	ORANGE COUNTY DEPT OF EDUCATIO	PO-352673	85.00
		PO-353530	900.00
218199	PESI INC	PO-353532	199.99
218200	REGENTS OF THE UNIVERSITY CA	PO-353760	225.00
		PO-353761	450.00
218201	BALSZ, MADELINE	PV-162853	165.00
218202	JOHNSON, ERIKA	PV-162854	272.50
218203	MORRISON, EWAN OR ELIZABETH	PV-162855	18.00
218204	NASIRI, ROSA	PV-162856	240.00
218205	THOMAS, ADAM OR TONI	PV-162857	135.00
218206	YONEDA, THOMAS	PV-162858	50.00
218207	BELLOMO, PHILIP &/OR KATHY	PV-162872	604.44
218208	DAVIS, HENRY & ELIZABETH	PV-162873	484.38
218209	EASTMAN, STEPHEN & TARA	PV-162874	23.00
218210	FRAIZER, JERRY OR KATHERINE	PV-162875	229.15
218211	GAU, MARY	PV-162876	106.26
218212	GUDIPATI, SRINIVAS &	PV-162877	301.09
218213	HYLTON, CHRIS OR HERMINIA	PV-162878	229.63
218214	JARAMILLO, ALBA AND OR	PV-162882	222.18
218215	JARVIS, ANDREW AND/OR	PV-162879	22.77
218216	JIMENEZ, SAULAND OR YESENIA	PV-162880	122.36
218217	JOHNSON, EDWIN OR MELISS	PV-162881	349.83
218218	LOUIE, DARRYL OR CATHERINE	PV-162883	236.21
218219	MOHEB, MEHRDAD & NASR, NAHID	PV-162884	76.64
218220	MOON, JAMES AND OR CINDY	PV-162885	85.10
218221	MYERS, EDWIN & BRENDA	PV-162886	190.20
218222	NUNEZ, GERALDO OR ELIZABETH	PV-162887	180.32
218223	RAMIREZ, JOSE AND OR	PV-162889	225.75
218224	ROTH, JAY &/OR KERI	PV-162888	179.52
218225	SOTO, MARTHA/RODOLFO	PV-162890	1,024.19
218226	SUTHERLAND, GARY & RACHEL	PV-162891	105.25
218227	THORNTON, MICHAEL OR GINA	PV-162892	1,463.49
218228	TRITZ, RICHARD &/OR JULIE	PV-162893	87.58
218229	ADAMSON, CORAL	PV-162894	109.25
218230	BRADLEY, JUDITH S	PV-162895	40.25
218231	CARDIN, PATTI	PV-162896	103.50
218232	CARLISLE, TERESA	PV-162897	17.25
218233	CAUDILL, AMANDA	PV-162898	74.75

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
218234	COPPOLA, LUCI	PV-162899	73.60
218235	CORCORAN, TRAVIS	PV-162900	110.40
218236	DIEBOLD, JOHN	PV-162901	20.13
218237	DIXON, AURORA	PV-162902	63.25
218238	ELLISON, BRETT	PV-162903	52.33
218239	ENDER, PAMELA	PV-162904	55.78
218240	ENGELSON, EMILY	PV-162905	124.20
218241	ENRIQUEZ, MICHELLE L	PV-162906	122.48
218242	FFRENCH, ANDREA	PV-162907	36.23
218243	FLYNN, MARGARET	PV-162908	138.00
218244	FORD, DEON	PV-162909	94.88
218245	FRIEDLANDER, DOROTHY	PV-162910	39.10
218246	GILL, ARVINDER	PV-162911	62.10
218247	HAMMOND, DARCY	PV-162912	186.30
218248	HARDOS, BARBARA	PV-162913	181.13
218249	HAUN, BARBARA	PV-162914	151.80
218250	HERTZ, JANA	PV-162915	42.55
218251	IMSLAND, TRACEY	PV-162916	54.05
218252	JIMENEZ, DENISE	PV-162917	44.28
218253	JONES, JOSEPH	PV-162918	77.63
218254	KOPELSON, KATHLEEN	PV-162919	299.58
218255	LAIDLEY, JOANIE	PV-162920	137.43
218256	LEWIS, SHARON A.	PV-162921	142.03
218257	WINNER CHEVROLET INC.	PO-346504	68,716.30
		PO-353738	48,809.90
218258	A Z BUS SALES INC	PO-350342	1,607.98
		PO-351829	230,029.26
218259	ACORN MEDIA	PO-353909	1,089.29
		PO-353911	265.68
218260	ADDEMAN, ARTURO J	PO-353244	5,339.00
		PO-353246	5,339.00
		PO-353546	1,056.80
218261	AERO MARK	PO-352228	10.56
		PO-353594	72.88
218262	ALISO NIGUEL AUTO CARE	PO-351440	1,022.49
218263	APPLE COMPUTER INC	PO-353856	1,525.92
218264	B & H PHOTOGRAPHY	PO-353990	599.00
218265	BAVCO	PO-351471	454.13
218266	BEACH CITIES GLASS INC	PO-351227	465.93
218267	BEE MAN	PO-350406	350.00
218268	BERTRAND'S HORN IMPROVEMENT	PO-350859	114.56
218269	BLAIRS TOWING INC	PO-350836	312.50
218270	BLUE LABEL POWER INC.	PO-353571	249.32
218271	BOYCE INDUSTRIES	PO-350095	344.30
218272	BRAIN POP LLC	PO-353003	2,295.00

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Warrant Number	Name of Payee	Reference Number	Amount
218273	BUSWEST	PO-350478	3,833.19
218274	CAL-STATE AUTO PARTS INC	PO-350369	1,448.99
218275	CAMCOR INC	PO-353574	24.85
218276	CANNON PACIFIC SERVICES INC	PO-353189	400.00
218277	CDW GOVERNMENT	CM-160056	249.92-
		CM-160057	249.92-
		CM-160058	31.00-
		PO-353573	79.92
		PO-353817	100.44
		PO-353882	959.04
		PO-353984	1,454.76
		PO-353997	100.44
		PO-354016	112.10
		PV-162926	249.92
		PV-162927	249.92
		PV-162928	31.00
218278	CHAMPION CHEMICAL CO	PO-353661	1,699.06
218279	CHEVROLET OF IRVINE	PO-351639	3,462.13
218280	CINTAS CORP #640	PO-350374	427.60
		PO-351254	864.21
		PO-351469	370.75
218281	COMMERCIAL AQUATIC SERVICES	PO-350239	3,407.25
		PO-353778	21,952.60
218282	COMPLETE OFFICE OF CA	PO-350110	59.34
		PO-350565	187.34
		PO-352998	1,012.32
		PO-353308	645.90
218283	CROWN VALLEY TRANS	PO-350479	3,029.00
218284	CULVER-NEWLIN	PO-353283	989.60
		PO-353716	3,053.70
218285	DELL MARKETING L P	PO-353155	2,027.56
		PO-353161	2,717.97
		PO-353203	944.60
		PO-353622	1,262.15
		PO-353700	46,865.66
		PO-353877	798.27
		PO-353878	2,382.88
		PO-353879	458.30
218286	DELTA EDUCATION	PO-353736	127.58
218287	DENAULT'S HARDWARE	PO-351597	121.27
218288	DENAULT'S HARDWARE	PO-350133	45.33
		PO-352919	12.92
218289	DIGITAL NETWORKS GROUP	PO-352781	72,229.66
218290	DM COLOR EXPRESS	PO-350387	219.79
218291	DPF FILTERS INC.	PO-350837	11,600.00

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Warrant Number	Name of Payee	Reference Number	Amount
218292	DUNN-EDWARDS CORP	PO-350724	419.70
218293	EASY WAY SAFETY SERVICES	PO-350378	1,998.00
218294	EBERHARD EQUIPMENT	PO-350091	1,597.12
218295	EXECUTIVE ENVIRONMENTAL SVCS	PO-350395	1,514.43
218296	FACTORY MOTOR PARTS	PO-350379	275.73
218297	FRICTION MATERIALS CO.	PO-350382	143.10
218298	GAMETIME	PO-350605	5,233.11
218299	GANAHL LUMBER	PO-350077	2,993.28
218300	HD SUPPLY FACILITIES MAINTN	PO-353235	173.02
218301	HITT MARKING DEVICE	PO-354063	30.05
218302	HOWARD TECHNOLOGY SOLUTIONS	PO-353518	882.00
		PO-353618	73.50
218303	HUMAN KINETICS	PO-353964	70.64
218304	IMAGE 2000	PO-353846	829.01
218305	INSIGHT SYSTEMS EXCHANGE	PO-354015	2,219.41
218306	INTERNATIONAL MAGIC & FUN SHOP	PO-353710	1,498.00
218307	JOHNSTONE SUPPLY	PO-353779	13,354.59
218308	KELLY PAPER COMPANY	PO-350262	1,648.32
218309	LAMINATION DEPOT	PO-354065	75.88
218310	LAWNMOWERS ETC	PO-351101	2,853.85
		PO-351477	3,875.70
218311	LAKESHORE LEARNING MATLS	PO-352787	17.43
218312	CDE SPECIAL DEPOSIT FD50703830	PO-354215	3,908.24
218313	COUNTY OF ORANGE	PO-354075	180.00
218314	PALI MOUNTAIN INSTITUTE	PO-354260	22,420.00
218315	CAPISTRANO UNIFIED SCHOOL DIST	PO-350267	78,072.11
218316	MAACO COLLISION REPAIR & AUTO	PO-350520	1,774.00
218317	MAIER INTERNATIONAL INC	PO-352514	10,503.09
218318	MAR VAC ELECTRONICS	PO-350397	87.27
218319	MARKERBOARD PEOPLE	PO-353900	433.50
218320	MESA GOLF CARTS	PO-351670	105.00
218321	MICROSCOPE WORLD	PO-354061	447.12
218322	MILLER MECHANICAL	PO-352287	5,096.00
218323	MISSION AUTO SERVICE	PO-353790	2,021.45
218324	MITCHELL1	PO-351187	1,099.00
218325	MOBILE COMMUNICATION REPAIR	PO-350398	169.85
		PO-350491	556.95
		PO-353808	2,449.44
		PO-353890	1,224.72
		PO-354352	511.83
218326	MOBILE FLEET WASH	PO-350480	916.50
218327	NATIONAL CONTROLS INC	PO-351688	1,531.92
		PO-354354	482.01
218328	NCS PEARSON INC.	PO-352935	898.12
		PO-353792	50,175.72

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218329	NEW PIG	PO-350483	173.31
218330	OC TANK TESTING INC	PO-352278	1,210.73
		PO-354192	4,766.56
218331	OFFICE DEPOT	PO-350102	189.71
		PO-350632	245.03
		PO-350633	1,110.03
		PO-351352	287.37
		PO-351811	611.41
		PO-352691	192.09
		PO-353311	1,092.60
		PO-353312	9.71
		PO-353828	272.80
		PO-353914	85.47
218332	OPTIV SECURITY INC	PO-354029	2,125.27
218333	ORANGE COUNTY PROBATION DEPT	PO-350588	500.00
218334	PARKHOUSE TIRE INC.	PO-350488	4,535.19
218335	PC PARTS PLUS LLC	PO-350121	395.89
218336	PCMG	PO-350972	219.21
218337	OFFICE DEPOT	PO-350627	118.67
218338	OFFICE DEPOT	PO-351203	49.13
218339	OFFICE DEPOT	PO-350101	35.90
218340	OFFICE DEPOT	PO-350101	34.84
218341	OFFICE DEPOT	PO-350101	34.86
218342	STERICYCLE ENVIRONMENTAL	PO-354091	2,731.75
218343	ATKINSON ANDELSON LOYA	PO-352524	29,754.96
		PO-352529	758.75
		PO-352530	28,411.50
		PO-352560	65,416.65
		PV-162847	3,082.50
		PV-162848	1,283.41
		PV-162849	315.00
		PV-162850	2,264.89
		PV-162851	120.00
		PV-162870	225.00
		PV-162930	898.75
		PV-162931	811.25
		PV-162932	8,430.99
		PV-162933	708.75
		PV-163061	1,755.00
218344	BALDWIN PARK UNIFIED SCHOOL	PO-354031	163.38
218345	BARBER & GONZALES CONSULTING	PO-352337	5,444.35
218346	BEST BEST & KRIEGER LLP	PO-353253	2,328.68
218347	DANNIS WOLIVER KELLEY	PO-353129	11,563.50
218348	DANNIS WOLIVER KELLEY	CL-151923	3,171.00
		PO-352521	419.32

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Warrant Number	Name of Payee	Reference Number	Amount
218349	GREAT AMERICAN LUNCH BOX, THE	PO-354311	2,392.20
218350	JUDY LEMM CONSULTING	PO-353554	687.50
218351	LCRA TRUST	-	
		PO-353454	26,302.50
		PO-354330	5,528.25
218352	LCRA TRUST	PO-354330	3,955.00
218353	PAUL SANCHEZ INVESTIGATIONS	PO-346760	1,007.50
218354	AVILA, THERESE	PV-162934	170.20
218355	BIRKINSHAW, RYAN	PV-162935	194.35
218356	BIRKINSHAW, SANDY	PV-162936	251.28
218357	BUNDY, JULIE	PV-162937	124.20
218358	BUNYAN, JAMIE	PV-162938	93.73
218359	CROSS, MINDY	PV-162939	196.08
218360	CURIEL, MICHELE	PV-162940	177.68
218361	EXWORTHY, MARK	PV-162941	189.18
218362	GONG, PHOEBE	PV-162942	133.98
218363	GUTHARY, MIRIAM	PV-162943	50.60
218364	HATCHER, JOSH	PV-162944	224.83
218365	HERNANDEZ, REAGAN	PV-162945	145.48
218366	HEUSER, RACHEL	PV-162946	217.93
218367	HIOUREAS, ANGELA	PV-162947	166.18
218368	HOWARD, ANDREA	PV-162948	136.85
218369	KERINS, TRACY	PV-162949	51.75
218370	KIMINAS, ANTHONY	PV-162950	205.85
218371	KLISTER, PAMELA	PV-162951	46.58
218372	LINDROTH, RYAN	PV-162952	89.70
218373	MCCARTHY, JOHN	PV-162953	135.70
218374	MEISSNER, ANDREA	PV-162954	158.13
218375	MEYERS, AMY	PV-162955	202.98
218376	MICKLE, JACQUELINE	PV-162956	64.98
218377	MONTGOMERY, JERICA	PV-162957	29.12
218378	MORAND, CARA	PV-162958	131.10
218379	MURPHY, MARISSA	PV-162959	80.50
218380	NAPORA, NOELLE	PV-162960	102.35
218381	NORMAN, ELLESSE	PV-162961	115.58
218382	ORGILL, JANELL	PV-162962	82.80
218383	PANNING LA BATE	PV-162963	149.50
218384	SCHOOLER, DEBORAH	PV-162964	120.18
218385	SHAH, RANA	PV-162965	62.10
218386	WEIS-DAUGHERTY, DENISE	PV-162966	101.78
218387	WOOLWINE, DEBRA	PV-162967	113.85
218388	BURKE WILLIAMS & SORENSEN LLP	PO-354003	1,391.56
218389	CONSOLIDATED ELECT DISTR	PO-353178	701.11
218390	COUNTY OF ORANGE-WASTE MNGT	PO-350840	1,906.42
		PO-353967	2,697.38

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218391	CR&R INCORPORATED	PO-351166	4,867.69
		PO-354141	13,283.38
218392	CULVER-NEWLIN	PO-353825	731.27
218393	DAVID TAUSSIG ASSOC INC	PO-351748	438.18
218394	GOVERNMENT FINANCIAL	PO-346138	4,236.90
218395	MOULTON NIGUEL WATER	PO-351097	9,911.23
218396	MR CLEAN MAINTENANCE SYSTEMS	PO-352001	1,080.00
218397	Q FENCE AND FABRICATION INC.	PO-351821	7,875.00
218398	RTK ENERGY INCORPORATED	PO-354335	27.54
218399	SAN DIEGO GAS & ELECTRIC	PO-353317	132,598.99
218400	SANTA MARGARITA WATER	PO-350719	6,533.39
218401	SO CAL GAS CO	PO-350717	39,807.30
218402	SOUTHERN CALIFORNIA EDISON	PO-350716	3,806.26
218403	WEATHERPROOFING TECHNOLOGIES	PO-354140	1,390.32
218404	BENS ASPHALT	PO-354314	143,628.34
218405	DAVE BANG ASSOCIATES INC	PO-350237	160,876.01
218406	DSA	PO-354321	500.00
218407	GILBERT & STEARNS INC	PO-354105	16,423.52
218408	KYA SERVICES LLC	PO-350466	7,728.00
		PO-350470	2,945.34
		PO-350471	6,616.00
218409	PLACEWORKS	PO-346755	420.00
218410	Q FENCE AND FABRICATION INC.	PO-353697	30,668.00
218411	US BANK NATIONAL ASSOCIATION	PO-354134	1,000.00
218412	ORANGE COUNTY REGISTER	PO-354364	509.94
218413	ORANGE COUNTY REGISTER	PO-354102	659.76
218414	SCHOOL FACILITY CONSULT	PO-351789	1,867.50
218415	DAVID TAUSSIG ASSOC INC	PO-353086	475.77
218416	EXECUTIVE ENVIRONMENTAL SVCS	PO-354251	1,984.64
218417	ALTERNATIVE COMM SVCS	PO-350808	5,673.50
		PO-353715	599.00
218418	BLIND CHILDREN'S LEARNING	PO-351779	7,819.08
218419	BOYS TOWN CALIFORNIA INC.	PO-351803	19,097.00
		PO-353124	8,935.00
218420	BRAIN LEARNING PSYCHOLOGICAL	PO-350798	100.00
		PO-354024	1,500.00
218421	CELEBRATIONS SPEECH GROUP	PO-353655	8,288.00
218422	COPPER HILLS YOUTH CENTER	PV-163060	9,919.00
218423	DEVEREUX TEXAS TREATMENT	PO-352383	15,024.17
		PO-352537	13,426.39
218424	DEVEREUX TEXAS TREATMENT	PO-352380	10,174.58
218425	EBBING, CURTIS AND/OR MARYAM	PO-351485	662.34
218426	FARIBORZ, SURUR FAZELI	PO-352646	231.25
218427	GARCIA, IRMA R.	PO-350472	3,684.80
218428	GOODWILL INDUSTRIES OF ORANGE	PO-350799	650.00



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Warrant Number	Name of Payee	Reference Number	Amount
218429	HATCH & CESARIO	PO-353254	2,322.00
218430	HEARTSPRINGS SCHOOL	PO-354072	12,588.65
218431	HERITAGE SCHOOLS INC	PO-352339	352.20
218432	HOWES, JODEEN AND/OR JEREMY	PO-351638	677.46
218433	JAMES AND KIMBER SMITH	PO-351823	1,192.09
218434	JANET BUCK	PO-351163	763.11
218435	KENNEY, ROBERT AND MARIE	PO-350327	2,880.00
218436	KIMBERLEY PALMIOTTO	PO-353968	2,700.00
218437	LYNETT AND MATTHEW CRANE	PO-351546	1,735.00
218438	MATTHEW AND JULIE EKLUND	PV-163059	4,280.19
218439	MENDE PSY.D, SYLVIA	PO-351159	1,015.00
218440	OCEANVIEW SCHOOL	PO-353445	2,358.40
		PO-354121	2,264.00
		PO-354122	4,925.82
		PO-354123	360.00
218441	OLIVE CREST ACADEMY CANAL ELEM	PO-351775	3,393.11
		PO-351780	3,382.94
		PO-351781	3,270.63
		PO-351782	3,261.06
		PO-351783	2,636.26
		PO-352373	4,613.73
		PO-352727	746.68
		PO-353093	1,635.34
		PO-353686	3,118.26
218442	ORANGE CTY DEPT EDUC	PO-352284	287,989.26
218443	PARADIGM HEALTH CARE SERVICES	PO-351602	2,000.00
218444	PASSARO, DR. PERRY DAVID	PO-352486	4,000.00
218445	PROVIDENCE SPEECH AND	PO-352488	735.00
218446	ROBYN JOY MOSES	PO-353094	3,958.99
218447	RUSSO FLECK & ASSOCIATES	PO-352366	810.00
218448	SADDLEBACK VLY SCH DIST	PO-354116	45,992.52
218449	SCOTT AND KATHY TAYLOR	PO-351574	600.00
218450	SPEECH & LANGUAGE DEVELOPMENT	PO-351767	2,890.00
		PO-351772	3,559.00
		PO-351774	4,225.50
218451	SUNBELT STAFFING LLC	PO-350811	3,547.50
218452	YELLOWSTONE BOYS & GIRLS RANCH	PO-353995	11,365.00
218453	COMPUTER USING EDUCATORS	PO-353709	240.00
218454	BARAJAS, DELIA	PV-163058	136.08
218455	CALIFORNIA DEPT. OF EDUCATION	PV-163057	1,443.00
218456	DELL MARKETING L P	PV-163000	255.76
		PV-163001	1,070.35
		PV-163002	181.72
218457	Maultsby 02, Cynthia	PV-162998	22.25
218458	Pinon 61, Erica	PV-162999	10.00

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218459	TRANSILWRAP COMPANY INC.	PV-163003	2,626.58
218460	BOWDEN, JOANNA	PV-162968	198.38
218461	BROCKMAN, JOSEPH	PV-162969	213.91
218462	GILMORE, SHELLY	PV-162970	523.25
218463	KIMMELL, JULIE	PV-162971	289.23
218464	ORTIZ, RYAN	PV-162972	297.28
218465	PRIMICIAS, MELISSA	PV-162973	100.63
218466	RASHIDI, AKRAM KIM	PV-162974	90.85
218467	ROSO, MICHELLE	PV-162975	132.83
218468	RUSINKOVICH, CHERYL	PV-162976	48.30
218469	SELECMAN, LANA	PV-162977	48.30
218470	SHOFNER, BRIANNA	PV-162978	167.33
218471	SHUMATE, DAGMAR	PV-162979	158.70
218472	SIELING, TARA	PV-162980	51.18
218473	SMITH, ANNE	PV-162981	88.55
218474	SOLTIS, PAMELA	PV-162982	85.10
218475	STEVENSON, HEATHER	PV-162983	60.95
218476	STIRLING, ROBERT	PV-162984	81.08
218477	TA, HOLLY	PV-162985	12.08
218478	TABARI, LISA SEYEDI	PV-162986	124.20
218479	TALILI, MAILUMAI	PV-162989	174.80
218480	TAYNE, JULIE	PV-162987	140.88
218481	TICE, RUTH	PV-162988	39.68
218482	TUNULI, JESSICA	PV-162990	131.68
218483	VARGAS, DAVID	PV-162991	201.25
218484	VILCEK, JULIE	PV-162992	59.80
218485	WACHMAN, TIFFANY	PV-162993	83.95
218486	WIEDEMAN, LORI	PV-162994	61.53
218487	WOLFSON, DONNA	PV-162995	56.35
218488	WOLFSON, MEGHAN	PV-162996	143.18
218489	YOUNG, JENNA	PV-162997	23.00
218490	BERREST, STACY	PV-163020	515.20
218491	BUTLER, SUSAN	PV-163021	184.58
218492	CHAVEZ, MAGGIE	PV-163022	112.70
218493	CHOI, EUN YOUNG	PV-163023	163.30
218494	DAVIS, ALLISON	PV-163024	22.43
218495	DAVIS, DANIELLE	PV-163044	191.48
218496	FISHER, CLARK	PV-163026	71.88
218497	FORBES, KATHY	PV-163027	18.40
218498	GRAY, LISA	PV-163028	71.30
218499	HAACK, KATHI	PV-163045	175.95
218500	HALL, SHEILA	PV-163029	166.75
218501	HERNANDEZ, MARLO	PV-163046	12.65
218502	HEWITT, CELESTE	PV-163030	53.48
218503	HUNKER, WILLIAM	PV-163031	87.40

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218504	JACOBS, ALLISON	PV-163047	51.18
218505	KAROLYS, ANDREA	PV-163032	232.30
218506	KIMMELL, JULIE	PV-163033	96.60
218507	MARCUS, BRUCE	PV-163034	84.53
218508	MCKEE, DANISE	PV-163048	48.30
218509	MORGENSTERN, GRACE	PV-163049	40.63
218510	MORRIS, LINDSEY	PV-163035	36.23
218511	NEE, KATHLEEN	PV-163036	113.28
218512	PAI, FERRIS	PV-163039	56.93
218513	PARKER, LAURA	PV-163037	77.63
218514	PERRY, CYNTHIA	PV-163050	59.23
218515	PIANTA, REBECCA	PV-163038	57.50
218516	RAMIREZ, DANA	PV-163025	142.14
218517	RINKE, ANGELA	PV-163051	64.98
218518	SIELING, TARA	PV-163052	70.15
218519	SOBOLESKI, AMANDA	PV-163040	63.25
218520	STEVER, JANELLE	PV-163041	307.63
218521	TUNULI, JESSICA	PV-163042	78.20
218522	WENTZEL, KORY	PV-163054	92.00
218523	WESTON, KELLY	PV-163055	156.40
218524	YOTA, DENISE	PV-163043	18.98
218525	WATTERS, LIZ	PV-163053	171.35
218526	BEST, FRANCESCA	PV-163004	73.00
218527	CHUBB, JON	PV-163005	22.00
218528	FESNIAK, MAI-LEI YOUNG	PV-163006	10.00
218529	FLANIGAN, EDWARD	PV-163007	84.00
218530	HENDRIX, JEFFREY	PV-163008	15.00
218531	HULL, PARIS	PV-163056	20.00
218532	LUNA, JESSE	PV-163009	88.00
218533	MARROQUIN, MIRNA	PV-163010	16.00
218534	MOORE, EDITH	PV-163011	85.00
218535	PARKER, KATHY	PV-163012	32.39
218536	LOWDEN, DENNIS	PV-163013	84.00
218537	SERVIN, ANGELA	PV-163014	10.00
218538	TUREK, PAUL	PV-163016	44.50
218539	WIJAYA, OVITA	PV-163017	13.00
218540	YAKOUSHKIN, DEVIN	PV-163018	89.00
218541	YOGI, STACY	PV-163019	241.94
218542	STEVENSON, MELANNIE	PV-163015	54.85
218543	MOORE'S MISSION VIEJO	PO-354111	1,049.89
218544	OMNI CONCEPTS	PO-354191	163.00
218545	PACWEST AIR FILTER LLC	PO-350243	6,310.67
218546	PRIME FABRICATION INC	PO-354401	775.00
218547	PSYCHEMEDICS CORPORATION	PO-350968	226.00
218548	QUALITY TOWING	PO-350546	269.00

Board of Trustees Warrant Listing  
\*----- Fiscal Year: 2015-16 -----\*  
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Warrant Number	Name of Payee	Reference Number	Amount
218549	RINCON TRUCK CENTER INC	PO-350494	714.53
218550	ROYAL PAPER CORPORATION	PO-353579	1,644.30
218551	SCHOOL SPECIALTY	PO-353493	48.45
218552	SEHI COMPUTER PRODUCTS INC	PO-350122	832.14
218553	SELECT EQUIPMENT	PO-350317	2,036.65
218554	SITEONE LANDSCAPE SUPPLY LLC	PO-353578	1,940.72
218555	SNAP-ON INDUSTRIAL	PO-352640	242.95
218556	SNAP-ON TOOLS INDUSTRIAL	PO-353854	458.69
218557	SOUTH COAST ANSWERING SERVICE	PO-351232	200.43
218558	SOUTH COAST FAMILY MEDICAL	PO-350229	450.00
		PO-350970	915.00
218559	SOUTH COAST MEDICAL GROUP	PO-350969	708.00
218560	TIFCO INDUSTRIES	PO-351083	1,078.59
		PO-353236	223.88
218561	TIME AND ALARM SYSTEMS-	PO-352055	2,994.75
218562	TREE OF LIFE NURSERY	PO-353943	74.09
218563	TRUCPAR CO	PO-351084	1,937.38
218564	TUTTLE-CLICK FORD	PO-351223	1,539.38
218565	US AIR CONDITIONING DIST.	PO-353175	220.32
218566	VERTICAL TRANSPORT INC	PO-350847	1,700.46
		PO-351170	5,550.70
		PO-354237	5,649.00
		PO-354238	1,296.00
		PO-354243	1,000.00
		PO-354359	254.00
218567	DSA	PO-354423	22,252.50
218568	AMERICAN LOGISTICS COMPANY LLC	PO-350370	13,929.50
218569	CALIFORNIA WEEKLY EXPLORER INC	PO-354308	1,380.00
218570	CAPISTRANO CONNECTIONS ACADEMY	PO-350219	2,927,367.20
218571	COMMUNITY ROOTS	PO-350218	588,008.20
218572	DISCOVERY CUBE OF OC	PO-353690	1,640.00
218573	DISCOVERY SCIENCE CENTER OF OC	PO-352800	4,200.00
		PO-353453	650.00
218574	HERITAGE MUSEUM OF OC	PO-353326	450.00
		PO-353753	400.00
218575	JOURNEY CHARTER SCHOOL	PO-350220	471,621.80
218576	MIND RESEARCH INSTITUTE	PO-353927	3,499.00
218577	MOVIE LICENSING USA	PO-354030	14,785.28
		PO-354223	702.00
218578	NEWSELA	PO-353401	6,000.00
218579	OCEAN INSTITUTE	PO-353859	730.00
218580	OPPORTUNITY FOR LEARNING	PO-350221	70,476.60
218581	OXFORD ACADEMY	PO-350222	1,006,605.80
218582	SEGERSTROM CENTER FOR THE ARTS	PO-353467	1,810.00
		PO-354043	2,710.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2015-16 =====\*  
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Warrant Number	Name of Payee	Reference Number	Amount
218583	STONEWARE INC.	PO-353597	959.04
218584	PC & MACEXCHANGE	PO-353812	4,212.00
		PO-353843	1,053.00
		PO-354000	8,424.00
218585	VISTA PAINT CORP	PO-350135	1,052.55
		PO-354358	529.57
218586	WAL MART COMMUNITY/RFCSLLC	PO-353009	1,242.45
218587	WAL MART COMMUNITY/RFCSLLC	PO-352714	166.15
218588	WARDS SCIENCE	PO-350643	989.50
218589	WATERLINES TECHNOLOGIES INC	PO-351788	2,200.79
		PO-352315	2,739.78
		PO-354360	1,231.44
218590	WAXIE SANITARY SUPPLY	PO-352000	2,054.91
		PO-354198	12,721.24
		PO-354199	1,020.93
218591	ABLENET INC	PO-353392	416.04
218592	ACORN MEDIA	PO-354164	371.95
218593	ARBOR SCIENTIFIC	PO-354054	211.54
218594	BLUE 84 SPIRIT	PO-354257	790.00
218595	BSN SPORTS INC	PO-352236	541.71
218596	CAMBIUM LEARNING INC.	PO-352982	400.00
218597	CASBO	PO-351333	175.00
218598	CINTAS CORP #640	PO-350113	41.42
		PO-354297	2,325.62
218599	CLARK SECURITY	PO-352890	257.44
		PO-354298	8,896.91
218600	COMPLETE OFFICE OF CA	PO-350111	73.40
		PO-350565	41.05-
		PO-350997	138.63
		PO-352232	69.95
		PO-353309	71.26
218601	DENAULT'S HARDWARE	PO-351597	167.80
218602	DEWEYS HOME APPLIANCES	PO-353499	542.15
218603	EASY WAY SAFETY SERVICES	PO-350378	853.00
218604	EBSCO	PO-354328	2,750.00
218605	EVERBIND/MARCO BOOK CO	PO-352220	431.95
218606	FISHER SCIENTIFIC	PO-350640	626.26
218607	FLAGHOUSE INC	PO-353982	63.16
218608	FLINN SCIENTIFIC INC	PO-350639	422.22
218609	GOLDEN RULE BINDERY	PO-354126	1,599.84
218610	GOPHER ATHLETIC/SPORTS	CM-160059	87.71-
		PO-353724	580.93
		PO-353929	534.38
218611	KYA SERVICES LLC	PO-354350	4,001.02
218612	CULVER-NEWLIN	PO-351891	109,228.99

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
218613	CALPERS	PO-354090	645.70
218614	SUWA, JENNIFER A.	PV-163063	788.67
218615	US BANK-PARS#6746022400	PO-351238	9,333.22
218616	BB&T-JOHN BURNHAM INS SERVICES	PO-354256	100.00
218617	CAPISTRANO UNIFIED SCHOOL DIST	PO-350267	53,000.55
218618	MEBA C/O	PO-350269	3,795,901.89
218619	CAPISTRANO USD	PO-350271	26,130.66
218620	BIO-ACOUSTICAL ENG CORP	PO-354295	29,700.00
218621	BUNDY, KEN & LINDA	PO-351236	8,370.00
218622	HAGOP AND HAYA SAKADJIAN	CL-151929	2,292.00
218623	INTERMOUNTAIN DEACONESS	PO-352711	41,505.70
218624	ORANGE CTY DEPT EDUC	PO-352369	155,588.84
		PO-352370	233,718.93
218625	HALL, SHELLEY A.	PV-163066	293.38
218626	ILLUMINATE EDUCATION INC.	PO-354013	15,124.00
218627	JACKSON, KRISTA	PV-163076	168.25
218628	LUKENS, CYNTHIA	PV-163073	147.05
218629	MALACHIED INC	PO-354208	2,025.00
218630	MCCARTHY, KRYSTAL	PV-163071	943.58
218631	MILLER, ROBERT	PV-163069	102.85
		PV-163070	102.85
218632	ORANGE COUNTY DEPT OF EDUCATIO	PO-353051	3,475.00
		PO-353223	175.00
		PO-353224	150.00
		PO-353225	175.00
		PO-353412	175.00
		PO-354041	900.00
218633	PRIMICIAS, MELISSA	PV-163068	199.99
218634	RAMIREZ, DANA	PV-163065	70.63
218635	REGENTS OF THE UNIVERSITY CA	PO-353640	225.00
		PO-353641	450.00
		PO-353643	225.00
		PO-353743	675.00
		PO-353744	675.00
218636	SCHOOL SERVICES OF CALIF	PO-353227	195.00
218637	SHOFNER, BRIANNA	PV-163067	497.38
218638	STAFF DEVELOPMENT FOR EDUCATOR	PO-353068	1,128.00
218639	TESKEY, KAREN	PV-163072	428.38
218640	WRAY, ALLISON	PV-163128	73.00
218641	THOMAS, MEREDITH	PV-163074	74.18
218642	A BETTER TOMORROW EDUCATION	PO-353411	273.00
218643	BESTGEN, MARY	PO-353036	756.00
218644	LCRA TRUST	PO-354330	4,445.00
218645	LEADING EDGE TUTORS INC DBA	PO-353428	949.24
218646	MARY GRACE B. RIDGEWAY	PO-353450	1,000.00

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
218647	DSA	PO-354429	241,304.00
218648	BENS ASPHALT	PO-350953	2,470.00
218649	CITY OF SAN JUAN CAPISTRANO	PO-351098	4,135.54
218650	CONSOLIDATED ELECT DIST	PO-353178	1,319.96
218651	GOBO LLC	PO-343144	2,845.00
218652	SAN DIEGO GAS & ELECTRIC	PO-353317	57,993.44
218653	SANTA MARGARITA WATER	PO-350719	613.71
218654	SO CAL GAS CO	PO-350717	1,088.06
218655	SO COAST WATER DIST	PO-351099	577.73
218656	SABP REPROGRAPHICS	PO-353826	7,346.70
218657	WLC ARCHITECTS INC	PO-353745	36,500.00
218658	HMC ARCHITECTS	PO-341286	6,521.17
		PO-341287	155,400.00
218659	HMC ARCHITECTS	PO-352268	97,368.94
218660	HMC ARCHITECTS	PO-346665	2,128.50
		PO-352259	1,409.16
		PO-352265	6,441.13
		PO-352778	150.12
218661	DSA	PO-354441	94,920.00
218662	AT&T	PO-350405	61.41
218663	AT&T	PO-351588	245.51
218664	O'REILLY AUTOMOTIVES INC	PO-351810	230.32
218665	ONE STOP BINDERY	PO-350321	735.00
218666	ORANGE AUTO PARTS & SUPPLY LLC	PO-352218	308.88
218667	ORANGE COUNTY REGISTER	PO-350328	332.88
218668	PRESENTATION FOLDER INC	PO-354394	280.80
218669	PRUDENTIAL OVERALL SUP	PO-350319	131.44
218670	SHRED-IT USA LLC	PO-350316	326.00

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
218671	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-350105	50.19
		PO-350651	144.55
		PO-350658	140.61
		PO-350661	112.42
		PO-350665	17.26
		PO-350667	17.11
		PO-350669	4.23
		PO-350670	287.39
		PO-350674	44.58
		PO-350679	521.21
		PO-350680	55.45
		PO-350681	94.78
		PO-351210	369.95
		PO-351246	346.31
		PO-351287	39.29
		PO-351309	460.36
		PO-352610	316.16
		PO-352938	3.71
		PO-353596	110.22
		PO-353919	107.03
218672	SPICERS PAPER	PO-350261	4,233.03
		PO-354074	9,047.82
218673	SPORT CHALET	PO-350951	8,904.39
		PO-351012	5,107.04
218674	TROXELL COMMUNICATIONS INC	PO-353757	432.00
218675	UNIQUE SWEEPING	PO-350535	281.00
218676	VALLEY POWER SYSTEMS INC.	PO-351132	356.40
218677	VERIZON WIRELESS	PO-353181	3,862.16
218678	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-351205	139.69
		PO-352905	20.97
218679	STAPLES ADVANTAGE	PO-350531	569.52
218680	Andersen 86, Charity	PV-163079	37.85
218681	DOMINO'S PIZZA	PV-163107	16,387.00
218682	McGovern 75, Rachel	PV-163080	65.00
218683	P & R PAPER SUPPLY COMPANY	PV-163077	17,771.69
218684	Petty Cash	PV-163081	241.55
218685	THE PLATINUM PACKAGING GROUP	PV-163078	7,910.97
218686	BENNETT, RYAN	PV-163082	18.00
218687	CORPIN, JANET	PV-163083	15.00
218688	GAYTON, ANEL	PV-163085	8.00
218689	HAUN, BARBARA	PV-163086	43.28
218690	LI, CYNTHIA	PV-163089	58.00
218691	MOON, ISABEL	PV-163091	62.00
218692	PITZEN, SHARLA	PV-163090	150.52
218693	LEE, KATHERINE	PV-163088	1,015.00



Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
218694	FOSTER, KARIN	PV-163084	1,128.33
218695	JANKO, ROBERT	PV-163087	123.06
218696	BARTALUZZI, SAMUEL	PV-163092	22.43
218697	BROWN, SUSAN	PV-163093	62.10
218698	BUCKMAN, JENNIFER	PV-163094	55.78
218699	CHAVEZ, MAGGIE	PV-163095	37.80
218700	COPPAGE, CARRI	PV-163096	67.85
218701	FINNSSON, JAMIE	PV-163097	38.29
218702	GALLEGO, MARINA	PV-163098	43.70
218703	GROSS, DEANNA	PV-163099	29.37
218704	HERNANDEZ, REAGAN	PV-163100	64.40
218705	HIGHTOWER, SHERI	PV-163101	65.55
218706	LACHEMANN, DINA	PV-163103	70.73
218707	RALPH, JENNIFER	PV-163106	16.83
218708	TURNER, JASON	PV-163104	21.60
218709	WHITE, BRANDI	PV-163105	261.05
218710	KRAUSE, MATTHEW	PV-163102	385.82
218711	BOLES, NERMIN	PV-163108	200.79
218712	BRITSCHGI, URS &	PV-163111	307.19
218713	CAPAY, PONCIANO OR MARIA	PV-163109	258.96
218714	CHODZKO, MICHAEL &	PV-163110	103.50
218762	DICK, CRAIG OR BILLIE	PV-163112	154.56
218763	EASTMAN, STEPHEN & TARA	PV-163113	186.30
218764	GRAGG, PATRICK & TERRY	PV-163114	97.57
218765	GREEN, TRACY OR MELISSA	PV-163115	170.52
218766	HAMEED, SHAWN	PV-163119	489.44
218767	HAYES, DAVID & KATHLEEN	PV-163116	440.91
218768	HITZKE, MARCO OR SARAH	PV-163117	644.44
218769	LEEB, ANDREA	PV-163118	114.82
218770	MARTINEZ, ROBERT OR CHRISTINA	PV-163120	110.12
218771	PATEL, SUNIT AND OR BINA	PV-163121	368.00
218772	RICHARDS, EDWARD OR ANITA	PV-163122	212.52
218773	SANTIAGO, JOSE & YAMEL SANCHEZ	PV-163123	191.02
218774	STANFIELD, SCOTT AND OR ROWENA	PV-163124	388.70
218775	THOMAS, JACLYN	PV-163125	20.70
218776	VON DWINGELO, ANTHONY/ELIZABET	PV-163126	76.31
218777	YUEN, ALBERT & CHARLENE TONG	PV-163127	476.79
218778	A Z BUS SALES INC	PO-350342	131.96
218779	ADVANTAGE WEST INVESTMENT	PO-352922	3,394.46
218780	AIR CONDITIONING CONTROL SYS	PO-351071	433.24
218781	ART SUPPLY WAREHOUSE	PO-351851	675.17
218782	B & H PHOTOGRAPHY	PO-353823	3,678.20
218783	BARRETT-ROBINSON INC	PO-351243	569.13
218784	BATTERIES PLUS	PO-350604	193.97
218785	BEACH CITIES GLASS INC	PO-351227	341.22

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2015-16 =====\*  
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Warrant Number	Name of Payee	Reference Number	Amount
218786	BEE MAN	PO-350406	175.00
218787	BLAIRS TOWING INC	PO-350836	300.00
218788	BOYCE INDUSTRIES	PO-351253	257.15
218789	CAL-STATE AUTO PARTS INC	PO-350369	564.99
218790	CAPISTRANO CRANE SERVICE	PO-351804	320.00
		PO-353903	460.00
218791	CDW GOVERNMENT	PO-354179	239.76
218792	CHEVROLET OF IRVINE	PO-351639	116.85
218793	COMPLETE OFFICE OF CA	PO-353308	1,013.55
		PO-353309	77.74
218794	THE ALARM AND SPRINKLER CO INC	PO-352513	2,982.49
218795	CAL WEEKLY EXPLORER INC	PO-354224	1,060.00
218796	DISCOVERING SCIENCE	PO-354313	3,040.00
218797	DISCOVERY CUBE OF OC	PO-354336	270.00
218798	HERITAGE MUSEUM OF OC	PO-354498	375.00
		PO-354502	474.00
218799	IRVINE RANCH OUTDOOR EDU CTR	PO-354489	3,355.00
218800	MISSION SAN JUAN CAPISTRANO	PO-354485	1,130.00
218801	OCEAN INSTITUTE	PO-354490	7,500.00
218802	SOUTH COAST ROP	PO-352130	125,000.00
218803	STONEWARE INC.	PO-353512	933.12
218804	THINKING MAPS INC	PO-353045	5,601.43
		PO-353204	545.49
218805	THOUSAND PINES OUTDOOR SCHOOL	PO-350278	17,356.50
218806	WE VIDEO INC	PO-353073	281.00
218807	CORVEL CORPORATION	PO-350272	190,217.93
218808	CHLIC-CHICAGO	PO-350265	24,226.81
		PO-350266	15,420.40
601 Warrants			\$13,503,424.60

**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	11/9/2010
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
AMS.NET Inc.	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
AMS.NET Inc.	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
Apex Learning, Inc.	RFP No. 6-1314, Credit Recovery Services	4/23/2014
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No.1314-19, Roofing Repairs and Maintenance	3/12/2014
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Backus & Ernst	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Ben's Asphalt, Inc.	Bid No. 1314-03 Asphalt Paving, Seal coating and Repair	5/22/2013
Bergman Dacey Goldsmith	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Best Best & Krieger	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Blue Label Power, Inc	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Burke Williams & Sorensen	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
CA Track & Engineering	CMAS 4-09-78-0048A - Advanced Polymer Playground Surface Rubberized Sport Surface, Synthetic Track	9/12/2011
California Western Visuals	CMAS 3-08-70-2515A, GSA No GS-35F-0087U, Smart Technologies Interactive Shite Boards Hardware and Software	6/12/2013
Camcor, Inc	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
CDW Government, LLC	Bid No. 1415-12, Chromebooks	7/23/2014
CDW Government, LLC	Bid No. 1516-02 Audio Visual Equipment	6/24/2015

**Capistrano Unified School District  
Bids/RFP-Qs/Piggyback Bids**

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
CDWG	Western State Contracting Alliance (WSCA) Contract No. 7-08-70-13 Cisco Networking Communications and Maintenance	11/9/2010
CDWG	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
CDWG	Desert Sands Unified School District Bud No. 13/14- 003, Chromebooks	12/11/2013
Certified Transportation Services,	Bid No.1314-15 Co-Curricular Bus Service	12/11/2013
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010
Clear Source IT	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
Collins & Aikman Floor covering, Inc. C&A/Tandus	Santa Monica-Malibu Unified School District Bid No. 9.10 Flooring Material District wide	5/14/2012
Commercial & Industrial Roofing Co., Inc.	Bid No. 1314-24 San Clemente High School Roof Replacement	5/28/2014
Commercial Aquatic Services, Inc.	Newport Mesa Unified School District, Bid No. 100- 15, Pool Supplies	10/8/2014
Concepts School and Office Furnishings	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Concepts School and Office Furnishings	Newport Mesa Unified School District, Bid No. 105- 12, School Office Furniture	11/30/2011
Concepts School and Office Furnishings	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Consolidated Electrical Distributors	Bid No. 1415-03 Electrical Supplies and Materials	6/11/2014
Contemporary Services Corporation	RFP No. 5-1213, Event Security Services	2/27/2013
Cox Communications California, LLC Cox California Telcom, LLC	RFP No. 1-1314 Wide Area Network Services	3/12/2014
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste District wide	8/8/2011
Creative Images	RFP No. 7-1314 Photography Services	6/11/2014
Culver-Newlin	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Dannis Woliver Kelley	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 15-04, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/22/2015
Dave Bang Associates, Inc.	California Multiple Award Schedule Contract No. 4- 15-78-0013E for Fitness Equipment and Park and Playground Equipment.	10/14/2015
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
DecisionInsite	RFQ No. 6-1213, Demographic Consultant Services	3/27/2013
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3- 94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008

**Capistrano Unified School District  
Bids/RFP-Qs/Piggyback Bids**

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Dell Computer (Dell Marketing LP)	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. MNWNC-108 awarded to Dell Marketing L.P., California Participating addendum, Computer Equipment, peripherals, and related services.	10/28/2015
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 4-14-58-0074A, for Non Information Technology	9/23/2015
Digital Networks Group, Inc.	California Multiple award Schedule Contract Numbers 3-14-58-0215D, 3-14-58-0215E, 3-14-58-0215F for Informtion Technology Goods & Services	10/14/2015
Digital Networks Group, Inc.	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dolinka Group	RFQ No. 5-1314 Developer Fee Consultant Services	10/9/2013
Dominos Pizza	Bid No. 1415-11 Pizza Service	8/13/2014
Downtown Ford Sales	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Downtown Ford Sales	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Downtown Ford Sales	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
E. Stewart & Assoc, Inc.	Bid No. 1516-04 - Weed Abatement	6/10/2015
Edgenuity, Incorporated	RFP No. 4-1415, Online Curriculum for Virtual Schools - Grades 6-8 at Capistrano Virtual School	3/25/2015
Elk Grove Auto Group	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Elk Grove Auto Group	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Elk Grove Auto Group	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Epic Machines, Inc.	California Multiple Award Schedule Contract No. 3-14-70-3018A, GSA Schedule No. GS-35F-0511T, Purchase and Warranty of Hardware and Software, Software Maintenance and Installation of Cisco Brand Products	10/22/2014
ESI International, Inc	RFP No. 2-1415, Investigation Services	11/12/2014
Extron Electronics	California Multiple Award Schedule Contract No. 3-07-70-2382A, General Services Administration Schedule No. GS-35F-4545G, Information Technology Goods and Services	7/9/2014
Fagen Friedman & Fulfroft	RFQ No. 1-1516 - Legal Services (General)	9/9/2015



**Capistrano Unified School District  
Bids/RFP-Qs/Piggyback Bids**

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
First Student, Incorporated	RFP No. 1314-15, Co-Curricular Bus Service	12/11/2013
Follett	RFP No. 11.1314, Central Library, Textbook and Asset Management System	5/14/2014
Florida Virtual School	RFP No. 4-1415, Online Curriculum for Virtual Schools - Grades 9-12 at California Preparatory Academy	3/25/2015
Frontline Technologies	RFP No. 12-1314, Absence Management System	5/14/2014
Fulkra, Inc	RFP No. 2-1415, Investigation Services	11/12/2014
Fusionstorm	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services.	3/28/2012
GA Dominguez	Bid No 1415-17 Movement and Reconfiguration of Relocatable Buildings	2/11/2015
Galasso's Bakery	Bid No. 1415-05, Fresh Bakery and Bread Products	6/25/2014 6/24/15
Gilbert & Stearns, Inc.	Bid No. 1314-18 Electrical Service	1/8/2014
Golden Star Technology, Inc dba GST	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Government Financial Services	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Great Western	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Hanford Hyundai	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Hanford Toyota	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Hanford Toyota	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Hanford Toyota	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Harbottle	RFQ 1-1516 - Legal Services (General)	9/9/2015
Harris Steel Fence Co., Inc.	Bid No. 1314-20 Fence Repairs and Maintenance Districtwide	3/12/2014
Hatch and Cesario	RFQ 1-1516 - Legal Services (General)	9/9/2015
Herff Jones	RFQ 2-1516 - Yearbook Services	9/9/2015
HMC Architects	RFQ No. 4-1314, Architectural Services	12/11/2013
Hollandia Dairy	Bid No 1314-17, Milk and Dairy Products	3/12/2014
Howard Technology Solutions, a Division of Howard Industries, Inc.	Bid No. 1415-12, Chromebooks	7/23/2014
IBI Group	RFQ No. 4-1314, Architectural Services	12/11/2013
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data Management System	5/25/2011
Insight Systems Exchange	Bid No. 1112-15 Refurbished Computer Equipment	10/24/2012
IPC (USA), Inc.	Multi-District Cooperative Bid No. 108-13, Fuel (Gasoline and Diesel)	7/24/2013
JFK Transportation, Co., Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
JL Cobb Painting	Bid No. 1314-21 Painting Services	3/12/2014

**Capistrano Unified School District  
Bids/RFP-Qs/Piggyback Bids**

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Johnstone Supply	County of Orange Contract No. MA-080-1701016 - Air Conditioning, Refrigeration Equipment, Parts & Supplies	8/24/2011
Jostens	RFP No. 2-1314 High School Products and Senior Services	9/11/2013
Jostens	RFP 2-1516 - Yearbook Services	9/9/2015
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009
Knowland Construction Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
KYA Services, LLC	California Multiple Award Schedule Contract No. 4-14-72-0057A, GSA Schedule No. GS-27F-0504H, Purchase, Warranty, and Installation of Floor Covering and Related Products	9/24/2014
Lenovo (United States), Incorporated	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27168	6/25/2014
Lifetouch National School Studios	RFP No. 7-1314 Photography Services	6/11/2014
Livermore Ford	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Livermore Ford	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Lozano Smith	RFQ 1-1516 - Legal Services (General)	9/9/2015
McFarlin & Anderson	RFQ 1-1516 - Legal Services (General)	9/9/2015
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
NKS Mechanical Contracting	CMAS AGREEMENT NO. ADSP011-00000411-4,	8/12/2015
Neopost	MAILING EQUIPMENT - Neopost Incorporated Bid 1516-09 Newhart MS HVAC Replacement	10/14/2015
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Norton Rose Fulbright	RFQ 1-1516 - Legal Services (General)	9/9/2015
NvLS Professional Services, LLC	RFQ No. 2-1213, E-Rate Consultant	6/27/2012
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Newport-Mesa Unified School District Bid No. 114-15 Office & School Supplies and Equipment District Wide	5/13/2015
Orbach Huff Suarez & Henderson	RFQ 1-1516 - Legal Services (General)	9/9/2015
Orrick Herrington & Sutcliffe	RFQ 1-1516 - Legal Services (General)	9/9/2015
P&R Paper Supply Co.	Bid No. 1516-01 Paper and Plastic Products for Food and Nutrition Services	6/24/2015
Pacific Coast Sightseeing Tours & Charters	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 1213-01 - Plumbing Services	5/23/2012

**Capistrano Unified School District  
Bids/RFP-Qs/Piggyback Bids**

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Pacwest Air Filter	Palo Verde Unified School District Bid No. 111201, HVAC Filters and Installation	6/27/2012
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Pathway Communications, Limited	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
PC & MacExchange	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Q Fence and Fabrication, Incorporated	Bid No. 1516-05 Fence Repairs and Maintenance	6/10/2015
Quint & Thimming LLP	RFQ 1-1516 - Legal Services (General)	9/9/2015
Reliance Communications	RFQ 3-1314 Mass Notification System	8/14/2013
Riverview International	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Sanders Construction Services	Bid No. 1314-16, CVHS Lunch Pavilion and Music Plaza	3/12/2014
School Facility Consultants	RFP No. 8-1314, State School Building Program Advisor	1/22/2014
School Specialty	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Schools First Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
SectorPoint, Inc.	CMAS Contract No. 4-11-03-0492A GSA Schedule No. GS-07F-0509W Non Information Technology Goods, Civic Permits Software	8/20/2012
Sedgwick	RFQ 1-1516 - Legal Services (General)	9/9/2015
Seon Systems Sales, Inc.	Bid No. 1415-14, Mobile Surveillance System, Software, and Installation for School Buses	11/12/2014
SHI International Corp.	Simi Valley USD RFP 10-14-14 Microsoft Products	2/11/2014
Simonson Photography, Incorporated	RFP No. 7-1314 Photography Services	6/11/2014
South Coast Photographic	RFP No. 7-1314 Photography Services	6/11/2014
South Orange County Community College District (Saddleback)	RFP No. 1-1314, After School Enrichment Activities and Camps Program Provider	4/24/2013
Stradling Yocca Carlson & Rauth	RFQ 1-1516 - Legal Services (General)	9/9/2015
Sparkletts	County of Orange Master Agreement No. MA-017-13011174, Bottled Water	7/24/2013
Sumner Photography and Publishing, Inc	RFP No. 7-1314 Photography Services	7/9/2014
Swift Superstore	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Swift Superstore	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Tel-Tec Security System	CMAS 4-11-84-0037A - Security Systems	9/12/2011
Transportation Charter Services, Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Troxell Communications, Inc	Bid No. 1516-02 Audio Visual Equipment	6/24/2015



**Capistrano Unified School District  
Bids/RFP-Qs/Piggyback Bids**

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Vending +Plus	RFP No. 4-1213, Snack & Beverage Vending Services	8/20/2012
Verizon Wireless	Western State Contracting Alliance (WSCA) WSCA 7-10-70-16, CA Participating Addendum 1907 Wireless Communications Services and Equipment	3/11/2015
Vertical Transport, Inc.	Bid No. 1415-08 - Elevator Service	12/10/2014
Virco	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Ward's Media Technology	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	San Diego Unified School District Bid No. GD-13- 0006-64, Custodial and Janitorial Products	1/23/2013
West Coast Arborists, Inc.	Bid No. 1112-10 Tree Trimming Maintenance	9/26/2011
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010- 0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
Winner Chevrolet	California Multiple Award Schedule Contract No. 1- 14-23-10, Fleet Vehicles - Cars	8/27/2014
Winner Chevrolet	California Multiple Award Schedule Contract No. 1- 14-23-20, Fleet Vehicles - Trucks	8/27/2014
Winner Chevrolet	California Multiple Award Schedule Contract No. 1- 14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
WLC Architects, Inc.	RFQ No. 4-1314, Architectural Services	12/11/2013
Wondries Fleet Group	California Multiple Award Schedule Contract No. 1- 14-23-10, Fleet Vehicles - Cars	8/27/2014
Wondries Fleet Group	California Multiple Award Schedule Contract No. 1- 14-23-20, Fleet Vehicles - Trucks	8/27/2014
Wondries Fleet Group	California Multiple Award Schedule Contract No. 1- 14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2104
Xerox Corporation	California Multiple Award Schedule Contract No. 3- 01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox	6/15/2010
Zonar Systems, Inc.	RFP No. 1-1415, Global Positioning System	7/23/2014

112650 A & R WHOLESALE DISTRIBUTORS	1,329,566.27
001018 A Z BUS SALES INC	255,955.51
145322 AMS.NET INC	671,902.70
112173 ASCIP	1,931,576.00
058875 ATKINSON ANDELSON LOYA	379,613.60
049767 BENS ASPHALT	616,390.03
118161 CAPISTRANO CONNECTIONS ACADEMY	10,415,462.20
120141 CAPISTRANO UNIFIED SCHOOL DIST	2,035,128.81
151411 CAPISTRANO USD	254,696.40
106764 CDWG Inc	2,204,818.12
043026 CIGNA	306,290.97
146265 COMMUNITY ROOTS	2,089,081.20
122828 CORVEL ENTERPRISE COMP INC	1,527,189.07
024000 CULVER-NEWLIN	347,626.47
100058 CUSD	2,105,967.00
014126 CUSD-MELLO ROOS	578,777.00
105883 DAVE BANG ASSOCIATES	738,207.27
064188 DELL COMPUTER	354,172.26
143256 DSA	361,167.36
150706 EPIC MACHINES INC.	1,479,926.45
149926 G.A. DOMINGUEZ	376,361.12
059154 HERITAGE SCHOOLS INC	264,922.61
122820 HMC	861,140.67
130047 HOLLANDIA DAIRY INC.	251,196.91
041995 HOUGHTON MIFFLIN CO	1,771,791.91
148747 ILLUMINATE EDUCATION INC.	273,715.50
144880 IPC USA	297,575.57
105873 JOURNEY CHARTER SCHOOL	1,549,962.80
150699 KYA SURFACING LLC	383,271.98
144685 LETNER ROOFING CO	1,928,375.55
150703 MEBA C/O	29,646,057.85
021378 NEW HAVEN SCHOOL	298,883.53
100369 OCEANVIEW SCHOOL	279,932.33
113144 OPPORTUNITY FOR LEARNING	655,130.06
066570 ORANGE COUNTY DEPT OF EDUC	3,221,907.86
146264 OXFORD ACADEMY	3,327,265.80

149848 PC & MACEXCHANGE	289,970.28
151890 R. JENSEN COMPANY INC.	320,174.00
078255 SAN DIEGO GAS & ELECTRIC	5,620,524.89
150282 SILVER CREEK INDUSTRIES INC.	434,204.00
149669 SOUTH COAST ROP	2,373,090.92
122718 SOUTHERN CALIFORNIA EDISON	1,189,766.79
084770 SOUTHWEST SCHOOL SUPPLY	262,436.41
147868 US BANK	2,519,752.53
115841 US BANK NATIONAL ASSOCIATION	5,907,398.75
096332 WAXIE	347,268.87
151442 WINNER CHEVROLET INC.	625,850.36
099210 XEROX CORPORATION	1,777,879.04

**AMENDMENT NO. 1 TO FIELD SERVICE AGREEMENT  
CONTRACT NO. FSA 1516107**

**WITH**

**WEST COAST ENVIRONMENTAL**

Field Service Agreement No. FSA 1516107 called for services to be rendered at the rates shown in the agreement.

The contract with West Coast Environmental shall be amended to change the business name from West Coast Environmental to J & J Environmental Construction Corporation effective November 10, 2015.

Except as set forth in this Amendment, and Board approved on September 23, 2015 all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**J & J Environmental Construction  
Corporation**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: February 24, 2016      Date: \_\_\_\_\_



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

**FIELD SERVICES AGREEMENT**

THIS CONTRACT is made and entered into this 24 day of September, by and between West Coast Environmental, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

The CONTRACTOR and the DISTRICT do hereby contract and agree as follows:

1. The Contractor shall furnish the District for an amount estimated to be \$ 20,000 the following:  
Provide labor and materials to perform proper and safe remediation/abatement and repairs of biohazard materials as needed Districtwide  
As described in the attached Exhibit A.
2. The term of the Contract shall begin on July 1, 2015 and end June 30, 2016.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Construction or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

## 7. This Contract includes all Contract Documents as indicated below:

- ☒ W-9 Request for Taxpayer Identification Number and Certification
- ☒ Quote/Proposal, dated \_\_\_\_\_
- ☒ Plans and Specifications/Scope of Work
- ☒ Worker's Compensation Certificate
- ☒ Purchase Order Number \_\_\_\_\_
- ☒ Liability Insurance Certificate
- ☐ Guarantee
- ☒ Certification by Contractor of Criminal Records Check
- ☒ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☐ Payment Bond \$ \_\_\_\_\_
- ☐ Faithful Performance Bond \$ \_\_\_\_\_
- ☒ California State Contractor's License Number \_\_\_\_\_
- ☒ Drug-Free Workplace Certification
- ☒ Tobacco Use Policy
- ☒ DIR Registrations No. \_\_\_\_\_
- ☐ Compliance with Safety Regulations
- ☐ Other \_\_\_\_\_

## 8. IN WITNESS WHEREOF, said parties have executed this Contract as of the date first written above.

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

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

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

Lynh N. Rust  
Print Name

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

Executive Director, Contracts & Purchasing  
Title

\_\_\_\_\_  
Title

Board Approval Date: Sept. 23, 2015

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

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

(Corporate Seal, if Incorporated)

Field Service Agreement  
Capistrano Unified School District

## GENERAL CONDITIONS

The following is part of and attachment to the Capistrano Unified School District "Field Services Contract".

1. **EQUIPMENT AND LABOR:** Contractor shall furnish all labor, materials and equipment necessary to complete the project in accordance with the approved plan and/or specifications. Where practical, "Standard Specifications for Public Works Construction" will apply.
2. **DEFAULT BY CONTRACTOR:** Failure to comply with any of the terms and/or conditions of this contract shall constitute default by the Contractor.
3. **FORCE MAJEURE CLAUSE:** Parties to the contract shall be excused from performance thereunder during the time and to the extent that they were prevented from obtaining or performing by act of "God, fire, strike, loss" or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
4. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.
5. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor shall be subject to the approval of the District, Contractor shall be held responsible for all operations of the subcontractors and shall require them to maintain adequate California Worker's Compensation and appropriate liability insurance.
6. **Senate Bill 854:** Contractor and all subcontractors, if any, shall comply with all applicable provisions of Senate Bill 854 (Stats. 2014, Cir. 28) effective June 20, 2014.
7. **PREVAILING WAGE RATES:** Contractor and subcontractor shall adhere to the prevailing wage rate, and all applicable determinations made by the Director of Industrial Relations pursuant to California Labor Code.
8. **APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code for all apprenticeship occupations.
9. **PAYROLL RECORDS:** Contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by Contractor, in connection with the public work.

10. **COMPLIANCE WITH SAFETY REGULATIONS:** It shall be the responsibility of the Contractor to perform all activities incident to this project in a manner consistent with applicable safety standards and to insure that all completed and in process work satisfies safety standards. Contractor is also responsible for obtaining District's rules and regulations pertaining to safety and security, including driving on school grounds, particularly when children are present.
11. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life, work of adjoining property, Contractor, without special instruction or authorization from District, is hereby permitted to act to prevent such threatened loss or injury.
12. **ASBESTOS:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos.
13. **HAZARDOUS MATERIAL AND MATERIAL SAFETY DATA SHEETS:** In the event the Contractor encounters (during the scope of work as specified by individual contract or specifications), material believed to be asbestos, polychlorinated biphenyl (PCB), or any other identified or non-identified potentially hazardous material (which has not been rendered harmless and is labeled as such), Contractor shall immediately stop work in the area affected and report the condition to the District. The work in the affected area shall not continue or be resumed except by written direction of the District and by agreement by the Contractor. Contractor is required to ensure Material Safety Data Sheets are available, employees are trained in the use of MSDS, and MSDS are in a readily accessible place at the work site. This is required for any material that has an associated Material Safety Data Sheet per the Federal "Hazard Communication" standard or employees' Right-to-Know laws. Contractor is also required to ensure proper labeling and training on any substance brought onto the job site and ensure that any person working with the material (or has the possibility of exposure by use of the material or contact with the material), is informed of the possible and/or real hazards of the substance, and follows proper handling and protection procedures.
14. **HOLD HARMLESS:** Contractor shall save, defend hold harmless, and indemnify the District against any and all liability claims. This includes but is not limited to; cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to, or arising out of the occupation, use, service, operation, or performance or work (under the terms of this contract or specifications as presented via District Purchase Order), resulting in whole or in part from the negligent acts or omissions of Contractor and/or subcontractor, or any employee agent, or representative of Contractor and/or subcontractor.
15. **INSURANCE:** Contractor shall not commence work without first obtaining all insurance required under this heading from a company or companies acceptable to the District. The Contractor shall not allow any subcontractor to commence work until all appropriate insurance required of the subcontractor has been obtained and properly provided to the District. The Contractor shall take out and maintain at all times during the life of the contract (or as specified via District Purchase Order) the following policies of insurance:



- A. Workers' Compensation Insurance. The Contractor shall take out and maintain, during the life of the contract, Worker's Compensation Insurance for all his/her employees. Contractor shall require all subcontractors employed by him/her on the contract to maintain such insurance as will protect such subcontractors from claims under Worker's Compensation Acts.

In case any class of employee is not protected under the Worker's Compensation Statute for any reason, the Contractor shall provide adequate coverage as shall be necessary to the District for the protection of such employees not otherwise protected.

- B. Contractor shall obtain and provide to the District required evidence of said insurance prior to commencing the work and maintain, during the life of the contract, Contractor's Bodily Injury and Property Damage Liability Insurance in the amount of **One Million dollars (\$1,000,000.00)** combined single limit. The liability insurance shall include personal injury liability, broad form liability, contractual liability, and completed operations/products liability. The insurance policy must be an 'occurrence' type; a 'claims-made' policy will not be acceptable.
- C. Insurance Covering Special Hazards. When automobiles, trucks or other contractors' equipment are used in connection with this work, these special hazards shall be covered by riders to the above mentioned Public Liability Insurance and Property Damage Insurance policies, or by special policies of insurance in the same amount. Automobile Liability Insurance shall provide non-owned auto liability coverage for employer non-ownership and hired autos.
- D. Contractor shall procure and maintain Fire Insurance, with extended coverage endorsements, upon the work of the contract to one hundred percent (100%) of the insurable value thereof, including items of labor and materials connected therewith, whether in or adjacent to the structure insured, materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structures, including miscellaneous materials and supplies incident to the work. The insurance policy or policies shall provide that any loss "shall be payable to the Contractor and the District" as their respective interests may appear. Contractor shall keep work hereunder fully insured, without cost to the District, until final inspection and acceptance thereof.
- E. Except for California Workers Compensation Insurance, District shall be named as an additional insured on all policies of insurance hereunder and shall be furnished a thirty (30) day written notice prior to reduction in coverage or cancellation.

**16. WORKERS:**

- A. Contractor shall at all times enforce strict discipline and good order among Contractor's employees. Contractor and subcontractor shall not employ any person or anyone not skilled (or unfit, unqualified), in assigned work.
- B. Any person in the employ of the Contractor, whom the District may deem incompetent or unfit, shall be dismissed from the work and shall not again be employed on the project except with written consent of the District.

17. **FINGERPRINTS:** Contractor shall comply with the fingerprinting and criminal background investigation requirements of the California Education Code. Contractor shall comply with all the California Department of Justice fingerprinting requirements.
18. **SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job, use of equipment, and quality of workmanship.
19. **CONTRACTOR NOT OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out the terms and conditions of the Contract, Contractor is an independent contractor and not an officer, employee or agent of District, by direction or inference.
20. **PERMITS AND LICENSES:** Contractor shall be responsible for acquiring all necessary permits and shall secure and maintain in force such licenses and permits as required by law in connection with the project, including, but not limited to, registration required under SB854..
21. **ACCESS TO WORK:** District representatives shall at all time have access to work, wherever it is, in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
22. **OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Such occupancy shall not constitute final acceptance of any part of work covered by this contract nor shall such occupancy extend the specified date for completion.
23. **CHANGES:** No changes or alterations to this contract shall be made without specific prior written approval by District.
24. **ASSIGNMENT:** No assignment of this Contract shall be made without the prior written approval of District.
25. **WARRANTY:** Contractor will be required to warranty all work and equipment supplied in the contract for a minimum one year period from date of final acceptance.
26. **BRAND OR TRADE NAMES:** Attention of the Contractor is directed to the Government Code, which must be complied with as to brand or trade name products. Whenever in the specifications brand or trade name products are specified in writing, the words 'or approved equal' are to be assumed included. Exact compliance with specified brand or trade name products is required unless the District issues a written amendment. All requests to substitute must be in writing directed to the District's applicable representative. Contractor must provide for District's approval, the brand name, model number (including drawings and specifications) or other relative information on any proposed product or equipment to be supplied by the Contractor.
27. **PAYMENT:** Payment for work will be made in a lump sum upon acceptable completion (unless specified otherwise by agreement in writing or under special conditions in writing) and approval by the District.

28. **ANTI-DISCRIMINATION:** It is the policy of the Capistrano Unified School District Board of Trustees that in connection with any and all work and/or services performed under Public Works and Construction contracts, there will be no discrimination against any employee, company or individual or group of individuals, because of race, color, ancestry, sex, age, national origin, or religious belief. Therefore, the Contractor agrees to comply with applicable Federal and California laws including, but not limited to, California Fair Employment Practice Act, and/or Labor Code, or any code where anti-discrimination language occurs. In addition, Contractor agrees to require like compliance by all subcontractors.
29. **CLEAN UP:** Debris shall be regularly removed from the premises. The job site shall be free of any and all debris at all times when work is not actually being performed. Upon completion, all debris and containers shall be removed and the work site left clean.

## EXHIBIT A



**FEE SCHEDULE**  
**PERIOD July 1, 2015 to June 30, 2016**

COMPANY NAME: West Coast Environmental, LLC  
 REP NAME: Jeff Creamer  
 E-MAIL ADDRESS: amc.abatement@service@hotmail.com

## SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:

Asbestos, Lead & Mold Abatement Demo and Reconstruction

## HOURLY RATE:

Description or Classification	Dollar (\$) Amount
Per Technician	\$ 85.00 per hr
Hepa Vacuuming	\$ 75.00 per hr
Air Scrubbers	\$ 80.00 per hr
Personnel Protective Equipment	\$ 50.00 per Tech
Containment Setup	\$ 5.00 per sf
Disposal of Waste Material on waste amount	
Notification Fees, may vary per Project	

## PARTS PERCENTAGE MARK-UP:

## ANY ADDITIONAL CHARGES:

**FEBRUARY 24, 2016 BOARD MEETING  
DISTRICT STANDARDIZED  
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES,  
FIELD SERVICE AND MASTER CONTRACT AGREEMENTS**

**NEW AGREEMENT RATIFICATIONS**

<b>TYPE</b>	<b>CONTRACT NO</b>	<b>WIG</b>	<b>FUNDING SOURCE</b>	<b>VENDOR</b>	<b>SERVICES</b>	<b>CONTRACT TERM</b>	<b>ESTIMATED EXPENDITURES</b>
ICA	1516210	3	CFD Funds	P2S Engineering, Inc	Commissing Services for San Clemente HS Classroom Building Expansions	10/01/2015 - 09/30/2017	\$ 19,150.00
ICA	1516211	3	Various Project Funds	Ninyo & Moore Geotechnical and Environmental Science Consultants	Provide Geotechnical Environmental Services Districtwide	01/12/2016 - 01/11/2017	\$ 200,000.00

**TOTAL      \$      219,150.00**

**EXTENSION RATIFICATIONS**

<b>TYPE</b>	<b>CONTRACT NO</b>	<b>WIG</b>	<b>FUNDING SOURCE</b>	<b>VENDOR</b>	<b>SERVICES</b>	<b>CONTRACT TERM</b>	<b>ESTIMATED EXPENDITURES</b>
ICA	1415157	2	General Fund	Fulkra, Inc	Provide Investigation Services and Security Consulting Pursuant to RFP No. 2-1415	11/13/2015 - 11/12/2016	\$ 11,600.00
ICA	1314149	1	General Fund	Journeys to the Past	To Provide After School Program, Including Workshops, Games, Activities, Basket Weaving, Pioneer Era Workshops and Native American Storytelling and Assemblies	12/10/2015 - 12/09/2016	\$ 5,000.00

**TOTAL      \$      16,600.00**

AMENDMENTS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
FSA	1516107	3	General Fund	West Coast Environmental (J&J Environmental Construction Corporation)	Provide Labor and Materials to Perform Remediation, Abatement and Repairs of Biohazardous Materials Districtwide	Name Change	\$

TOTAL \$

ICA - Independent Contractor 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 MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of February 25, 2016 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

### P2S ENGINEERING, INC.

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$19,150.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for November 1, 2015 through September 30, 2017, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth herein.

☒ General Conditions      ☐ Special Conditions      ☒ Required Documents and Certification ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

### DISTRICT

By: \_\_\_\_\_  
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date: February 24, 2016

### CONTRACTOR

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



October 28, 2015

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

**Subject: Commissioning Services Proposal for CUSD San Clemente HS Classroom Addition**

Dear Ryan,

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

### **STATEMENT OF UNDERSTANDING**

San Clemente High School, located in San Clemente, intends construct a new 19,776 SF classroom building on the campus. The building will be 2-stories and include 24 classrooms as well as core space, restrooms, electrical and other minor support spaces.

The Owner would like to pursue all the commissioning requirements set forth in the 2013 California Energy Code, Title 24, Part 6.

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

### **SCOPE OF SERVICES**

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

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

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

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



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

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

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

The following warranty period commissioning services will be provided as an add service with the following scope:

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

to remedy outstanding problems.

### **ASSUMPTIONS**

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

### **FEES**

We propose to undertake the Cx portion of this project defined in this proposal for a fixed fee of **NINETEEN THOUSAND ONE HUNDRED FIFTY DOLLARS (\$19,150)**. Invoicing will be monthly based on percent of work complete. Following is a breakdown of the fees by services:

Title 24 Commissioning Services	\$16,650
Warranty Period Commissioning	\$2,500

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

Sincerely,

**P2S ENGINEERING, INC.**



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

P15-1100 Ltr20151028-RC  
jd



## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of February 25, 2016 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

### NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, Government Code §§4526 and 53060, to contract with and employ any persons for the furnishing of special professional services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice, specifically those described in **Exhibit A**, and

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional services required by the District, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$200,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for January 12, 2016 through January 11, 2017, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.

[ 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: \_\_\_\_\_  
Name: Lynh N. Rust  
Title: Executive Director, Contracts & Purchasing  
Board Approval Date: February 24, 2016

#### **CONSULTANT**

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

## SCHEDULE OF FEES

### HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist .....	\$ 168
Senior Engineer/Geologist/Environmental Scientist.....	\$ 164
Senior Project Engineer/Geologist/Environmental Scientist .....	\$ 160
Project Engineer/Geologist/Environmental Scientist.....	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist .....	\$ 141
Staff Engineer/Geologist/Environmental Scientist.....	\$ 128
GIS Analyst .....	\$ 114
Field Operations Manager .....	\$ 104
Supervisory Technician* .....	\$ 95
Nondestructive Examination Technician*, UT, MT, LP .....	\$ 95
Senior Field/Laboratory Technician* .....	\$ 87
Field/Laboratory Technician* .....	\$ 87
ACI Concrete Technician* .....	\$ 87
Concrete/Asphalt Batch Plant Inspector* .....	\$ 87
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)* .....	\$ 87
Technical Illustrator/CAD Operator.....	\$ 86
Geotechnical/Environmental/Laboratory Assistant .....	\$ 73
Information Specialist.....	\$ 73
Data Processing, Technical Editing, or Reproduction.....	\$ 64

### OTHER CHARGES

Concrete Coring Equipment (includes one technician) .....	\$ 160 /hr
PID/FID Usage.....	\$ 140 /day
Anchor load test equipment (includes technician) .....	\$ 97 /hr
Hand Auger Equipment .....	\$ 65 /day
Inclinometer Usage .....	\$ 40 /hr
Vapor Emission Kits.....	\$ 40 /kit
Level D Personal Protective Equipment (per person per day) .....	\$ 30 /p/d
Rebar Locator (Pachometer).....	\$ 30 /hr
Nuclear Density Gauge Usage.....	\$ 15 /hr
Field Vehicle Usage.....	\$ 12 /hr
Direct Project Expenses.....	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

### NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

\*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.

### INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

### TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

## SCHEDULE OF FEES FOR LABORATORY TESTING

### Laboratory Test, Test Designation, and Price Per Test

#### Soils

Atterberg Limits, D 4318, CT 204 .....	\$ 160
California Bearing Ratio (CBR), D 1883 .....	\$ 485
Chloride and Sulfate Content, CT 417 & CT 422 .....	\$ 150
Consolidation, D 2435, CT 219 .....	\$ 300
Consolidation – Time Rate, D 2435, CT 219 .....	\$ 75
Direct Shear – Remolded, D 3080 .....	\$ 325
Direct Shear – Undisturbed, D 3080 .....	\$ 275
Durability Index, CT 229 .....	\$ 165
Expansion Index, D 4829, IBC 18-3 .....	\$ 180
Expansion Potential (Method A), D 4546 .....	\$ 160
Geofabric Tensile and Elongation Test, D 4632 .....	\$ 180
Hydraulic Conductivity, D 5084 .....	\$ 330
Hydrometer Analysis, D 422, CT 203 .....	\$ 210
Moisture, Ash, & Organic Matter of Peat/Organic Soils .....	\$ 120
Moisture Only, D 2216, CT 226 .....	\$ 35
Moisture and Density, D 2937 .....	\$ 45
Permeability, CH, D 2434, CT 220 .....	\$ 255
pH and Resistivity, CT 643 .....	\$ 155
Proctor Density D 1557, D 698, CT 216, & .....	\$ 200
AASHTO T-180 (Rock corrections add \$80)	
R-value, D 2844, CT 301 .....	\$ 275
Sand Equivalent, D 2419, CT 217 .....	\$ 90
Sieve Analysis, D 422, CT 202 .....	\$ 120
Sieve Analysis, 200 Wash, D 1140, CT 202 .....	\$ 100
Specific Gravity, D 854 .....	\$ 100
Thermal Resistivity (ASTM 5334, IEEE 442) .....	\$ 880
Triaxial Shear, C.D, D 4767, T 297 .....	\$ 430
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt. \$	365
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt. \$	210
Triaxial Shear, U.U., D 2850 .....	\$ 155
Unconfined Compression, D 2166, T 208 .....	\$ 110
Wax Density, D 1188 .....	\$ 100

#### Roofing

Roofing Tile Absorption, (set of 5), C 67 .....	\$ 210
Roofing Tile Strength Test, (set of 5), C 67 .....	\$ 210

#### Masonry

Brick Absorption, 24-hour submersion, C 67 .....	\$ 50
Brick Absorption, 5-hour boiling, C 67 .....	\$ 60
Brick Absorption, 7-day, C 67 .....	\$ 65
Brick Compression Test, C 67 .....	\$ 50
Brick Efflorescence, C 67 .....	\$ 50
Brick Modulus of Rupture, C 67 .....	\$ 45
Brick Moisture as received, C 67 .....	\$ 40
Brick Saturation Coefficient, C 67 .....	\$ 55
Concrete Block Compression Test, 8x8x16, C 140 .....	\$ 65
Concrete Block Conformance Package, C 90 .....	\$ 485
Concrete Block Linear Shrinkage, C 426 .....	\$ 135
Concrete Block Unit Weight and Absorption, C 140 .....	\$ 60
Cores, Compression or Shear Bond, CA Code .....	\$ 60
Masonry Grout, 3x3x6 prism compression, C 39 .....	\$ 35
Masonry Mortar, 2x4 cylinder compression, C 109 .....	\$ 35
Masonry Prism, half size, compression, C 1019 .....	\$ 120
Masonry Prism, Full size, compression, C 1019 .....	\$ 175

#### Concrete

Compression Tests, 6x12 Cylinder, C 39 .....	\$ 25
Concrete Mix Design Review, Job Spec .....	\$ 155
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI .....	\$ 825
Concrete Cores, Compression (excludes sampling), C 42 .....	\$ 60
Drying Shrinkage, C 157 .....	\$ 275
Flexural Test, C 78 .....	\$ 55
Flexural Test, C 293 .....	\$ 60
Flexural Test, CT 523 .....	\$ 65
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI .....	\$ 275
Jobsite Testing Laboratory .....	Quote
Lightweight Concrete Fill, Compression, C 495 .....	\$ 45
Petrographic Analysis, C 856 .....	\$ 1,200
Restrained Expansion of Shrinkage Compensation .....	\$ 270
Splitting Tensile Strength, C 496 .....	\$ 90
3x6 Grout, (CLSM), C39 .....	\$ 45
2x2x2 Non-Shrink Grout, C 109 .....	\$ 45

#### Reinforcing and Structural Steel

Fireproofing Density Test, UBC 7-6 .....	\$ 60
Hardness Test, Rockwell, A-370 .....	\$ 55
High Strength Bolt, Nut & Washer Conformance, .....	
per assembly, A-325 .....	\$ 130
Mechanically Spliced Reinforcing Tensile Test, ACI .....	\$ 105
Pre-Stress Strand (7 wire), A 416 .....	\$ 155
Chemical Analysis, A-36, A-615 .....	\$ 135
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706 .....	\$ 55
Structural Steel Tensile Test: Up to 200,000 lbs. .....	
(machining extra), A 370 .....	\$ 80
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI .....	\$ 60

#### Asphalt Concrete

Asphalt Mix Design, Caltrans .....	\$ 2,400
Asphalt Mix Design Review, Job Spec .....	\$ 165
Extraction, % Asphalt, including Gradation, D 2172, CT 382 .....	\$ 240
Film Stripping, CT 302 .....	\$ 110
Hveem Stability and Unit Weight CTM or ASTM, CT 366 .....	\$ 215
Marshall Stability, Flow and Unit Weight, T-245 .....	\$ 240
Maximum Theoretical Unit Weight, D 2041 .....	\$ 135
Unit Weight sample or core, D 2726, CT 308 .....	\$ 100
Air Voids, T-269 .....	\$ 50
Voids in Mineral Aggregate, (VFA) CT Sp-2 .....	\$ 50
Voids filled with AC, (VMA) CT Sp-2 .....	\$ 50
Dust Proportioning, (VFA) CT Sp-2 .....	\$ 50

#### Aggregates

Absorption, Coarse, C 127 .....	\$ 40
Absorption, Fine, C 128 .....	\$ 40
Clay Lumps and Friable Particles, C 142 .....	\$ 110
Cleanliness Value, CT 227 .....	\$ 135
Crushed Particles, CT 205 .....	\$ 155
Durability, Coarse, CT 229 .....	\$ 145
Durability, Fine, CT 229 .....	\$ 145
Los Angeles Abrasion, C 131 or C 535 .....	\$ 200
Organic Impurities, C 40 .....	\$ 60
Potential Reactivity of Aggregate (Chemical Method), C 289 .....	\$ 430
Sand Equivalent, CT 217 .....	\$ 100
Sieve Analysis, Coarse Aggregate, C 136 .....	\$ 115
Sieve Analysis, Fine Aggregate (including wash), C 136 .....	\$ 115
Sodium Sulfate Soundness (per size fraction), C 88 .....	\$ 175
Specific Gravity, Coarse, C 127 .....	\$ 85
Specific Gravity, Fine, C 128 .....	\$ 95

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

**AMENDMENT NO. 2 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 exhibit attached hereto for an original term from November 13, 2104 through November 12, 2015.

This Amendment will extend the term of the contract for the term of November 13, 2015 through November 12, 2016 and supplement additional services requested by the District, which are estimated to be \$11,606.

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: February 24, 2016      Date: \_\_\_\_\_



**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



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





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.

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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.

[ X ] General Conditions      [ ] Special Conditions      [ X ] Required Documents and Certification [ X ] RFP NO. 2-1415

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**DISTRICT**

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 11/12/14

**CONTRACTOR**

Signature: Mark Simon

Name: MARK SIMON

Title: DIRECTOR

Address: 24310 MEHLTON PKWY B-1011

LAGUNA WOODS, CA 92637

Email Address: MARK@FULKRA.COM

FEIN/SSN 45-3776828 12 of 226



**INVESTIGATION SERVICES PROPOSAL  
NO. 2-1415**

**Prepared for:**

**Capistrano Unified School District**

**Prepared by:**

**Mark Simon  
Director of Security & Investigations**

**Wednesday, September 24, 2014**



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.

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  - Contact - Sherine Smith, Superintendent 949.497.6021
  - Compensation - Retainer equal to \$95.00 per hour
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  - 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

**EXTENSION NO. 2 OF INDEPENDENT CONTRACTOR AGREEMENT  
ICA1314149**

**WITH**

**JOURNEYS TO THE PAST**

The Independent Contractor Agreement ICA 1314149 with Capistrano Unified School District and Journeys to the Past called for an original contract period of December 10, 2013 through December 9, 2014.

The contract with Capistrano Unified School District and Journeys to the Past, Incorporated was extended for the period covering December 10, 2014 through December 9, 2015 at the December 10, 2014 Board meeting. ICA 1314149 shall be extended an additional twelve (12) months), covering the period of December 10, 2015, through December 9, 2016 at the prices shown in Exhibit A attached hereto. Expenditures under this contract are estimated to be \$5,000.

Except as set forth in this Extension Agreement, and Board approved on January 22, 2014, and December 10, 2014, all other terms of the contract remain in full force and effect.

**CONSULTANT**

**DISTRICT**

**Capistrano Unified School District**

**Journeys to the Past**

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

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

\_\_\_\_\_  
Lynh Rust  
Print name

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

\_\_\_\_\_  
Executive Director, Contracts & Purchasing  
Title

\_\_\_\_\_  
Title

Board Approval  
Date: February 24, 2016 \_\_\_\_\_

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

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT  
ICA1314149**

**WITH**

**JOURNEYS TO THE PAST**

The Independent Contractor Agreement ICA 1314149 with Capistrano Unified School District and Journeys to the Past called for an original contract period of December 10, 2013 through December 9, 2014.

The contract with Capistrano Unified School District and Journeys to the Past, Incorporated shall be extended an additional twelve (12) months, covering the period December 10, 2014 through December 9, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$5,000.

Except as set forth in this Extension Agreement, and Board approved on January 22, 2014, all other terms of the contract remain in full force and effect.

**CONSULTANT**

**Capistrano Unified School District**

By: [Signature]  
Signature

Lynh N. Rust  
Print name

Executive Director, Contracts &  
Title Purchasing

Board Approval

Date: Dec. 10, 2014

**DISTRICT**

**Journeys to the Past**

By: [Signature]  
Signature

EDWARD R. NUNEZ  
Print Name

CEO  
Title

Date: 2/10/15

**EXHIBIT A**  
**FEE SCHEDULE**

**JOURNEYS TO THE PAST**  
**Jacque Nunez**

31392 La Matanza Street  
San Juan Capistrano, CA 92675  
949-248-2558 Phone  
949-443-2870 Fax  
Journeystothepast@yahoo.com

For an hour after school program the range is \$100.00 an hour plus material costs to \$175.00 plus material costs,  
Workshops range from \$150.00- \$250.00 Hands on games, activities; basket weaving (, clapper stick making, necklace making (all workshops have an additional cost of materials \$1.00- \$5.00 per student) to \$650.00 Gold Rush/ Pioneer Era workshop plus material costs (\$1.50 a student).  
Assemblies Native American Storytelling \$400.00 to \$650.00 which includes Native American Dancers.

Signature Jacque Nunez Date 11/6/2014  
Typed or Printed Name Jacque Nunez





## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of January 23, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

### JOURNEYS TO THE PAST

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 \$5,000 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 December 10, 2013 through December 9, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

[ X ] General Conditions      [ ] Special Conditions      [ X ] Required Documents and Certification [ X ] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**DISTRICT**

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 1/22/14

**CONTRACTOR**

Signature: Jaque S. Nunez

Name: Jaque S. Nunez

Title: Owner

Address: 31392 La Matanza St

San Juan Capistrano, CA 92675

Email Address: Journeys to the past@yahoo.com

FEIN/SSN 563923546

**EXHIBIT A**  
**FEE SCHEDULE**

**JOURNEYS TO THE PAST**  
**Jacque Nunez**

31392 La Matanza Street  
San Juan Capistrano, CA 92675  
949-248-2558 Phone  
949-443-2870 Fax  
Journeystothepast@yahoo.com

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Workshops range from \$150.00- \$250.00 Hands on games, activities; basket weaving (, clapper stick making, necklace making (all workshops have an additional cost of materials \$1.00- \$5.00 per student) to \$650.00 Gold Rush/ Pioneer Era workshop plus material costs (\$1.50 a student).  
Assemblies Native American Storytelling \$400.00 to \$650.00 which includes Native American Dancers.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed or Printed Name \_\_\_\_\_

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT  
ICA1314149**

**WITH**

**JOURNEYS TO THE PAST**

The Independent Contractor Agreement ICA 1314149 with Capistrano Unified School District and Journeys to the Past called for an original contract period of December 10, 2013 through December 9, 2014.

The contract with Capistrano Unified School District and Journeys to the Past, Incorporated shall be extended an additional twelve (12) months, covering the period December 10, 2014 through December 9, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$5,000.

Except as set forth in this Extension Agreement, and Board approved on January 22, 2014, all other terms of the contract remain in full force and effect.

**CONSULTANT**

**Capistrano Unified School District**

By: [Signature]  
Signature

Lynh N. Rust  
Print name

Executive Director, Contracts &  
Title Purchasing

Board Approval  
Date: Dec. 10, 2014

**DISTRICT**

**Journeys to the Past**

By: [Signature]  
Signature

EDWARD R. NUÑEZ  
Print Name

CEO  
Title

Date: 2/10/15

## EXHIBIT A

### FEE SCHEDULE

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Assemblies Native American Storytelling \$400.00 to \$650.00 which includes Native American Dancers.

Signature Jacque Nunez Date 11/6/2014  
Typed or Printed Name Jacque Nunez



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of January 23, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

### JOURNEYS TO THE PAST

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 \$5,000 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 December 10, 2013 through December 9, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ General Conditions      ☐ Special Conditions      ☒ Required Documents and Certification      ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**DISTRICT**

By: Terry Fluents  
 Name: Terry Fluents  
 Title: Director, Purchasing  
 Board Approval Date: 1/22/14

**CONTRACTOR**

Signature: [Signature]  
 Name: Jorge S. Nunez  
 Title: OWNER  
 Address: 31392 La Matanza St  
SAN JUAN Capistrano, CA 92675  
 Email Address: Journeys to the past@yahoo.com  
 FEIN/SSN: 563923546

**EXHIBIT A**  
**FEE SCHEDULE**

**JOURNEYS TO THE PAST**  
**Jacque Nunez**

31392 La Matanza Street  
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Assemblies Native American Storytelling \$400.00 to \$650.00 which includes Native American Dancers.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed or Printed Name \_\_\_\_\_

**EXTENSION NO. 1 OF AGREEMENT BID NO. 1415-13  
CONCRETE REPAIR AND MAINTENANCE**

**WITH**

**ABOVE ALL NAMES, INC.**

Bid No. 1415-13 awarded to Above All Names, Inc. called for an original contract period of January 1, 2015 through December 31, 2015, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by Bid No. 1415-13.

The contract with Above All Names, Inc., pursuant to Bid No. 1415-13, shall be extended an additional 12 months, for the period January 1, 2016 through December 31, 2016, and at the prices shown in Exhibit A to this Extension Agreement, and Board approved on October 8, 2014.

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

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**Above All Names, Inc.**

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

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

Lynh N. Rust  
Print Name

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

Exec. Director, Contracts & Purchasing  
Title

\_\_\_\_\_  
Title

Board Approval Date: 02/24/2016

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



#### XIV. AGREEMENT

THIS AGREEMENT, dated October 27, 2014, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT" ), and Above All Names Construction Services, Inc., (hereinafter referred to as "CONTRACTOR").

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

1. CONTRACTOR agrees to complete the Project known as **BID NO. 1415-13, CONCRETE REPAIRS AND MAINTENANCE** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Tobacco Use Policy, Conflict of Interest, Compliance With Safety Regulations, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

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



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

4. The work shall be commenced on or before the seventh (7<sup>th</sup>) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within **thirty (30)** consecutive calendar days from the date specified in the Notice to Proceed. The initial term of this agreement will be for one year, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

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

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

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

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

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



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

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

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

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

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

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

- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

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

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

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	<b>\$1,000,000.00</b>
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and

Subject to the same limit for each person on account of one accident, in an amount not less than	<b>\$1,000,000.00</b>
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Property Damage Insurance in an amount not less than	<b>\$1,000,000.00</b>
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Course of Construction Insurance without exclusion or limitation in an amount not less than	<b>\$1,000,000.00</b>
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Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or



property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR'S expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

11. LABOR COMPLIANCE PROGRAM: N/A

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

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

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

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

**CONTRACT DOCUMENTS:**

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

**CONTRACT TERM**

The terms of this base contract is for one year beginning **October 27, 2014**, through **December 31, 2015**, with two (2) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

Annual cost of services requested by District and provided by Vendor under this contract shall not exceed \$250,000. This amount may be increased by mutual written agreement of both parties and Board approved.

CAPISTRANO UNIFIED SCHOOL  
DISTRICT

By: Terry Fluent  
Signature

Terry Fluent  
Print Name

Director, Purchasing  
Title

CONTRACTOR:

By: John C. Pedregon  
Signature

JOHN C. PEDREGON  
Print Name

PRESIDENT  
Title

925480  
Contractor's License No.

26-2508852  
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)





## BID PRICE SHEET

- All pricing herein to include all materials, labor, standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.
- Bidders must complete all items or the bid submitted may be declared non-responsive.
- Low bid to be determined by select line items representing the most common district projects at a weighted percentage.
- Award for base bid will be determined by select line items representing the most common District projects at a weighted percentage; job scenarios to be provided at bid opening.

Item	Description	Unit of Measure	Unit Price
	<b>4" Thick Reinforced p.c.c. flatwork. Refer to Detail #301 for reinforcing and edge conditions.</b>		
1	250 SF to 2,500 SF	Square Foot	\$ 3.10
2	2,501 SF to 5,000 SF	Square Foot	\$ 4.00
3	5,001 SF to 7,500 SF	Square Foot	\$ 4.00
4	7,501 SF to 10,000	Square Foot	\$ 4.00
	<b>6" Thick Reinforced p.c.c. flatwork. Refer to Detail #301 for reinforcing and edge conditions.</b>		
5	250 SF to 2,500 SF	Square Foot	\$ 4.10
6	2,501 SF to 5,000 SF	Square Foot	\$ 5.00
7	5,001 SF to 7,500 SF	Square Foot	\$ 5.00
8	7,501 SF to 10,000	Square Foot	\$ 5.00
	<b>Reinforced p.c.c. curb with 6" face. Refer to Detail #302 for profile and reinforcing.</b>		
9	100 LF to 250 LF	Lineal Foot	\$ 38.00
10	251 LF to 500 LF	Lineal Foot	\$ 37.00
11	501 LF to 1,000 LF	Lineal Foot	\$ 36.00
12	1,001 LF to 2,000 LF	Lineal Foot	\$ 35.00
	<b>Reinforced p.c.c. curb with 8" face. Refer to Detail #302 for profile and reinforcing.</b>		
13	100 LF to 250 LF	Lineal Foot	\$ 40.00
14	251 LF to 500 LF	Lineal Foot	\$ 39.00
15	501 LF to 1,000 LF	Lineal Foot	\$ 38.00
16	1,001 LF to 2,000 LF	Lineal Foot	\$ 37.00

Item	Description	Unit of Measure	Unit Price
	<b>Reinforced p.c.c. curb and gutter with 6" curb face. Refer to Detail #303 for profile and reinforcing.</b>		
17	100 LF to 250 LF	Lineal Foot	\$ 17.10
18	251 LF to 500 LF	Lineal Foot	\$ 48.00
19	501 LF to 1,000 LF	Lineal Foot	\$ 47.00
20	1,001 LF to 2,000 LF	Lineal Foot	\$ 47.00
	<b>Reinforced p.c.c. curb and gutter with 8" curb face. Refer to Detail #303 for profile and reinforcing.</b>		
21	100 LF to 250 LF	Lineal Foot	\$ 47.00
22	251 LF to 500 LF	Lineal Foot	\$ 46.00
23	501 LF to 1,000 LF	Lineal Foot	\$ 45.00
24	1,001 LF to 2,000 LF	Lineal Foot	\$ 45.00
	<b>2'-0" wide reinforced p.c.c. vee gutter. Refer to Detail #304 for profile and reinforcing.</b>		
25	100 LF to 250 LF	Lineal Foot	\$ 33.00
26	251 LF to 500 LF	Lineal Foot	\$ 31.00
27	501 LF to 1,000 LF	Lineal Foot	\$ 30.00
28	1,001 LF to 2,000 LF	Lineal Foot	\$ 29.00
	<b>3'-0" wide reinforced p.c.c. vee gutter. Refer to Detail #304 for profile and reinforcing.</b>		
29	100 LF to 250 LF	Lineal Foot	\$ 31.00
30	251 LF to 500 LF	Lineal Foot	\$ 29.00
31	501 LF to 1,000 LF	Lineal Foot	\$ 29.00
32	1,001 LF to 2,000 LF	Lineal Foot	\$ 29.00
	<b>6" wide reinforced p.c.c. mow strip. Refer to Detail #305 for profile reinforcing.</b>		
33	100 LF to 250 LF	Lineal Foot	\$ 29.00
34	251 LF to 500 LF	Lineal Foot	\$ 28.00
35	501 LF to 1,000 LF	Lineal Foot	\$ 27.00
36	1,001 LF to 2,000 LF	Lineal Foot	\$ 27.00
	<b>HC Access Improvement. Refer to Details #310, #311, #312 for profile, reinforcing, etc.</b>		
37	HC Loading Ramp (#310)	Each	\$ 3100.00
38	HC Inlet Curb Ramp 6" curb face (#311)	Each	\$ 3300.00
39	HC Inlet Curb Ramp 8" curb face (#311)	Each	\$ 3400.00
40	HC Curb Ramp 6" curb face (#312)	Each	\$ 3300.00
41	HC Curb Ramp 8" curb face (#312)	Each	\$ 3400.00



Item	Description	Unit of Measure	Unit Price
	<b>Expansion and Construction Joints. Refer to Detail #313 for expansion joint information.</b>		
42	Smooth Dowel and Sleeve (#313)	Each	\$ 10.00
43	Manually Drill and Dowel with #3 bar at existing conc.	Each	\$ 8.00
44	2 Part expansion joint filler/sealer (#313)	PLF	\$ 5.00
	<b>Concrete Light Pole Bases. Refer to Detail #314, for profile, reinforcing, etc.</b>		
45	0 to 15' Pole Height	Each	\$ 1950.00
46	15-20' Pole Height	Each	\$ 2050.00
47	20-25' Pole Height	Each	\$ 2100.00
48	25-30' Pole Height	Each	\$ 2200.00
	<b>2'-0" High (Average) Concrete Planter Wall. Refer to Detail #315 for profile, reinforcing, accessories, etc.</b>		
49	20 LF to 50 LF	Lineal Foot	\$ 160.00
50	51 LF to 200 LF	Lineal Foot	\$ 35.00
51	201 LF to 400 LF	Lineal Foot	\$ 130.00
	<b>3'-0" High (Average) Concrete Planter Wall. Refer to Detail #315 for profile, reinforcing, accessories, etc.</b>		
52	20 LF to 50 LF	Lineal Foot	\$ 180.00
53	51 LF to 200 LF	Lineal Foot	\$ 175.00
54	201 LF to 400 LF	Lineal Foot	\$ 175.00
	<b>2'-0" High (Average) Concrete Planter Wall with sleeves for fencing or rails. Refer to Detail #316 for profile, reinforcing, accessories, etc.</b>		
55	20 LF to 50 LF	Lineal Foot	\$ 170.00
56	51 LF to 200 LF	Lineal Foot	\$ 160.00
57	201 LF to 400 LF	Lineal Foot	\$ 140.00
	<b>3'-0" High (Average) Concrete Planter Wall with sleeves for fencing or rails. Refer to Detail #316 for profile, reinforcing, accessories, etc.</b>		
58	20 LF to 50 LF	Lineal Foot	\$ 185.00
59	51 LF to 200 LF	Lineal Foot	\$ 180.00
60	201 LF to 400 LF	Lineal Foot	\$ 175.00
	<b>4" Base</b>		
61	500 SF to 3,000 SF	Square Foot	\$ 2.00
62	3,001 SF to 6,000 SF	Square Foot	\$ 2.00

Item	Description	Unit of Measure	Unit Price
63	6,001 SF to 12,000 SF	Square Foot	\$ 2.00
	<b>6" Base</b>		
64	500 SF to 3,000 SF	Square Foot	\$ 2.00
65	3,001 SF to 6,000 SF	Square Foot	\$ 2.00
66	6,001 SF to 12,000 SF	Square Foot	\$ 2.00
	<b>Removal of existing concrete up to 4" thick (un-reinforced).</b>		
67	500 SF to 1,000 SF	Square Foot	\$ 3.00
68	1,001 SF to 3,000 SF	Square Foot	\$ 3.00
69	3,001 SF to 6,000 SF	Square Foot	\$ 3.25
70	6,001 SF to 12,000 SF	Square Foot	\$ 3.25
	<b>Removal of existing concrete up to 4" thick (reinforced).</b>		
71	500 SF to 1,000 SF	Square Foot	\$ 1.00
72	1,001 SF to 3,000 SF	Square Foot	\$ .65
73	3,001 SF to 6,000 SF	Square Foot	\$ 2.00
74	6,001 SF to 12,000 SF	Square Foot	\$ 4.00
	<b>Removal of existing asphalt up to 4" thick.</b>		
75	500 SF to 1,000 SF	Square Foot	\$ 3.25
76	1,001 SF to 3,000 SF	Square Foot	\$ 3.35
77	3,001 SF to 6,000 SF	Square Foot	\$ 3.45
78	6,001 SF to 12,000 SF	Square Foot	\$ 3.55
	<b>Sawcutting</b>		
79	Concrete – under 200 LF	Lineal Foot	\$ 10.00
80	Concrete – over 200 LF	Lineal Foot	\$ 8.00
81	Asphalt – under 200 LF	Lineal Foot	\$ 3.75
82	Asphalt – over 200 LF	Lineal Foot	\$ 4.00
	<b>Removal of Existing Sod</b>		
83	0 SF to 500 SF	Square Foot	\$ .25
84	501 SF to 1,000 SF	Square Foot	\$ 3.00
85	1,001 SF to 3,000 SF	Square Foot	\$ 3.00
86	3,001 SF to 6,000 SF	Square Foot	\$ 3.00
87	6,001 SF to 12,000 SF	Square Foot	\$ 3.00
	<b>Grading, Scarifying, Recompacting, etc.</b>		
88	Manual Grading	Square Foot	\$ .25
89	Machine Fine Grading	Square Foot	\$ 4.50



Item	Description	Unit of Measure	Unit Price
	<b>Excavate and Export Native Soils.</b>		
90	0 CY to 6 CY	Cubic Yard	\$ 6.00
91	6 CY to 20 CY	Cubic Yard	\$ 10.00
92	20 CY to 100 CY	Cubic Yard	\$ 40.00
93	100 CY to 200 CY	Cubic Yard	\$ 40.00
	<b>Truncated Domes Installation. Refer to Detail 320</b>		
94	0'-50' LF	Lineal Feet	\$ 25.00
95	51' LF and over	Lineal Feet	\$ 25.00
	<b>Equipment</b>		
96	Concrete Pump	Hourly	31.25

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or

before the **seventh (7<sup>th</sup>)** day after receiving the DISTRICT'S Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.

6. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

7. The name(s) of all persons interested in the bid as principals are as follows:

<u>JOHN C. PEDREGON</u>	<u>PRESIDENT</u>
<u>KAREN M. PEDREGON</u>	<u>SEC. / TREAS.</u>

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The undersigned hereby warrants that the bidder has an appropriate license, License No. 925480, Class C-8, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

12. The undersigned hereby warrants that all work shall be completed within the time specified in the purchase order or Notice to Proceed. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **two hundred dollars (\$200.00)** (Government Code Section 53069.85)



13. The required noncollusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

14. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 59 of the General Conditions will not be allowed.

15. The Information Required of Bidder form has been fully completed and is attached hereto.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: N/A  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

\*\*\*\*\*  
Partnership Name: N/A  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Other Partner(s): \_\_\_\_\_

\*\*\*\*\*  
Corporation Name: ABOVE ALL NAMES CONST. SERV. INC  
(a S Corporation)  
Business Address: 1648 W. Persimmon ST  
Rialto CA 92377  
Telephone: 909-421-1770  
E-Mail: info@xanconstruction.com  
Signed by: [Signature], President, Date: 9-11-2014  
Print Name: John C. Pedregon, President  
Signed by: Karen M. Pedregon, Secretary, Date: 9-11-2014  
Print Name: KAREN M. PEDREGON, Secretary  
[Seal]

<sup>1</sup> A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Joint Venturer

Name: N/A  
Signed by: \_\_\_\_\_, Joint Venturer  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Other Parties to If an individual:

Joint Venture:

N/A (Name)  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Doing Business as: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

If a Partnership:

N/A (Name)  
Signed by: \_\_\_\_\_, Partner  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

If a Corporation: ABOVE ALL NAMES CONST. SERV. INC.

(a) S Corporation)  
Signed By: John C. Pedregon Date: 9-11-2014  
Print Name: John C. Pedregon Karen M. Pedregon  
Title: PRESIDENT Sec/Treas  
Date: 9-11-2014 9-11-2014 Karen M. Pedregon  
Business Address: 1648 W. Persimmon ST  
Rialto CA 92377  
Telephone: 909-421-1770  
E-Mail: info@aanconstruction.com



**EXTENSION NO. 2 AGREEMENT  
BID NO. 1314-17 MILK AND DAIRY PRODUCTS**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**HOLLANDIA DAIRY, INCORPORATED**

Bid No. 1314-17 - Milk and Dairy Products with Capistrano Unified School District and Hollandia Dairy, Incorporated, called for an original contract period of March 10, 2014 through March 9, 2015.

The contract with Capistrano Unified School District and Hollandia Dairy, Incorporated, shall be extended an additional twelve (12) months, covering the period March 10, 2016 through March 9, 2017, at the prices shown in Exhibit A to this extension Agreement No. 2 and Board approved on February 24, 2016.

Except as set forth in this Extension Agreement, and Board approved on March 12, 2014, all other terms of the contract remain in full force and effect.

**DISTRICT**

**VENDOR**

Capistrano Unified School District

Hollandia Dairy, Incorporated

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

Lynh N. Rust \_\_\_\_\_  
Print Name Print Name

Executive Director, Contracts & Purchasing \_\_\_\_\_  
Title Title

Board Approval

Date: February 24, 2016 Date: \_\_\_\_\_

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
MILK AND DAIRY PRODUCTS**

**BID NO. 1314-17**

**EXHIBIT A**

Item #	Description	Unit Size/Pack Size Per Case	Hollandia Dairy, Inc. Proposed Bid Unit Pricing for 2015-2016	Hollandia Dairy, Inc. Proposed Bid Unit Pricing for 2016-2017
1	Cream Cheese, Individual Cup	3/4 oz. each 100/per case	19.0300	19.0300
2	Creamer, Half & Half	3/8 oz each 400 per case	14.1100	14.1100
3	Juice, Apple 100% Carton	4 oz each 105/per case	0.1275	0.1305
4	Juice Orange 100% Carton	4 oz each 105/per case	0.1389	0.1389
5	Milk, Chocolate Fat Free Carton	1/2 Pint = 8 oz each 70/per case	0.1955	0.1753
6	Milk, White 1% Low Fat Carton	1/2 Pint = 8 oz each 70/per case	0.2069	0.1855
7	Milk, White Lowfat 1%	1/2 gallon 1/per case	2.7000	2.5040
8	Yogurt, All Flavors	Quart 1 per case	2.7500	2.7500

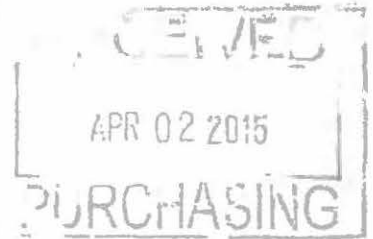
**EXTENSION OF AGREEMENT**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**HOLLANDIA DAIRY, INCORPORATED**



Bid No. 1314-17 - Milk and Dairy Products provided an original 12-month contract term beginning March 10, 2014, through March 9, 2015, with an option to extend the contract in two 12-month increments, not to exceed 24 months, as allowed by California Education Code Section 17596.

The contract awarded to Hollandia Dairy, Incorporated (Vendor) pursuant to Bid No. 1314-17 shall be extended for the period March 10, 2015 through March 9, 2016, at the prices shown in Exhibit A to this Extension Agreement, as approved of by the Board of Trustees of Capistrano Unified School District (Board) on February 25, 2015.

The total cost of products requested by District and provided by Vendor under this extension shall not exceed \$700,000 annually. This amount may be increased by mutual written agreement of both parties, as approved by Board.

Except as set forth in this Extension Agreement, as Board approved on March 12, 2014, all other terms of the contract remain in full force and effect.

**DISTRICT**

**VENDOR**

Capistrano Unified School District

Hollandia Dairy, Incorporated

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

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

Signature

Signature

Lynh N. Rust

LEE Hodge

Print Name

Print Name

Executive Director, Contracts & Purchasing

General Manager

Title

Title

Board Approval

Date: February 25, 2015

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

3-26-15



## MILK AND DAIRY PRODUCTS

**Bid No. 1314-17**

**ADDENDUM NO. 1**

**January 22, 2014**

Please note the following additions, corrections and clarifications to the above-referenced Bid. The additions, corrections, clarifications, and revisions are as follows.

**REVISION: Section I. Notice Calling For Bids, page 1,:**

Bidder request for information/clarification: All requests for information and/or clarification regarding the Bid documents shall be submitted in writing via e-mail to Terry Fluent, Director, Purchasing, at [tfluent@capousd.org](mailto:tfluent@capousd.org). All requests must be submitted no later than **Wednesday, January 29, 2014, 10:00 a.m. PST**. Any request made after such date shall not be responded to.

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

A handwritten signature in cursive script, appearing to read "T. Fluent", is positioned above a horizontal line.

**Terry Fluent**  
**Director, Purchasing**

## V. BID FORM AND AGREEMENT

- A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

BID NO. 1314-17  
MILK AND DAIRY PRODUCTS

All in strict conformity with the bid documents, including Addenda Nos. 1,       ,       ,  
and       , on file in the Purchasing Department of said District.

Item #	Description	Unit size/ Pack Size Per Case	Brand	Alternative Brand Name, Code # and Unit size and Pack Size	Code	Est. Yearly Usage by Unit	Bid Unit Pricing for 2014- 2015
1	Cream Cheese, Individual Cup	3/4 oz each 100/per case	Any		5892	621	14.6300
2	Creamer, Half & Half	3/8 oz each 400/per case	Any		1440	13	14.4100
3	Juice, Apple 100% Carton	4 oz each 105/per case	Any		3771	62,680	.1275
4	Juice Orange 100% Carton	4 oz each 105/per case	Any		3770	1,166,578	.1399
5	Milk, Chocolate Fat Free, Carton	1/2 Pint=8 oz each 70/per case	Any		1400	1,489,032	.1975
6	Milk, White 1% Low Fat Carton	1/2 Pint=8 oz each 70/per case	Any		1322	408,650	.2075
7	Milk, White Lowfat 1%	1/2 gallon 1/per case	Any		<del>5379</del> 1312	152	2.7677
8	Yogurt, All Flavors	Quart 1/per case	Any		2501 Plain 2502 Vanilla	130	2.7500

2505 Blueberry  
2576 Peach  
2583 Strawberry/Banana  
2588 Strawberry  
2590 NonFat Plain

Bid Form and Agreement  
Page 17



- B. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.
- C. Bidder agrees to complete the order within 14 days after receipt of order.
- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of CA and that John B. Keith whose title is General Manager authorized to act for and bind the corporation.
- It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
- G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
- H. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:
- ☒ Yes, other public agencies may purchase from this Bid.
- ☐ No, other public agencies may not purchase from this Bid.
- I. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for one year: ☒ option granted ☐ option not granted

Extension option for a second year: ☒ option granted ☐ option not granted

- J. The Bidder attests to having read and understands all documents contained and referenced in this bid.
- K. The term of this base contract is for one year beginning March 10, 2014 through March 9, 2015, with two (2) one-year renewal terms at the option of the Board of Trustees.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed including all contract documents as indicated and are required to be submitted with this bid:

1. ☒ Bid Specifications and Requirements
2. ☒ Bid Form and Agreement
3. ☒ NonCollusion Declaration in Accordance with Public Contract Code Section 7106
4. ☒ Information Required of Bidder
5. ☒ Certification Anticipated Participation of Disabled Veteran Business Enterprises
6. ☒ Suspension and Debarment Certifications
7. ☒ Lobbying Certification
8. ☒ Disclosure of Lobbying Activities
9. ☒ Certification by Contractor Criminal Records Check
10. ☒ Drug Free Workplace Certification
11. ☒ Conflict of Interest
12. ☒ Tobacco Use Policy
13. ☒ Product Recall Program
14. ☒ Disaster Contingency Plan
15. ☒ Food Security and Safety Program
16. ☒ HACCCP Plan
17. ☒ Complete Nutritional Specification and Ingredient Sheets
18. ☒ Complete Nutrient Analysis





Hollandia Dairy  
622 E. Mission Rd.  
San Marcos, CA 92069

I, John B. Keith the General Manager (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct.

COMPANY

Name: John B. Keith

Signed by: [Signature]

Date: 2.3.14

Business Address: : 622 E. Mission Rd.  
San Marcos, CA 92069



Hollandia Dairy  
622 E. Mission Rd.  
San Marcos, CA 92069

PARTNERSHIP

Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_ Partner  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Other Partners: \_\_\_\_\_  
\_\_\_\_\_

CORPORATION

Name: Hollandia Dairy Inc.  
(a California Corporation\*)  
Business Address: 622 E. Mission Rd.  
San Marcos, CA 92069  
Signed by: [Signature] Gen. Mgr. / VP  
President\*\*,  
Dated: 2.3.14

\* A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

\*\* Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_ Joint Venturer  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Other Parties to Joint Venture:  
\_\_\_\_\_  
If an individual: \_\_\_\_\_  
Signed)  
Doing Business as: \_\_\_\_\_



If a Partnership: \_\_\_\_\_  
Signed by: \_\_\_\_\_, Partner  
If a Corporation: \_\_\_\_\_  
(A \_\_\_\_\_ Corporation)  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

### CONTRACT TERM

The initial contract term is March 10, 2014, through March 9, 2015, and may be extended by mutual written agreement of both parties and upon Board approval, for a renewal term not to exceed two additional one-year periods.

Annual cost of products requested by District and provided by Vendor under this contract shall not exceed \$700,000. This amount may be increased by mutual written agreement of both parties and Board approved.

### AGREEMENT ACCEPTED BY DISTRICT

Signed by: Terry Fluert  
Print Name: Terry Fluert  
Title: Director, Purchasing  
Date: 3/13/14

**Distribution to:**

**OWNER** ■ Capistrano Unified School District  
**ARCHITECT** ■ HMC Architects  
**CONTRACTOR** ■ NKS Mechanical Contracting

**PROJECT:** Fred Newhart Middle School  
 25001 Veterans Way  
 Mission Viejo, CA 92692  
**CHANGE ORDER NO:** 001  
**DATE:** 12/10/2015

**TO:** NKS Mechanical Contracting  
 5753 E. Santa Ana Canyon Rd  
 Suite G559  
 Anaheim, CA 92807  
**PROJECT NO:** 15150  
**HMC#** 3429007000  
**CONTRACT FOR:** Fred Newhart Middle School AHU  
 Replacement  
**CONTRACT DATE:**

**You are directed to make the following changes in this Contract:**

Reference attached Item

Not valid until signed by both the Owner and Architect.


Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum.....	\$	482,000.00
Net change by previously authorized Change Orders.....	\$	0.00
The Contract Sum prior to this Change Order was.....	\$	482,000.00
The Contract Sum will be increased by this Change Order.....	\$	26,318.00
The new Contract Sum including this Change Order will be.....	\$	508,318.00
The Contract Time will be changed by 0 Days.		
The Date of Completion as of the date of this Change Order therefore is:		

**ARCHITECT**


By   
 Date 1/29/16

**CONTRACTOR**

By   
 Date 2-1-16

**Authorized:**

**OWNER**

By   
 Date 02/01/16

Description:

- 1.) Seal the existing fiberglass/insulation of duct work to help prevent the release of loose fiberglass fibers.
- 2.) Per RFI Response #2, the existing thermostat wiring was insufficient to operate new thermostats with CO2 sensors. As such, new thermostat wiring was required at all thermostats.

Change Order #1 is the final Change Order for this project and represents all approved changes associated with the scope of this project. There will be no further Change Orders for this project.

Additional work was not in the contracted scope.

Justification:

Requested by:

Capistrano Unified School District **ADD** \$ 26,318.00

**TOTAL CHANGE ORDER** \$ 26,318.00

cc:  
 File CO-001

 2/1/16  
 EXHIBIT 15  
 Page 1 of 6  2/2/16

# NKS Mechanical Contracting, Inc.

Smart Building Upgrades  
793 N. East Street,  
San Bernardino, Ca 92410

License # 865725  
Project Number: 11-161-C2

<b>Project:</b>	Fred Newhart ES - HVAC Replacement	<b>E-mail Date:</b>	12/22/2015
<b>Description:</b>	Encapsulation of existing ductwork and plenums for AH-1, 2 & 3 Superintendent additional supervision hours.	<b>RFI #</b>	No RFI
		<b>Bulletin#</b>	
		<b>NKS COR#</b>	1

<u>Change Proposal Summary</u>		<u>Extra</u>	<u>Credit</u>
<b>1 Materials:</b>			
Subtotal		\$ -	\$ -
Sales Tax @ 8.00%		\$ -	
Freight			
<b>a) Total Materials</b>			\$ -
<b>2 Labor:</b>			
Hrs @		\$ -	
Hrs @		\$ -	
<b>b) Total Labor</b>		\$ -	\$ -
<b>3 Miscellaneous Costs</b>			
Superintendent Supervision	Hrs. @	\$ -	
		\$ -	
<b>c) Total Misc. Costs</b>			\$ -
<b>4 Subcontracts</b>			
PAC Encapsulation		\$ 14,300.00	
<b>d) Total Subcontracts</b>			\$ 14,300.00
<b>Labor, Material &amp; Sub Subtotal</b>			\$ 14,300.00
<b>5 Premium Time</b>	hrs rate =		\$ -
<b>6 Overhead &amp; Profit Mark-Up GC @ 15%</b>	(a+b+c) x 15%		\$ -
<b>Overhead &amp; Profit Mark-Up Sub @ 5%</b>			\$ 715.00
<b>7 Bond Costs</b>	1.30% of \$ 15,015		\$195.20
<b>8 Total Price</b>			<b>\$ 15,210.20</b>

Time Extension Required from Schedule Completion Date -

5 Days

November 10, 15

Proposal No: PAC- PC150914-1

NKS Mechanical Contracting, Inc.  
5753 E. Santa Ana Canyon Rd.  
Suite G559  
Anaheim, CA 92807

Phone 714-281-5123  
Fax 714-281-2786  
Arsalan Haque  
[arsalan@nksmechanical.com](mailto:arsalan@nksmechanical.com)

FRED NEWHART MIDDLE SCHOOL AHU REPLACEMENT  
PROJECT 15150

### CHANGE ORDEER REQUEST

After cleaning per NADCA ACR 2013 we will fully encapsulate interior surfaces as required in supply and return plenums and VAV's with Design Polymeries DP-2540 Black. The liquid coating will be applied using an airless sprayer. The coating will completely seal the fiberglass/insulation and help prevent the release of loose fiberglass fibers for many years. This coating also has a Mold inhibitor in it. This should prevent future mold growth.

Price includes before and after Mold testing in each supply plenum. Pac will guarantee work for 5 years material and 1 year labor.

Encapsulate all insulated plenums and VAV's with FDP 2540 Black

**The cost of this project would be: -----\$ 14,300.**

Perry Covello  
Project Estimator & Consultant  
Pacific AirCare, Inc  
[perry@pachvac.com](mailto:perry@pachvac.com) /Cell: (714) 469-1757

2890 Butterfield Rd. Riverside, CA. 92503  
Phone (714) 469-1757 Fax (951) 977-8641  
License C-20 929914 Expires 3/31/15





# 2540 - Black 2545 - White

## PROTECTIVE COATING

For Commercial and Residential Use

A water based protective coating formulated with an EPA Registered preservative that prevents the growth of mold, mildew, and fungus on the surface of the coating. DP 2540 and DP 2545 form a durable, flexible film over metal, fiberglass insulation, drywall, and wood used in HVAC and general construction applications.

### Recommended Uses:

- May be used to coat bare metal supply, return, and transfer HVAC duct.
- May be used to coat faced or unfaced fiberglass duct liner and rigid fiberglass duct.
- May be used to repair fiberglass insulation and effectively control fiberglass erosion.
- May be used to coat wood.

### Features and Benefits:

- **LEED** Qualified
- Water Based
- Resists Mold and Mildew Growth on the Surface of the Coating itself (ASTM D-3273-00)
- Non-Flammable
- Smooth, Decorative Finish
- Encapsulates
- Flexible
- Durable

### Directions For Use:

**Surface Preparation:** Surfaces should be clean, dry and free of dirt, oil, and any foreign matter. Surface should then be washed and sanitized with a high quality biocide and then thoroughly rinsed. Allow surfaces to completely dry. For painted surfaces, sand lightly to roughen substrate prior to cleaning.

**Application:** May be applied by brush, roller, or airless sprayer. Apply at a rate of 75 sq. ft. per gallon. Spray application should coat surface thoroughly and evenly with one application; apply second coat to porous or irregular surfaces. Brush or roller application requires two coats applied at 90 degrees. HVAC systems should be under negative air pressure during application. Circulate fresh air through the system to dry coating. Exhaust air should be odorless and filters replaced before venting into occupied areas.

**Do not apply when rain or freezing temperatures will occur within 36 hours. Do not thin.**

ASTM E-84 SURFACE BURNING CHARACTERISTICS  
DP 2540/2545 Protective Coating applied to inorganic reinforced cement board  
Flame Spread: 15 Smoke Developed: 10  
Test applied at a spread rate of 200 sq. ft. per gal.  
Flash point of finished coating, closed cup. No flash to boiling.

### Technical Data:

**Color:** DP 2540-Black / DP 2545-White

**Base:** Water

**Chemical Family:** Synthetic Latex

**Solids Content:** 59 ± 2%

**Viscosity:** Approx. 4,000 - 5,000 cps

**Application Temperature:** 40°F - 110°F

**Storage Temperature:** 40°F - 110°F

**Service Temperature:** -25°F - 200°F

**Freeze/Thaw Stability:** Do not allow to freeze

**Flammability:** Non-flammable wet

**Flash Point:** No flash to boiling

**Shelf Life:** 1 Year (unopened containers)

**Cure Time:** 4-16 hours depending on humidity, temperature, and application

**Clean Up:** Use warm water and soap

**Coverage on porous surfaces (insulation):**

Approximately 75 sq. ft. per gallon

**Coverage on non-porous surfaces (metal):**

Approximately 400 sq. ft. per gallon

**Packaging:** 1 gallon pail, 5 gallon pail

**VOC:** 2 g/l



3301 W. Segerstrom Ave.  
Santa Ana, CA 92704  
Toll Free 800.641.0808  
Phone 714.432.0600  
Fax 714.432.0660  
[www.designpoly.com](http://www.designpoly.com)

Revised 4-17-13



# NKS Mechanical Contracting, Inc.

Smart Building Upgrades  
793 N. East Street.  
San Bernardino, Ca 92410

License # 865725  
Project Number 11-161-C2

<b>Project:</b>	Fred Newhart ES - HVAC Replacement	<b>E-mail Date:</b>	12/22/2015
<b>Description:</b>	Providing shielded control cable to replace existing control wiring. Per addendum 1 existing wiring not compatible for new co2 sensor.	<b>RFI #</b>	2
		<b>Bulletin#</b>	
		<b>NKS COR#</b>	3

Change Proposal Summary				Extra	Credit
<b>1 Materials:</b>	Shielded Wire			\$ 1,200.00	
	Misc Material			\$ 200.00	
	Subtotal			\$ 1,400.00	\$ -
	Sales Tax @ 8.00%			\$ 112.00	
	Freight				
<b>a) Total Materials</b>					\$ 1,512.00
<b>2 Labor:</b>	Technician	96 Hrs @	\$80.23	\$ 7,702.08	
	Superintendent Supervision	4 Hrs @	\$80.23	\$ 320.92	
<b>b) Total Labor</b>				\$ 8,023.00	\$ - \$ 8,023.00
<b>3 Miscellaneous Costs</b>		Hrs @		\$ -	
		Hrs @		\$ -	
				\$ -	
<b>c) Total Misc. Costs</b>					\$ -
<b>4 Subcontracts</b>					
<b>d) Total Subcontracts</b>					\$ -
				<b>Labor, Material &amp; Sub Subtotal</b>	\$ 9,535.00
<b>5 Premium Time</b>		hrs	rate =		\$ -
<b>6 Overhead &amp; Profit Mark-Up GC @ 15%</b>				(a+b+c) x 15%	\$ 1,430.25
<b>Overhead &amp; Profit Mark-Up Sub @ 5%</b>					\$ -
<b>7 Bond Costs</b>	1.30% of \$ 10,965				\$142.55
<b>8 Total Price</b>					<b>\$ 11,107.80</b>

Time Extension Required from Schedule Completion Date -

5 Days

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
REQUEST FOR INFORMATION**

Bid No: 1516-09 Contractor's RFI #: 2  
Project Description: Newhart Middle School HVAC Replacement  
Contractor's Name: NKS Mechanical Contracting Inc. Date: 12/7/2015

- |  |  |
|--|--|
| <input type="checkbox"/> Information not given in Contract Documents | <input type="checkbox"/> Conflict in Contract Requirements |
| <input type="checkbox"/> Interpretation of contract requirements     | <input checked="" type="checkbox"/> Contractor Request     |

Brief Summary of this RFI: Thermostat wiring  
\_\_\_\_\_  
\_\_\_\_\_

Drawings References: None

Specification References: Addendum 1 "AD1.13"

Details of this RFI: Existing wiring is not sufficient, we must pull at least one shielded cable  
We need at least five #18 wires plus a shield to each zone sensor.  
Please advise how to proceed.  
\_\_\_\_\_  
\_\_\_\_\_

Constructor's Suggested Solution: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cost Impact: ☐ Yes ☐ No unknown Schedule Impact: ☐ Yes ☐ No unknown  
(If Yes, enter \$ Amount) (If Yes, enter # of Days)

Response Required by: NKS Mechanical Submitted by: Arsalan Haque

Response: Please provide wiring as necessary for new sensors.  
HMC takes no issue with response provided by T-Squared Engineers.  
J. Messner, 12/14/15  
\_\_\_\_\_  
\_\_\_\_\_

Response by: Eric Sisson Date: 12/11/2015  
Organization: T-Squared Engineers.

This response does ( ) does not ( ) constitute a cost change.



## LIMITED USE & MAINTENANCE AGREEMENT

### AVCA / CAPISTRANO UNIFIED SCHOOL DISTRICT

This Limited Use and Maintenance Agreement (hereinafter "Agreement") is entered into this 22<sup>nd</sup> day of January, 2016 by and between the Aliso Viejo Community Association, a nonprofit public benefit corporation (hereinafter "AVCA") and the CAPISTRANO UNIFIED SCHOOL DISTRICT. This Agreement will be evaluated based upon the ability of all parties to effectively perform necessary maintenance and the past history of the CAPISTRANO UNIFIED SCHOOL DISTRICT. The goal of this Agreement is to provide quality parks for residents of AVCA and for the AVCA organizations who request use of the facilities.

#### 1. CAPISTRANO UNIFIED SCHOOL DISTRICT's Obligations

- 1.1. For usage of those areas listed on the attached Exhibit "A" during the times and for the term set forth in such Exhibit, the CAPISTRANO UNIFIED SCHOOL DISTRICT shall pay a fee set forth at Exhibit "B".
- 1.2. The CAPISTRANO UNIFIED SCHOOL DISTRICT shall ensure that at least one team on every field used by the CAPISTRANO UNIFIED SCHOOL DISTRICT under this Agreement is comprised of participants at least seventy-five percent (75%) of whom are residents of AVCA and 18 years of age or under. Under no circumstances may two teams not meeting this requirement play on the same field at the same time.
- 1.3. The CAPISTRANO UNIFIED SCHOOL DISTRICT shall ensure that an individual familiar with all park use rules and the obligations of this Agreement is onsite during the times set forth at Exhibit "A" for the purpose of ensuring compliance with such rules and obligations during such times.
- 1.4. All property owned or controlled by AVCA (hereinafter "AVCA Property") shall be kept clean, free of debris, and in quality condition. The CAPISTRANO UNIFIED SCHOOL DISTRICT is responsible for ensuring clean-up of all AVCA Property and the surrounding areas after any use. No rubbish, trash, garbage or other waste material shall be kept or permitted on any portion of the AVCA Property, except in enclosed trash receptacles or dumpsters, and no odor shall be permitted to arise there from so as to render the AVCA

Property, or any portion thereof, unsanitary, unsightly, or offensive as determined in the sole discretion of AVCA. Failure to keep any AVCA Property clean of trash and debris may result in AVCA having the area cleaned at the CAPISTRANO UNIFIED SCHOOL DISTRICT's expense.

- 1.5. The CAPISTRANO UNIFIED SCHOOL DISTRICT acknowledges that use of AVCA Property for any reason during closure times is strictly prohibited and agrees on behalf of itself and all of its participants to abide by all closure times. The CAPISTRANO UNIFIED SCHOOL DISTRICT further understands and agrees that if the CAPISTRANO UNIFIED SCHOOL DISTRICT or any of its employees, agents, and/or participants uses the field in any way during closure periods, AVCA will suffer damage. Therefore, the CAPISTRANO UNIFIED SCHOOL DISTRICT shall pay to AVCA as liquidated damages the sum of ONE THOUSAND DOLLARS (\$1,000.00), or a greater amount as necessary to pay all damages and costs incurred by AVCA for necessary repairs to AVCA Property, as reasonably determined by AVCA, for each occasion on which the CAPISTRANO UNIFIED SCHOOL DISTRICT or any of its employees, agents, and/or participants violates this provision.
- 1.6. The CAPISTRANO UNIFIED SCHOOL DISTRICT is responsible for ensuring all participants and spectators follow AVCA's rules and regulations at all times, including, but not limited to, the prohibition of alcoholic beverages on the park sites.
- 1.7. The CAPISTRANO UNIFIED SCHOOL DISTRICT is responsible for the set-up and breakdown of all equipment used by the CAPISTRANO UNIFIED SCHOOL DISTRICT's participants or spectators pursuant to this Agreement. AVCA shall not be held responsible for the damage, loss or theft of any property owned or stored by the CAPISTRANO UNIFIED SCHOOL DISTRICT on AVCA Property.
- 1.8. The CAPISTRANO UNIFIED SCHOOL DISTRICT shall reimburse AVCA for any and all costs incurred by AVCA to repair damage to AVCA Property that is due to the CAPISTRANO UNIFIED SCHOOL DISTRICT's neglect or abuse. AVCA may restore AVCA Property to the state it was in just prior to the effective date of this Agreement.
- 1.9. If during the term of this Agreement the CAPISTRANO UNIFIED SCHOOL DISTRICT fails to perform any required maintenance within 24 hours of notice from AVCA that such maintenance is lacking, and then AVCA may perform such maintenance without further notice at the CAPISTRANO UNIFIED SCHOOL DISTRICT's expense.

- 1.10. No improvements may be made to AVCA Property by the CAPISTRANO UNIFIED SCHOOL DISTRICT without first receiving the express written permission of AVCA. Should the CAPISTRANO UNIFIED SCHOOL DISTRICT place, move, or install any improvements on the AVCA Property without first receiving the express written permission of AVCA, AVCA shall have the sole right to remove or restore such improvements at the CAPISTRANO UNIFIED SCHOOL DISTRICT's expense. Absent a more specific agreement, any improvements that are approved by AVCA must be maintained by the CAPISTRANO UNIFIED SCHOOL DISTRICT to a standard that is acceptable to AVCA, and AVCA may require the removal of any such improvements at any time at the CAPISTRANO UNIFIED SCHOOL DISTRICT's expense. AVCA shall not be responsible for any damages, expenses, reimbursement or charges related to the installation, maintenance or removal of such improvements.
- 1.11. The CAPISTRANO UNIFIED SCHOOL DISTRICT will promptly notify AVCA of any maintenance that AVCA is responsible to Perform, including, but not limited to, turf damage or irrigation issues that are unrelated to the CAPISTRANO UNIFIED SCHOOL DISTRICT's use of AVCA Property. In the event of any emergency repairs, only AVCA authorized contractors may perform any necessary repair. The CAPISTRANO UNIFIED SCHOOL DISTRICT shall reimburse AVCA for any repairs which are not related to the ordinary use of the facilities.
- 1.12. (a) This Agreement shall be subject to termination upon ninety (90) days written notice to either party, unless earlier termination is allowed herein due to breach of any provision of this Agreement.
- (b) Should any breach of this Agreement occur, or if performance of any of the duties and/or obligations of the CAPISTRANO UNIFIED SCHOOL DISTRICT is not timely and completely performed, AVCA shall provide written notice to the CAPISTRANO UNIFIED SCHOOL DISTRICT of the breach. If said breach is not cured within thirty (30) days of the date notice is sent, this Agreement may be immediately terminated by AVCA. In such an event, the CAPISTRANO UNIFIED SCHOOL DISTRICT shall not be entitled to any refund of use fees. Written notice of termination shall be sent by first class mail to the CAPISTRANO UNIFIED SCHOOL DISTRICT at the address set forth in this agreement, or such address as the CAPISTRANO UNIFIED SCHOOL DISTRICT has provided to receive such notices.

- 1.13. The CAPISTRANO UNIFIED SCHOOL DISTRICT may not swap, trade, gift, sell, authorize or otherwise transfer the right to use any AVCA Property to any other person, entity or organization (even if an affiliated entity or organization). In addition, except with the prior express written consent of AVCA, the CAPISTRANO UNIFIED SCHOOL DISTRICT shall not permit any outside vendors (including without limitation food vendors, sponsors, or contractors) on the AVCA Property.
- 1.14. AVCA may, in its sole discretion, withhold reasonable sums from the refundable deposit to ensure the CAPISTRANO UNIFIED SCHOOL DISTRICT's compliance with this Agreement, including, but not limited to, expenses for repair of AVCA Property, damages for injury to or loss by third persons, unpaid fees or other obligations due from the CAPISTRANO UNIFIED SCHOOL DISTRICT under this Agreement, or attorney's fees related to pursuit of compliance with this Agreement. In the event that any damage, maintenance, repair or other expense owed by the CAPISTRANO UNIFIED SCHOOL DISTRICT pursuant to this Agreement exceeds the amount of the refundable deposit, then AVCA shall be entitled to retain the entirety of such deposit and shall have the right to pursue the CAPISTRANO UNIFIED SCHOOL DISTRICT for the balance owed.
- 1.15. The CAPISTRANO UNIFIED SCHOOL DISTRICT shall ensure and enforce that NO PARKING takes place behind Field 6, or any other area within the park, other than marked designated parking stalls in asphalt parking areas/lots or the "overflow parking lot" behind Field 1 until such time as AVCA has authorized any other parking and the CAPISTRANO UNIFIED SCHOOL DISTRICT has been notified of such in writing. In addition, the CAPISTRANO UNIFIED SCHOOL DISTRICT shall ensure and enforce that NO PARKING takes place on any grass or turf on the AVCA property
- 1.16. The CAPISTRANO UNIFIED SCHOOL DISTRICT shall not store any items in the electrical room at the concession stand without the express prior written permission of AVCA. In no event shall the CAPISTRANO UNIFIED SCHOOL DISTRICT store any items on the floor of the electrical room in the concession stand. The CAPISTRANO UNIFIED SCHOOL DISTRICT is only permitted to store items on the built-in shelving within the electrical room, provided that it first receives the prior written consent of AVCA. Any items not placed on shelves shall be immediately removed and discarded. Failure to adhere to keeping the floor/walkways clear at all times may result in the future loss of use of the electrical room for any storage purposes. The CAPISTRANO UNIFIED SCHOOL



DISTRICT shall keep the concession stand kitchen, storage rooms and electrical rooms clean and clear of all items so that inspections and routine maintenance work can occur unimpeded.

- 1.17. The CAPISTRANO UNIFIED SCHOOL DISTRICT shall not permit the use of any portable, transportable, or non-stationary barbeques on the AVCA Property except with the prior written consent of AVCA.
- 1.18. The CAPISTRANO UNIFIED SCHOOL DISTRICT shall not permit the use of the AVCA facilities described in Exhibit A by any of the CAPISTRANO UNIFIED SCHOOL DISTRICT's participants, employees, volunteer coaches and/or spectators if field conditions are considered hazardous, such as in the event of wet, muddy, or uneven fields. AVCA reserves the right to determine whether field conditions are hazardous, in which case the use of the AVCA facilities shall not be permitted at such time.
- 1.19. As provided in this paragraph, the CAPISTRANO UNIFIED SCHOOL DISTRICT shall complete and report all incidents that occur during the course of the CAPISTRANO UNIFIED SCHOOL DISTRICT's use of the AVCA Property to AVCA within twenty-four (24) hours of said incident using the Incident Report Form attached as Exhibit "C" hereto. An incident report must be completed for (1) any injury that requires advanced first aid, (2) any injury or illness that could have future complications or require subsequent medical attention, including without limitation severe sprains, broken limbs, and concussions, (3) any act of suspected sexual harassment or child abuse, (4) any act that violates the law, and (5) any act that results in damage to the AVCA Property. An incident report is not required for (1) minor injuries such as scratches and blisters and (2) other personal illnesses that will not likely have future complications even if the illness causes the person at issue to leave the AVCA Property.

#### AVCA's Obligations

- 2.1. AVCA shall use its best efforts to perform reasonable maintenance and repair of AVCA Property. No portion of AVCA was designed for performance as a professional level sports field. For the most part AVCA's sport fields were designed as passive parks and AVCA is making its best efforts to utilize such areas, where desired, as sports fields to meet the community's changing needs.

- 2.2. AVCA shall use its best efforts to keep all AVCA Property specified herein in a manner that is clean, free of debris and in useable condition for the periods specified in this Agreement. The parties to this agreement understand that AVCA is a nonprofit entity. AVCA does not stand as a guarantor that any fields or other property is ready and available for use. In the event that the AVCA Property that is specified in this Agreement is unsuitable or unavailable for use, then AVCA shall either provide a comparable site or refund a prorated share of the fees paid by the CAPISTRANO UNIFIED SCHOOL DISTRICT under this Agreement to reimburse the CAPISTRANO UNIFIED SCHOOL DISTRICT for the lost use. The CAPISTRANO UNIFIED SCHOOL DISTRICT acknowledges that AVCA is not responsible to reimburse any expenses or costs associated with finding an alternate site due to the unavailability of AVCA Property.
- 2.3. AVCA shall cause to be inspected all AVCA Property, including, but not limited to, any applicable facilities and/or fencing for damage and report as necessary. The CAPISTRANO UNIFIED SCHOOL DISTRICT retains, however, the obligation to inspect AVCA Property prior to each use to ensure the safety of the CAPISTRANO UNIFIED SCHOOL DISTRICT's participants.
- 2.4. AVCA shall have a representative available for on-site inspection of the AVCA Property as requested to review existing conditions in the event of any problems.
- 2.5. AVCA is dedicated to the success of it's the CAPISTRANO UNIFIED SCHOOL DISTRICT and to this end reserves the right to determine the use schedule that best meets the needs of the community as a whole and to ensure the best maintenance of AVCA Property. The CAPISTRANO UNIFIED SCHOOL DISTRICT should expect that there will be times where a portion of AVCA Property must be closed to let the area rehabilitate or for a needed maintenance to be performed. In such instances, the CAPISTRANO UNIFIED SCHOOL DISTRICT is expected to cooperate with AVCA's efforts. Past use of AVCA Property does not guarantee use by CAPISTRANO UNIFIED SCHOOL DISTRICT of such area in the future.

### INSURANCE

- 3.1. The CAPISTRANO UNIFIED SCHOOL DISTRICT will provide: (a) a \$1,000,000 liability policy with an additional insured endorsement naming AVCA, its employees, officers and directors, and Professional Community Management of California, Inc, its employees, officers, and directors as additional insureds; (b) such endorsement shall

provide that the CAPISTRANO UNIFIED SCHOOL DISTRICT's policy shall be primary, and non-contributory with any policies of insurance owned by said additional insureds; & (c) said policy shall provide for 30 days written notice to AVCA of cancellation, termination and/or non-renewal. A full copy of the entire policy, including the endorsement specified herein, is required prior to any use of AVCA Property and whenever such policy is renewed or replaced.

- 3.2. Insurance Certificates naming the Aliso Viejo Community Association and Professional Community Management of CA, Inc. as additional insured with a second page endorsement must be received a minimum of thirty (30) days prior to the first date of use specified in this Limited Use & Maintenance Agreement.
- 3.3. The CAPISTRANO UNIFIED SCHOOL DISTRICT agrees to require any and all vendors, contractors, and/or subcontractors to provide the same insurance coverage and the same evidence of insurance as required by the CAPISTRANO UNIFIED SCHOOL DISTRICT under this agreement.
- 3.4. AVCA shall have the right, but not the obligation, to prohibit the CAPISTRANO UNIFIED SCHOOL DISTRICT from using AVCA Property until the required evidence of insurance of both the CAPISTRANO UNIFIED SCHOOL DISTRICT and its vendors, contractors, and/or subcontractors has been received by AVCA. Failure to provide the required evidence of insurance shall be a material breach of the Agreement and grounds for immediate termination of the Agreement, at AVCA's discretion.

#### INDEMNIFICATION

- 4.1 The CAPISTRANO UNIFIED SCHOOL DISTRICT agrees to indemnify, defend, and hold AVCA and the additional insureds referenced herein free and harmless from all loss, claims, demands, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorney's fees and legal costs, that Association or such additional insureds may incur as a result of any act or omission by the CAPISTRANO UNIFIED SCHOOL DISTRICT related to or in furtherance of the purposes of this Agreement. The CAPISTRANO UNIFIED SCHOOL DISTRICT further agrees that such indemnity shall include any loss, claims, demands, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorney's fees and costs, that AVCA or such additional insureds may incur as a result of any act or omission by the CAPISTRANO UNIFIED SCHOOL DISTRICT's participants,

employees, volunteer coaches and/or spectators associated with an event arranged by the CAPISTRANO UNIFIED SCHOOL DISTRICT at the location and during the times set forth in Exhibit "A".

- 4.2 The CAPISTRANO UNIFIED SCHOOL DISTRICT agrees that the indemnity provided by the CAPISTRANO UNIFIED SCHOOL DISTRICT to AVCA under the Agreement shall also include any loss, claims, demands, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties, attorney's fees and costs, that AVCA and the additional insureds referenced in the Agreement may incur as a result of any act or omission by the CAPISTRANO UNIFIED SCHOOL DISTRICT's vendors, contractors, subcontractors and/or any other agents associated with an event arranged by the CAPISTRANO UNIFIED SCHOOL DISTRICT at the location and during the times set forth in Exhibit "A" of the Agreement.

## 5. WAIVER AND RELEASE FORMS

- 5.1. The CAPISTRANO UNIFIED SCHOOL DISTRICT shall require each participant and their family (hereinafter "Participants") to sign a waiver and release, acceptable to AVCA, which waives the right to make, bring or maintain any and all claims of any type and kind which said Participants might have, or acquire in the future, against AVCA, its directors and employees, and/or Professional Community Management of California, Inc, its directors and employees (hereinafter "Released Parties") and that releases said Released Parties from any claim, liability and/or demand of every type and kind which might be brought against any one or more of them as to any injury or damage which arise from or out of the CAPISTRANO UNIFIED SCHOOL DISTRICT's program and/or the use of AVCA Property.
- 5.2. AVCA signed, original Participant Waiver, Release of Liability, Indemnification and Consent Forms for each and every participant must be received a minimum of seven (7) days in advance prior to the start date specified in the Limited Use & Maintenance Agreement.

6. TOURNAMENTS

- 6.1. The CAPISTRANO UNIFIED SCHOOL DISTRICT will need to submit the dates and times for all tournaments being scheduled in their season to AVCA. The AVCA Board of Directors will review the dates and times for the tournaments and, if approved, a separate Limited Use & Maintenance Agreement will be written.

7. EMERGENCY

Each party to this Agreement herein provides the following 24/7 phone numbers for use by the other parties in the event of emergencies:

CAPISTRANO UNIFIED SCHOOL DISTRICT (ANHS):

Deni Christensen  
28000 Wolverine Way  
Aliso Viejo, CA 92656  
(949) 831-5590  
dmchristensen@capousd.org

ALISO VIEJO COMMUNITY ASSOCIATION:

AVCA  
95 Argonaut, Suite 190  
Aliso Viejo, CA 92656  
(949) 243-7550  
avca.net

8. DOCUMENT AND FEE SUBMISSION

- 8.1. All fees and the executed Limited Use & Maintenance Agreement must be received a minimum of five (5) business days in advance of the start date specified in the Limited Use & Maintenance Agreement.
- 8.2. Applicant must remit all required documents and fees (including but not limited to Rosters, Waivers & Release Forms, User Fees, Insurance, Light Fees, executed Limited Use & Maintenance Agreements, Incident/Accident Forms) to the AVCA offices either via First Class Mail OR during normal business hours of 8:00 a.m. to 5:00 p.m. or other holiday scheduled office hours for AVCA. AVCA assumes no responsibility for items left at the door, outside of the door, or slipped under the door. User is responsible for confirming that

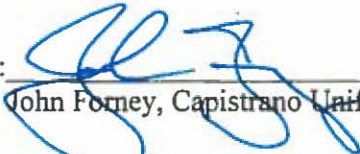


AVCA receives all required documents and fees in good order. If required documents and/or fees are not received by AVCA by the specified deadlines for any reason, AVCA reserves the right to deny use of AVCA facilities, impose late charges, grant extensions, and/or take other measures as AVCA deems appropriate, in its sole discretion.

- 8.3. Any unpaid fees, regardless of the amount, shall accrue a \$35.00 late charge for each thirty (30) day period not paid in full. This late charge obligation continues until all sums owing hereunder, including late charges and interest, are paid in full, and shall survive the termination of this Agreement regardless of the reason.

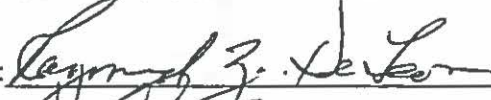

The undersigned hereby represent and warrant that they have the authority of the CAPISTRANO UNIFIED SCHOOL DISTRICT to enter into this agreement and that the CAPISTRANO UNIFIED SCHOOL DISTRICT is a legal entity duly formed to do business in the state of California. In the event that the undersigned does not have the authority of the CAPISTRANO UNIFIED SCHOOL DISTRICT or if the CAPISTRANO UNIFIED SCHOOL DISTRICT is determined to not be validly formed, then the undersigned stands personally liable for all of the obligations set forth in this Agreement. The undersigned further represents that they have read this Limited Use & Maintenance Agreement, as well as any rules and regulations regarding the use of AVCA Property described at Exhibit "A" herein, and as the representative for the CAPISTRANO UNIFIED SCHOOL DISTRICT promises to abide by same.

**CAPISTRANO UNIFIED SCHOOL DISTRICT (ANHS)**

By:  Date: 1-29-16  
John Forney, Capistrano Unified School District

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

**ALISO VIEJO COMMUNITY ASSOCIATION ("AVCA")**

By:  Date: 1-28-2016  
By:  Date: 1/28/16



Upon Association approval, the CAPISTRANO UNIFIED SCHOOL DISTRICT is licensed to use the facilities stated below for the purposes described in and subject to the conditions of the Limited Use & Maintenance Agreement attached hereto, during the days and hours listed below.

**CAPISTRANO UNIFIED SCHOOL DISTRICT (ANHS)  
WINTER 2016 LUMA BASEBALL USAGE SCHEDULE – EXHIBIT “A”**

**WOODFIELD PARK WEEKDAY USAGE**

<b>DATES</b>	<b>TIMES</b>	<b>FIELDS</b>
<i>Monday through Friday, for the following dates and times:</i>		
February 8, 9, 10, 11, 12	1:00 p.m. – 5:00 p.m.	5
February 15, 16, 17, 18, 19	1:00 p.m. – 5:00 p.m.	5
February 22, 23, 24, 25, 26	1:00 p.m. – 5:00 p.m.	5
February 29	1:00 p.m. – 5:00 p.m.	5
March 1, 2, 3, 4	1:00 p.m. – 5:00 p.m.	5
March 7, 8, 9, 10, 11	1:00 p.m. – 5:00 p.m.	5
March 14, 15, 16, 17, 18	1:00 p.m. – 5:00 p.m.	5
March 21, 22, 23, 24, 25	1:00 p.m. – 5:00 p.m.	5
March 28, 29, 30, 31	1:00 p.m. – 5:00 p.m.	5
April 1	1:00 p.m. – 5:00 p.m.	5
April 4, 5, 6, 7, 8	1:00 p.m. – 5:00 p.m.	5
April 11, 12, 13, 14, 15	1:00 p.m. – 5:00 p.m.	5
April 18, 19, 20, 21, 22	1:00 p.m. – 5:00 p.m.	5
April 25, 26, 27, 28, 29	1:00 p.m. – 5:00 p.m.	5
May 2, 3, 4, 5, 6	1:00 p.m. – 5:00 p.m.	5
May 9, 10, 11, 12, 13	1:00 p.m. – 5:00 p.m.	5

**CAPISTRANO UNIFIED SCHOOL DISTRICT (ANHS)**

**WINTER 2016 – EXHIBIT “B” FEE STRUCTURE**

<b>PARK</b>	<b>FIELD USAGE RATE</b>	<b>FEES</b>
Woodfield Park Field #5	\$100.00 per field/per month x 3.5 months	\$350.00

**Total User Fee Amount Due to AVCA: \$350.00**



## ACCIDENT/INCIDENT FORM

### Exhibit "C"

Person making report: _____		Date: ____/____/____
Address: _____		Phone: (____) _____
<b>Identity of injured or affected person:</b>		
Name: _____	Age: _____	
Address: _____	<input type="checkbox"/> Female <input type="checkbox"/> Male	
_____		
Phone: (____) _____	_____	
<b>Family of injured contacted? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, by whom? _____</b>		
Family Contact: _____	Relationship: _____	
Address: _____	Phone: (____) _____	
_____		
<b>Public agencies contacted regarding this incident:</b>		
Date: ____/____/____ am pm	Agency: _____	
Location: _____	Contact: _____	
By: _____	Phone: _____	
<b>Names of all other witnesses or persons involved in the incident/accident:</b>		
NAME: _____	ADDRESS: _____	PHONE: _____
_____	_____	(____) _____
_____	_____	(____) _____
_____	_____	(____) _____
_____	_____	(____) _____
_____	_____	(____) _____
_____	_____	(____) _____



**ACCIDENT/INCIDENT FORM**  
**Exhibit "C"**

<b>ACCIDENT/INCIDENT DETAILS:</b>	
Date of Accident/Incident: ____/____/____	Time: ____ am pm
Location: _____	Weather Conditions: _____
Brief factual description of accident/injury:	
First aid provided (including any medication):	
By Whom: _____	
Provide full description of the accident/incident including preceding events and conditions, and all measures taken after the accident/incident. Do not state any opinions regarding the cause (use additional sheets, if necessary).	

I have supplied the confidential information requested above for the Aliso Viejo Community Association (AVCA), its insurance company, and its attorneys.

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

Email reports to: [marilyn.smith@associa.us](mailto:marilyn.smith@associa.us)  
Mail original report to: Aliso Viejo Community Association  
Attn: General Manager  
95 Argonaut, Suite 190  
Aliso Viejo, CA 92656

This report is intended to be confidential for transmission to and use by AVCA attorneys for litigation arising out of claims.

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95 Argonaut, Suite 190, Aliso Viejo, CA 92656 • 949.243.7750 • [www.avca.net](http://www.avca.net)  
Professionally Managed by PCM

# EVIDENCE OF COVERAGE

DATE (MM/DD/YYYY)  
1/25/2016

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the memoranda listed below.

MEMORANDUM NUMBER: 101

JOINT POWERS AUTHORITY (JPA)  
Alliance of Schools for Cooperative Insurance Programs  
16550 Bloomfield Avenue  
Cerritos, CA 90703

www.ASCIP.org

CONTACT NAME: Mr. Fritz Heirich, Chief Executive Officer

PHONE: (562) 404-8029

JPA MEMBER

Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano CA 92675

This is to certify that the Alliance of Schools for Cooperative Insurance Programs (ASCIP) Memorandum of Coverages on insurance listed below have been issued to the Covered Party named above for the period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages afforded by the Memorandum of Coverages described herein are subject to all the terms, exclusions, and conditions of such Memorandum of Coverages.

TYPE OF COVERAGE	ADDL INSR	MEMORANDUM NUMBER (MOC)	POLICY EFF (MM/DD/YYYY)	POLICY EXP 12:01 a.m.	LIMIT OF LIABILITY / COVERAGE	
<b>GENERAL LIABILITY</b>					COMBINED SINGLE LIMIT PER OCCURRENCE	\$ \$5,000,000
<input checked="" type="checkbox"/> OCCURRENCE	✓	MOC #101	7/1/2015	7/1/2016	AGGREGATE	\$ N/A
<input checked="" type="checkbox"/> Personal Injury						\$
<input checked="" type="checkbox"/> Errors & Omission						\$
<input checked="" type="checkbox"/> Employment Practices						\$
<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT PER OCCURRENCE	\$
<input type="checkbox"/> AUTOMOTIVE PHYSICAL DAMAGE					ACTUAL CASH VALUE	\$
<input type="checkbox"/> COMPREHENSIVE / COLLISION						\$
<input type="checkbox"/> ANY AUTO						\$
						\$
						\$
<b>PROPERTY</b>					REPLACEMENT COST SUBJECT TO POLICY LIMITS, TERMS, AND CONDITIONS	
<input type="checkbox"/> BUILDING / CONTENTS						\$
<input type="checkbox"/> FIRE, THEFT, RENTAL INTERRUPTION						\$
						\$
						\$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A				EACH ACCIDENT	\$
<input type="checkbox"/> WC STATUTORY LIMITS					PER EMPLOYEE	\$
					POLICY LIMIT	\$
<b>OTHER</b>					SUBJECT TO POLICY LIMITS, TERMS, AND CONDITIONS	
<input type="checkbox"/> EMPLOYEE DISHONESTY (CRIME)						\$
						\$
						\$
						\$

**ADDITIONAL REMARKS:**

As respects to ANHS usage of the AVCA's Foxborough Park Fields & Woodfield Park Field 11/16/15 - 5/13/16

**CERTIFICATE HOLDER**

Aliso Viejo Community Association and  
Professional Community Management of  
California, Inc.  
Attn: Evelyn Kern  
95 Argonaut, Suite 190  
Aliso Viejo CA 92656

**CANCELLATION**

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, ASCIP will mail 30 days written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon ASCIP, its agents, or representatives.



AUTHORIZED REPRESENTATIVE: Fritz Heirich

\*ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code.

Rev 5-97

# Additional Covered Party Endorsement

<b>District:</b> Capistrano Unified School District		<b>Endorsement No.</b> 28257952
<b>Additional Covered Party:</b> Aliso Viejo Community Association and Professional Community Management of California, Inc. its employees, officers and directors	<b>Description of Operations, Vehicle, or Property:</b> As respects to ANHS usage of the AVCA's Foxborough Park Fields & Woodfield Park Field 11/16/15 - 5/13/16	
<b>Coverage Period:</b>	<b>Effective:</b> 7/1/2015	<b>Expires:</b> 12:01 a.m.: 7/1/2016

The coverage provided to the Covered Party is hereby extended by this endorsement to the Additional Covered Party named above in accordance with the provisions contained in the Memorandum of Coverage (MOC). The coverage extended hereby applies only with respect to liability arising out of activities in the Description of Operations, Vehicle, or Property noted above. It is intended by ASCIP in issuing this endorsement to defend and/or indemnify the Additional Covered Party only if the District is solely negligent. In issuing this endorsement, ASCIP intends and agrees to extend coverage pursuant to the terms and conditions of the MOC to the Additional Covered Party named above only to the extent that the Additional Covered Party faces liability arising out of claims, demands, or lawsuits claiming money damages on account of bodily injury or property damage as defined and limited in the ASCIP MOC. The limits of liability extended to the Additional Covered Party listed above is \$5,000,000 per occurrence for liability.

  
**Authorized Representative:** \_\_\_\_\_

**Date Issued:** 1/25/2016

ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code.

Rev 5/97





**AVID Center HQ**  
 9246 Lightwave Ave  
 Suite 200  
 San Diego, CA 92123  
 Phone: (858) 380-4800  
 Fax: 1-800-915-6897

## Quote: Capistrano Unified School District

To	From
Capistrano Unified School District	Shonnel Oson
Philippa Geiger	9246 Lightwave Ave
33122 Valle Road	San Diego, CA 92026
San Juan Capistrano, CA 92675	E-mail: <a href="mailto:soson@avidcenter.org">soson@avidcenter.org</a>

### Summary

Total Amount:	<b>\$45,240.00</b>	Quote ID:	QUO-04864-N7R5P2
Shipping Method:	FedEx	Date:	11/24/2015
Payment Terms:	Net 30		
Total Number of Sites:	12	Number of Combo Sites:	
Number of New Sites:		Number of Elementary Sites:	
Number of Existing Sites:	12	Number of Secondary Sites:	12
Number of SI:		Number of Elementary Libraries:	
Number of Memberships:	12	Number of Secondary Libraries:	
Number of AVID Weekly:	12		

### Details

Site	Product ID	Product	Quantity	Price	Sub Total
Site: Aliso Niguel High School					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$475.00	\$475.00
Program Level: Secondary					
	MEMBERSHIP	AVID Membership Fees Secondary	1.00	\$3,295.00	\$3,295.00
	SECONDARY				
Site: Aliso Viejo Middle School					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$475.00	\$475.00
Program Level: Secondary					

Site	Product ID	Product	Quantity	Price	Sub Total
Site: Aliso Viejo Middle School	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,295.00	\$3,295.00
Program Level: Secondary					
Site: Bernice Ayer Middle School	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$475.00	\$475.00
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,295.00	\$3,295.00
Site: Capistrano Valley High School	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$475.00	\$475.00
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,295.00	\$3,295.00
Site: Dana Hills High School	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$475.00	\$475.00
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,295.00	\$3,295.00
Site: Don Juan Avila Middle School	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$475.00	\$475.00
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,295.00	\$3,295.00
Site: Ladera Ranch Middle School	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$475.00	\$475.00
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,295.00	\$3,295.00
Site: Marco Forster Middle School	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$475.00	\$475.00
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,295.00	\$3,295.00

Site	Product ID	Product	Quantity	Price	Sub Total
Site: Newhart Middle School					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$475.00	\$475.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,295.00	\$3,295.00
Site: Niquel Hills Middle School					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$475.00	\$475.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,295.00	\$3,295.00
Site: San Clemente High School					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$475.00	\$475.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,295.00	\$3,295.00
Site: San Juan Hills High School					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$475.00	\$475.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,295.00	\$3,295.00

Pre Freight Amount	\$45,240.00
Total Tax	\$0.00
<b>Total</b>	<b>\$45,240.00</b>

By signing below, Client hereby agrees to purchase all items listed on this Quote, subject to and in accordance with the AVID Standard Terms and Conditions, this Quote, and any Exhibits attached hereto, all of which comprise the AVID College Readiness System Services and Products Agreement.

☐ Purchase Order is not required.

If Client checks the box above, Client hereby confirms that the Client does not require a Purchase Order for payment of any related invoice(s); in which case AVID Center will proceed to the fulfill services and/or products and invoice Client according to this approved Quote.

If Client does not check the box above, Client agrees to provide AVID Center with a valid Purchase Order in a timely manner, in which case AVID Center will not invoice Client until Client provides and AVID Center receives a valid copy of the Purchase Order; AVID Center will not fulfill any services or products until such Purchase Order is received.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# AVID® STANDARD TERMS AND CONDITIONS

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center") and the client named in the Quote(s) ("Client").

## Article I. Definitions

- 1.1 AVID College Readiness System Services and Products Agreement ("Agreement"): The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit (s), and any other applicable addenda.
- 1.2 AVID College Readiness System: The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).
  - (a) AVID Elementary is a foundational component for elementary sites (grades K-8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.
  - (b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.
  - (c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.
- 1.3 AVID Materials: Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.
- 1.4 AVID Member Site: Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.
- 1.5 AVID Methodologies: Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

- 1.6 AVID Programs: Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education. The specific AVID Programs are further defined in their corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Roadtrip Nation Experience (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle Level and High School Libraries, if so ordered by Client).
- 1.7 Exhibit: The document with terms and conditions that relate specifically to a corresponding service or product ordered on the Quote(s).
- 1.8 Payment Terms: The terms of when payment is due; as listed on the Quote.
- 1.9 Quote: The order document that is fully incorporated into this Agreement by reference.

## **Article II. Period of Agreement**

- 2.1 Term: The Term ("Term") of this Agreement shall be July 1, 2015 to June 30, 2016 unless earlier terminated as provided herein.

## **Article III. Licenses and Proprietary Rights**



### 3.1 Copyright License:

Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and the AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

(a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.

(b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). (For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site).

(c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.

(d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to the website.

(e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.

(f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

- 3.2 Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.
- 3.3 Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.
- 3.4 Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.
- 3.5 Enforcement: The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

- 3.6 Proprietary Notices: Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.
- 3.7 Infringement: Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.
- 3.8 Compliance with Laws: Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.
- 3.9 Sole Source: AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition is precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property - copyrights and trademarks - in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection and certification processes.

#### **Article IV. Compensation**

- 4.1 Quotes--Invoicing and Payment: During the Term of this Agreement, Client may request Quote(s) for AVID services and/or products. Client indicates its acceptance of a Quote by signing the respective Quote or issuing a Purchase Order in the amount of the Quote. Should Client issue Purchase Order(s) for such Quote(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement. AVID Center will invoice Client according to the terms listed in the accepted Quote(s).

#### **Article V. Status of Parties**

5.1 Independent Contractors:

AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

**Article VI. Authority**

6.1 AVID Center Warranty: AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.

6.2 Client Warranty: Client warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client warrants that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

**Article VII. Termination**

7.1 Termination for Cause: Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.

7.2 Termination for Convenience: Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

- 7.3 Cessation of Use: Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites, and cease using the AVID Materials, AVID Methodologies or the AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.
- 7.4 Cumulative Remedies: All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

### **Article VIII. General Provisions**

- 8.1 Governing Law and Venue: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California; and (ii) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State.
- 8.2 Entire Agreement: All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.
- 8.3 Limitation of Liability: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.
- 8.4 Force Majeure: Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 8.5 Severability: If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

- 8.6 Attorney Fees: In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.
- 8.7 Assignment: Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.
- 8.8 Notice: All notices, requests or other communications under this Agreement shall be in writing, and shall be sent to the designated representatives of the parties at the addresses set forth below in Quote(s), and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.
- 8.9 Counterparts: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.
- 8.10 Waiver: The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.
- 8.11 Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,  
a California Non-Profit Corporation 501(c)(3)

Capistrano Unified School District  
CA

  
\_\_\_\_\_  
Signature: AVID Center Authorized

\_\_\_\_\_  
Signature: Client Authorized

**David S. Greulich**  
\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Printed or Typed Name

**Controller**  
**AVID Center**  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title of Designee

**24 NOV 2015**  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AVID Center  
9246 Lightwave Avenue, Suite 200  
San Diego, CA 92123  
Employer ID # 33-0522594



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**RESOLUTION NO. 1516-34**

**ADOPT A NEGATIVE DECLARATION FOR THE ESENCIA K-8 PROJECT**

*WHEREAS*, Capistrano Unified School District (District) desires to develop the Esencia K-8 Project; and

*WHEREAS*, the Esencia K-8 Project is located in Subarea 2.1 of the Ranch Plan. The Ranch Plan is an approximately 22,815-acre Rancho Mission Viejo planned community in Orange County, California (Project Site); and

*WHEREAS*, the District now proposes to build a K-8 school for approximately 1,236 students by developing a 20 acre site with an additional 6 acres for joint use with the Rancho Mission Viejo homeowners association (Proposed Project); and

*WHEREAS*, the District prepared an Initial Study to evaluate the Proposed Project and determined that preparation of a Negative Declaration (ND) was sufficient to document the environmental review of the Proposed Project under California Environmental Quality Act (Pub. Res. Code Section 21000 et seq. (CEQA) and the CEQA regulations (Cal. Code Regs., tit. 14, section 15000 et seq.) (CEQA Guidelines); and

*WHEREAS*, pursuant to Education Code §17211, the District is required to evaluate potential school sites and new construction on existing school sites using site selection standards established by the State Department of Education pursuant to Education Code §17251(b) and California Code of regulations (CCR) Title 5 §14033; and

*WHEREAS*, the District, pursuant to Public Resources Code Section 21151.8(a) Education Code §17213, has consulted with appropriate agencies and determined that (a) the Project Site is not the site of a current or former hazardous waste disposal site or solid waste disposal site; (b) the Project Site is not a hazardous substance release site identified in a list of sites for which removal or remediation action is planned, compiled by the Department of Health Services pursuant to Health and Safety Code Section 25356; (c) the Project Site is not a site that contains one or more pipelines, situated underground or aboveground, that carry hazardous substances, acutely hazardous materials, or hazardous wastes, unless the pipeline is a natural gas line which is used only to supply natural gas to that school or neighborhood; and (d) the Project Site is not within 500 feet of the edge of the closest traffic lane of a freeway or other busy traffic corridor; and

*WHEREAS*, the District, pursuant to Public Resources Code Section 21151.8(a)(2), has consulted with administering agencies with jurisdiction over the Project Site for the purpose of investigating the potential for permitted and non-permitted hazardous or acutely hazardous air emissions within one-quarter of a mile of the Project Site and has determined that there are no facilities within one-quarter mile of the Project Site that might reasonably be anticipated to emit hazardous air emissions that pose an actual or potential endangerment to persons who attend and/or work at the Project Site; and

*WHEREAS*, the District prepared and released the Draft ND/IS for a 30-day public review and comment period beginning January 11, 2016 and ending February 12, 2016; submitted to the California State Clearinghouse for distribution to potentially affected state agencies and organizations, posted in the office of the Orange County Clerk, and published in a local newspaper; and

*WHEREAS*, the Board of Trustees held a duly noticed public meeting on February 24, 2016 for the purposes of considering adopting the ND; and

*WHEREAS*, an ND has been prepared in compliance with CEQA and reflects the Board's independent judgment and analysis; and

*WHEREAS*, an ND and all supporting material, which constitute a record of these proceedings, are kept at the Capistrano Unified School District Facilities Department, located at 33122 Valle Road, San Juan Capistrano, CA 92675;

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

**Section 1.** The above recitals are true and correct.

**Section 2.** The ND has been prepared in accordance with CEQA Guidelines Section 15070 to 15075.

**Section 3.** The ND has been presented to the Board of Trustees, and the Board has reviewed and considered the information in the ND before taking action.

**Section 4.** The ND adequately analyzes the potential effects of the Proposed Project, and finds the Proposed Project could not have a significant effect on the environment.

**Section 5.** The Board hereby finds that the Project Site meets the site standards established by the California Department of Education, as applicable pursuant to Title 5 §14033.

**Section 6.** The Project Site has not been identified as a hazardous substance release site, is not a current or former hazardous waste disposal site, and does not contain one or more underground or aboveground pipelines carrying hazardous substances, acutely hazardous materials, or hazardous waste.

**Section 7.** The District has consulted with the air quality management district with jurisdiction over the Project and identified permitted and non-permitted facilities within one-quarter mile of the Project Site that might reasonably be anticipated to emit hazardous emissions and concluded that emissions generated from the facilities are not anticipated to pose an actual or potential endangerment to persons who attend and/or work at the Proposed Project.

**Section 8.** The Project Site is not located within 500 feet of the edge of the closest traffic lane of a freeway or other busy corridor, as defined in Education Code §17213(c)(2)(C), that would create a health hazard or exposure to a high level of pollutants.

**Section 9.** The ND reflects the independent judgment and analysis of the Board of Trustees.

**Section 10.** The Board hereby approves the project.

**Section 11.** The Board hereby delegates authority to the District staff to cause a Notice of Determination to be filed with the Orange County Clerk and the State Clearinghouse.

**Section 12.** The findings made in this Resolution are based upon the information and evidence set forth in the ND and upon substantial evidence which has been presented in the record of these proceedings; the ND and all supporting material, which constitute a record of these proceedings, will be kept at the Capistrano Unified School District, located at 33122 Valle Road, in the City of San Juan Capistrano.

**Section 13.** The Board of Trustees hereby adopts the ND and approves the Proposed Project.

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District on February 24, 2016, by the following vote:

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

I, Kirsten M. Vital, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 24<sup>th</sup> day of February 2016, by a roll call vote.

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Martha McNicholas  
Clerk of the Board of Trustees

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Kirsten M. Vital  
Superintendent  
Secretary of the Board of Trustees

## NOTICE OF DETERMINATION

To: ☐ Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

☐ County Clerk  
County of Orange  
12 Civic Center Plaza  
Santa Ana, CA 92701

From: (Public Agency)  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, California  
92675

Applicant: Capistrano Unified School District

**Subject:** *Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.*

Esencia K-8 School  
Project Title

2016011020 John Stocks, Construction Manager (949) 234-9543  
State Clearinghouse Number Contact Person Area Code/Telephone/Extension

Project Location: Subarea 2.1 of the Ranch Plan, an approximately 22,815-acre Rancho Mission Viejo planned community in southeastern Orange County.

Project Description: The project consists of the construction and operation of a 16-acre K-8 school and 4-acre shared/joint use facilities. The school campus would have 50 classrooms for 1,236 Kindergarten through 8th grade students, along with an administration/kitchen/multipurpose building, lunch shelters, hardcourts and playgrounds, a soccer field, and two parking lots. The project also includes shared/joint-use sports fields, a multipurpose building, and parking lot.

This is to advise that the Capistrano Unified School District has approved the above described  
(☒ Lead Agency or ☐ Responsible Agency)

project on February 24, 2016 and has made the following determinations regarding the above described project:  
(Date)

1. The project [ ☐ will ☒ will not ] have a significant effect on the environment.
2. ☐ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.  
☒ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [ ☐ were ☒ were not ] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [ ☐ was ☒ was not ] adopted for this project.
5. A Statement of Overriding Considerations [ ☐ was ☒ was not ] adopted for this project.
6. Findings [ ☒ were ☐ were not ] made pursuant to the provisions of CEQA.

This is to certify that the CEQA Negative Declaration and the record of project approval is available to the General Public at:

Capistrano Unified School District, Facilities Department, 33122 Valle Road, San Juan Capistrano, California 92675

Date received for filing and posting at OPR: \_\_\_\_\_

Signature (Public Agency)

Title

**California Department of Education  
WAIVER SUBMISSION - General**

CD Code:

Waiver Number:

Active Year: 2015

Date In: 2/26/16

Local Education Agency: Capistrano Unified School District  
Address: 33122 Valle Rd.  
San Juan Capistrano, CA 92675

Start: 8/25/2015

End: 5/31/2017

Waiver Renewal: N

Waiver Topic: Equity Length of Time  
Ed Code Title: Equity Length of Time  
Ed Code Section: 37202  
Ed Code Authority: 33050

Ed Code or CCR to Waive: (a) Except if a school has been closed by order of a city or a county board of health, or of the State Board of Health, on account of contagious disease, or if the school has been closed on account of fire, flood, or other public disaster, the governing board of a school district shall maintain all of the [elementary day schools established by it for an equal length of time during the school year] and all of the day high schools established by it for an equal length of time during the school year. (b) Notwithstanding subdivision (a), a school district that is implementing an early primary program, pursuant to Chapter 8 (commencing with Section 8970) of Part 6, may maintain kindergarten classes at different school sites within the district for different lengths of time during the school day.

**Outcome Rationale:** The District would like to continue having the Kinoshita Elementary school transitional kindergarten (TK) day be shorter than the length of the regular kindergarten day at this school covering the 2015-2016 and 2016-2017 school years with a total of 359 days. Under the current structure, kindergarten students at Kinoshita Elementary School are in school from 7:45 a.m. to 2:05 p.m. on Monday, Wednesday, Thursday, and Friday; and, from 7:45 a.m. – 12:45 p.m. on Tuesday for a full school day and a teacher student ratio of 1 to 24. The standard TK hours across the district consist of an early start time of 8:00 a.m. – 11:53 a.m., and a late start time of 9:30 a.m. – 1:23 p.m. Monday through Friday for a half day schedule and a teacher student ratio for half the session of 1 to 15. The waiver would allow for TK at Kinoshita Elementary School have a varied schedule from kindergarten starting at 7:45 a.m. to 11:38 a.m., Monday through Friday; and, the late group is in school from 9:15 a.m. – 1:08 p.m. on Monday, Wednesday, Thursday, and Friday for a half day schedule. Tuesday's schedule would be a half day from 7:45 a.m. to 11:38 a.m. for all children. The reason for the varied schedule is to maintain a TK program that is similar to the other TK classrooms at 11 elementary schools within the district. This early and late start schedule also provides continuity of services with lower teacher to child ratios for half of the session.

Student Population: 662 – Kinoshita Elementary School

City Type: Urban

Public Hearing Date: February 24, 2016

Public Hearing Advertised: The public hearing was posted at the school and at three public places in the community.

Local Board Approval Date: February 24, 2016

Community Council Reviewed By: Jose Pedraza, Principal

Community Council Reviewed Date: 2/10/16

Community Council Objection: N

Community Council Objection Explanation:

Audit Penalty YN: N

Categorical Program Monitoring: N

Submitted by: Dr. Susan Holliday

Position: Assistant Superintendent, Education Services

E-mail: seholliday@capousd.org

Telephone: 949-234-9203

Fax: 949-493-8729

Bargaining Unit Date: 2/18/16

Name: Capistrano Unified Education Association

Representative: Sally White

Title: President

Position: Support

Comments: None



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

MEMORANDUM OF UNDERSTANDING: PILOT

AGREEMENT BETWEEN  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
AND  
CAPISTRANO UNIFIED EDUCATION ASSOCIATION

**Article 5.3 Hours of Employment**

CUSD and CUEA agree to the submitting of a waiver to the California Department of Education to offer a modified instructional day for Transitional Kindergarten and Kindergarten at Kinoshita Elementary School for the 2015-16 and 2016-17 school years as stated below.

Kindergarten Schedule: Full Day

Monday, Wednesday, Thursday, Friday 7:45-2:05

Tuesday 7:45-12:45

Transitional Kindergarten Schedule: Half Day

Monday, Wednesday, Thursday, Friday 7:45-11:38

Monday, Wednesday, Thursday, Friday 9:15-1:08

The Memorandum of Understanding is subject to all provisions, terms and conditions of the current bargaining agreement. The sunset date of this Memorandum of Understanding shall be June 30, 2017.

APPROVED:



Sally White, President

Capistrano Unified Education Association

2/18/16

Date

APPROVED:



John Roach, Interim Asst. Supt. Personnel Services

Capistrano Unified School District

2-18-16

Date



# **FINAL PLACEMENT LIST**

Attn: David Stewart

Fax: (949) 489-0467

Phone: (949) 234-9408

Superintendent: Kirsten Vital 33122 Valle Rd, San Juan Capistrano, CA 92675  
District Phone: (949) 234-9200 Fax: (949) 240-6241

Cal State Fullerton shows placement of the following Elementary, Secondary, Special Ed and/or Speech Communication student teachers within your district this semester:

## **FINAL PLACEMENT LIS CAPISTRANO UNIFIED SCHOOL DISTRICT**

CAPISTRANO UNIFIED SCHOOL DISTRICT										CSUF CONTRACT #	T140016	TERM	FALL 15
School	Start Date	End Date	Student	Units	Payment	Master Teacher/Mentor	Grade(s)	CSUF Supervisor					
Aliso Niguel HS	8/17/2015	12/18/201	Haro, Kenneth	3.33	\$83.25	Jason Harney	2	(Staff-TBA)					
Aliso Niguel HS	8/17/2015	12/18/201	Humphreys, Daniel	3.33	\$83.25	Erin Goulet	2	(Staff-TBA)					
Aliso Niguel HS	8/17/2015	12/18/201	Poythress, Caila	3.33	\$83.25	Doug O'Brien	1	Shand, Kristen					
Aliso Niguel HS	8/17/2015	12/18/201	Poythress, Caila	6.67	\$166.75	Joslin De Diego	2	Shand, Kristen					
Aliso Niguel HS	8/17/2015	12/18/201	Unger, Jason	4.5	\$125.00	Jason Kirkwood	3	(Staff-TBA)					
Aliso Viejo MS	9/28/2015	12/11/201	Frankie, Kent	6	\$150.00	Amber Mills		Olson, Clarice					
Aliso Viejo MS	8/17/2015	12/18/201	Haro, Kenneth	1.65	\$41.65	Jason Harney	1	(Staff-TBA)					
Capistrano Valley HS	8/17/2015	12/18/201	Francis, Craig	4.5	\$125.00	Manar Chaaban	3	(Staff-TBA)					
Capistrano Valley HS	8/17/2015	12/18/201	Snyder, Tyler	3.33	\$83.25	Brian Mulligan	1	Shand, Kristen					
Capistrano Valley HS	8/17/2015	12/18/201	Snyder, Tyler	6.67	\$166.75	Pat Higginson	2	Shand, Kristen					
Concordia	9/28/2015	12/11/201	Truncale-Levine, Darleen	6	\$150.00	Barbara Johnson		Olson, Clarice					
Dana Hills HS	8/17/2015	12/18/201	Bortz, Michael	4.5	\$125.00	Mary Danna	3	(Staff-TBA)					
Dana Hills HS	8/17/2015	12/18/201	Mesa, Sandra	4.5	\$125.00	Intern Brandon Cosenza	3	Byrom, Tonja					
Hankey	8/17/2015	12/18/201	Lapham, Jennifer	4.5	\$125.00	Kathy Beitz	3	(Staff-TBA)					
Newhart MS	8/17/2015	12/18/201	Moore, Krystal	4.5	\$125.00	Terry Clark	3	(Staff-TBA)					
Niguel Hills MS	8/17/2015	12/18/201	Palacios, Rogelio	4.5	\$125.00	John Castle	3	(Staff-TBA)					
Reilly	9/28/2015	12/11/201	Espineli, Tabitha	6	\$150.00	Maureen Cordina		Olson, Clarice					
Reilly	9/28/2015	12/11/201	Hewitt, Lindsay	6	\$150.00	Karen French		Olson, Clarice					
RRH Exceptional Needs Facilit	9/28/2015	12/11/201	Baker, Victoria	6	\$150.00	Lori Sturdevant-Brown		Olson, Clarice					
RRH Exceptional Needs Facilit	9/28/2015	12/11/201	Byer, Kristen	6	\$150.00	Jennifer Buckman		Olson, Clarice					
RRH Exceptional Needs Facilit	9/28/2015	12/11/201	Newton, Joanne	6	\$150.00	Mindy Cross	Infant/	Olson, Clarice					
San Clemente HS	9/28/2015	12/11/201	Doyer, Daniel	6	\$150.00	Jamie Finnsson		Olson, Clarice					
San Juan Hills HS	8/17/2015	12/18/201	Leish, Joshua	3.33	\$83.25	Emily Price	2	(Staff-TBA)					
Shorecliffs MS	8/17/2015	12/18/2015	Kahn, Steven	4.5	\$125.00	Lindsay Peck	3	(Staff-TBA)					
Tesoro High School	8/17/2015	12/18/201	O'Malley, Shannon	9	\$250.00	Christina Migge	3	Linton, Antoinette					
Tesoro High School	8/17/2015	12/18/201	To, Andy	4.5	\$125.00	Peter Chance	3	(Staff-TBA)					
Master Teacher Placements				Units	Total Amount								
TOTALS				26	129.1	\$3,366.40							
										Master teachers working with a student teacher (excluding students on internships or emergency credentials) will receive payment according to units and amounts associated above.			

FINAL PLACEMENT LIS **CAPISTRANO UNIFIED SCHOOL DISTRICT**

CSUF CONTRACT # **T140016** TERM **FALL 15**

**PLEASE READ INSTRUCTIONS CAREFULLY BEFORE INVOICING CSUF!**

Above is a final and confirmed list of placements within your district for the semester/year printed above. It is deemed to be accurate and complete based on the final confirmation of our University Supervisors indicated herein. Occasionally, backpayments for Summer or Intersession placements may also be included on a Fall or Spring placement list, so please note specific starting and School districts must bill CSUF's Department of Education through their own billing format, indicating the name of each student teacher with her/his master teacher, the units eligible for payment, and the CSUF Contract#. Also, attach a signed copy of this FINAL PLACEMENT LIST to your district's invoice in order to insure accurate and prompt payment processing. If there are additions/corrections to be made above, please contact Marye Watkins-Woodruff at (657) 278-4309 or Fax (657) 278-3110 as soon as possible before invoicing so that a revised Final Placement List reflecting the corrections can be sent to you.

If the placements shown above are accurate and complete for the semester indicated herein, please mail invoice to:

**ATTN: Marye Watkins-Woodruff CSUF DEPT. OF EDUCATION, P.O. BOX 6868, FULLERTON, CA 92834-6868** PHONE: (657) 278-4309 FAX: (657) 278-3110

I hereby certify that all master teacher placements and their associated units are, to the best of my knowledge, accurate and entitled to payment at the reimbursement rate indicated above.

Area

(745) 234-4908

Direct Telephone:

*David Stewart*

Signature:

Date:

2/8/16

Please Print Your Name and Title:

Public School and San Diego Christian College Teacher Credential Program

Articulation Agreement

San Diego Christian College offers a Teacher Credential Program which is accredited through WASC. Candidates are required to complete 500 hours of clinical classroom experience, referred to as Student Teaching. These clinical hours are completed at the end of their credential program and the length of the placement covers typically 16-18 weeks or a typical academic semester. Should the candidate complete these 500 hours prior to the completion of the school's semester, it will be at the discretion of the candidate and their master teacher to determine if they would like to continue the placement until the end of the semester. For the candidate to be considered for the clinical hour portion of our credential program, they must submit an application after passing all coursework with a B- or better. They must also pass all necessary state testing (CBEST, CSETS applicable to their desired field) and obtain a sub permit, TB test, and CPR certification.

This agreement made between San Diego Christian College and CUSD made \_\_\_\_\_ day of February, 2016 would involve candidates for completion of clinical hours. The agreement would expire upon completion of the semester with CUSD.

Within this agreement:

1. San Diego Christian College (SDC) and CUSD accept joint responsibility for mentoring and educating the qualified candidate. The candidate is responsible to follow and abide by the rules and policies of both SDC and CUSD. If he/she fails to do so, this could result in probationary continuation of the program or immediate dismissal from the program.
2. SDC will work to find qualified Master Teachers to host our candidates. Principal approval of any interested teachers will be part of this process. The supervisor of this candidate will meet the following requirements:
  - a. Holds a single-subject credential in the field in which they are teaching.

- b. Has been teaching for more than 3 full school years.
  - c. Can provide the candidate with four periods per day of instructional time within the subject area they are seeking a credential.
  - d. The Principal of the school has approved this Master Teacher to host a candidate from our program.
3. The Master Teacher will be given a stipend of \$300 for Single Subject Master Teachers and \$250 for Multiple Subject Master Teachers to be paid after completion of the assignment. This can be paid to the Master Teacher directly or through payroll, whichever is preferred or required by CUSD.
4. The Master Teacher will notify SDC representatives of any concerns or problems within 48 hours. This chain of communication will start with speaking to the student directly, then to their SDC supervisor, and then finally to the Chair of the Department at SDC. Severe or immediate matters may be dealt with and escalated as the Master Teacher and site Principal see fit.
5. The Master Teacher will receive formal training by the Credential Analyst at SDC.

In witness whereof, we the undersigned, duly authorize representatives of the parties to this agreement; have caused this Agreement to be executed as the date first above written.

San Diego Christian College

CUSD

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

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

Credential Analyst/Fieldwork Supervisor

Education Department



**University of Phoenix**  
Academic Affairs  
1625 Fountainhead Parkway  
Mailstop: CF-SX03  
Tempe, AZ 85282  
(602) 387-2834 Fax (602) 383-5099

**UNIVERSITY OF PHOENIX  
SCHOOL AFFILIATION AGREEMENT-California**

This Affiliation Agreement made and entered into this 25<sup>th</sup> day of January, 2016, by and between The University of Phoenix, Inc., an Arizona for-profit corporation, hereinafter referred to as the "UNIVERSITY" and Capistrano Unified School District, an entity domiciled in the State of California, hereinafter referred to as the "SCHOOL."

**I. PURPOSE**

The purpose of this Agreement is to provide education experiences for selected UNIVERSITY students, hereinafter "STUDENTS", which take place at the SCHOOL and in which the SCHOOL will participate.

**II. OBLIGATIONS OF THE UNIVERSITY**

1. The UNIVERSITY will offer educational programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.
2. The UNIVERSITY will keep all records and reports on STUDENT experiences in accordance with UNIVERSITY policy and regulatory requirements.
3. The UNIVERSITY will plan with the SCHOOL, in advance, its schedule of STUDENT assignments to the designated areas, including dates and numbers of STUDENTS.
4. The UNIVERSITY agrees to inform STUDENTS that STUDENTS shall be responsible for following the rules and regulations of the SCHOOL, including recognition of the confidential nature of information regarding pupils and their records.
5. The UNIVERSITY will provide to the SCHOOL a copy of course objectives for the learning experience. The SCHOOL, together with the UNIVERSITY, will make arrangements for evaluating the learning experience.
6. The UNIVERSITY will assign a faculty supervisor who will collaborate with the SCHOOL'S mentoring teacher. For purposes of this Agreement, the term "mentoring teacher" shall be defined as the district educator who has been assigned to supervise the STUDENT.
7. STUDENTS shall not be considered as employees or agents of the UNIVERSITY.
8. To help defray costs associated with the placement of STUDENTS at the SCHOOL, the UNIVERSITY shall pay compensation in accordance with Exhibit A, attached hereto and incorporated herein, upon completion of STUDENT'S assignment at the SCHOOL, or at

such other time as the parties agree.

### **III. OBLIGATIONS OF THE SCHOOL**

1. The SCHOOL shall maintain sole responsibility for the instruction, education and welfare of its pupils. SCHOOL shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils.
2. The SCHOOL agrees that STUDENTS assigned to it for counseling, administration, teaching, and/or observation experiences are under the supervision, control, and responsibility of the SCHOOL.
3. The SCHOOL shall retain the right, in its sole discretion, to request the removal of any individual from any area of the SCHOOL premises. STUDENTS shall be instructed by the UNIVERSITY to promptly and without protest leave an area whenever they are requested to do so by an authorized SCHOOL representative.
4. The SCHOOL shall provide qualified mentoring teachers for STUDENTS. Mentoring teachers will be resource persons for STUDENTS and UNIVERSITY faculty while at the SCHOOL. Mentoring teachers selected by SCHOOL will: a) assist in orienting STUDENTS to the SCHOOL, the classroom, and the pupils; b) explain all SCHOOL and district policies, rules, and regulations to STUDENTS; c) provide prompt and substantive feedback to STUDENTS regarding all performance activities and interactions with SCHOOL personnel, pupils, and parents; d) complete evaluations of STUDENTS' progress and submit them to the University faculty supervisor, after reviewing them with the applicable STUDENT; e) immediately inform the University faculty supervisor of any concerns regarding a STUDENT; f) establish a time to meet and discuss with STUDENTS their activities, impressions, reflections, and suggestions for goals and areas of improvement; g) (For student teaching) supervise STUDENTS on a daily basis - if the mentoring teacher is absent from the classroom for any reason, a certified substitute must be assigned to the classroom. Student teachers holding a 30 day sub permit are allowed to sub in their assigned classroom or other school site classrooms with the approval of university personnel.
5. The SCHOOL shall provide to UNIVERSITY and STUDENTS the policies and procedures and other relevant materials to allow STUDENTS to function appropriately within the SCHOOL.
6. STUDENTS assigned to the SCHOOL shall follow the SCHOOL'S protocols for health and safety. The SCHOOL will provide necessary emergency medical services to STUDENTS.
7. The SCHOOL shall permit STUDENTS access to the library facilities/curriculum laboratories available to their personnel. STUDENTS may not remove materials from the SCHOOL without appropriate approval.
8. The SCHOOL shall keep confidential and shall not disclose to any person or entity (a) STUDENT applications; (b) STUDENT health records or reports; and/or (c) any STUDENT records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, concerning any STUDENT participating in the education experiences provided by SCHOOL, unless such disclosure is authorized by the STUDENT or is ordered by a court of competent jurisdiction. SCHOOL shall adopt and enforce policies and procedures necessary to protect the confidentiality of STUDENT records as defined herein.
9. STUDENTS shall not be considered employees or agents of the SCHOOL.

#### **IV. INDEMNIFICATION**

1. Each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the "Indemnified Party") from and against any and all claims, losses, liabilities, costs, and expenses including reasonable attorney's fees, established by judgment or alternative resolution award, arising from (a) any material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
2. UNIVERSITY and SCHOOL shall provide prompt notification to one another and, to the extent allowed by law, shall reasonably cooperate with one another in the defense of, any lawsuits, claims, or threatened claims that pertain to services provided pursuant to this Agreement.

#### **V. INSURANCE**

1. UNIVERSITY and SCHOOL each shall maintain, as a minimum, Commercial General Liability Insurance written on an occurrence basis with insurance companies acceptable to the other party for limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, as assurance of its accountability for any such losses, claims, liabilities, or expenses.
2. Upon written request, a party shall provide the other party with a certificate evidencing such insurance coverage.
3. Insurance required by UNIVERSITY to be maintained hereunder may be provided under: (a) an individual policy; (b) a blanket policy or policies which may include other liabilities, properties and locations of UNIVERSITY or its affiliates; (c) a plan of self-insurance, provided that UNIVERSITY or any guarantor of UNIVERSITY'S obligations under this Agreement maintains, during the period of such self-insurance, a net worth of at least Fifty Million Dollars (\$50,000,000); or (d) a combination of any of the foregoing insurance programs.

#### **VI. REPRESENTATIONS AND WARRANTIES**

1. Each party to this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and (ii) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement has been duly executed and delivered to such party.

#### **VII. GENERAL PROVISIONS**

1. Neither the SCHOOL nor the UNIVERSITY will discriminate against any person because of race, color, religion, sex, or national origin, nor discriminate against any STUDENT or student applicant with a disability pursuant to law as set forth in the Americans with Disabilities Act.
2. This Agreement is not intended and shall not be construed to create the relationship of



agent, servant, employee, partnership, joint venture or association between the UNIVERSITY and the SCHOOL and their employees, STUDENTS, or agents, but rather is an Agreement by and among two independent contractors. Each STUDENT is placed with the SCHOOL in order to receive educational experience as part of the academic curriculum; duties performed by a STUDENT are not performed as an employee of the SCHOOL but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by SCHOOL personnel. To the extent allowed under state law, neither the SCHOOL nor the UNIVERSITY is required to provide workers' compensation coverage for the STUDENTS participating in the educational experience. UNIVERSITY acknowledges that nothing in this Agreement shall be construed to confer any right upon the UNIVERSITY or UNIVERSITY personnel to participate in, control, or direct operations at the SCHOOL.

3. The SCHOOL shall timely notify the UNIVERSITY when any UNIVERSITY employee or STUDENT has been involved in a reported incident and the UNIVERSITY shall have the opportunity to participate in any on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident.
4. The SCHOOL and its employees shall not be entitled to compensation from the UNIVERSITY for services or actions of benefit to the UNIVERSITY which are part of or related to the educational program, however, as a professional courtesy, the mentoring teacher may be entitled to payment of the reasonable and customary honorarium or, alternatively, may at some campuses have the opportunity to enroll in a UNIVERSITY course upon completion of the supervisory assignment.
5. This Agreement constitutes the entire agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertaking of the parties pertaining to the referenced subject matter.
6. Amendments to this Agreement may be made at any time, provided, however, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the UNIVERSITY and the SCHOOL. Further, this Agreement may not be assigned by either party without prior written approval of the other party.
7. No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the party waiving the breach.
8. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
9. This Agreement is not intended to create any rights or interests for any other person or entity other than the SCHOOL or the UNIVERSITY.
10. This Agreement will be governed by the laws of the State of California and shall in all respects be interpreted, enforced, and governed by California laws.

## **VIII. ARBITRATION**

1. In the event any dispute or controversy arising out of this Agreement cannot be settled by the parties, such controversy or dispute shall be submitted to arbitration in San Juan Capistrano, **California**, and for this purpose each party hereby expressly consents to such arbitration in such place. In the event the parties cannot mutually agree upon an arbitrator and procedure to settle their dispute or controversy within fifteen (15) days after written demand by one of the parties for arbitration, then the dispute or controversy shall be arbitrated by a single arbitrator pursuant to the then-existing rules and regulations of the American Arbitration Association governing commercial transactions. The decision of the arbitrator shall be binding upon the parties hereto for all purposes, and judgment to enforce any such binding decision may be entered in a court of competent jurisdiction in Orange **County, California**. Each party hereby expressly and irrevocably consents to the jurisdiction of said court. At the request of either party, arbitration proceedings shall be conducted in the utmost secrecy. In such case, all documents, testimony and records shall be received, heard and maintained by the arbitrator in secrecy, available for inspection only by either party and by their attorneys and experts who shall agree, in advance and in writing, to receive all such information in secrecy. In all other respects, the arbitration shall be conducted pursuant to the Uniform Arbitration Act as adopted in the State of California and then existing rules and regulations of the American Arbitration Association governing commercial transactions to the extent such rules and regulations are not inconsistent with such Act or this Agreement.

## **IX. TERM AND NOTICE**

1. This Agreement shall become effective on **January 25, 2016**, and shall remain in effect until terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. Notwithstanding any such termination, all STUDENTS already enrolled in and participating in education experiences at SCHOOL at the time of the notice of termination shall be given a period of time not to exceed six (6) months from the date of the notice of termination during which to complete their education experiences at SCHOOL.
2. Any notice given under this Agreement may be given by personal delivery, overnight air express, or certified United States mail, return receipt requested. Notice shall be deemed to be given either (a) upon actual receipt, if notice is by personal delivery or by overnight air express; or (b) five (5) business days after mailing, if the notice is by United States mail, return receipt requested. Notice under this Agreement shall be given in writing to the parties at the addresses stated below, or to such other persons or places as either party may from time to time designate by written notice to the other party.

If to the UNIVERSITY:                      University of Phoenix  
College of Education  
1625 Fountainhead Parkway  
Mailstop: CF-SX03  
Tempe, AZ 85282

With a copy to:                              University of Phoenix  
Apollo Legal Services  
4025 S. Riverpoint Parkway  
Mail Stop AA-F102  
Phoenix, AZ 85040

If to the SCHOOL:

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first subscribed above.

**UNIVERSITY:**

**AGENCY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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Phone

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## EXHIBIT A

In accordance with Section II, paragraph 8, UNIVERSITY shall compensate the following upon completion of the STUDENT's assignment:

Mentoring Teacher	<u>\$30.00</u> /per week per student teaching assignment
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Vice President Hanacek called the meeting to order at 5:01 p.m. and asked if there were any members of the public who wished to address a closed session item. Seeing none, Vice President Hanacek announced that Attorney Jonathan Pearl will be present during closed session item 3A: Conference with Labor Negotiators; Attorney Dan Spradlin will be present during closed session item 3B: Conference with Legal Counsel – Anticipated Litigation – One Case; Attorney David Huff will be present during closed session item 3C: Conference with Real Property Negotiators; Attorney Jeanne Blumenfeld will be present during closed session item 3D: Conference with Legal Counsel – Existing Litigation; and staff has pulled closed session Item 3E:

At 5:04 p.m. the Board recessed to closed session to discuss: Conference with Labor Negotiators; discuss item 3B: Conference with Legal Counsel – Anticipated Litigation – One Case; discuss item 3C: Conference with Real Property Negotiators; and discuss item 3D; Conference with Legal Counsel – Existing Litigation.

Trustee Alpay arrived in closed session at 5:07 p.m.

The regular meeting of the Board reconvened to open session and was called to order by Vice President Hanacek at 7:05 p.m.

**ROLL CALL:**

PRESENT: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard, Reardon and Student Advisor Sorensen

ABSENT: Trustee Hatton-Hodson

Vice President Hanacek took a brief moment to recognize the tragic events of this past week and paraphrased a quote by author T.H. White used in *The Once and Future King*:

“The best thing for being sad ... is to learn something. That’s the only thing that never fails. You may grow old ... miss your only love ... see the world about you devastated by evil lunatics. There is only one thing for it then - to learn. Learn why the world wags and what wags it. That is the only thing which the mind can never exhaust, never alienate, never be tortured by, never fear or distrust, and never dream of regretting. Learning is the only thing for you. Look what a lot of things there are to learn.”

The Pledge of Allegiance was led by Vice President Hanacek.

**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 McNicholas, seconded by Trustee Reardon, and motion carried by a 6-0-1 vote to adopt the Board Agenda as presented.

## **Adoption of the Board Agenda**

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

Vice President Hanacek 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 in closed session for this item. The Board gave direction to staff.

### **Agenda Item 3B: Conference with Legal Counsel – Anticipated Litigation:**

Attorney Dan Spradlin was present in closed session for this item. There is no reportable action.

### **Agenda Item 3C: Conference with Real Property Negotiations:**

Attorney David Huff was present in closed session for this item. The Board gave direction to staff.

### **Agenda Item 3D: Conference with Legal Counsel – Existing Litigation**

Attorney Jeanne Blumenfeld was present in closed session for this item. There is no reportable action.

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

This item was pulled by staff prior to closed session.

### **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*

## **Special Recognitions**

Vice President Hanacek recognized Student Advisor Elizabeth Sorensen to introduce Capistrano Valley High School's Student Body President Sofia “Nikki” Izadshenas, together with Principal, Josh Hill and Activities Director, Steven Bryant. Nikki shared information about Capistrano Valley High School Cougar spirit, support of one another, and involvement in the over 80 clubs on campus and other campus activities.

### **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*

Vice President Hanacek recognized Ryan Burris, Public Information Officer, who provided information on the College and Career Fair recently housed by Aliso Niguel High School and recognized the event's organizers; Kathi Brevoort, College Fair Chair and Chief Organizer; Sue Hill, Council President and Debbie Bursey, Council Executive Vice President, assisted with event management and the logistics of the

event. The Board personally congratulated and thanked the PTA.

### **Learning in Capo Spotlight**

*Area 7 - Schools in Mission Viejo – Implementing real world learning and hands on concepts in science and engineering.*

Superintendent Kirsten Vital introduced a new Board Item; *Learning in Capo Spotlight*. The Superintendent stated this new item provides the opportunity to highlight exceptional practices and partnership in our schools. The first exemplary model is in Area 7 Schools in Mission Viejo where teachers are implementing real world learning and hands-on concepts in science and engineering. Principals and teachers from Castille Elementary School, Newhart Middle School and Capistrano Valley High School were introduced and presented information on their STEM pathway partnership and shared the exciting opportunities they have created for our schools for collaboration, commitment and focus on our students for hands-on science and engineering learning.

Superintendent Kirsten Vital shared information from the fourth and final meeting of the Community Facilities Committee and stated the Committee of 80 District families, community members, teachers and staff, as a group, has arrived at a consensus. The Community Facilities Committee Consensus Report will address District facilities, funding, community engagement and accountability and will be presented to the Board of Trustees at the December 9, 2015 Regular Board meeting. The Superintendent thanked Sonia Letourneau, Social Committee chair, and complemented her work in coordinating the District Thanksgiving feast which was attended and enjoyed by a large number of District employees. The Superintendent shared information from each of the school site and District activities which she attended over the past few weeks including visits at Hidden Hills Elementary School, Crown Valley Elementary School, the Esencia property, San Juan Hills High School, San Clemente High School, and Concordia Elementary Schools 60th Anniversary celebration. The Superintendent asked any Veterans present to stand and thanked them for their service. The Superintendent stated she attended a Veteran's Day ceremony at Canyon Vista Elementary School and recognized Castille Elementary School's Family Day honoring veterans and the many other District schools that held special Veteran's Day events. Superintendent Vital shared highlights from additional events she attended including CUCPTSA's Reflection Gallery Night showcasing student artwork from each school that had advanced in the competition; the 2016 Teacher-of-the-Year dinner which honor teachers in the State of California; lastly, the Superintendent shared her visit to Irvine Kaiser Permanente Campus with Pati Romo and ROP leaders and the enthusiasm of the students in the program and the planning and career path this program provides.

### **Board and Superintendent Comments**

Trustee Jones shared her recent visit to Orange County Business Council Workforce and Development Committee Meeting and referenced discussions concerning "career in a year", presented by special guest, Assembly Member Patrick O'Donnell. CUSD already does this through the Surgical Technologists Program. Carl Hankey K-8 is the only public K-8 IB program in South Orange County and the work being done by these young students.

Trustee McNicholas reported SCHS 52-0 and on to the second round of CIF play-offs. Shared her involvement over the years on the Reflections Gallery Night and the amazing work of students. Shared highlights from her visit at John S. Malcom Elementary School for the fun and moving Veteran's Day celebration; Orange County Teacher-of-the-Year Celebration; and tour of Kaiser. Trustee McNicholas complemented Pati Romo and the students for their dedication to the Pathways to Careers program at CUSD.



Vice President Hanacek asked the Board if agenda item 17 could be heard immediately following the Public Hearing item. By unanimous consent the Board agreed.

Due to the number of Blue Cards submitted, President Hatton-Hodson asked Trustees if they wished to waive the Board policy maximum time limit of 20 minutes for speakers, or limit the number of speakers or the amount of time to two minutes.

## Oral Communications

After discussion amongst Trustees, it was moved by Trustee Alpay, seconded by Trustee Reardon, and motion carried by a 6-0-1 vote to waive the time limit to allow all speakers address the Board.

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

The following speakers addressed the Board:

- *Sally White introduced the Aliso Niguel School Family and named the schools which comprise this 'Family.' Ms. White told the Board a different School Family will be attending each meeting.*
- *Farooq Ansari – the most direct responsibility to Solving the Summer Learning Gap Club. Club President, Mr. Ansari, provided information on the academic achievement gap and summer learning loss suffered by students from low socio-economic backgrounds. Mr. Ansari asked the Board to consider utilizing funds to invest in this program.*
- *Dawn Urbanek shared a lawsuit of Doe v. Albany Unified School District and Education Code 51210 and told the Board she will be publishing the list of donations to the District. Ms. Urbanek urged the Board to use her information to go to the State of California and get the money owed to the District.*

## **PUBLIC HEARINGS**

Vice President Hanacek opened the public hearing at 7:48 p.m. and introduced Mr. Dan Burch, interim Assistant Superintendent Communication Services. Mr. Burch introduced Mr. Kapil Mathur. Mr. Kapil Mathur provided a power point presentation and answered questions.

## Public Hearing: OCASA Agenda Item 1

The Following speakers addressed the Board:

- *Sally White, spoke against another charter in the District.*
- *Joel Peshkin urged the Board to focus on furthering STEM education in current classrooms.*
- *Michelle Ploessel-Campbell cautioned the Board to monitor the charter school and protect students currently enrolled.*
- *Josh Leuenberger, Mayra Novello, Geetika Mathur, Michelle Anderson, Frank Gonzalez, Todd Keener, Nicole Weatherbee, Charlotte Kritikes, Anna Breese, and Dorothy Lee all spoke in support of the OCASA petition.*

Superintendent Vital requested further clarification from Mr. Mathur, as to whether or not he is formally withdrawing the Prop 39 request. Mr. Mathur responded by stating, “It is our goal, as stated in the charter petition, to secure a private facility.” He further stated, they do not have a signed lease agreement in place and are pursuing multiple facilities that meet the requirements.

Trustees questioned Mr. Mathur in a comprehensive inquiry of the proposed charter school. Mr. Mathur explained and answered various questions and elaborated on the program and the students who would be attending the new charter school. After discussion amongst Trustees, Vice President Hanacek closed the public hearing on Agenda item 1 at 9:42 p.m.

President Hanacek suggested moving Agenda items 6, 10, 11, 12 and 15 to the December 9, 2015 Board meeting.

It was moved by Trustee McNicholas, seconded by Trustee Reardon, and motion carried by a 6-0-1 vote to move Agenda items 6, 10, 11, 12 and 15 to the December 9, 2015 meeting.

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

Vice President Hanacek opened the public hearing for Agenda item 2 at 9:47 p.m. With no notices received by the Clerk of the Board and no public speakers, Vice President Hanacek closed the public hearing Agenda item 2 at 9:48 p.m.

**Public Hearing:  
CSEA Initial  
Proposal for  
Negotiations  
Agenda Item 2**

Vice President Hanacek opened the public hearing Agenda item 3 at 9:48 p.m. After discussion amongst the Trustees, it was moved by Trustee Pritchard, seconded by Trustee Jones, and motion carried by a 6-0-1 vote.

**Public Hearing:  
District Contract  
Reopener  
proposal to CSEA  
Agenda Item 3**

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

Vice President Hanacek closed the public hearing Agenda item 3.

### **DISCUSSION/ACTION ITEMS**

President Hanacek introduced Mr. John Roach, Interim Assistant Superintendent, Personnel Services to discuss this item. Mr. Roach provided a summary of the Board policies.

**Board Policies  
0410, 4030 and  
5180  
Nondiscrimination  
Exhibit 17**

The following speakers addressed the Board:

- *Danielle Serio, resident of RSM, stated some students feel unwelcomed and alienated during the school day due to nondiscrimination and supports the revised policy.*
- *Sid Piravi, sophomore at San Juan Hills High School. As a transgender, he felt unacceptance of his identity at school and wants to be seen as an equal.*

After discussion amongst the Trustees, it was unanimously decided to bring back the

Board Policies 0410, 4030 and 5180, with suggested revisions from the Trustees, for a second reading at the December 9, 2015 Board Meeting.

Student Advisor Elizabeth Sorensen excused herself from the meeting in the 10 o'clock hour.

President Hanacek introduced John Roach, Interim Assistant Superintendent Personnel Services to present this item. Mr. Roach stated Staff requests approval of the MOU.

**MOU CSEA  
Agenda Item 4**

It was moved by Trustee Reardon, seconded by Trustee McNicholas and motion carried by a 6-0-1 vote to approve the MOU agreement with the District and CSEA for November 19, 2015 – June 30, 2016.

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

President Hanacek introduced Mr. Clark Hampton, Deputy Assistant Superintendent, Business and Support Services to present this item. Mr. Hampton presented a Power Point presentation introduced the boundary areas, based on study areas.

**Boundary  
Adjustments for  
Crown Valley  
Agenda Item 5**

The following speakers addressed the Board:

- *Michelle Ploessel-Campbell, stated her concerns of a negative impact on homes that are affected by the boundary changes. She asked what is being done to revitalize the Hidden Hills area.*

This item will be brought back for a Public Hearing during the December 9, 2015 Board meeting.

President Hanacek introduced Clark Hampton, Deputy Assistant Superintendent, Business and Support Services, to present this item.

**Esencia k-8  
Agenda Item 7**

This item will be brought back for the December 9, 2015 Board meeting.

President Hanacek introduced Superintendent Vital, Superintendent to present this item. She stated an error in the Policy and requested the Board place this item on consent, with the revisions, at the next Board meeting.

**Board Policy  
2111, Assistants  
to the Chief  
Administrative  
Officer  
Agenda Item 8**

After discussion amongst the Trustees, it was unanimously decided to bring this item back for the December 9, 2015 Board meeting.

President Hanacek introduced Superintendent Vital to present this item. She stated the reasoning for the Board policy.

**Board Policy  
2210,  
Administrative  
Leeway  
Agenda Item 9**

After discussion amongst the Trustees, it was unanimously decided to bring this item back for the December 9, 2015 Board meeting, with suggested revisions by Trustees.

President Hanacek introduced Susan Holliday, Interim Assistant Superintendent Education Services, to present this item. She provided a summary of revisions to the Board policy.

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

The following speakers addressed the Board:

- *Michelle Ploessel-Campbell, requested the Board give priority in the School of Choice program.*

After discussion amongst the Trustees, it was suggested to bring back this item for the December 9, 2015 Board meeting, with suggested revisions by Trustees.

President Hanacek introduced Susan Holliday, Interim Assistant Superintendent Education Services, to present this item. She stated revisions were made to the Policy and advised the immediate need for training the administration of epinephrine pens.

**Board Policy  
5162,  
Administering  
Medications  
Exhibit 14**

After discussion amongst the Trustees, staff was directed to begin training. Trustees unanimously decided to bring this item back for the December 9, 2015 Board meeting, with Trustees revisions.

Vice President Hanacek introduced John Roach, Interim Assistant Superintendent, Personnel Services to present this item.

**Board Policies  
4119.11, 4219.11,  
4319.11, Sexual  
Harassment  
Exhibit 16**

After discussion amongst the Trustees, the Board suggested revisions to the Policy.

John Roach, Interim Assistant Superintendent Personnel Services introduced this item.

**Board Policies  
1312.1, 1312.2,  
1312.3 Uniform  
Complaint  
Procedures  
Exhibit 18  
Items Pulled from  
the Consent  
Calendar**

After discussion amongst the Trustees, the Board suggested revisions to the Policy.

Vice President Hanacek asked Trustees for items they wished to pull from the Consent Calendar. Item 29 was pulled.

### **CONSENT CALENDAR**

It was moved by Trustee McNicholas, seconded by Trustee Reardon, and motion carried by a 6-0-1 vote to approve the Consent Calendar, with the removal of Item 29 for additional discussion, and move the balance of calendar items:

#### **ROLL CALL:**

AYES:	Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard and Reardon
NOES:	None
ABSENT:	Trustee Hatton-Hodson
ABSTAIN:	Trustee Alpay, abstain from item 20 only

Trustee McNicholas asked questions regarding credentialing; staff provided clarification. It was moved by Trustee McNicholas, seconded by Trustee Alpay and motion carried by a 6-0-1 vote to approve Consent Calendar item 29.

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

It was moved by Trustee Reardon, seconded by Trustee Alpay, and motion carried by a **Adjournment** 6-0-1 vote to adjourn the meeting.

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

Vice President Hanacek announced the meeting adjourned.

\_\_\_\_\_  
Board Clerk

\_\_\_\_\_  
Secretary, Board of Trustees

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

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

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

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

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

**ROLL CALL:**

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

MEMBERS ABSENT:     Lynn Hatton-Hodson

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

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

**Pledge of  
Allegiance**

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

**Permanent  
Record**

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

**Adoption of the  
Board Agenda**

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

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

Superintendent Vital reported the following action taken during closed session:

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

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

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

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

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

There is no reportable action.

**Agenda Item 3C: Student Expulsions**

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

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

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

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

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

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



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

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

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

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

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

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

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

**Musical  
Performance**

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

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

**Special  
Recognitions**

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

**Learning in Capo Spotlight**

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

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

**Break**

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

**Board and  
Superintendent  
Comments**

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

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

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

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

**Oral  
Communications**

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

The following speakers addressed the Board:

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

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

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

### **DISCUSSION/ACTION ITEMS**

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

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

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

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

Trustees selected to serve on the following ad hoc committees:

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

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

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

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

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

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

AYES: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard, and

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

Reardon  
NOES: None  
ABSENT: Trustee Hatton-Hodson

President Hanacek introduced Superintendent Vital to announce this item:

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

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

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

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

## **PUBLIC HEARING**

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

The following speakers addressed the Board:

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

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

## **DISCUSSION/ACTION**

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

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

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

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

**Boundary  
Adjustments  
Crown Valley  
Agenda Item 7**

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

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

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

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

**Community  
Committee  
Report  
Agenda 8A**

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

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

Trustee Jones reviewed the Consensus Report and appreciated the recommendations of the Community Committee.

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

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

Due to the number of Blue Cards submitted, it was discussed amongst Trustees to waive Board Policy, Bylaw of the Board §9323(b), *Meeting Conduct* to hear all

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

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

The following speakers addressed the Board:

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

After discussion amongst Trustees, Trustee McNicholas restated her original motion to adopt Resolution 1516-30 to approve the Resolution, seconded by Trustee Hanacek. By a 3-3-1 vote, motion to approve the Resolution to deny the Petition for the Orange County Academy of Sciences and Arts Charter School. Therefore, it is understood (at the expiration of sixty days after submission of the Petition), to be a constructive denial of the Petition and staff will provide notice to OCASA of the denial.

**ROLL CALL:**

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

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

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

Trustee Reardon motioned to schedule a Special Meeting when all Trustees of the Board can be present to vote on this item on or before December 19. Trustee Alpay

inquired if a telephone call to the absentee Trustee to schedule a Special Meeting was prudent.

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

**Break**

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

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

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

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

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

**Extend Board  
Meeting to  
Midnight**

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

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

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

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

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

The following speaker addressed the Board:

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

Trustee Alpay suggested one modification of this policy by deleting "CSBA Publication" at the end of the document, they are not controlling authority.

It was moved by Trustee Alpay, seconded by Trustee McNicholas and motion carried by a 6-0-1 vote to approve Board Policies 0410, *Nondiscrimination In District*

*Programs and Activities; 4030, Nondiscrimination in Employment; and 5180, Nondiscrimination, as amended above.*

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

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

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

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

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

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

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

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

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

The following speaker addressed the Board:

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

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

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

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

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

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

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

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

The following speakers addressed the Board:

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

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

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

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

President Hanacek moved forward Item 30 from the Consent Calendar.

**Internship CSU  
San Marcos  
Agenda Item 30**

The following speaker addressed the Board:

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

*item.*

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

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

President Hanacek moved forward Item 38 from the Consent Calendar.

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

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

The following speaker addressed the Board:

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

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

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

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

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

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

**Extend Board  
Meeting past  
Midnight**

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

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

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

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

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

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

**ROLL CALL:**

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

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

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

Trustee Pritchard recused himself.

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

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

**ROLL CALL:**

AYES: Trustees Alpay, Hanacek, Jones, McNicholas and Reardon  
NOES: None

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

**WIGS  
Agenda 11**

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

ABSENT: Trustees Hatton-Hodson and Alpay  
ABSTAIN: Trustee Pritchard

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

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

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

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

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

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

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

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

Superintendent Vital stated there were no significant changes.

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

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

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

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

**Board Policy  
5111  
Admissions  
Agenda Item 20**

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

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

AYES: Trustees Hanacek, Jones, McNicholas, Pritchard, and Reardon  
NOES: None



ABSENT: Trustees Alpaya and Hatton-Hodson

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

**Board Policy  
5111.1  
District  
Residency  
Agenda Item 21**

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

AYES: Trustees Hanacek, Jones, McNicholas, Pritchard, and Reardon

NOES: None

ABSENT: Trustees Alpaya and Hatton-Hodson

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

**Board Policy  
5118  
Interdistrict  
Attendance  
Agreements  
Agenda Item 22**

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

AYES: Trustees Hanacek, Jones, McNicholas, Pritchard, and Reardon

NOES: None

ABSENT: Trustees Alpaya and Hatton-Hodson

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

**Board Policies  
1312.1; 1312.2;  
1312.3 Uniform  
Complaint  
Procedures  
Agenda Item 23**

It was moved by Trustee McNicholas, seconded by Trustee Jones and motion carried by a 5-0-2 vote to approve Board Policies 1312.1, *Complaint Procedures*; 1312.2, *Complaints Concerning Instructional Materials*; and 1312.3, *Uniform Complaint Procedures*.

AYES: Trustees Hanacek, Jones, McNicholas, Pritchard, and Reardon

NOES: None

ABSENT: Trustees Alpaya and Hatton-Hodson

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

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

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

AYES: Trustees Hanacek, Jones, McNicholas, Pritchard, and Reardon

NOES: None

ABSENT: Trustees Alpaya and Hatton-Hodson

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

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

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

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

**Items Pulled from  
the Consent  
Calendar**

### **CONSENT CALENDAR**

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

### **ROLL CALL:**

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

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

**Adjournment**

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

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

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Board Clerk

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Secretary, Board of Trustees

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

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

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

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

**ROLL CALL:**

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

ABSENT:                     Student Advisor Elizabeth Sorensen

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

**Pledge of  
Allegiance**

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

**Permanent  
Record**

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

**Adoption of the  
Board Agenda**

**ROLL CALL**

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

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

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

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

No action required.

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

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

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

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

The Board gave direction to Staff.

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

**Board and  
Superintendent  
Comments**

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

President Hanacek announced speakers will be heard for oral comments.

**Oral  
Communications**

The following speakers addressed the Board:

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

Arrival of Student Advisor Elizabeth Sorensen was noted before discussion/actions items began but the time was not noted.

**DISCUSSION/ACTION ITEMS**

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

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

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

Trustee Alpay requested additional information. Superintendent Vital provided further clarification and suggested the resolution go forward. Trustee Alpay suggested a Board Policy be drafted to replace the Resolution. Staff was directed to bring Resolution forward at a future meeting and make sure it aligns procedurally with Board Policy.

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

**ROLL CALL:**

AYES: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard,

Reardon, Hatton-Hodson and Student Advisor Sorensen  
NOES: None  
ABSENT: None

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

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

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

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

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

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

**Items Pulled from  
the Consent  
Calendar**

**CONSENT CALENDAR**

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

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

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

**Adjournment**

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

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

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Board Clerk

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Secretary, Board of Trustees

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

President Hanacek called the workshop to order at 6:01 p.m.

The Pledge of Allegiance was led by Board President Hanacek.

## ROLL CALL

PRESENT: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas, Reardon  
and Student Advisor Sorensen  
ABSENT: Trustees Alpay and Pritchard

It was moved by Trustee Hatton-Hodson, seconded by Trustee Reardon and motion carried by a 5-0-2 vote to adopt the Board agenda. **Adoption of the Board Agenda**

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

## INFORMATION/DISCUSSION

Dr. Susan Holliday, Assistant Superintendent Education Services facilitated the workshop. She presented work completed in the past. Dr. Holliday introduced Mark Patterson. He discussed college, career planning and health.

**Board and Superintendent Workshop: High School Graduation Requirements Agenda Item 1**

The following speakers addressed the Board:

- *Jack Iverson, a retired teacher from CUSD, supports the health classes and stated its invaluable and fundamental. He expressed the crucial need to keep in the 9<sup>th</sup> grade and to keep face-to-face and not online.*
- *Angie Tisdell, discussed decisions of the student, to be open to what is being taught, to allow students to choose classes; suggested lecture style class.*

Superintendent Vital stated the District is accountable for a well-thought out program; Student Advisor Sorensen suggested a new text book for the health class, keep health mandatory, agrees with testing out; Trustee Hatton-Hodson stated an online health class is not beneficial; Trustee Jones questioned how to fit Health into the program; Trustee McNicholas stated health should not be required, offer summer program; Trustee Reardon stated health is appropriate for 9<sup>th</sup> grade, make it a requirement. The Trustees discussed additional concerns and alternatives.

The workshop was conducted in an orderly manner with a more informal setting in order to enable all members of the audience to participate in the discussion by asking questions and adding comments during the presentation and ensuing discussions.



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

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

Trustee Hanacek announced the workshop adjourned at 8:14 p.m.

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Board Clerk

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Secretary, Board of Trustees

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



## THE SCHOOL EMPLOYERS ASSOCIATION OF CALIFORNIA

### JOINT POWERS AGREEMENT

THIS AGREEMENT is made and entered into between SDs, CCDs, county offices of education, and the other public agencies designated on Exhibit 1. Additional agencies may join and Exhibit 1 will be amended from time-to-time.

#### RECITALS

1. The purpose of this Agreement is to provide employers services through the School Employers Association of California, an independent Joint Powers Agency ("JPA"), in order to maintain programs, policies, and procedures necessary to understand and be guided by the provisions of the Educational Employment Relations Act, California Government Code Sections 3540, et seq.
2. The coordinated programs and services to be provided will result in benefits to each member agency. Such coordinated services will result in less cost to the taxpayers than if such services were separately provided.
3. Each member is public agency as defined by Government Code Section 6500 et seq. and is authorized and empowered to contract for the joint exercise of powers common to each member.

NOW, THEREFORE, in consideration of the mutual promises set out, the parties agree as follows:

#### ARTICLE I: POWERS AND PURPOSES

**ASSOCIATION CREATED.** The Association is formed by this Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California. The Association shall be a public entity separate from the parties here to and its debts, liabilities and obligations shall not be the debts, liabilities and obligations of its members.

1. **PURPOSE OF THE AGREEMENT: Common Powers to be Exercised.** Each member individually has the statutory ability to provide programs and services in the field of

employer-employee relations. The purpose of this Agreement is to jointly exercise the foregoing common powers in the manner set forth herein.

2. **EFFECTIVE DATE OF FORMATION.** The independent Association shall be formed as of July 1, 2002, or such later date as agreed to in writing by a majority of the members (the "Effective Date").
3. **MEMBER AGENCIES.** The member agencies are SDs, CCDs, county offices of education and similar public agencies listed on Exhibit 1. An agency may join upon execution of this Agreement and an affirmative vote of the majority of the SEAC Board.
4. **POWERS.** Pursuant to and to the extent required by Government Code Section 6509, the Association shall be restricted in the exercises of its powers in the same manner as is a SD. Through the Board the Association shall have the power to do any of the following in its own name:
  - A. To exercise the common powers of its members in providing programs and services in the field of employers-employee relations.
  - B. To make, assume and enter into contracts, including contracts with members.
  - C. To determine compensation and working conditions and negotiate contracts with employees and professional organizations.
  - D. To employ such agents, employees and other persons as it deems necessary to accomplish its purpose.
  - E. To employ an Executive Director, accountable to the Board, to administer the provisions of this Agreement. The Executive Director shall serve at the pleasure of the Board and may hire subordinate employees.
  - F. To lease, acquire, hold and dispose of property.
  - G. To invest surplus funds.
  - H. To incur debts, liabilities, or obligations, provided that all long term bonded indebtedness, certificates of participation or other long-term debt financing require the prior consent of the members as set out in Article IV hereof.
  - I. To sue and be sued in its own name.
  - J. To apply for grants, a loan, or other assistance from persons, firms, corporations, or governmental entities or to file for mandated reimbursement.
  - K. To use any and all financing mechanisms available to the Association, subject to the provisions of Article IV hereof.
  - L. To prepare and support legislation related to the purposes of the Agreement.
  - M. To lease, acquire, construct, operate, maintain, repair and manage new or existing facilities as well as to close or discontinue the use of such facilities.
  - N. To levy and collect payments and fees for services.
  - O. To provide related services as authorized by law.
  - P. To contract for the services of attorneys, consultants and other services as needed.
  - Q. To purchase insurance or to self-insure and to contract for risk management services.
  - R. To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Association.
  - S. To establish one or more types of associate or subsidiary memberships

## ARTICLE II: ORGANIZATION

1. **MEMBERSHIP.** The members of the Association shall be the original parties hereto, which have not withdrawn from the Association, as set out on Exhibit 1, and such other school and CCDs, county offices of education, and public agencies as may join the Association after execution of this Agreement. New members may join on the terms and conditions set out in Article VII hereof.
2. **GOVERNANCE STRUCTURE.** The independent JPA governance structure shall be a nine-member Board of Directors. Only superintendents of public SDs and county offices of education, and presidents/chancellors of CCDs from member districts in California may be elected as Directors. Designees other than the elected Director may serve in the elected director's seat with a majority vote of the entire Board.
3. **ELECTION PROCEDURES.**
  - A. The nine members of the board shall be elected to three-year terms with a limit of two consecutive terms. After one year off the board, a member may be nominated for reelection. Three members shall be elected annually. The election process shall follow these steps:
    - 1) Not later than July 1 of each year, commencing in July 2002, Not later than August 1 of each year, the Chair of the Nominating Committee shall call a meeting of the Nominating Committee to propose names of possible candidates. The slate of nominees may be the minimum number needed to fill the upcoming vacancies, or may be additional nominees.
    - 2) Not later than September 1 of each year, the Chair of the Nominating Committee shall submit a report and recommendations to the Board of Directors. A majority vote of the Board of Directors is required to make the nominations official.
    - 3) Not later than October 1 each year, the Executive Director shall mail a ballot to all members. The ballot shall include the names of the nominees, a brief vita for each, and a nominee's statement, not to exceed 50 words.
    - 4) Ballots are due in the SEAC Office not later than November 1 of each year. The chair of the Nominating Committee shall call a meeting of the Nominating Committee to count the ballots, certify the results, and report the results to the Chair of the Board of Directors. After Board action to receive the results, the Chair of the Board of Directors shall inform the nominees of the results in writing.
    - 5) After receipt of the results, the newly elected Board Members shall be contacted by the Executive Director and provided with materials and information needed to begin service as SEAC Board Director.
  - B. Board Member Attendance. Board members shall attend all scheduled or called meetings of the board. Two absences without notification and a valid excuse within a calendar year will cause the Chair of the Board to contact the director to determine continued availability and interest in serving on the Board. If the director indicates he/she is unable to continue service on the Board, the Chair of the Board shall contact the Chair of the Nominating Committee to determine if former nominees or candidates are recommended to serve out a term. If so, the Chair of the Board will contact one of them, and if he/she agrees, will be appointed to complete the term upon ratification of a

majority of the Board. If no former nominees or candidates are available, the Chair of the Board shall ask the Chair of the Nominating Committee to reconstitute the committee and submit a name or names.

- C. **Directors Expenses at Board Meetings.** Directors and their employers will not be paid or reimbursed for expenses for attendance at the Board meetings, unless reimbursement is approved by the Executive Director prior to the annual budget preparation deadline.
- 4. **PRINCIPAL OFFICE.** The principal office of the Association shall be 2172 Dupont Drive, Suite 13, Irvine, California 92612, or as may be otherwise designated by the Board from time to time.
- 5. **MEETINGS.**
  - A. **First Meeting.** The first and organizational meeting of the Association shall be held at its principal office on the Effective Date, or on another date otherwise designated by the Board.
  - B. **Location of the Board Meeting.** The Board shall meet at the principal office of the Association or at such other place as may be designated by the Board. The time and place of the regular meetings of the Board shall be determined by resolution adopted by the Board, and a copy of such resolution shall be furnished to each party hereto. All Board meetings, including regular, adjourned and special meetings, shall be called, noticed and held in accordance with the Ralph M. Brown Act, Section 54950, et seq. of the Government Code (the "Brown Act") as it may be amended from time to time.
  - C. **Quorum: Voting.** A majority of the Directors shall constitute a quorum for the purpose of the transaction of business relating to the Association. Each Director, or alternate in the absence of any voting Director, shall be entitled to one vote. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Association.
  - D. **Officers.** At its organizational meeting, the Board shall elect from among its members a chair and vice-chair and thereafter, at the first meeting in each calendar year, the Board shall elect or re-elect a chair and vice-chair. In the event that the chair or vice-chair ceases to be a Director, the resulting vacancy shall be filled in the same manner at the next regular meeting of the Board held after such vacancy occurs. In the absence or inability of the chair to act, the vice-chair, shall preside at and conduct all meetings of the Board. In the absence of the chair and vice-chair, the Board shall elect a chair *pro tempore* to preside at and conduct the meeting. The Board shall also appoint a secretary.
  - E. **Minutes.** The secretary to the Association shall provide notice of, prepare and post agendas for, and keep minutes of regular, adjourned regular, and special meetings of the Board, and shall cause a copy of the minutes to be forwarded to each Director. The secretary will otherwise perform the duties necessary to ensure compliance with the Brown Act and other applicable rules or regulations.
  - F. **Rules.** The Board may adopt from time to time such bylaws, rules and regulations for the conduct of its affairs that are not in conflict with this Agreement, as it may deem necessary.
  - G. **Fiscal Year.** The Association's fiscal year shall be July 1 of each year, or in year of its formation, the Effective Date, to and including the following June 30.

- H. **Assent of Members.** The assent or approval of a member in any matter requiring the approval of the governing body of the member shall be evidenced by a copy of the resolution of the governing body filed with the Association.
- I. **Committees.** The Board may establish standing or ad hoc committees or subcommittees composed of Board members, staff, member public agency and/ or the public to make recommendations on specific matters.
- J. **Additional Officers and Employees: Contract Services.**
  - 1) Pursuant to Government Code Sections 6505.5 and 6505.6, the Board shall appoint an officer or employee of the Association, an officer or employee of a member public agency or a certified public accountant to hold the offices of treasurer and auditor for the Association. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for the Association required by Government Code Sections 6505, 6505.5, and 6505.6, including any subsequent amendments thereto. Pursuant to Government Code Section 6505.1, the clerk of the Association and the auditor and treasurer shall have charge of certain property of the Association. The treasurer and auditor shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Association. The treasurer, auditor and clerk of the Association may be required to file an official bond with the Board in an amount that shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriated expenses of the Association.
  - 2) The Board may appoint general counsel and special counsel to the Association to serve as necessary.
  - 3) The Board may contract with a member to provide necessary administrative services to the Association as appropriate. Any administrative duties also may rotate from year to year.

### **ARTICLE III: OPERATIONS AND EQUIPMENT**

- 1. **ASSETS AND LIABILITIES.** An up-to-date list of all SEAC personnel, employment agreements, pension agreements, assets (including but not limited to real property, equipment, reserves, contracts and deposits) and all known liabilities (including but not limited to tort and workers' compensation cases and claims) shall be maintained by the secretary to the board.
- 2. **OPERATIONS.** The operations of the association's office, the management of the association's funds (within the policies of the board), and the supervision and evaluation of staff and independent contractors shall be the responsibility of the executive director under the direction of the board of directors.

## ARTICLE IV: FUNDING OF OPERATIONS

### 1. BUDGET PROCEDURES

- A. The Executive Director and Designated Staff shall be responsible for the finances of the Association using accepted accounting practices. The Board of Directors is accountable of the membership for the establishment and oversight of all fiscal policies and practices.
- B. The budget process shall be year-round based on a fiscal year beginning July 1 and ending on June 30. The Board of Directors shall adopt the annual budget no later than May 15 of each year. The Board of Directors shall receive quarterly financial reports, and, at its discretion, may order additional financial reports.
- C. Fiscal policies shall be adopted and revised by the Board of Directors.
- D. The Executive Director and Designated Staff shall develop fiscal procedures as required by law and adopted by the Board of Directors.

2. **EXPENDITURES FOR THE APPROVED BUDGET.** All expenditures within the designations and limitations of the approved general budget shall be made on the authorization of the Board for general budgeted shall be made without the approval of a majority of all of the Directors of the Board amending the budget and appropriations.

3. **CONTRIBUTIONS FOR BUDGETED AMOUNTS.** By becoming a signatory, a member agency agrees to provide the Association with a total annual payment, based upon the SD's, CCD's, and public agency's Average Daily Attendance, or the number of employees of the member COE, based on the current California Basic Educational Data System (CBEDS) data, and as set forth in the following fee schedule.

<u>NUMBER OF COUNTY</u> <u>DISTRICT ADA</u>	<u>OR</u>	<u>EMPLOYEES</u>	<u>ANNUAL FEE</u>
0 - 200		1 - 150	\$164
201 - 900		151 - 300	\$332
901 - 1,500		301 - 450	\$661
1,501 - 2,500		451 - 600	\$994
2,501 - 5,000		601 - 750	\$1,325
5,001 - 7,500		751 - 900	\$1,490
7,501 - 10,000		901 - 1,100	\$1,655
10,001 - 15,000		1,101 - 1,300	\$1,987
15,001 - 20,000		1,301 - 1,500	\$2,236
20,001 - 30,000		1,501 - 1,700	\$2,486
30,001 - 60,000		1,701 - 1,900	\$3,413
Over - 60,001		Over - 1,900	\$4,139

A ten percent late fee will be charged after 90 days.

The above fee schedule may be modified by a majority of the Board of Directors no more than once each fiscal year. Fee modification, if any, shall be determined no later than April 1. Any such modified fee schedule shall become effective on July 1, following modification.



This Agreement shall continue in effect as to each member unless written notification of cancellation of this Agreement is submitted to the Board not later than April 1 of any year.

4. **TERMINATION.** Failure by any member to make payments when due constitutes grounds for expulsion from the Association. Prior to expulsion, the Association shall provide written notice of its intention to expel such member if payment is not received within thirty (30) days of the date of such notice. Failure to make payments when due shall constitute grounds for expulsion and/or imposition of an Association-determined late fee. Alternatively, or in addition to the remedies set forth herein, the Association may bring legal action to collect unpaid amounts.
5. **ASSOCIATION COOPERATION.** The Association agrees to fully cooperate with each of the members in pursuing federal and/or state claims for mandated cost reimbursements.
6. **OWNERSHIP.** Except as provided herein, all personal property, including but not limited to, facilities contracted, installed, acquired or leased by the Association, apparatus and equipment, personnel and other records and any and all reserve funds, shall be held in the name of the Association for the benefit of the members of the Association in accordance with this Agreement.
7. **DISPOSITION OF ASSETS UPON TERMINATION.** The Association by a 2/3 vote may vote to terminate this Agreement, or termination will occur if only one member is left in the Association. If termination occurs, all surplus money and property of the Association shall be conveyed or distributed to each member in proportion to all funds provided to the Association by that member on behalf of that member during its membership. Each member shall execute any instruments of conveyance necessary to effectuate such distribution or assignment.
8. **LIABILITIES.** Except as otherwise provided herein, the debts, liabilities and obligations of the Association shall be the debts, liabilities or obligations of the Association alone and not of the parties of this Agreement. There shall be no joint and several liabilities of members.

## **ARTICLE V: ACCOUNTING AND AUDITS**

1. **ACCOUNTING PROCEDURES.** Full books and accounts shall be maintained for the Association in accordance with practices established by or consistent with, those utilized by the Controller of the State of California for like public entities. In particular, the Association's auditor and treasurer shall comply strictly with requirements governing joint powers agencies, Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500).
2. **AUDIT.** The records and accounts of the Association shall be audited annually by an independent certified public accountant. Copies of the audited financial reports, with the opinion of the independent certified public accountant, shall be filed with the County Auditor, the State Controller and each member within six (6) months of the end of the fiscal year under examination.

3. **BANK ACCOUNTS.** The Association may establish bank accounts and other legal financial accounts.

## **ARTICLE VI: SERVICES TO BE PROVIDED**

4. The Association will provide the following services and member agencies agree to contribute information available to them as requested by the Association:

A. Library – Clearing House: Compile a central-file library of resources for the use of all member agencies which includes, but is not limited to, the following kinds of documents from all available sources, with the primary area of concentration being California.

- 1) District policies, rules and regulations.
- 2) Representation election data and material from both union and management.
- 3) Union bylaws, constitutions and financial information.
- 4) Recognition agreements and stipulated unit determinations.
- 5) Collective bargaining agreements and initial proposals.
- 6) Arbitration awards, factfinding recommendations, and related materials.
- 7) Information about and from the Public Employment Relations Board (PERB).
- 8) Rulings and legal case decisions provided from other employer-employee relations and law libraries.
- 9) Arbitrators and factfinders list.

The Association shall index and publish the above-listed documents in a catalog that shall be distributed to all member agencies. Upon request, the Association will provide, free of charge, one (1) copy of any document listed in the catalog. Additional copies shall be provided at cost to the requesting member agency. The Board of Directors will set the cost of materials.

B. Reporting: Prepare and distribute regular newsletters and special bulletins to member agencies reporting on PERB and court decisions; legislative developments; recent contract proposals and settlements; strikes; survey results; recognition demands and petitions filed; election results; recognitions granted; arbitration awards; and factfinding awards.

C. Surveys: Compile and publish, in cooperation with member agencies, survey data covering wages, benefits, contract terms, etc. This data is to be collected and compiled with a view toward use in collective bargaining and factfinding.

D. Workshops: Sponsor conferences and workshops as determined by the Board of Directors on the full range of labor-management relations.

E. Legislation: Develop and coordinate legislative efforts, when directed by the Board of Directors.

F. General Coordination:

- 1) Coordinate the efforts of member agencies that have pending PERB matters, including rule-making procedures and important areas of case decisions; furnish “amicus curiae” support in cases of general employer interest. This shall be accomplished in coordination with the counsels representing the SDs, CCDs, county offices of education and other public agencies and/or through special legal service contracts as authorized by law.

- 2) Provide information to individual member agencies regarding resolution of common problems. Coordinate efforts and develop appropriate general management positions.

## **ARTICLE VII: ADDITION OF MEMBERS AND WITHDRAWAL**

### **1. ADDITION OF MEMBERS.**

- A. Members may join the Association by signing and transmitting a copy of the Agreement to the SEAC office. Upon receipt of the signed Agreement the Association will sign and return a copy.
- B. Initial Term. School and CCDs, county offices of education and other public agencies shall be members of the Association for an initial one-year term.
- C. Subsequent Terms. Membership terms shall automatically renew year to year, on the same terms and conditions as the prior term, unless the member notifies the Association in writing 90 days prior to June 30.

### **2. MEMBER WITHDRAWAL.** Members may withdraw from the Agreement on June 30 with the 90-day notification.

### **3. ADDITIONAL TYPES OF MEMBERSHIPS.** The Board may establish one or more types of associate or subsidiary memberships.

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## **ARTICLE VIII: NOTICE OF AGREEMENT**

1. **INITIAL NOTICE.** Upon the Effective Date of this Agreement, the Association shall timely file with the Office of the Secretary of State the information required by Government Code Sections 6503.5 and 53051.
2. **NOTICE TO MEMBERS.** Notice to members shall be deemed given when mailed to them, first class, postage prepaid, or faxed to the address/or fax number set out by their signatures.
3. **AMENDMENT.** This Agreement may not be amended or modified, except to add members, unless by a vote of two-thirds of all of the members; provided however, that no amendment shall change the length of a term, during the pendency of any term.
4. **HEADINGS.** The headings in this Agreement are for convenience only and are not to be construed as modifying or explaining the language in the section referred to.
5. **SEVERABILITY.** Should any part, term, or provision of this Agreement be determined by a court to be illegal or unenforceable, the remaining portions or provisions of this Agreement shall nevertheless be carried into effect.
6. **NO CONTINUING WAIVER.** No waiver of any term or condition of this Agreement shall be considered a continuing waiver thereof.
7. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon any successors or assignees of the members. No member may assign any right or obligation hereunder without the prior written consent of a majority of all of the Directors of the Board.
8. **NO THIRD PARTY BENEFICIARY.** The members agree that except as provided in Article IX, Section 7 as above, the provisions of this Agreement are not intended to directly benefit, and shall not be enforceable by, any person or entity not a party to this agreement.

IN WITNESS WHERE, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth herein below.

MEMBER AGENCY

Capistrano Unified School District

Name of Agency

By

Signature

John A. Roach

Typed or Printed Name

Title Interim Assistant Superintendent, Personnel Services

Date 12/17/2015

JOINT POWERS AGENCY

School Employers Association of California

Name of Agency

By

Signature

Ruben L. Ingram, Ed.D.

Typed or Printed Name

Title Executive Director

Date

12 / 17 / 15

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 24, 2016  
Classified Employees

**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original</u>	<u>Date of</u>
1. Barrow, Karin	Sub LVN	Other Employment	01/04/2016	02/03/2016
2. Cone, Kristen	Elem Sch Clerk	Voluntary	02/08/2016	02/09/2016
3. Gomez, Adam	IF-Sp Ed	Voluntary	02/27/2014	02/11/2016
4. Guzman, Reanna	LVN	Voluntary	01/28/2016	02/04/2016
5. Hernandez, Jessica	Academic Advisor	Voluntary	01/30/2012	02/03/2016
6. Hurtado, Maria	FS Worker	Exp Paid Leave	11/14/2002	02/11/2016
7. McCullough, Kathleen	FS Worker	Voluntary	01/28/2016	01/30/2016
8. Persons, Jeffrey	TSS I	Resignation	09/25/2006	02/19/2016
9. Pino-Miranda, Maria	Presch Site Facilitator	Exp Paid Leave	09/05/1985	02/11/2016
10. Stubner, Thomas	Sub IF-Sp Ed	Other Employment	04/01/2015	02/16/2016
11. Verrengia, Sandra	Sub Student Supvr	Voluntary	10/10/2013	02/08/2016

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range</u>	<u>Effective</u>
12. Graffeo, Theresa	Academic Advisor (10.75mo/40hpw)	\$ 3,605.43 mo	R35-1	02/25/2016
13. Pilot, Janet	Supervisor IV, Purchasing (12mo/40hpw)	\$72,591.00 mo	MGMT R36-10	03/01/2016
14. Wilson, Dianna	Int Office Asst (10.75mo/40hpw)	\$ 2,816.56 mo	R25-1	02/18/2016

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range</u> <u>Step</u>	<u>Effective</u> <u>Date</u>
15. Blanco, Margaret	Blngl Comm Svcs Liaison	\$17.90 hr	R23-1	02/02/2016
16. Cunningham, Hailey	IF-Sp Ed (9.5mo/17.5hpw)	\$15.09 hr	R22-1	02/25/2016
17. Labbe Howard, Elisabeth	FS Cashier (9.5mo/10hpw)	\$13.01 hr	R16-1	02/25/2016
18. Palo, Rachel	IF-Sp Ed (9.5mo/32.5hpw)	\$15.09 hr	R22-1	02/25/2016
19. Pierce, Allison	IF-Sp Ed (9.5mo/32.5hpw)	\$15.09 hr	R22-1	02/25/2016

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**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range</u>	<u>Effective</u>
20. Woolwine, Richard	IF-Sp Ed (9.5mo/30hpw)	\$15.09 hr	R22-1	02/25/2016

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range</u> <u>Step</u>	<u>Effective</u> <u>Date</u>
21. Brown, Jessica	Student Supvr	\$10.00 hr		01/13/2016
22. Collingsworth, Palmira	Clerk	\$15.47 hr	R23-1	02/11/2016
23. Dinicola, Inna	Student Supvr	\$10.00 hr		02/16/2016
24. Felton, Susan	IF-Sp Ed	\$15.09 hr	R22-1	10/06/2015
25. Javadzadeh Rafizad, Hedieh	IF-Sp Ed IA-Sp Ed	\$15.09 hr \$14.36 hr	R22-1 R20-1	02/16/2016
26. Kobel, Karissa	Student Supvr	\$10.00 hr		02/25/2016
27. Newell, Angel	Clerk	\$15.47 hr	R23-1	02/18/2016
28. Orellana, Marina	Student Supvr	\$10.00 hr		01/11/2016
29. Ruiz, Fabian	LVN	\$18.38 hr	R30-1	02/13/2016
30. Salinas, Christa	Student Supvr	\$10.00 hr		11/17/2015
31. Thomas, Theresa	MS Campus Supvr	\$14.47 hr	R23-1	02/03/2016
32. Weinert, Megan	Student Supvr	\$10.00 hr		08/25/2015
33. Williams, Janice	Student Supvr	\$10.00 hr		02/25/2016

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Range</u> <u>Step</u>	<u>Effective</u> <u>Date</u>
34. Brosamer, Brock	Student Worker	\$9.00 hr		12/01/2015- 06/30/2016
35. Hernandez, Aimee	Student Worker	\$9.00 hr		12/01/2015- 06/30/2016
36. Justice, Ryan	Student Worker	\$9.00 hr		12/08/2015- 06/30/2016
37. Martinez, Arturo	Student Worker	\$9.00 hr		12/11/2015- 06/30/2016
38. Tarazi, Julie	Student Worker	\$9.00 hr		12/01/2015- 06/30/2016

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**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective</u>
39. McCall, Mike	Tennis, Boys' Varsity (Head)	Dana Hills HS	\$3,367.00	01/22/2016 05/06/2016

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective</u> <u>Date</u>
40. King, Ryan	Basketball, Boys' (Asst)	San Clemente HS	\$2,500.00	11/09/2015- 02/01/2016
41. Kordich, Adam	Baseball, (Asst)	Dana Hills HS	\$2,800.00	02/15/2016- 05/14/2016
42. Miyake, Darin	Baseball,	Dana Hills HS	\$2,800.00	02/15/2016-
43. Oydna, Ethan	Lacrosse, Boys' (Head)	Capistrano Valley HS	\$3,366.00	01/04/2016- 01/31/2016
44. Taylor, Amy	Tennis, Girls'	San Juan Hills HS	\$6,000.00	01/04/2016- 06/10/2016

**APPROVE PROMOTION**

<u>Name</u>	<u>Former</u> <u>Position</u>	<u>Position</u>	<u>Range</u> <u>Step</u>	<u>Effective</u> <u>Date</u>
45. Becerra, Craig	Groundskeeper (12 mo/40hpw)	HVAC Asst (Temp/40hpw)	R36-4	01/01/2016- 03/31/2016
46. Florentino, Osvaldo	Custodian I (12mo/40hpw)	Custodian IV (Temp/40hpw)	R32-1	02/01/2016- 02/29/2016
47. Gonzalez, Roberto	HVAC Asst (12mo/40hpw)	HVAC Tech (Temp/40hpw)	R40-15	01/01/2016- 03/31/2016
48. Gutierrez, Rafael	Custodian I (12mo/40hpw)	HVAC Asst (Temp/40hpw)	R36-1	01/01/2016- 03/31/2016
49. Matteson, Steven	Supv IV, Custodian Svc (12mo/40hpw)	Mngr III, Maintenance Trades (Temp/40hpw)	MGMT R44-1	01/01/2016- 03/31/2016

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**APPROVE PROMOTION (Cont.)**

<u>Name</u>	<u>Former Position</u>	<u>Position</u>	<u>Range Step</u>	<u>Effective Date</u>
50. Mora, Ruben	Custodian I (12mo/40hpw)	Custodian II (Temp/40hpw)	R28-15	01/01/2016- 03/31/2016
51. Rodriguez, Rodrigo	HVAC Asst (12mo/40hpw)	HVAC Tech (Temp/40hpw)	R40-15	01/01/2016- 03/31/2016
52. Roman, Ray	Custodian II (12mo/40hpw)	Maintenance Locksmith (Temp/40hpw)	R38-5	01/01/2016- 03/31/2016
53. Sangalang, Roman	Custodian III (12mo/40hpw)	Custodian IV (Temp/40hpw)	R32-20	01/01/2016- 01/31/2016
54. Umana-Choto, Rigo	Custodian I (12mo/40hpw)	Custodian III (Temp/40hpw)	R30-15	11/01/2016- 02/29/2016
55. Van Patten, Christina	Caregiver (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-3	02/22/2016

**APPROVE REASSIGNMENTS**

<u>Name</u>	<u>Former Position</u>	<u>Reassignment</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
56. Merchant, Susan	HS Student Campus Supvr (10.5mo/40hpw)	Sch Clerk II (10.5mo/40hpw)	R25-4	03/02/2016

**APPROVE ASSIGNMENT ADJUSTMENTS**

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
57. Ames, Karen	Student Supvr (9.5mo/19.75hpw)	Student Supvr (9.5mo/23hpw)		12/11/2015
58. Belan, Vladimir	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-3	02/24/2016



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**APPROVE ASSIGNMENT ADJUSTMENTS (Cont.)**

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
59. Del Torro, Michelle	Student Supvr (9mo/24.25hpw)	Student Supvr (9mo/21.5hpw)		01/11/2016
60. Hamilton, Jeff	Student Supvr (9mo/5.8hpw)	Student Supvr (9mo/7.1hpw)		01/11/2016
61. Hernandez, Olga	Student Supvr (9.5mo/23hpw)	Student Supvr (9.5mo/19.75hpw)		12/11/2015
62. Ljoka, Quinn	Student Supvr (9.5mo/10hpw)	Student Supvr (9.5mo/15hpw)		12/14/2015
63. McDermott, Audra	Student Supvr (9mo/18.5hpw)	Student Supvr (9mo/33.6hpw)		12/14/2015
64. Miner, Callie	Student Supvr (9mo/11.8hpw)	Student Supvr (9mo/15.02hpw)		01/11/2016
65. Pascual, Tracy	Student Supvr (9mo/16.2hpw)	Student Supvr (9mo/32.95hpw)		01/11/2016
66. Ponce De Leon, Chad	Student Supvr (9mo/13.95hpw)	Student Supvr (9mo/27.07hpw)		01/11/2016
67. Underdahl, Elizabeth	Student Supvr (9mo/3.8hpw)	Student Supvr (9mo/8.9hpw)		01/11/2016
68. Uyemura, Dora	Student Supvr (9.5mo/3.7hpw)	Student Supvr (9.5mo/16.7hpw)		11/17/2015
69. Vuoso, Sarah	Student Supvr (9mo/3.3hpw)	Student Supvr (9mo/4.5hpw)		01/11/2016
70. Young, Courtney	Student Supvr (9mo/13.02hpw)	Student Supvr (9mo/33.62hpw)		01/11/2016
71. Zhou, Lin	Student Supvr (9.5mo/10hpw)	Student Supvr (9.5mo/14hpw)		12/14/2015

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
72. Barrientos, Belem	IF-Sp Ed TAA NTE 40 hrs (Assist with RTI and social skills)	01/19/2016- 06/09/2016
73. Diverde, Giovanna	LVN TAA NTE 4 hrs (Provide support)	01/11/2016- 06/30/2016
74. Isip, Shirley	LVN TAA NTE 127 hrs (Provide support)	12/01/2015- 06/09/2016
75. Johnson, Stacy	IF-Sp Ed TAA NTE 10 hrs (Accompany student to choir concert)	01/28/2016- 01/29/2016
76. Nordenfors, Helena	IA-Sp Ed TAA NTE 1 hr (Assist students during field trip)	01/29/2016

**APPROVE LEAVES OF ABSENCE**

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Date</u>
77. Takach, Stephanka	IF-Autism	Childcare	01/30/2016- 06/09/2016

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**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Benz, Amanda	Substitute Teacher	Other Employment	09/24/2015	02/03/2016
2. Byrns, Paul	Substitute Teacher	District Initiated	10/09/2014	02/16/2016
3. Canup, Diane	Teacher	Retirement	09/03/1996	06/10/2016
4. Deily, Katherine	Teacher	Retirement	11/09/1981	06/10/2016
5. Fogel, Marianne	Substitute Teacher	Relocation	10/09/2014	02/16/2016
6. Jungwirth, Deborah	Teacher	Retirement	09/05/1984	06/10/2016
7. Martin, Donna	Substitute Teacher	Voluntary	10/01/2014	02/08/2016
8. McAbee, Douglas	Substitute Teacher	Other Employment	09/10/2015	02/03/2016
9. Nicoll, Robert	Substitute Teacher	Personal	10/23/2014	02/04/2016
10. Tambone, Brianne	Teacher	Relocation	09/03/2013	06/10/2016
11. Wolbrink, Barbara	Teacher	Retirement	09/02/1986	06/30/2016

**APPROVE HOME/HOSPITAL TEACHERS**

Pay @ \$35.00 per hour

12. Johnston, Vanessa

13. McDermott, Kimberly

**APPROVE SUBSTITUTE TEACHERS**

Pay @ \$90.00 per hour

14. Batty, Jessica  
15. Brown, Pamela  
16. Dean, Sarah  
17. Faucher, Samantha  
18. Fawcett, Daniel  
19. Garcia, Jacqueline  
20. Hatter, Kerri

21. Levine, Tonya  
22. Maleski, Lynette  
23. Nangialai, Negin  
24. Olsen, Deborah  
25. Ritschel, Jacob  
26. Rutledge, Carolyn  
27. Smart, Stephanie

**APPROVE 6/5ths ASSIGNMENT 2nd SEMESTER**

Not to exceed \$19,800 for 6/5ths section

28. Abedi, Reza  
29. Busenkell, William  
30. Brooks, Michael  
31. Casey, Brittany

32. Chance, Peter  
33. Clarke, Kristine  
34. Cosenza, Brandon  
35. Crapo, Mary

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**APPROVE 6/5ths ASSIGNMENT 2nd SEMESTER (Cont.)**

Not to exceed \$19,800 for 6/5ths section

36. Cunningham, Craig	52. Johnstone, Vanderburgh
37. Dang, Dolores	53. Kauo, Joe
38. Danna, Mary	54. Keene, Gary
39. DiLeo, Timothy	55. Martinez, Judy
40. Famalette, Dwyann	56. Picazo, Robert
41. Ferrero, Robert	57. Prinz, Jeff
42. Gammel, Mark	58. Rasic, Diane
43. Garrett, Steve	59. Sanford, Samantha
44. Gibson, Michael	60. Skaff, Don
45. Gipe, John	61. Turney, Jason
46. Green, Justin	62. Uminsky, Alma
47. Hanson, Craig	63. Wade, Steve
48. Harnett, Patrick	64. Wallace, Danielle
49. Holen, Jenny	65. Wallace, Tiffany
50. Hudson, Randy	66. Woods, Ray
51. Huerta, Eduardo	67. Woodward, Jennifer

**APPROVE ASSIGNMENT ADJUSTMENT**

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
68. Cornejo, Eduardo	Teacher	STAP II	10/22/2015
69. Wiancko, Marika	Teacher	STAP I	02/04/2016

**APPROVE ADDITIONAL ASSIGNMENTS**

**Teach an After School STEAM Class-Castille Elem**

Not to exceed 16 hours instructional pay @ \$35.00 per hour  
01/08/2016-06/09/2016

70. Josephson, Shonna

**Cover WFTB Training-Marblehead Elem**

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour  
01/21/2016-06/30/2016

71. Smith, Nicole

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Teach Before School Technology Class-RH Dana Elem

Not to exceed 46 hours instructional pay @ \$35.00 per hour  
01/04/2016-04/29/2016

72. Pitkin, Bonny

Teach After School Classes-San Juan Elem

Not to exceed 8.5 hours instructional pay @ \$35.00 per hour  
02/01/2016-04/30/2016

73. Camacho, Isis

74. Diaz, Monica

75. Docheff, Francia

76. Godinez, Renee

77. Gonzalez, Joann

78. Hamidi, Luz

79. Liceaga-Reyes, Gabriela

80. Mondaca, Cesar

81. Sabad, Bernardo

82. Vidales, Mucio

Teach After School Classes-San Juan Elem

Not to exceed 6 hours instructional pay @ \$ 35.00 per hour  
02/01/2016-04/30/2016

83. Calderon, Brenda

84. Mesholzadeh, Raquel

85. Tawil, Gracie

86. Ward, Yesenia

Assist with IEP Caseload-Bernice Ayer MS

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour  
01/21/2016-04/01/2016

87. Stratford, Jon

Assist New Long-Term Substitute with Lesson Plans-Shorecliffs MS

Not to exceed 50 hours non-instructional pay @ \$30.00 per hour  
01/14/2016-02/14/2016

88. Birtwell-DeSales, Deanna

Support Two Way Immersion-San Clemente HS

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour  
01/04/2016-04/29/2016

89. Oliphant, Rob

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Attend Department Chair Meeting-Junipero Serra HS

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour  
01/12/2016-06/09/2016

90. Nixon, Robyn  
91. Pino, David

92. Sheridan, Matt  
93. Tran, Becky

Administration Supervision for Evening Coverage at Adult Ed-Education Services

Not to exceed 480 hours non-instructional pay @ \$55.00 per hour  
01/04/2016-06/09/2016

94. Alleman, Jason  
95. Brosamer, Brian  
96. Duarte, George  
97. Ezratty, Ken  
98. Foucart, Paul  
99. Lyon, Laura  
100. Martus, Larissa  
101. McGann, Joe

102. Misustin, John  
103. Murphy, Orla  
104. Paulsen, Eric  
105. Potnis, Dipoli  
106. Reece, Tim  
107. Rim, Steve  
108. Visca, Curt  
109. Wellikson, Josh

Attend Capistrano Autism Training Classes-Special Education

Not to exceed 16.5 hours non-instructional pay @ \$30.00 per hour  
10/06/2015-06/15/2016

110. Stratford, Jon

Attend ELA/ELD Adoption Meetings-Education Services

Not to exceed 72 hours non-instructional pay @ \$30.00 per hour  
01/01/2016-06/12/2016

111. Ciolek, Rhonda  
112. Lightner, Elizabeth  
113. Mendoza, Wendy

114. Millat, Carrie  
115. Munoz, Veronica  
116. Thibault, Bobbie

Leadership Planning for Induction Program-BTSA

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour  
07/01/2015-06/30/2016

117. Abuharoon, Christine

118. Fotanes, Sarah

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Credit Recovery Preparation Hours-Education Services

Not to exceed 38 hours non-instructional pay @ \$30.00 per hour  
08/21/2015-01/31/2016

119. Baker, John  
120. Durst, Tracy

121. Otto, Jennifer

Prepare for Presentation-Education Services

Not to exceed 1 hour non-instructional pay @ \$30.00 per hour  
01/27/2016-02/5/2016

122. Krikorian, Gina

Credit Recovery Student Instruction-Education Services

Not to exceed 6 hours instructional pay @ \$35.00 per hour  
09/14/2015-01/15/2016

123. Bradshaw, Jolene

124. Cunningham, Craig

Assessment Assistance-Special Education

Not to exceed 40 hrs @ hourly per diem rate of \$48.88 per hour  
01/07/2016-06/09/2016

125. Costello, Jessica  
126. Gold, Renee

127. Stacy, Kelly

Assessment Assistance-Special Education

Not to exceed 40 hrs @ hourly per diem rate of \$48.95 per hour  
02/05/2016-03/31/2016

128. Kerber, Danielle

Assessment Assistance-Special Education

Not to exceed 64 hrs @ hourly per diem rate of \$59.06 per hour  
02/08/2016-03/31/2016

129. Gunderson, Simone

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Assessment Assistance-Special Education

Not to exceed 40 hours @ hourly per diem rate of \$52.17 per hour  
01/07/2016-06/09/2016

130. Montgomery, Jerica

Assessment Assistance-Special Education

Not to exceed 40 hrs @ hourly per diem rate of \$53.90  
01/07/2016-06/09/2016

131. Phillips, Melissa

133. Wilmot, Erica

132. Smith, Leah

Assessment Assistance-Special Education

Not to exceed 10 hrs @ hourly per diem rate of \$55.69 per hour  
02/01/2016-06/09/2016

134. Swopes, Chelsea

135. Terpstra, Traci

Assessment Assistance-Special Education

Not to exceed 40 hrs @ hourly per diem rate of \$55.69 per hour  
01/07/2016-06/09/2016

136. Coulston, Jenifer

139. Patterson, Debbie

137. Malamatenios, Bethany

140. Richtsmeier, Aundrea

138. Miller, Stephanie

141. Selecman, Lana

Assessment Assistance-Special Education

Not to exceed 30 hours @ hourly per diem rate of \$56.53 per hour  
01/29/2016-02/29/2016

142. Sanchez, Cecilia

Assessment Assistance-Special Education

Not to exceed 40 hrs @ hourly per diem rate of \$59.39 per hour  
01/07/2016-06/09/2016

143. Ffrench, Andrea

147. McMorran-Maus, Krista

144. Hunter, Stacy

148. Slipakoff, Robyn

145. Kulek, Julie

149. Stanley, Karin

146. Liquori, Aimee

150. Taylor, Carole



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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Assessment Assistance-Special Education

Not to exceed 40 hrs @ hourly per diem rate of \$62.50 per hour  
01/07/2016-06/09/2016

151. Lanners, Christina  
152. Pillot, Michelle

153. Toma, Susan

Assessment Assistance-Special Education

Not to exceed 10 hrs @ hourly per diem rate of \$66.09 per hour  
02/01/2016-06/09/2016

154. Godfrey, Nicole  
155. Kerins, Tracy

156. Larson, Lynn

Assessment Assistance-Special Education

Not to exceed 40 hrs @ hourly per diem rate of \$66.09 per hour  
01/07/2016-06/09/2016

157. Antonius, Terry

Assessment Assistance-Special Education

Not to exceed 10 hrs @ hourly per diem rate of \$69.89 per hour  
02/01/2016-06/09/2016

158. Johnson, Connie

**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
159. Greene, Kathryn	Outdoor Education, Elem	Clarence Lobo	\$112 per night	03/15/2016-03/18/2016
160. Guckert, Cheryl	Outdoor Education, Elem	Clarence Lobo	\$112 per night	03/15/2016-03/18/2016
161. Young, Marisa	Outdoor Education, Elem	Clarence Lobo	\$112 per night	03/15/2016-03/18/2016

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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
162. Gustafson, Ryan	Lacrosse, Girls' (Head)	Capistrano Valley HS	\$3,366.00	12/01/2015- 01/31/2016
163. Workman, Kenneth	Baseball, (Asst)	Dana Hills HS	\$2,400.00	02/15/2016- 05/14/2016

**APPROVE LEAVES OF ABSENCE**

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
164. McDonald, Rachele	Childcare	01/25/2016-01/27/2016
165. Serrano-Lopez, Alvaro	Personal	2016-2017