

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

BOARD OF TRUSTEES
Regular Meeting

April 13, 2016

Closed Session 5:30 p.m.

Open Session 7:00 p.m.

AGENDA

CLOSED SESSION AT 5:30 P.M.

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

A. CONFERENCE WITH LEGAL COUNSEL—EXSISTING LITIGATION

EXHIBIT A-1

Mark Miller/Sara Young

EXHIBIT A-2

Significant Exposure to Litigation—Two Cases

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

B. PUBLIC EMPLOYEE EMPLOYEEMENT/APPOINTMENT

EXHIBIT B

Elementary School Principals

(Pursuant to Government Code §54957)

C. CONFERENCE WITH LABOR NEGOTIATORS

Kirsten M. Vital/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)

PUBLIC HEARING:

Agenda Item 1: Resolution No. 1516-41, Convey an Easement to the City of San Clemente for Verde Park

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

Clint Collins, Principal, and Olivia Willet, Student Representative of Adult Transition Programs will report on their school and activities.

Celebration of Employee Anniversaries

20 Years of Service

Amy Duarte, Teacher

Laurie Flynn, Teacher

Cori Giacchino, Teacher

Deanna Gross, Teacher

Judy Henry, Teacher

Megan Hunner, Teacher

Valerie Kenney, Teacher

Marie Kirk, Teacher

Rachiel Macalistarie-Frey, Teacher

Jennifer Morris, Teacher

Kim Fleischer, Teacher

Nancy Garell, Teacher

Daniel Grassman, Teacher

Christy Heidner, Teacher

Thomas Hogan, Teacher

Robert Jansen, Teacher

Neal Kirby, Teacher

Carolyn Leslie, Teacher

Michelle McKinley, Teacher

District Teacher of the Year Recipients

High School Teacher of the Year from Dana Hills High School, Kristine Clarke

Middle School Teacher of the Year from Las Flores Middle School, Lisa Hoover

Elementary School Teacher of the Year from George White Elementary, Troy Paula Kubly

Orange County Classified Employee of the Year Representative

Classified Employee Denise Yota is an Occupational Therapist and finalist who will represent Orange County in the 2016 California Classified Employee of the Year Program.

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

PUBLIC HEARING

1. PUBLIC HEARING: RESOLUTION NO. 1516-41 TO CONVEY AN EASEMENT TO THE CITY OF SAN CLEMENTE FOR VERDE PARK: INFORMATION/ DISCUSSION

The Board will conduct a public hearing on adopting Resolution No. 1516-41, to convey an easement to the City of San Clemente for Verde Park on a portion of property owned by the District located at 189 Avenida La Cuesta, San Clemente, CA 92672 and 700 Avenida Pico, San Clemente, CA 92673 pursuant to Education Code § 17556 *et seq.* in order for the City to install and maintain landscaping, hardscaping, vegetation, irrigation and related improvements consistent with use as a public park. Supporting documentation information is located in Exhibit 28.

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

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

Staff Recommendation

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

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 AND SUPPORT SERVICES

2. AWARD BID NO. 1516-15, LADERA RANCH MIDDLE SCHOOL RELOCATABLE CLASSROOM AND RESTROOM PROJECT – R. JENSEN COMPANY, INCORPORATED: Page 1
EXHIBIT 2

Approval of the Award of Bid No. 1516-15, Ladera Ranch Middle School Relocatable Classroom and Restroom Project to R. Jensen Company, Incorporated. On December 9, 2015, the Board of Trustees authorized staff to advertise for bids to add five relocatable classroom buildings, a relocatable restroom building, repair existing and erect additional fencing along the perimeter of Ladera Ranch Middle School and install shade structures over the playground equipment. Nineteen entities registered and downloaded the bid documents; three bids were received and opened on March 15, 2016. The three bidders include: Allied e Corporation; R. Jensen Company, Incorporated; and States Link Construction, Incorporated. A list of the received bids is provided in the Bid Summary, as Exhibit A. R. Jensen Company, Incorporated is the lowest responsive, responsible bidder at \$790,000, funded by CFD 98-2, and Developer Fees.

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

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

3. DONATION OF FUNDS AND EQUIPMENT: Page 33
EXHIBIT 3

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$97,778.90 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

4. EXTENSION NO. 1 OF AGREEMENT FOR BID NO. 1415-17, MOVEMENT AND RECONFIGURATION OF RELOCATABLE BUILDINGS - G.A. DOMINGUEZ: Page 35
EXHIBIT 4

Approval of Extension No. 1 of Agreement for Bid No. 1415-17, Movement and Reconfiguration of Relocatable Buildings with G.A. Dominguez, to provide movement and reconfiguration of relocatable buildings as needed throughout the District. The terms of the base contract is for one year beginning March 1, 2015

through February 29, 2016, 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. The vendor agrees to maintain their current pricing for the renewal period of March 1, 2016 through February 28, 2017 shown in Exhibit A attached. Annual expenditures utilizing this contract are estimated to be \$250,000, funded by deferred maintenance funds, routine restricted maintenance funds, Developer Fees, and Community Facilities Districts. 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

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

Page 47
EXHIBIT 5

Approval of the District standardized Independent Contractor, Professional Services, Master Contract, and Field Service Agreements. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The exhibit shows two new agreements totaling \$5,970, eight ratifications to new agreements totaling \$161,818.05, two amendments to existing agreements totaling \$50,000 and sixteen amendment ratifications to existing agreements totaling \$388,500. Due to the size of the contract documents, the General Conditions for each type of agreement are posted online on the District's Board Agendas and Supporting Documentation page.

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

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

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

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

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

Page 160
EXHIBIT 6

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The expenditures related to the listed purchase orders and commercial warrants included in this item were previously authorized as part of the District's budget approval process. The purchase orders total \$2,315,928.68 and the commercial warrants total \$2,442,659.76. Attachment 3 is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings. Attachment 4 is a list of previously Board-approved warrants, by vendor, exceeding \$250,000.

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

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

7. SPECIAL EDUCATION SETTLEMENT AGREEMENTS:

Approval of the ratification of special education Settlement Agreement Case #2015110501, Informal Dispute Resolution Case #20160210, and Informal Dispute Resolution Case #20160222. Due to the confidential nature of the Agreements, supporting information is provided to Trustees under separate cover. There is no financial impact.

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

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

CURRICULUM AND INSTRUCTION

8. **FIELD EXPERIENCE/STUDENT TEACHING AGREEMENT – LONGY SCHOOL OF MUSIC OF BARD COLLEGE:** Page 195
EXHIBIT 8
Approval of unpaid field experience/student teaching agreement with Longy School of Music of Bard 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.
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
9. **PREMIER PARTNERS PROGRAM AGREEMENT – BRANDMAN UNIVERSITY:** Page 201
EXHIBIT 9
Approval of scholarship agreement between Brandman University and the District will offer 20 percent scholarship for Master of Arts in Educational Leadership and Administration and Masters of Business Administration cohorts, 10 percent for all other degree programs including graduate, Doctorate of Education, credentials, undergraduate, and many School of Extended Education certificate programs. Both parties will announce these scholarship opportunities to potential applicants. 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: Susan Holliday, Assistant Superintendent, Education Services
10. **BRANDMAN/DISTRICT PROFESSIONAL DEVELOPMENT UNIVERSITY PARTNERSHIP:** Page 206
EXHIBIT 10
Approval of partnership between Brandman University and the District to support and enhance professional development opportunities for classified, certificated, and management employees aligned to the District’s Vision, Mission, and Wildly Important Goals. Education Services and Brandman University will collaborate to develop a comprehensive School Site Leadership Academy, whereas the University will provide faculty expertise to facilitate up to 20 hours of professional development. Brandman University will also provide faculty expertise to help facilitate up to 40 hours additional professional development to address Education Services identified needs for classified, certificated, and management employees. Brandman University masters and doctoral candidates may use the School Site Leadership Academy to conduct action research and collect data, pending District Application to Conduct Educational Research review and approval. 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: Susan Holliday, Assistant Superintendent, Education Services

HUMAN RESOURCE SERVICES

11. **SECOND READING – BOARD POLICY 5180, NONDISCRIMINATION:** Page 208
EXHIBIT 11
Approval of the second reading Board Policy 5180, *Nondiscrimination*. On March 9, 2016, Trustees adopted additional revisions to the policy as a third reading which should have been listed as a first reading. To correct the clerical error it is presented correctly as a second reading for approval.
CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-

specific decisions.

Contact: Gordon Amerson, Assistant Superintendent, Human Resource Services

12. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:** Page 211
EXHIBIT 12
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: Gordon Amerson, Assistant Superintendent, Human Resource Services
13. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:** Page 213
EXHIBIT 13
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: Gordon Amerson, Assistant Superintendent, Human Resource Services

GENERAL FUNCTIONS

14. **SCHOOL BOARD MINUTES:** Page 215
EXHIBIT 14
Approval of the minutes for the December 9, 2015 Regular Board Meeting.
Contact: Colleen Hayes, Manager IV, Superintendent's Office
15. **SCHOOL BOARD MINUTES:** Page 236
EXHIBIT 15
Approval of the minutes for the January 27, 2016 Regular Board Meeting.
Contact: Colleen Hayes, Manager IV, Superintendent's Office
16. **SCHOOL BOARD MINUTES:** Page 247
EXHIBIT 16
Approval of the minutes for the February 10, 2016 Regular Board Meeting.
Contact: Colleen Hayes, Manager IV, Superintendent's Office
17. **SCHOOL BOARD MINUTES:** Page 255
EXHIBIT 17
Approval of the minutes for the February 24, 2016 Regular Board Meeting.
Contact: Colleen Hayes, Manager IV, Superintendent's Office

Motion by _____ Seconded by _____

ROLL CALL:

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

DISCUSSION ACTION ITEMS

- 18. RECOMMENDATION OF TENTATIVE AGREEMENT WITH CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS CAPISTRANO CHAPTER 224, FOR JULY 1, 2015 – JUNE 30, 2018:** DISCUSSION/
ACTION
Page 256
EXHIBIT 18
- The purpose of this agenda item is to seek approval of the Tentative Agreement between the District and the California School Employees Association (CSEA), and its Capistrano Chapter 224. In addition to the Tentative Agreement, the Public Disclosure of Collective Bargaining Agreement is included in the exhibit. The fiscal impact of this agreement is an increase of \$3.5 million for the current year, \$3.2 million of which is ongoing.
- CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.*
- Contact: Gordon Amerson, Assistant Superintendent, Human Resource Services*
- Staff Recommendation
- It is recommended the Board President recognize Gordon Amerson, Assistant Superintendent, Human Resource Services, to present information on this item and answer any questions Trustees may have.
- Following discussion, it is recommended the Board of Trustees approve the Tentative Agreement with CSEA, and its Capistrano Chapter 224, for July 1, 2015 – June 30, 2018.
- Motion by _____ Seconded by _____
- 19. RECOMMENDATION OF TENTATIVE AGREEMENT WITH CAPISTRANO UNIFIED EDUCATION ASSOCIATION (CUEA) FOR JULY 1, 2015 – JUNE 30, 2017:** DISCUSSION/
ACTION
Page 274
EXHIBIT 19
- The purpose of this agenda item is to seek approval of the Tentative Agreement between the District and the Capistrano Unified Education Association (CUEA). In addition to the Tentative Agreement, the Public Disclosure of Collective Bargaining Agreement is included in the exhibit. The fiscal impact of this agreement is an increase of \$18.6 million for the current year, \$10 million of which is ongoing.
- CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.*
- Contact: Gordon Amerson, Assistant Superintendent, Human Resource Services*
- Staff Recommendation
- It is recommended the Board President recognize Gordon Amerson, Assistant Superintendent, Human Resource Services, to present information on this item and answer any questions Trustees may have.
- Following discussion, it is recommended the Board of Trustees approve the Tentative Agreement with CUEA, for July 1, 2015 – June 30, 2017.
- Motion by _____ Seconded by _____
- 20. FIRST READING – BOARD POLICY 5141.27 FOOD ALLERGIES:** DISCUSSION/
ACTION
Page 292
EXHIBIT 20
- In recognition of District students with food allergies, this new board policy addresses language to support schools and families as it relates to the desire to prevent student exposure to foods to which they are allergic or intolerant. 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: 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 5141.27, *Food Allergies*.

Motion by _____ Seconded by _____

21. FIRST READING – REVISIONS TO BOARD POLICY 6146.1 HIGH SCHOOL GRADUATION REQUIREMENTS:

DISCUSSION/
ACTION

Page 293

EXHIBIT 21

Following three Special Board Study Sessions, held over the course of the 2015-2016 school year, regarding the District's High School Graduation Requirements, the following suggested revisions to Board Policy 6146.1 have been made: the Mathematics requirement has been increased from 20 credits to 30 credits to begin with the Class of 2020; the removal of the Reading Skills Development Class, as this class is no longer offered; the addition of College and Career Planning (CCP) and Health flexibility options where the language outlines how students may take both courses over the summer through various District approved providers and/or accredited institutions; and the removal of the California High School Exit Exam which is no longer required or offered. Changes are underlined; deletions are struck through. 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: 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 6146.1, *High School Graduation Requirements*.

Motion by _____ Seconded by _____

22. FIFTH READING – REVISIONS TO BOARD POLICY 5111.5, LANGUAGE IMMERSION AND INTERNATIONAL BACCALAUREATE ADMISSIONS:

DISCUSSION/
ACTION

Page 303

EXHIBIT 22

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. 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: Susan Holliday, Assistant Superintendent, Education Services

Staff Recommendation

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

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

Motion by _____ Seconded by _____

23. **SECOND READING – REVISIONS TO BOARD POLICY 5165.1, IMMUNIZATION REQUIREMENTS FOR SCHOOL ENTRY:** DISCUSSION/
ACTION
Page 324
EXHIBIT 23

Legal changes necessitate revisions to BP 5165.1, *Immunization Requirements for School Entry* to comply with State and Federal laws. Senate Bill 277 repeals the personal belief exemption from immunization. In accordance with the law, the District will no longer be able to enroll students without the required vaccinations unless the family submits a medical exemption from a licensed physician. The law also notes the allowable temporary and permanent exemptions from immunization. Additional revisions requested by Trustees during the first reading of this item have been made. Changes are underlined; deletions are struck through. 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: 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 5165.1, *Immunization Requirements for School Entry*.

Motion by _____ Seconded by _____

24. **SECOND READING – REVISIONS TO BOARD POLICY 5122, PROMOTION/ACCELERATION/RETENTION:** DISCUSSION/
ACTION
Page 327
EXHIBIT 24

This proposed revision of Board Policy 5122, *Promotion/Acceleration/Retention*, updates this policy to align to the 2016-2017 school calendar and revises the dates for parent requests for retention. The policy revision changes the final date that retention requests can be initiated by parents. This change is necessary due to the new school calendar and maintains 21 calendar days for parent initiated requests prior to the final day of the school year. The policy also reflects changes to the final date for late parent requests for retention. This change reflects the new school calendar and defines parent initiated requests that are submitted after the 21st calendar day prior to the final day of the school year as a “late request.” These revisions comply with the Education Code sections regarding retention. Additional revisions requested by Trustees during the first reading of this item have been made. Changes are underlined; deletions are struck through. 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: 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 5122, *Promotion/Acceleration/Retention*.

Motion by _____ Seconded by _____

25. **SECOND READING – REVISIONS TO BOARD POLICY 3290, GIFTS, GRANTS AND BEQUESTS:** DISCUSSION/
ACTION
Page 331
EXHIBIT 25
- Board Policy 3290, *Gifts, Grants and Bequests*, was drafted to update and provide more comprehensive information on legal requirements along with best practices. Revisions have been made based on Board input at the first reading. 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 Board Policy 3290, *Gifts, Grants and Bequests*.

Motion by _____ Seconded by _____

26. **SECOND READING – REVISIONS TO BOARD POLICY 3300, EXPENDITURES/EXPENDING AUTHORITY:** DISCUSSION/
ACTION
Page 334
EXHIBIT 26
- Board Policy 3300, *Expenditures/Expending Authority*, was drafted to update and provide more comprehensive information on legal requirements along with best practices. Revisions have been made based on Board input at the first reading. Changes are underlined; deletions are struck through. The newly revised Board Policy will be called *Expenditures and Purchases*. 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 Board Policy 3300, *Expenditures/Expending Authority*, newly titled *Expenditures and Purchases*.

Motion by _____ Seconded by _____

27. **PROPOSITION 39 – THE CLEAN ENERGY JOBS ACT:** INFORMATION/
DISCUSSION
Page 337
EXHIBIT 27
- The Board of Trustees will be provided with a presentation on the Proposition 39 – Clean Energy Jobs Act. This presentation includes a Comprehensive Summary Report containing an overview of an energy master plan and an outline of the necessary steps to achieve energy efficiency.
- CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.**
- Contact: Clark Hampton, Deputy Superintendent, Business and Support Services**

Staff Recommendation

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

28. RESOLUTION NO. 1516-41, CONVEY AN EASEMENT TO THE CITY OF SAN CLEMENTE:

Approval to Convey an Easement to the City of San Clemente on a portion of the property owned by the District in order for the City to install and maintain landscaping, hardscaping, vegetation, irrigation, and related improvements consistent with use as a public park. The City of San Clemente's (City) Verde Park is an approximately 3-acre park site that includes a tennis court, playground equipment, picnic benches, sidewalks, parking area, and a large turf area. San Clemente High School Upper campus is located on the west side adjacent to Verde Park. In April 2014, the City of San Clemente hired an arborist to conduct an arboricultural assessment of the Verde Park trees. During the evaluation, it was discovered a portion of Verde Park was constructed on District property. The Board of Trustees is considering granting an easement to the City on a portion of the property owned by the District located at 189 Avenida La Cuesta, San Clemente, CA 92672 and 700 Avenida Pico, San Clemente, CA 92673 in order for the City to install and maintain landscaping, hardscaping, vegetation, irrigation, and related improvements consistent with use as a public park.

Pursuant to Education Code § 17556 *et. seq.*, the Board, at its March 9, 2016 meeting, adopted Resolution No. 1516-40 indicating its intention to convey the Easement to the City of San Clemente and calling a noticed "Public Hearing" to address the issue of whether the District should convey the Easement to the City of San Clemente (Resolution of Intent). The Resolution of Intent established that the Public Hearing would be held during the Board's March 23, 2016 meeting and directed the Superintendent or Superintendent's designee, to provide notice of Public Hearing as required by Education Code § 17558. The District complied with the notice requirements by posting three copies of the Resolution of Intent, signed by a majority of the Board members, in three public places by March 13, 2016 (ten days before the Public Hearing), and by publishing notice of the Public Hearing in the *Orange County Register* by March 18, 2016 (five days before the Public Hearing). On March 23, 2016, the Board opened the public hearing, received comments, and then elected to continue the public hearing until April 13, 2016, in order to provide time for discussions with the City of San Clemente. The Board will now re-open the continued public hearing, receive any additional comments, and then close the hearing, before considering the Resolution of Intent.

The Board, having both adopted its Resolution of Intent, as required by Education Code § 17557, and held a public hearing on whether to convey the Easement to the City of San Clemente as required by Education Code § 17558, may then consider whether to convey the Easement to the City of San Clemente, unless the Board receives a petition signed by at least ten percent of the qualified voters within the District (Protest Petition) objecting to the proposed conveyance. Absent receipt of a Protest Petition, the Board may consider the adoption of Resolution No. 1516-41 authorizing the conveyance of the Easement to the City of San Clemente, pursuant to Education Code § 17559. If a Protest Petition is received, then the Board must postpone any decision on whether to convey the Easement to the City of San Clemente and first submit the question of whether to convey the Easement to the Orange County Superintendent of Schools. If the Superintendent of Schools approves the Easement, then the Board may consider approval of the conveyance. If the Superintendent disapproves of the Easement, its decision is final and the District may not convey the Easement. This Resolution to Convey an Easement to City of San Clemente must be approved by a vote of at least two-thirds of all the members of the Board.

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

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

DISCUSSION/
ACTION

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EXHIBIT 28

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1516-41, Convey an Easement to the City of San Clemente.

Motion by _____ Seconded by _____

ROLL CALL:

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

29. RESOLUTION NO. 1516-50, DENY THE PETITION FOR THE GLOBAL BUSINESS ACADEMY CHARTER SCHOOL:

Approval to adopt Resolution No. 1516-50, denying the petition to establish the Global Business Academy (GBA) charter and stating the findings, contained in the Resolution, upon which the denial is based. This comes before the Board of Trustees after the Board fully considered this application and approved Resolution No. 1516-49 GBA Charter with conditions at the March 23 meeting. Since that meeting GBA advised the District that they need confirmation through resolution that the GBA petition is thus deemed denied. The following resolution denies GBA Charter petition per their disagreement with complying with the 42 conditions.

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 adopt Resolution No. 1516-50, to deny the petition for the Global Business Academy Charter School.

Motion by _____ Seconded by _____

ROLL CALL:

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

ADJOURNMENT

Motion by _____ Seconded by _____

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS
WEDNESDAY, APRIL 27, 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

DISCUSSION/
ACTION
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EXHIBIT 29

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.

EXHIBIT A**Capistrano Unified School District
Bid Summary****Bid No. 1516-15 Ladera Ranch Middle School Relocatable Classrooms and Restroom Project****Bid Opening: March 15, 2016, 11:00 a.m.****CUSD Education Center****Training Room 3****33122 Valle Road****San Juan Capistrano, CA 92675**

	Contractor	Attended Job Walk March 8, 2016	Bid Amount
1	Allied e Corporation	X	NR*
2	R. Jensen Company, Incorporated	X	\$790,000
3	States Link Construction, Incorporated	X	\$997,000

***Bidder deemed Non-Responsive**

AGREEMENT

THIS AGREEMENT, entered into this 14th day of April, 2016 in the County of Orange of the State of California, by and between the Capistrano Unified School District, hereinafter called the "District", and R. Jensen Company, Incorporated, hereinafter called the "Contractor".

WITNESSETH that the District and the Contractor for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with Ladera Ranch Middle School Relocatable Classroom and Restroom ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall complete the Project (See Article 47) of the work within forty-six (46) calendar days from receipt of the Notice to Proceed, with mobilization to occur no sooner than June 13, 2016 and completion of the Project no later than July 28, 2016. This shall be called Contract Time. It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract Time.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of

postponement by the District, the District shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of ONE THOUSAND DOLLARS (\$1,000.00) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the District) as liquidated damages and not as a penalty or forfeiture. In the event liquidated damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract. This Article shall not be construed as preventing the District from the recovery of damages (actual or other) under the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of SEVEN HUNDRED NINETY THOUSAND DOLLARS (\$790,000.00), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA")

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this 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.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
 Instructions to Bidders
 Bid Form
 Designation of Subcontractors
 Bid Bond
 Bid Guarantee Form
 Contractor's Certificate Regarding Worker's Compensation
 Non-Collusion Declaration
 Substitution Request Form
 Acknowledgment of Bidding Practices Regarding Indemnity
 DVBE Participation Statement
 Site Visit Certification
 References
 Form Agreement
 Payment Bond
 Performance Bond
 Contractor's Certificate Regarding Drug-Free Workplace
 Contractor's Certificate Regarding Alcohol and Tobacco
 Guarantee
 Contractor DVBE Close-Out Statement
 Escrow Agreement for Security Deposit In Lieu of Retention
 Insurance Documents and Endorsements
 Contractor's Certificate Regarding Background Checks
 General Conditions
 Supplementary and Special Conditions (if any)
 Specifications
 All Addenda as Issued
 Drawings/Plans

All of the above named Contract Documents are intended to be complementary. work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) and the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class B Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

DISTRICT:

Capistrano Unified School District

By: _____

Janet L. Polite

Typed or Printed Name

Supervisor IV, Purchasing

Title

Board Approval Date: April 13, 2016

CONTRACTOR:

R. Jensen Company, Incorporated

Typed or Printed Name

Title

Signature

Typed or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

BID FORM

Ladera Ranch Middle School Relocatable Classroom and Restroom Project

Ladera Ranch Middle School

29551 Sienna Parkway, Ladera Ranch, CA 92694

WLC Project No. 1522800.06

Bid No. 1516-15

FOR

Capistrano Unified School District

CONTRACTOR
NAME:

R. Jensen Company Inc

ADDRESS:

538 Sixth St

Norco, CA 92860

TELEPHONE:

(951) 479-5471

FAX:

(951) 479-5472

EMAIL

katierjc@gmail.com

CHECKLIST OF MANDATORY BID FORMS

(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- ☒ Bid Form
- ☒ Designation of Subcontractors Form
- ☒ Bid Bond (or Bid Guarantee Form if Security is Other Than Bid Bond)
- ☒ Contractor's Certificate Regarding Workers' Compensation
- ☒ Non-Collusion Declaration
- ☒ Substitution Request Form (If Substitution Request Form is not submitted then NO Substitutions will be allowed after the bids are opened)
- ☒ Acknowledgment of Bidding Practices Regarding Indemnity
- ☒ DVBE Participation Statement
- ☒ Site Visit Certification
- ☒ References

TO: Capistrano Unified School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. 1516-15

Ladera Ranch Middle School Relocatable Classroom and Restroom Project

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Purchasing Office of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
<u>1</u>	<u>2</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Acknowledge the inclusion of all Addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. A. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS

Seven Hundred + Ninety Thousand Dollars - ⁰⁰/₁₀₀
DOLLARS

(\$ 790,000)

4. ALTERNATE BIDS: NOT APPLICABLE

5. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, rain days, and the requisite time to complete the punch list.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder, if applicable.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

6. It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

7. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

8. The required List of Designated Subcontractors is attached hereto.

9. The required Non-Collusion Declaration is attached hereto.

10. The Substitution Request Form, if applicable, is attached hereto.

11. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned

bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

12. The names of all persons interested in the foregoing proposal as principals are as follows:

Robert K. Jensen

Jamie S. Jensen

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

13. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

14. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 353856

License Expiration Date: 12/31/2016

Name on License: R. Jensen Co., Inc

Class of License: A, B, C-10

DIR Registration Number: 1000000522

If the bidder is a joint venture, each member of the joint venture must include the above information.

15. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

16. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions (if any), Addenda, and Specifications, all others documents

and requirements that are attached to and/or contained in the Project Manual, all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

17. DEBARMENT. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District;
- b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or
- d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)

18. DESIGNATION OF SUBCONTRACTORS. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

R. Jensen CO., Inc
Proper Name of Company

Robert K. Jensen
Name of Bidder Representative

538 Sixth St
Street Address

Norco, CA 92860
City, State, and Zip

(951) 479-5471
Phone Number

(951) 479-5472

Fax Number

katierjc@gmail.com

E-Mail

By:



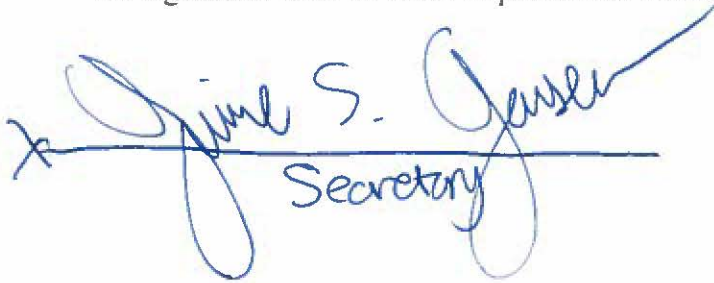
Date:

3/14/2016

Signature of Bidder Representative

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.



Secretary

DESIGNATION OF SUBCONTRACTORS

ATTACHMENT NO. 1 TO BID FORM

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.,) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion of the work.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

All subcontractors (of any tier) performing any portion of the work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

DESIGNATION OF SUBCONTRACTORS FORM**ATTACHMENT NO. 1 TO BID FORM**

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*
DEMO	LE MASTER	NORCO, CA	843472	951 372-9511	1000007214
CONCRETE	MEDINA CONST.	FULLERTON, CA	743177	714 871-8050	1000005716
ELECTRIC	FAR WEST MARINE	TUSTIN, CA	417478	714 505-9974	1000001893
FIRE ALARM	TIME & ALARM	MIRA LOMA, CA	393251	951 685-1761	1000000832
PLUMBING	GROUNDWERKS	RANCO CUCAMONGA	983618	909 240-8018	1000005677
SITE WORK	TITAN CONST.	NORCO, CA	820138	951 712-3910	1000002226
FENCING	WOLVERINE	LA HABRA CA	870586	562-948-2030	1000009678

Ladera Ranch Middle School Relocatable Classroom and Restroom Project
 Capistrano Unified School District

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Designat

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*

* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of

Bidder: R. Jensen Co.

Date: 3/14/2016

Name: Robert K. Jensen

Signature of Bidder

Representative:

Address: 538 Sixth St. Norco, CA 92860

Phone: 951-479-5471

BID BOND FORM

ATTACHMENT NO. 2 TO BID FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and Contractors Bonding and Insurance Company (hereafter called "Surety"), are hereby held and firmly bound unto the Capistrano Unified School District (hereafter called "District") in the sum of Ten Percent of Total Amount Bid (\$10% of Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this 10th day of March, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of Bid No. 1516-15 - Ladera Ranch Middle School Relocatable Classroom and Restroom Project.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By R. Jensen Co., Inc.
Robert K. Jensen
Principal's Signature
Robert K. Jensen
Typed or Printed Name
President
Principal's Title

(Corporate Seal)

By Rebecca Haas-Bates
Surety's Signature

Rebecca Haas-Bates

Typed or Printed Name

Attorney-in-Fact

Title

Contractors Bonding and Insurance Company

Surety's Name

111 Pacifica, Suite 350, Irvine, CA 92618

Surety's Address

(949) 341-9110

Surety's Phone Number

(Attached Attorney in Fact Certificate)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

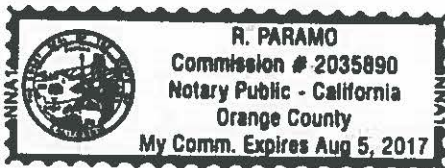
On 03/10/2016 before me, R. Paramo, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 03/10/2016

Number of Pages: Two (2) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Contractors Bonding and Insurance Company

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company and Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

William Syrkin, Sergio D. Bechara, Rebecca Haas-Bates, Richard Adair, Shirley Littell, jointly or severally

in the City of Irvine, State of California, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of October, 2015.

State of Illinois
County of Peoria

} SS



On this 15th day of October, 2015, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public



RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis
Barton W. Davis Vice President

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company, and/or Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 10th day of March, 2016.

RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis
Barton W. Davis Vice President

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
FORM




ATTACHMENT NO. 3 TO BID FORM

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.


(Signature)

(Print)

(Date)

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

NON-COLLUSION DECLARATION

ATTACHMENT NO. 4 TO BID FORM

The undersigned declares:

I am the President [Title] of R. Jensen Co., Inc
[Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3/14/2016
[Date], at Novato [City], CA [State].

Signed: Robert H. Jensen

Typed Name: Robert H. Jensen

REQUEST FOR SUBSTITUTION AT TIME OF BID

ATTACHMENT NO. 5 TO BID FORM

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not "an/or equal" or is not accepted by District and I answer "no" I will not provide the specified item. then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied ¹ (circle one)	District Decision (circle one)
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny
9.				Yes No	Grant Deny

¹ Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the District's decision to require the Specified Item(s) at no additional cost, bidder's Bid Bond shall be forfeited.

10.				Yes	No	Grant	Deny
11.				Yes	No	Grant	Deny
12.				Yes	No	Grant	Deny

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request.

The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the Contractor shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
6. If Substitution Request is accepted by the District, Contractor is still required to provide a Submittal for the substituted item pursuant to the General Conditions and shall provide required Schedule information (including schedule fragments, if applicable) for the substituted item. The approval of the Architect, Engineer, or District of the substitution request does not mean that the Contractor is relieved of Contractor's responsibilities for Submittals, Shop Drawings, and schedules under the General Conditions if the Contractor is awarded the Project.

Name of Bidder: Robert K. Jensen
By: Robert K. Jensen
District: _____
By: _____

ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM

ATTACHMENT NO. 6 TO BID FORM

TO: Capistrano Unified School District

RE: Project / Bid Number 1516-15

Construction Contract for Ladera Ranch Middle School Relocatable Classroom

Please be advised that with respect to the above-referenced Project the undersigned Contractor on behalf of itself and all Contractor's subcontractors hereby waives the benefits and protection of Labor Code section 3864, which provides:

"If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury."

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

R. Jensen Co., Inc

Contracting Party

Robert K. Jensen / President

Name of Agent/Title

Robert K. Jensen

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION
STATEMENT AT TIME OF BID

ATTACHMENT NO. 7 TO BID FORM

Each bidder must complete this form in order to comply with the Capistrano Unified School District ("District") policy for participation of disabled veteran business enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code §17070.10, *et seq.*)

Project Name: Ladera Ranch Middle School Relocatable Classroom
and Restroom Project

Bid No.: 1516-15

DSA No.: 04-115009

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers.

Check only one of the following:

- ☒ The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.
- ☐ The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately _____ dollars (\$ _____), which represents approximately _____ percent (____%) of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any change orders, for such Project

Company: R. Jensen Co., Inc

Name: Robert K Jensen

Title: President

Signature: Robert K Jensen

Date: 3/14/2016

SITE VISIT CERTIFICATION

ATTACHMENT NO. 8 TO BID FORM

I certify that I have visited the site of the proposed work and have fully acquainted myself with the conditions of the Project site, as well as those relating to construction and labor of the Project, and I fully understand the facilities, difficulties, and restrictions which may impact the total and adequate completion of the Project.

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

I agree to fully defend, indemnify and hold harmless the DISTRICT, Architect, Inspectors, Construction Manager (if any), and their directors, officers, employees, agents and volunteers from any damages, costs, expenses, or omissions related to conditions that could or should have been identified during my visit to the site.

Signature of Bidder:

Matthew Jensen

Typed Name of Bidder:

Matthew Jensen

State of California

County of _____

SUBSCRIBED AND SWORN TO (OR AFFIRMED) BEFORE ME on this _____ day of _____, 20____, by _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

(Notary Public)

My Commission Expires:

(Expiration Date)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me

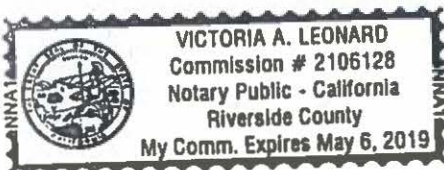
on this 14th day of March, 2014
 by _____
 Date Month Year

(1) Kathryn Elizabeth Jensen

(and (2) Anthony Jensen),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature Victoria A. Leonard
 Signature of Notary Public



Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Site Acquisition Document Date: 3-14-14

Number of Pages: _____ Signer(s) Other Than Named Above: _____

REFERENCES

ATTACHMENT NO. 9 TO BID FORM

1. The DISTRICT expressly reserves the right to reject the proposal of any Bidder who, upon investigation, has been determined to fail to complete similar Contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the Bidder is "non-responsible" and poses a substantial risk of being unable to supply the material, equipment, or services to complete the work in a cost-effective, professional and timely manner. The Bidder must complete and submit the attached form; failure to do so may be sufficient cause for the DISTRICT to reject the Bidder's bid as non-responsive.

2. In performing the above-described responsibility determination, the DISTRICT reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory State boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the Bidder has previously supplied material or performed work, reference checks and examination of all public records.

3. The Bidder must also demonstrate knowledge of school purchasing and business techniques and should possess a working ability and experience in providing similar material to a public agency. The Bidder shall furnish the names, current phone numbers, addresses, points of contact, and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the Capistrano Unified School District.

4. Failure to furnish the references (*in the complete format required*) may cause your proposal to be rejected as non-responsive.

5. EXAMPLE: Your references should be listed in the following format (facts are example only)

- (a) Work for X Y Z Unified School District
- (b) Phone # (222) 123-4567
- (c) 999 Holly Drive, L. A., CA 92000
- (d) Contact: J. Q. Jones III at above #

6. Reference #1

District or Entity: Compton Unified School District
Phone No.: (310) 639-4321
Address: 501 S. Santa Fe, Compton, CA 90221
Name of Contact: Diann Turner- Compton USD Antonio Villaruel Architect- 818.756.0425

Reference #2

District or Entity: Corona Norco Unified School District
Phone No.: 951-736-5000
Address: 2820 Clark Ave
Norco, CA 92860
Name of Contact: Lynn Murray

Reference #3

District or Entity: Palm Springs Unified School District
Phone No.: 760-416-6112
Address: 980 East Tahquitz Canyon Way
Palm Springs, California 92262
Name of Contact: John Vega

Reference #4

District or Entity: Riverside Unified School District
Phone No.: 951-352-6729
Address: 3380 14th Street • Riverside, CA 92501
Name of Contact: Kevin Hauser

Reference #5

District or Entity: Capistrano Unified School District
Phone No.: (714) 794-7006
Address: 33122 Valle Road, San Juan Capistrano, California 92675
Name of Contact: CJ Knowland IOR

By:


Signature of Bidder

3/14/2016

Donation of Funds
April 13, 2016

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Aliso Niguel High School PTSA	\$314.69	Technology	Aliso Niguel High School
Wells Fargo Community Support Campaign	\$75.00	Instructional Materials and Supplies	Aliso Niguel High School
Silicon Valley Community Foundation	\$50.04	Instructional Materials and Supplies	Aliso Niguel High School
Silicon Valley Community Foundation	\$50.04	Instructional Materials and Supplies	Aliso Niguel High School
Pacific Life Foundation	\$8,000.00	Chromebok Carts	Aliso Niguel High School
Wells Fargo Community Support Campaign	\$25.00	Instructional Materials and Supplies	Aliso Niguel High School
Chapman University	\$250.00	Instructional Materials and Supplies	Aliso Niguel High School
Target-Take Charge of Education	\$988.96	Technology	Aliso Viejo Middle School
Pacific Life Foundation	\$4,500.00	Staff Development and Technology	Canyon Vista Elementary School
CR&R Incorporated	\$1,168.28	Instructional Materials and Supplies	Canyon Vista Elementary School
Capistrano Valley High School Softball Boosters		Standard Storage Container	Capistrano Valley High School
Rainbow Book Company		Library Books	CUSD School Sites
Pacific Life Foundation	\$4,500.00	Staff Development and Technology	Dana Hills High School
Capistrano Valley High School Softball Boosters		John Deere Powered Gator w/ Canopy	Dana Hills High School
Ocean Institute	\$165.00	Transportation Fees for Field Trip	Del Obispo Elementary School
George White Elementary School PTA	\$192.00	Admission Fees for 1st Grade Field Trip	George White Elementary School
Hidden Hills Elementary School PTA	\$660.00	Field Trip Transportation	Hidden Hills Elementary School
Orange County Council	\$780.00	Refund for Science Camp	Hidden Hills Elementary School
Simonson Photography	\$500.00	Instructional Materials and Supplies	Laguna Niguel Elementary School
OC Avenue	\$75.00	General Gift Account	Las Flores Elementary School
Pacific Life Foundation	\$4,000.00	Accelerated Reader Program	Las Flores Elementary School
Marblehead Elementary School Aloha Education	\$1,347.00	Pal Stipend	Marblehead Elementary School
Moulton Elementary School PTA	\$250.86	Apple-TV and HDMI Cables	Moulton Elementary School
Moulton Elementary School PTA	\$29.16	Instructional Materials and Supplies	Moulton Elementary School
Pacific Life Foundation	\$5,000.00	Technology	Newhart Middle School
Oso Grande Elementary School PTA	\$24,939.93	Chromeboks	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$1,000.00	Payment for Additional Hours for Librarian Support	Oso Grande Elementary School
Pacific Life Foundation	\$3,000.00	Wireless Communication System	Phillip Reilly Elementary School
Brinker International	\$130.00	Instructional Materials and Supplies	Phillip Reilly Elementary School
Joseph Scott Schoeffel	\$500.00	Music and Arts Program	R.H. Dana Elementary School
R.H. Dana Elementary School PTA	\$810.00	Field Trip Transportation	R.H. Dana Elementary School
Lina G. Perez	\$200.00	Instructional Materials and Supplies	San Juan Elementary School
Target-Take Charge of Education	\$557.03	Instructional Materials and Supplies	San Juan Elementary School
San Juan Children's Education Foundation	\$650.00	Brain Pop Program	San Juan Elementary School
Pacific Life Foundation	\$3,000.00	Instructional Materials and Supplies	San Juan Elementary School
Erika Shawver	\$125.00	Instructional Materials and Supplies	San Juan Elementary School
Tijeras Creek Elementary School PTA	\$468.00	4th Grade Field Trip	Tijeras Creek Elementary School
Truman Benedict Elementary School PTA	\$17,644.58	Chromeboks and Accessories	Truman Benedict Elementary School
Target	\$2,699.23	Instructional Materials and Supplies	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$1,230.00	4th Grade Field Trip	Truman Benedict Elementary School
Viejo Elementary School PTA	\$571.00	3rd Grade Field Trip	Viejo Elementary School
Viejo Elementary School PTA	\$330.00	2nd Grade Field Trip	Viejo Elementary School

Donation of Funds
April 13, 2016

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Tandi Abel	\$125.00	Instructional Materials and Supplies	Viejo Elementary School - Learning Link
Wagon Wheel Elementary School PTA	\$2,000.00	Instructional Materials and Supplies	Wagon Wheel Elementary School
Allied Medical	\$1,000.00	iPads	Wagon Wheel Elementary School
Target Stores	\$2,680.05	Instructional Materials and Supplies	Wagon Wheel Elementary School
Wagon Wheel Elementary School PTA	\$1,134.00	Music Stands	Wagon Wheel Elementary School
Wood Canyon Elementary School Foundation	\$64.05	Copier Paper	Wagon Wheel Elementary School
	\$97,778.90		Wood Canyon Elementary School

**EXTENSION NO. 1 OF AGREEMENT BID NO. 1415- 17
MOVEMENT AND RECONFIGURATION OF RELO BLDGS**

WITH

G.A. DOMINGUEZ

Bid No. 1415-17 – G.A. Dominguez called for an original contract period of March 1, 2015 through February 29, 2016, 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.

The contract with G.A. Dominguez, pursuant to Bid No. 1415-17, shall be extended an additional 12 months, for the period March 1, 2016 through February 28, 2017, and at the prices shown in Exhibit A to this Extension Agreement, and Board approved on February 11, 2015.

Except as set forth in this Extension Agreement, and Board approved on February 11, 2015, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

G.A. Dominguez

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Exec. Director, Contracts & Purchasing
Title

Title

Board Approval Date: 04/13/2016

Date: _____

EXHIBIT A

VI. BID FORM

Name of Bidder: G.A. Dominguez

To: Capistrano Unified School District, acting by and through its Governing Board, herein called the "District."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Compliance With Safety Regulations, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

**Bid No. 1415-17
MOVEMENT AND RECONFIGURATION OF
RELOCATABLE BUILDINGS**

All in strict conformity with the Project documents, including Addenda Nos. 0, _____, _____, and _____, on file at the office of the Purchasing Department of said District.

BID PRICE SHEET

- All pricing herein to include all standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.**
- Bidders must enter a price for all items; if no cost, enter zero (0); if not bidding on a line item, enter No Bid; or the bid submitted may be declared non-responsive.
- Low bid will be determined by select line items representing common District projects at a weighted percentage; job scenarios to be provided at bid opening.
- Bid to be awarded to lowest responsive, responsible bidder.

Item #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
	Tear down, Transport and Re-set: Moving relocatable classroom buildings from any site in the Capistrano Unified School District to any other site located within the school District and placing on new wood foundation complete per D.S.A. specifications.		
1	12' x 40' relocatable	Each	4,645. ⁰⁰
2	14' x 40' relocatable	Each	4,975.-
3	24' x 40' relocatable	Each	6,925.-
4	32' x 60' relocatable	Each	12,600.-
5	40' x 48' relocatable	Each	12,800.-
		—	—
	Tear down, Transport and place on single crib: Moving relocatable classroom buildings from any site in the Capistrano Unified School District to any other site located within the school District and placing to a single crib for storage.		
6	12'x 40' relocatable	Each	1,975. ⁰⁰
7	14' x 40' relocatable	Each	2,250.-
8	24' x 40' relocatable	Each	3,660.-
9	32' x 60' relocatable	Each	7,700.-
10	40' x 48' relocatable	Each	6,750.-

	Tear down, Removal and disposal of relocatable classroom buildings from any site in the Capistrano Unified School District. Contractor responsible and liable for method of disposal of relocatable building.		
11	12' x 40' relocatable	Each	4,800.-
12	14' x 40' relocatable	Each	5,600.-
13	24' x 40' relocatable	Each	7,600.-
14	32' x 60' relocatable	Each	9,800.-
15	40' x 48' relocatable	Each	11,900.-
16			
	Transport from storage and Re-Set: Moving relocatable classroom buildings from storage site in the Capistrano Unified School District to any other site located within the school District and re-set.		
17	12'x 40' relocatable	Each	3,300.-
18	14' x 40' relocatable	Each	3,500.-
19	24' x 40' relocatable	Each	5,800.-
20	32' x 60' relocatable	Each	8,075.-
21	40' x 48' relocatable	Each	9,980.-
	When applicable: remove common pad from remaining building, supply treated lumber and construct 40' of stem wall with skirting and vents, skirting to be painted.		
22	40' stem wall	Each	1,200.-
23	Reverse load	Per Floor	125.-
24	Side load	Per Floor	175.-
25	8' closure panels for 2' or 3' separation	Each	225.-
26	1" square tube hand rail - primed/painted	Lineal Foot	38.-
27	Metal ramps w/hand rail	Per 12 foot section	2,475.-
28	7'x6' Metal platforms w/hand rail	Each	2,250.-
29	7'x11' Metal platform w/ hand rail	Each	2,100.-

30	5'x9' Switch back landing w/hand rail	Each	<u>2100.-</u>
31	Remove wall (1/2" drywall both sides)	Lineal Foot	<u>12.00</u>
32	Add wall (1/2" drywall both sides)	Lineal Foot	<u>42.00</u>
33	R & R door (standard metal) - supplied by contractor	Each	<u>975.00</u>
34	Add door (standard metal) - supplied by contractor	Each	<u>1,750.-</u>
35	R & R window (4' x 8') - supplied by contractor	Each	<u>1,050.-</u>
36	Add window (4' x 8') - supplied by contractor	Each	<u>1,875.-</u>
37	R & R siding (T1-11 x 5/8")- supplied by contractor	Square Foot	<u>8.75</u>
38	R & R stairs - supplied by contractor	Lineal Foot	<u>125.00</u>
39	Add stairs - supplied by contractor	Lineal Foot	<u>120.-</u>
40	R & R FRP merlite board	Lineal Foot	<u>58.00</u>
41	R & R tack board in side walls	Lineal Foot	<u>85.00</u>
42	Remove and dispose of ramps (4'x12') and landings (6'x7')	Each	<u>250.00</u>
43	Remove and replace rain gutters	Lineal Foot	<u>14.00</u>
44	Install down spouts	Each	<u>60.00</u>
45	Install 2" aluminum metal on carpet seams at mod lines	Lineal Foot	<u>4.50</u>
46	Replace sub-floor with 1 1/8" plywood	Each	<u>380.-</u>
47	Install/replace ceiling tiles	Each	<u>12.00</u>
48	Install/Replace cove molding	Lineal Foot	<u>4.00</u>

	Fire Riser Cages w/door, lockable w/pad locks in 2 places. 3/4" sq tube frame w/expanded metal screening, primed, painted and installed. Color selected by District.		
49	24"x30"x108"	Each	1475,-
			—
	Painting, including but not limited to: siding, doors, stairs, walls, hand rails and ramps		
50	Foreman	Hourly	95.00
51	Laborer	Hourly	85.00
			—
	Repairs, including but not limited to: siding, windows, doors, stairs, walls, wall coverings, T-bar ceiling and flooring		
52	Foreman	Hourly	95.00
53	Laborer	Hourly	85.00
			—
54	Remove, dispose and replace painted hardy panel (1/4"x8")	Lineal Foot	11.00
			—
	Provide and install Trex Deck		—
55	1"x6"	Lineal Foot	5.75
56	2"x6"	Lineal Foot	7.50
57	2"x4"	Lineal Foot	5.50
			—
	Remove, dispose and replace Trex Deck		—
58	1"x6"	Lineal Foot	6.25
59	2"x6"	Lineal Foot	7.75
60	2"x4"	Lineal Foot	6.50
			—
	Provide and install Ice & Water Shield "cold stop" (installed behind T1-I1)		
61	18" wide roll	Lineal Foot	4.25
62	36" wide roll	Lineal Foot	8.00
			—
	Installation of drywall		—
63	Foreman	Hourly	90.00
64	Laborer	Hourly	80.00
			—
	Installation of wall coverings		—
65	Foreman	Hourly	90.00
66	Laborer	Hourly	80.00
			—
			—

	Framing wood and metal		—
67	Foreman	Hourly	95. ⁰⁰
68	Laborer	Hourly	85. ⁰⁰
			—
	Repair or replace portable building roofs		—
69	Foreman	Hourly	110. ⁰⁰
70	Laborer	Hourly	95. ⁰⁰
			—
	Repair or replace portable building asphalt torch down roofs		
71	Foreman	Hourly	110. —
72	Laborer	Hourly	105. —
			—
73	Minimum job cost	Lump Sum:	250. ⁰⁰
			—
	Crane with Operator		—
	Accessory Truck	Per Truck	575. ⁰⁰
74	70 Ton Crane	Hourly	440. ⁰⁰
75	90 Ton Crane	Hourly	505. ⁰⁰
76	150 Ton Crane	Hourly	530. ⁰⁰

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 (7th) 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:

George A. Dominguez
Lynn M. Dominguez

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. 495764, Class A+B 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

G.A. Dominguez

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.

COMPANY NAME G.A. Dominguez

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: George A. Dominguez dba G.A. Dominguez
Signed by: [Signature]
Print Name: George A. Dominguez
Date: 1/13/15
Business Address: 537 W. Grand Avenue
Escondido, CA 92025
Telephone: 760-294-4116 x.101

Partnership Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____
Other Partner(s): _____

Corporation Name: _____
(a _____ Corporation¹)
Business Address: _____
Telephone: _____
Signed by: _____, President, Date: _____
Print Name: _____, President
Signed by: _____, Secretary, Date: _____
Print Name: _____, Secretary
[Seal]

¹ 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.

COMPANY NAME G.A. Dominguez

Joint Venturer

Name: _____
Signed by: _____, Joint Venturer
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____ (Name)

Signed by: _____
Print Name: _____
Date: _____
Doing Business as: _____;
Business Address: _____
Telephone: _____

If a Partnership: _____ (Name)

Signed by: _____, Partner
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____

If a Corporation: _____ (a _____ Corporation)

Signed By: _____ Date: _____
Print Name: _____
Title: _____
Date: _____
Business Address: _____
Telephone: _____

APRIL 13, 2016 BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT
AGREEMENTS

NEW AGREEMENTS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
ICA	1516232	1	General Fund	Agency for Student Health Research, Incorporated	Provide CUSD Staff and Authorized Personnel with a Web Based HIPAA & FERPA Compliant Injury Reporting Platform	5/1/2016-6/30/2017	\$ 2,970.00
ICA	1516236	1	Food and Nutrition Services	Fairbank, Maslin, Mauldin, Metz, & Associates	Provide Consulting Services to Help the District Strategize, Draft, Coordinate Interest Sample Pool and Other Related Services Pertaining to Foods & Nutrition Services Satisfaction Questionnaire/Survey, Which Will be Administered by Capistrano Unified School District Staff to District Students	4/14/2016-6/30/2016	\$ 3,000.00

TOTAL \$ 5,970.00

NEW AGREEMENT RATIFICATIONS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
ICA	1516202	2	General Fund	Gayle M. Paride	Provide Communications Assistance to the Public Information Officer on Essential Priorities Such as the Development of Press Releases and Public Relations Efforts in Internal and External Communication Tools	1/01/2016-5/30/2016	\$ 25,000.00
ICA	1516225	1	Education	UC Irvine History Project	Provide Training on Implementation of the California History Social Science Project's History Blueprint: Cold War	3/8/2016-6/30/2016	\$ 2,100.00
PSA	1516229	1	Special Ed	Laura S. Phillips	Consulting Services for CUSD Special Ed Students	2/26/2016-6/30/2016	\$ 7,000.00
PSA	1516230	1	Special Ed	Mary Naimie, LCSW, Incorporated	Consulting Services for CUSD Special Ed Students	2/26/2016-6/30/2016	\$ 7,000.00
ICA	1516231	2	General Fund	Cerrell Associates, Incorporated	Professional Marketing Services to Educate Constituents about District's Facilities and Accomplishments	3/1/2016-6/30/2016	\$ 30,000.00
FSA	1516233	3	Deferred Maintenance	Flag Systems Incorporated	Provide Sound System including Equipment, Materials and Labor for the Theater at San Juan Hills High School	4/14/2016 - Upon Completion of Work	\$ 62,918.05
PSA	1516234	1	Special Ed	Creative Behavior Interventions	Provide Functional Behavioral Assessments	3/28/2016-6/30/2016	\$ 2,800.00
ICA	1516235	2	Communications	Fairbank, Maslin, Mauldin, Metz, & Associates	Provide Public Opinion Research and Strategy Services	1/1/2016-6/30/2016	\$ 25,000.00

TOTAL \$ 161,818.05

APRIL 13, 2016 BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT
AGREEMENTS

AMENDMENTS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	ESTIMATED EXPENDITURES
PSA	1415154	3	Health Services	Leisure Care Referral Agency	Nursing Services	Increase Contract Amount from \$110,000 to \$150,000	\$ 40,000.00
PSA	1516065	1	Special Ed	Hatch & Cesario	Special Ed Legal Services	Increase Contract Amount from \$50,000 to \$60,000	\$ 10,000.00

TOTAL \$ 50,000.00

AMENDMENT RATIFICATIONS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	ESTIMATED EXPENDITURES
ICA	1415065	3	General Fund	Thinking Maps, Incorporated	Provide Training on Thinking Maps	Increase Contract Amount from \$10,000 to \$80,000	\$ 70,000.00
ICA	1415200	3	Carl Perkins	Pacific Symphony	Provide Musician Workshops to CUSD Students	Increase Contract Amount from \$4,000 to \$6,900	\$ 2,900.00
PSA	1516086	1	Special Ed	Boys Town, California, Incorporated	Provide In-Home Counseling and Guidance Services	Increase Contract Amount from \$130,000 to \$250,000	\$ 120,000.00
ICA	1516133	1	Title I	123 Math	No Child Left Behind Supplemental Educational Services	Increase Contract Amount from \$3,997.25 to \$4,997.25	\$ 1,000.00
ICA	1516141	1	Title I	#1 in Learning Online, Incorporated	No Child Left Behind Supplemental Educational Services	Increase Contract Amount from \$3,997.25 to \$5,997.25	\$ 2,000.00
ICA	1516147	1	Title I	Above & Beyond Learning, Incorporated	No Child Left Behind Supplemental Educational Services	Increase Contract Amount from \$3,997.25 to \$5,997.25	\$ 2,000.00

APRIL 13, 2016 BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT
AGREEMENTS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	ESTIMATED EXPENDITURES
ICA	1516148	I	Title I	A Better Tomorrow Education	No Child Left Behind Supplemental Educational Services	Increase Contract Amount from \$7,994.50 to \$9,994.50	\$ 2,000.00
ICA	1516149	I	Title I	A Tree of Knowledge Educational Services, Incorporated	No Child Left Behind Supplemental Educational Services	Increase Contract Amount from \$3,997.25 to \$12,997.25	\$ 8,900.00
ICA	1516156	I	Title I	Apple Learning Company	No Child Left Behind Supplemental Educational Services	Increase Contract Amount from \$3,997.25 to \$24,997.25	\$ 21,000.00
ICA	1516161	I	Title I	HIT Learning Center	No Child Left Behind Supplemental Educational Services	Increase Contract Amount from \$3,997.25 to \$20,997.25	\$ 17,000.00
ICA	1516165	I	Title I	Professional Tutors of America, Incorporated	No Child Left Behind Supplemental Educational Services	Increase Contract Amount from \$31,978 to \$59,978	\$ 28,000.00
ICA	1516166	I	Title I	Reach Professional in Home Tutoring	No Child Left Behind Supplemental Educational Services	Increase Contract Amount from \$3,997.25 to \$5,697.25	\$ 1,700.00
ICA	1516167	I	Title I	Rio Hondo Education Consortium DBA LEARN	No Child Left Behind Supplemental Educational Services	Increase Contract Amount from \$3,997.25 to \$24,997.25	\$ 21,000.00
ICA	1516168	I	Title I	Spectrum Solutions LLC	No Child Left Behind Supplemental Educational Services	Increase Contract Amount from \$3,997.25 to \$67,997.25	\$ 64,000.00
ICA	1516175	I	Title I	Educando Lideres	No Child Left Behind Supplemental Educational Services	Increase Contract Amount from \$3,997.25 to \$20,997.25	\$ 17,000.00
MCA	1516197	I	Special Ed	Novata Behavioral Health dba Novata CARES	Occupational Therapy and Physical Therapy Services	Increase Contract Amount from \$50,000 to \$60,000	\$ 10,000.00
TOTAL							\$ 388,500.00

APRIL 13, 2016 BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT
AGREEMENTS

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MCA- Master Contract Agreement

FSA - Field Service Agreement

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

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

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

No not to exceed amount included in the master contract. The master contract agreements do not include a not to exceed dollars amount as it may limit the flexibility to place special education students in a timely manner.



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of April 14, 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".

AGENCY FOR STUDENT HEALTH RESEARCH, INCORPORATED

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

WHEREAS, District is in need of such 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: **\$2,970** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for May 1, 2016, through June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

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

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

DISTRICT

By: _____
 Name: Janet Polite
 Title: Supervisor, Purchasing
 Board Approval Date April 13, 2016

CONTRACTOR

Signature _____
 Name: _____
 Title: _____
 Address _____

 Email Address: _____
 FEIN _____



InjureFree support: (866) 591-214 / X8U4
Support@InjureFree.com
PO Box 927383
San Diego, CA 92192

EXHIBIT A

InjureFree License Subscription Price Estimate

January 20th, 2016

Client: Capistrano Unified School District
Administrator: Grant Martin Jr.

Pricing Breakdown

2015/2016 School Year
Flat fee per High School.....\$495.00
-Deploy to each High school athletic program

License Subscription Includes the

- License subscription includes:
 - Unlimited user access as directed by CUSD
 - Includes access to all organizations contracted by CUSD
 - Unlimited account configuration and support
 - Training and technical support
 - Upgrades, support and conversion to future InjureFree software releases (no additional charges)

Project Scope

- Provide CUSD staff and authorized personnel with a web based Hipaa & Ferpa compliant Injury reporting platform
 - Mobile, real-time, paperless
 - Open communication between administration, district nurses, coaches, parents and athletic trainers

Project Scope cont.

- Provide concussion education and training for all school staff, volunteers, parents and students that helps meet state compliance with respect to concussion laws and education documentation
 - Track all Coaches, Parents and Volunteers that complete State Concussion education, testing and training videos (available through our education portal)
 - Concussion training modules such as the CDC Heads-Up training is built in (English and Spanish)
- Real-time return to play/learn status
 - InjureFree documents return to play/learn status
 - Prevent athletes from participating without RTP documentation
 - names appear in red when a child is not cleared
 - Only healthcare providers can provide return to play clearance within our system
- Use InjureFree for the collection and analysis of injury data within district
 - compare injury rates between schools and teams
 - use injury data to create policies and procedures for best practices (coach training modules, protective gear, fields)
 - mitigate risk

Estimates are an approximation of charges to you, and they are based on the anticipated details of the work to be done. It is possible for unexpected complications, changes or revisions to cause some deviation from the estimate. Estimate is valid for 60 days from date listed.
InjureFree is provided by the Agency for Student Health Research

InjureFree Implementation Plan

Step 1: Communication

InjureFree may provide an email template to help customer communicate the following:

- Introduce InjureFree
- What to expect (registration email coming, outline timeline)
- Introduce new organization injury management policies or procedures (outline them or indicate more info to come)

Step 2: Account Setup

InjureFree Support works with customer's InjureFree Administrator to:

- Provide Admin with training
- Configure account options (roster uploads, custom questions, team management)
- Invite user population to register

Step 3: User Training

InjureFree Support conducts training sessions through web conference with computer screen sharing. Training includes:

- Instructions for easily accessing InjureFree from any web-enabled device
- Role-specific training includes a walkthrough and how-to instructions on InjureFree functionality
- Client-specific process overview, based on new organization injury management policies or procedures (i.e. School Nurse must include note to ATC in InjureFree after student visit)

Step 4: Go-Live

InjureFree may provide an email template to help customer communicate the following:

- Go-live announcement
- Reiterate new policies/procedures
- How to contact InjureFree Support directly for assistance

Injury Management

Injury Management Policies and Procedures

Oversight Committee/Concussion Management Team:

- Who is on the oversight committee?
- Reporting requirements
 - o Who will be reporting injuries in the schools? (ADs, Nurses, ATs, Coaches, etc.)?
 - o How long after an injury occurs must the report be submitted?
 - o What custom questions should be added to the report for each school?
 - o What injuries should be reported (all injuries regardless of severity)?
 - o Who is responsible for maintaining up-to-date rosters?
- Communication on serious injuries:
 - o Which injuries should include specific information?
 - o What is the Emergency Action Plan?
 - o What is the RTP/RTL Policy?
 - o Other protocols?
- How does Administration ensure users are complying with reporting requirements?
- Who should receive submitted reports? (i.e. sending injury reports to district, insurance, etc.)

Expectations of Users:

- ATCs, Nurses, Coaches, Teachers:
 - o Follow up with certain parties for certain injury types?
- Nurses/ATCs
 - o How often/when do nurses/ATCs check RTP/RTL, injury report logs?
- Coaches
 - o How often/when do coaches check RTP/RTL, injury report logs?
 - o What is process around Not Cleared players attempting to participate?
 - o Who is the person (assistant coach, volunteer, etc.) to report injuries if ATC not available?
- School Administrators
 - o How does AD or other admin hold others users accountable to reporting, updating, ... items listed above
 - o What is the process for RTP/RTL clearance?
 - o How often should administrators review injury data?

Concussion Education:

- Use InjureFree for education?
- What currently is being used?
- Timeline for employee/volunteer to complete education training?
- Who must complete education? (State law requirements?)
- Who is responsible for ensuring all education is completed?
 - o Admins for coaches?
 - o Coaches for students/parents?



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of April 14, 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".

FAIRBANK, MASLIN, MAULLIN, METZ, & ASSOCIATES

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: \$3,000 in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for April 14, 2016, through June 30, 2016 from the Effective Date, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

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

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

Capistrano Unified School District

By: Janet Polite
 Name: Janet Polite
 Title: Supervisor, Purchasing
 Board Approval Date: April 13, 2016

Contractor

Signature: _____
 Name: _____
 Title: _____
 Address: _____
 Email Address: _____
 FEIN: _____

EXHIBIT A
FEE SCHEDULE

Fairbank, Maslin, Maullin, Metz, & Associates (FM3)
Richard Bernard, Partner & Senior Vice President
12100 Wilshire Blvd., Suite 350
Los Angeles, CA 90025
Phone: (310) 828-1183
Fax: (310) 453-6562
Bernard@fm3research.com

Provide consulting services to help Capistrano Unified School District (District) strategize, draft, coordinate interview sample pool and other related services pertaining to Foods & Nutrition Services satisfaction questionnaire/survey, which will be administered by District Staff to District Students

\$200/hour
Round trip travel 138 miles at the applicable IRS Business Mileage Rates
Toll Charges Round Trip \$13.00



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **April 14, 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".

GAYLE M. PARIDE

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$25,000** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for January 1, 2016 through May 30, 2016 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

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

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

Capistrano Unified School District

Gayle M. Paride

By: _____
Name: Janet Polite
Title: Supervisor, Purchasing
Board Approval Date: April 13, 2016

Signature: _____
Name: _____
Title: _____
Address: _____

Email Address: _____
FEIN: _____

EXHIBIT A
FEE SCHEDULE

Gayle Paride Marketing & Communications Consulting

Gayle Paride
12 Agia
Laguna Niguel, CA 92677
714-390-0922
gparide@pacbell.net

Description of Services

- School Calendar Engagement (17-18) and the Calender Committee: Forum and committee meeting coordination, outreach and strategic planning
- Draft and distribution of internal communication and announcements for CUSD
- College Fair 2016 coordination, outreach and strategic planning
- Strategic planning and coordination of Learning in Capo Spotlights
- Career Technical Education Launch strategy and development

Rate of Pay & Expenses

Rate of Pay is \$55/hour or a Daily Rate of \$440.00 commencing January 1, 2016 through May 30, 2016.



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of April 14, 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".

UC IRVINE HISTORY PROJECT

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: **\$2,100** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for the term of March 8, 2016, through June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

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

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

DISTRICT

By: _____
Name: Janet Polite
Title: Supervisor, Purchasing
Board Approval Date: April 13, 2016

CONTRACTOR

Signature _____
Name: _____
Title: _____
Address _____
Email Address: _____
FEIN _____



**In-Service for US History Teachers
History Blueprint: Cold War**

This proposal presents a plan for a one-day training in on the implementation of the California History-Social Science Project's History Blueprint: Cold War. This is an innovative curriculum aligned to the California History-Social Science Standards and the Common Core State Standards. It combines historical investigation, carefully selected primary sources, activities to strengthen reading and writing, and practice evaluating and developing arguments based on historical evidence. This will include a focus on the specific topics of:

- The Origins of the Cold War,
- Containment Abroad,
- Containment at Home,
- Vietnam,
- and the End of the Cold War

Teachers will receive lessons, strategies, and have time to discuss implementation in school site and course-alike groups. By the end of the training teachers will receive: secondary and primary sources, model lessons, curriculum, strategies for teaching informational and argumentative writing, rubric, and opportunities for discussion of Common Core lessons.

March 8, 2016 8:30-3:00

The training will be held at Capistrano Unified School District and will serve approximately 20 teachers. The training costs will include: a presenter versed in theory and practice, standards-aligned materials, and printing costs. All materials developed as a result of the training will be available digitally (either on a district or UCI website) for the teachers.

Budget

\$2,000 x 1-day of training	\$2,000
campus indirect cost @ 5%	100
Total	\$2,100



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of April 14, 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".

LAURA S. PHILLIPS

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 **\$7,000** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for February 26, 2016, through June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____
Name: Janet Polite
Title: Supervisor, Purchasing
Board Approval Date: April 13, 2016

CONSULTANT

Signature: _____
Name: _____
Title: _____
Address: _____

Email Address: _____
FEIN _____

Exhibit A
Fee Schedule
2015-16

Laura S. Phillips
5 Bristers Hill
Ladera Ranch, CA 92694
(617) 699-0001
lauraphillips@lscsw@gmail.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Term of Contract: February 26, 2016 through June 30, 2016

Hourly Rate: \$80.00



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of April 14, 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".

MARY NAIMIE, LCSW, INCORPORATED

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, 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 \$ 7,000 in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for February 26, 2016, through June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Janet Polite

Title: Supervisor, Purchasing

Board Approval Date: April 13, 2016

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN _____

Exhibit A
Fee Schedule
2015-16

Mary Naimie, L.C.S.W.
3551 Mira Costa, Suite K
San Clemente, CA 92672
949-234-1120 ext. 1
mary@mindfit4life.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Term of Contract: February 26, 2016 through June 30, 2016

Hourly Rate: \$85.00



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of April 14, 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".

CERRELL ASSOCIATES, INCORPORATED

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

WHEREAS, District is in need of such 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: \$30,000 in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for March 1, 2016, through June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

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

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

DISTRICT

By: _____
 Name: Janet Polite
 Title: Supervisor, Purchasing
 Board Approval Date April 13, 2016

CONTRACTOR

Signature _____
 Name: _____
 Title: _____
 Address _____
 Email Address: _____
 FEIN _____



320 North Larchmont Boulevard
Los Angeles, California 90004
Phone: 323-466-3445
Fax: 323-466-8653
www.cerrell.com

EXHIBIT A

March 2, 2016

Mr. Ryan Burris
Public Information Officer
Capistrano Unified School District
Sent via email to rkburris@capousd.org

Re: Professional Marketing Services to Educate Constituents

Dear Mr. Burris:

Thank you for reaching out to Cerrell Associates (Cerrell) regarding the Capistrano Unified School District (District). We enjoyed hearing about the District's ongoing efforts to launch a coordinated and comprehensive marketing program to educate constituents about its facilities and accomplishments.

For communities to understand the District's successes and potential needs, it is vital to develop and implement a compelling education and communications program. As the District covers seven cities (San Clemente, Dana Point, San Juan Capistrano, Laguna Niguel, Aliso Viejo, Mission Viejo and Rancho Santa Margarita), as well as unincorporated Orange County, the District's effort requires a skilled, multilingual firm that understands how to clearly communicate across multiple channels.

Cerrell is the ideal choice to partner with the District's existing communications team to design and implement this engagement and communications program to ensure constituents understand the District's accomplishments and challenges.

For 50 years, Cerrell has worked with school districts and government agencies on public education programs. Our team understands the importance of creating effective messages and utilizing the best delivery methods to ensure that the public understands a district's successes.

To accomplish the District's goals, we would implement the following comprehensive, fact-based communications program aimed at educating the public about the District's current position and future vision.

Approach

Cerrell believes in a team approach for every project. We assemble the best group of professionals from our skilled staff to handle a client's needs. As part of our team approach, we also believe in working collaboratively with the client and other consultants to achieve the District's goals.

We also understand how to work with government entities. Through our communications work with cities like Anaheim, Claremont and Huntington Beach, as well as Anaheim Union High School District and Lancaster Elementary School District, we know how to integrate with Public Information Officers and augment their existing communications capabilities. Our experience will

allow us to seamlessly integrate into the District's team, augment its capacity and abilities, and deliver immediate benefits.

Scope of Services

The following information outlines the types of services we would offer the District to create and launch a sustained and comprehensive marketing and communications program to educate the District's diverse communities over the next several months.

If retained by the District, we will create a detailed timeline of when each proposed activities would occur:

- **Strategic Communications & Message Development:** As we do for all programs, we will begin with a kickoff meeting to discuss the scope of our work and foundational messages. Part of this process will include analyzing past and existing messages and communications channels, as well as any assessments of how constituents view the District. Messages could include:
 - Promoting the School District as the source of future leaders and preparing them for 21st Century jobs
 - Recognizing the accomplishments of schools and teachers
 - Highlighting the importance of investing in the community's educational resources.
 - Noting the leadership position the District has in the community
 - Outlining how economically responsible the District has been throughout the recession and recovery by continuing to deliver high-quality educational services
- **Materials Development:** Once our messages have been created, reviewed and approved by the District, Cerrell will work with the District to design, print and disseminate a variety of public education materials to be used during all community and media outreach activities. As the District encompasses diverse communities, we will want to create multilingual materials to ensure our messages reach the broadest audience. Materials will include:
 - Fact sheets
 - Frequently Asked Questions (FAQ) sheet
 - Content for the school district's website

We will create these materials using our in-house designer and the visual themes provided by the District. We have attached examples of some of our work to the end of this proposal.

- **Online Materials and Social Media:** Using our developed messages, we will create content for the District's website to further educate the public. This should include posting the education program's materials previously mentioned. We will also craft messages for the District's social media platforms to engage stakeholders through multiple communications platforms.
- **Message Dissemination:** Throughout the program and at strategically selected times, we will work with the District to disseminate educational messages through its existing electronic and printed newsletters. Additionally, we recommend that our materials be placed in all District facilities and explore utilizing other District communications platforms to distribute our messages/materials.

- District Training: As the District's leadership, staff, principals and teachers primarily interface with parents, students and external stakeholders, it is vital that they feel comfortable discussing this program. As such, we would be more than happy to provide group trainings to the District's staff to ensure consistent messages are being communicated properly to external audiences.
- Community/Media Outreach Development: Any successful public education campaign involves stakeholder and media engagement. These efforts also play a critical role in gaining valuable community feedback. Working closely with the District, we will help identify influential stakeholders and media outlets in the community to engage. This will help to distinguish potential third-party messengers to amplify the District's messages to a wide array of audiences.

We believe the District already possesses a robust communications network of parents, media and community stakeholders. We would work with the District to augment this network with additional community groups, homeowner associations, civic groups, unions and business organizations. At the strategically appropriate time, Cerrell will engage these groups to provide them with our materials and inquire if an in-person presentation is needed. If deemed necessary, we believe that District personnel should lead these presentations with Cerrell's assistance, as these District personnel are trusted resources in the community.

Likewise, press reporters and editors might wonder why they are being contacted by a District contractor rather than their normal communications from the District. As such, we recommend the District interface with the media at all times, with framing/pitching assistance from Cerrell.

Lastly, we should explore holding a public education forum, or series of forums, to directly engage and educate the District's constituents. This forum(s) could be held at a local community center or in partnership with leading civic groups to attract a broad audience, or include our messages in already planned community meetings.

- Direct Mail: The most effective method to directly engage the District's constituents is through a mail program. We would design and distribute a purely educational piece to deliver the program's messages in an unfiltered way to the District's constituents. We would use visuals to illustrate the District's success and needs, with easy-to-understand messages. We can also consider providing general contact information to allow people to ask questions and provide feedback.

Team

The Cerrell team will be led by Tori Chica, Public Affairs Director and leader of the firm's Campaigns & Issues Management practice. She brings almost a decade of local and national communications and outreach experience to Cerrell's team. The firm's Chief Strategic Officer, Brandon Stephenson, will provide strategic counsel on all account activities. Brandon has more than a decade of effectively designing and implementing marketing programs for government entities. Account Coordinator Wendy Villalta will assist Tori and Brandon on implementing all program activities.

For your reference, we have attached biographies for each team member. Additionally, Cerrell's team of more than 24 other media, outreach and public affairs professionals are available to assist the project team if the need arises.

Budget

For the services outlined above, we propose a monthly consulting fee of \$7,500, to begin March 1 and run through June 30. Normal business expenses – phone calls, copying, fax charges, etc. – will be billed at cost. In addition, should the District and Cerrell agree upon the need for external graphic designers, printers and/or other outside vendors for the creation of materials or an educational mail program, those costs would be billed separately.

Regarding additional costs:

- Translation costs will be determined by how many pieces must be translated and into how many different languages. We envision costs ranging from \$2,000-\$4,000.
- As the District most likely has an internal print shop, we recommend the District print all program materials.
- For the mail program, we envision mailing one mail piece to all 105,344 registered households in the District. While the cost of the mail piece will depend on the format (front and back, trifold, brochure, etc.), our standard piece routinely goes for \$.57 per piece. Using this mailing universe and this cost estimate, the projected cost for a mail piece, including the design, union printing and mailing, would be more than \$60,000. These costs can be reduced if the mailing universe shrinks, or if we develop a smaller, less expensive mail piece. Additionally, the cost to purchase the mailing list for this particular size of a universe is \$1,363.

Conclusion

Thank you again for the opportunity to present our qualifications, experience and vision for a successful program to market the District's success to the public. We look forward to discussing this proposal with you in greater detail at your convenience. In the meantime, please do not hesitate to contact Brandon or Tori at (323) 466-3445, or by email at brandon@cerrell.com or tori@cerrell.com.

Sincerely,



Brandon Stephenson
Chief Strategic Officer



Tori Chica
Public Affairs Director



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 14 day of April, 2016, by and between Flag Systems, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount estimated to be \$ 62,918.05 the following:
A sound equipment (speakers, amps and processor), the associated hardware (mounting brackets), installation labor (mounting brackets, cabling and tuning), and the applicable taxes on materials and labor for the installation of a new sound system for the Theater at San Juan Hills High School.
As described in the attached Exhibit A.
2. The term of the Contract shall begin on April 14, 2016 and end upon completion of work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Technical Information Service and Director, Maintenance & Operations 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 02/08/2016
- ☒ Plans and Specifications/Scope of Work
- ☒ Worker's Compensation Certificate
- ☒ Purchase Order Number _____
- ☒ Liability Insurance Certificate
- ☒ Guarantee
- ☒ Certification by Contractor of Criminal Records Check
- ☒ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☐ Payment Bond \$ _____
- ☐ Faithful Performance Bond \$ _____
- ☐ California State Contractor's License Number _____
- ☒ Drug-Free Workplace Certification
- ☒ Tobacco Use Policy
- ☐ DIR Registrations No. _____
- ☐ Other _____

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

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Janet Polite
Print Name

Print Name

Supervisor, Purchasing
Title

Title

Board Approval Date: April 13, 2016

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

Field Service Agreement
Capistrano Unified School District

Flag Systems, Inc.

1940 E. McFadden Ave.

Santa Ana, CA 92705

Ph 714-547-9041

Estimate

DATE	ESTIMATE NO.
2/8/2016	1122

NAME / ADDRESS
San Juan Hills High School c/o Clark Fisher

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Install of Sound System for Theater at San Juan Hills High School. Equipment: ***1-Flown Main Hang--6 JBL VRX932LA-1 w/Array Frame includes 1-Half-ton single- phase motor ***2 Side Hangs for Balcony--2-2 deep VRX928LA w/Array Frames ***2 Main Floor L/R Sets of 1-AM7215/95(on JBL MTU-3 wall mounts) & 1-SRX828S(with caster kit) per side ***4 Crown DC14/2400N Amps for all Speaker Power ***1-BSS BLU-100 Processor Total Price for Speakers, Amps and Processing: ***Rigging, Rigger, Mount Brackets and Labor ***NL4 Cabling(try to use all existing)and CAT 5 ***Install Labor and Tuning Installation Approximate Price:		51,757.45	51,757.45T
		6,500.00	6,500.00T
		0.00	0.00
		0.00	0.00
		0.00	0.00
Note--Need 26' man lift to install center hang. Rigger will determine needs on walk-thru.			
			\$58,257.45
		(8.0%)	\$4,660.60
		TOTAL	\$62,918.05



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of April 14, 2016 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".

CREATIVE BEHAVIOR INTERVENTIONS

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 **\$2,800** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for March 28, 2016, through June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____
Name: Janet Polite
Title: Supervisor, Purchasing
Board Approval Date: April 13, 2016

CONSULTANT

Signature: _____
Name: _____
Title: _____
Address: _____

Email Address: _____
FEIN _____



EXHIBIT A
Creative Behavior Interventions

NPA Certification #: 1A-30-178

EIN #: 900583742

Direct Line: (949) 328-7688 ext 2002.

Fax: (949) 328-7689

Fee Schedule for 2016-2017

Service	Fee Per Hour
Supervision - Behavior Intervention Including but not limited to: Development and Modification, Consulting, Report Writing, Goals Development, Clinic attendance for Supervisor, IEP attendance	\$150.00
1:1 Behavior Intervention - Implementation of Behavior Modification Plans in the home and school setting, Clinic attendance.	\$65.00
Behavior Assessments - Including but not limited to: Observations across all settings, Parent/Staff Interview, Review of records, scoring, report writing	\$2,800
Other: Travel Time	\$50.00/hour
Other: Costs occurred (car rental, gas, accommodations)	Reimburse Amount

Information:

Denise Eckman, Psy.D, BCBA-D,
949-861-1580
President and Clinical Director
Email: DrEckman@cbibelieves.com

Business Services:

Mary Tran
949-328-7688 ext. 2002
Vice President
Email: MTran@cbibelieves.com

Business Address: 3002 Dow Avenue #122, Tustin, CA 92780

Mailing Address: 3002 Dow Avenue #122, Tustin, CA 92780



CAPISTRANO UNIFIED SCHOOL DISTRICT

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **Creative Behavior Interventions** (approved staff: Denise Marie Eckman, Psy.D, BCBA-D) has agreed to conduct one or more Independent Educational Evaluations (IEEs) during the 2015-2016 fiscal year. Consultant is functioning solely as an Independent Educational Evaluator. In performing and completing the duties of the IEE, Consultant agrees to the following:

1. Conflict of Interest: Consultant agrees that he/she will not recommend therapy or services within his/her own agency, company, or practice.
2. School Grounds: Consultant agrees that during the performance of an IEE at or on school district grounds, the Consultant may be accompanied by a DISTRICT representative during the duration of observation or interviews of staff and/or pupil.
3. Report: Upon completion of the IEE, the Consultant will provide a written report to the District on or before the date when Consultant provides a copy to a parent.
4. Assessment Documentation: Prior to receipt of payment for services, Consultant agrees to release all assessment documentations to the District including assessment protocols, observation notes, and written report.

The total cost of conducting the IEE in the area listed below shall include full completion of the report (including observation of student), participation in one IEP meeting to review the assessment in person or by phone, and copies of protocols and reports.

<u>Type of Assessment</u>	<u>Qualification of Assessor</u>	<u>Approved Rate</u>
Behavior Assessment	Licensed Educational or Clinical Psychologist	Not to exceed \$2800 for total assessment

Consultant

Date

Received by:

District Representative

Date



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of April 14, 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".

FAIRBANK, MASLIN, MAULLIN, METZ, & ASSOCIATES

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

WHEREAS, District is in need of such services from time to time, specifically public opinion research and strategy services as described in Exhibit A; and

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$25,000** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for January 1, 2016, through June 30, 2016 from the Effective Date, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

☒ 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.

Capistrano Unified School District

By: Janet Polite
 Name: Janet Polite
 Title: Supervisor, Purchasing
 Board Approval Date: April 13, 2016

Contractor

Signature: _____
 Name: _____
 Title: _____
 Address: _____

 Email Address: _____
 FEIN: _____

**LETTER OF AGREEMENT
CAPISTRANO USD CALENDAR PARENTS SURVEY
PROJECT 320-684**

1. It is agreed that Fairbank, Maslin, Maullin, Metz & Associates, Inc. (FM3) will provide public opinion research services (Services) for the Capistrano Unified School District (Client) for a total cost not to exceed \$25,000.
2. These Services include: all professional and staff time, questionnaire design, sample preparation, translation of survey into Spanish, pre-test of interview, telephone interviewing in English and Spanish, data analysis and cross-tabulation, and presentation of survey results. The survey is expected to averaging 13 minutes per interview and include a random sample of 435 Capistrano Unified School District parents in English and Spanish (See **Appendix A**).
3. Both parties will reach a mutual agreement on the contents of the questionnaire instrument. Client agrees that, when its approval is called for hereunder, it will promptly review and approve all such matters in good faith and in consultation with FM3, and that its approval will not be unreasonably withheld or delayed.
4. As compensation for Services under this Agreement, Client agrees to pay FM3 a minimum fee of \$13,450 upon the signing of this agreement. The remaining balance of the final cost agreed upon by both parties in writing, will be due and payable 30 days after completion of survey. Client shall pay FM3's invoices for Services rendered within fifteen (15) days after each invoice's date. In the event

12100 Wilshire Blvd. Suite 350
Los Angeles, CA 90025
Phone: (310) 828-1183
Fax: (310) 453-6562

1999 Harrison Street Suite 2020
Oakland, CA 94612
Phone: (510) 451-9521
Fax: (510) 451-0384

- that any invoice remains unpaid on the sixtieth (60) day after the date on the invoice, interest of 1.5 percent per month shall be payable on the unpaid balance.
5. When FM3's Services conclude, all unpaid charges owed shall become immediately due and payable, according to the terms in the preceding paragraph.
 6. The cost specified in paragraph 1 is inclusive of travel. Travel to consist of three round trips from FM3's Los Angeles office to the Client's office.
 7. This Letter of Agreement will take effect when Client returns a signed copy of this Letter of Agreement.
 8. The prevailing party in any action or proceeding to interpret or to enforce any provision of this Letter of Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in any efforts to negotiate the matter. Each party to pay their own attorney fees.
 9. This Letter of Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto. This Letter of Agreement cannot be assignable without prior written approval by Client.
 10. This Letter of Agreement is deemed to have been entered into in the County of Los Angeles, State of California, and shall be governed by the laws of the State of California. Any action or proceeding with respect to this Letter of Agreement or any matter arising therefrom shall be maintained exclusively in the Superior Court in the County of Los Angeles, California, as the jurisdiction and venue of which each party hereby specifically consents.
 11. This Letter of Agreement contains the entire agreement and understanding concerning the subject matter hereof between the parties, and supersedes and replaces all prior negotiations, proposed agreements, written or oral.
 12. This Letter of Agreement may be signed in one or more counterparts, each of which shall be deemed an original and shall be effective when the other parties have executed a counterpart.
 13. The individuals executing this Letter of Agreement on behalf of each of the parties hereby represent and warrant that each is duly authorized to do so.
 14. It is understood and agreed that Client is and shall be solely responsible for the use of the public opinion research provided by FM3 under this Letter of Agreement. It is understood and agreed that FM3 is solely responsible for the results of the public opinion research provided pursuant to this Letter of Agreement. FM3 shall at all times comply with state and federal law, and any statute, rule, regulation or order from any governmental or regulatory agency. In

the event that any state and/or federal, regulatory agency or any other person and/or entity shall make a claim against Client or its' agents, employees, or affiliates which is in any manner related to this Letter of Agreement, the services of FM3, or the results of any public opinion research provided by FM3, FM3 shall indemnify and hold harmless included but not limited to costs and attorney fees incurred by Client in defense of such matter.

15. All notices, demands, requests or approvals to be given under this Agreement, shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

- A. All notices, demands, requests or approvals from FM3 to Client shall be addressed to:

Ryan Burris
Public Information Officer
33122 Valle Road
San Juan Capistrano, CA 92675
Telephone: (949) 234-9427
E-mail:

- B. All notices, demands, requests or approvals from Client to FM3 shall be addressed to:

Richard Bernard
Fairbank, Maslin, Maullin, Metz & Associates, Inc.
1999 Harrison Street, Suite 2020
Oakland, CA 94612
Telephone: 510-451-9521
E-mail: bernard@fm3research.com

Clark Hampton
Capistrano Unified School District

Date

**Fairbank, Maslin, Maullin, Metz &
Associates, Inc.**

Date

*Fairbank,
Maslin,
Maullin,
Metz &
Associates*

FM3

*Public Opinion Research
& Strategy*

TO: Capistrano Unified School District

FROM: Fairbank, Maslin, Maullin, Metz & Associates

RE: Proposed School Calendar Survey - **Appendix A**

DATE: March 8, 2016

Fairbank, Maslin, Maullin, Metz & Associates (FM3) is pleased to submit this proposal to conduct a telephone survey among Capistrano Unified School District's parents about their attitudes toward the District and its individual schools, awareness of the current school calendar and the 2016-2017 school calendar, and attitudes towards the upcoming school calendar. Finally, the survey will help identify the most effective way parents would like the District/local schools to communicate.

Given these considerations, the specifications for the research would be as follows:

Questionnaire: 13-minute questionnaire

Sample: 435 interviews among Capistrano Unified School District parents, on both landlines and wireless phones and online

Margin of error: $\pm 4.7\%$ in 95 out of 100 cases for a sample of 435

Cost: **FM3 is prepared to conduct the proposed research for a total not-to-exceed cost of \$25,000.** This price is comprehensive, and includes all costs for questionnaire design, translation of the survey into Spanish, sample acquisition, interviewing in English and Spanish, data entry and analysis, and reporting. The cost also includes travel (return mileage and tolls) for two District meetings.

*12100 Wilshire Boulevard, Suite 350
Los Angeles, CA 90025
Phone: (310) 828-1183
Fax: (310) 453-6562*

*1999 Harrison Street, Suite 2020
Oakland, CA 94612
Phone: (510) 451-9521
Fax: (510) 451-0384*

Following the completion of the survey, we will provide:

- A two- to three-page executive summary (suitable for public release if desired)
- A complete analysis of survey results in PowerPoint
- A presentation of the survey results
- Ongoing availability for consultation

If you have any questions or would like more information, please do not hesitate to contact us. You may reach me in our Oakland office as follows:

Richard Bernard, Partner & Senior Vice President
Fairbank, Maslin, Maullin, Metz & Associates
12100 Wilshire Blvd, Suite 350
Los Angeles, CA 90025

(310) 828-1183 (Office)
(310) 428-1809 (Mobile)
(310) 435-6562 (Fax)
bernard@fm3research.com

We would welcome the opportunity to work with you on this research. Thank you for your consideration, and please let us know if there is any further information we can provide.

**AMENDMENT NO. 2 TO PROFESSIONAL SERVICE AGREEMENT
PSA 1415154**

WITH

LEISURE CARE REFERRAL AGENCY

Professional Service Agreement No. PSA 1415154 with Capistrano Unified School District and Leisure Care Referral Agency called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District under this contract and Amendment and provided by the Consultant is estimated to be \$150,000 for additional services requested by the District to supplement PSA 1415154.

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

Capistrano Unified School District

Leisure Care Referral Agency

By: _____
Signature

By: _____
Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

Board Approval Date: April 13, 2016

Date: _____

AMENDMENT NO. 1 TO PROFESSIONAL SERVICE AGREEMENT
PSA 1415154

WITH

LEISURE CARE REFERRAL AGENCY

Professional Service Agreement No. PSA 1415154 with Capistrano Unified School District and Leisure Care Referral Agency called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District under this contract and Amendment and provided by the Consultant is estimated to be \$110,000 for additional services requested by the District to supplement PSA 1415145.

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

Capistrano Unified School District

Leisure Care Referral Agency

By: 

Signature

Lynh N. Rust

Executive Director, Contracts & Purchasing

By: 

Signature

TREVOR L. BLICHMAN

Print Name

PRESIDENT

Title

Board Approval Date: January 27, 2016

Date: 2/19/16

EXHIBIT A

FEE SCHEDULE

The LCNR Inc., dba Leisure Care
30131 Town Center Drive, #205
Laguna Niguel, CA 92677
(949)363-7401

Licensed Vocational Nurse (LVN) - \$35.00

By:  Date: 2/13/16

EXTENSION NO. 1 TO PROFESSIONAL SERVICE AGREEMENT
CONTRACT NO. 1415154

WITH

LEISURE CARE REFERRAL AGENCY

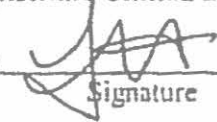
The Professional Service Agreement PSA 1415154 with Capistrano Unified School District and Leisure Care Referral Agency called for an original contract period of September 1, 2014, through August 30, 2015.

The contract with Capistrano Unified School District and Leisure Care Referral Agency shall be extended an additional twelve (12) months, covering the period September 1, 2015, through August 30, 2016, at the rates shown in Exhibit A to this Extension No. 1 Agreement, is estimated to be \$75,000.

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

Capistrano Unified School District

By:

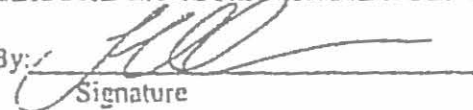

Signature

Lynh N. Rust

Executive Director, Contracts & Purchasing

LEISURE CARE REFERRAL AGENCY

By:


Signature

TREVOR L. BLACKMAN
Print Name

PRESIDENT
Title

Board Approval Date: October 14, 2015

Date: 11/12/15

NPA SPECIAL EDUCATION AND RELATED FEES

Leisure Care Referral Agency, Inc.

NPA Name

3/10/2015

Date

State the fees charged for each related service identified on the NPA01 worksheet.

Services and Related Services	Service Abbreviation	Fees			Time Allotment (i.e. per hour, day, or month?)
		Individual	Group	Consult	
Adapted Physical Education	APE				
Assistive Technology Services	ATS				
Audiological Services	AS				
Behavior Intervention - Design or Planning	BID				
Behavior Intervention - Implementation	BI				
Counseling and Guidance Services	CG				
Early Education Programs for Children with Disabilities	EE				
Health and Nursing Services	HNS	\$35 LVN			per hour
Language and Speech Development and Remediation	LSDR				
Music Therapy	MT				
Non-Medical Care & Room and Board	NMCRB	\$25 CNA			per hour
Occupational Therapy Services	OT				
Orientation and Mobility Instruction	OM				
Parent Counseling and Training	PCT				
Physical Therapy Services	PT				
Psychological Services Other Than Assessment and IEP Development	PS				
Recreation Services	RS				
Social Worker Services	SW				
Specialized Driver Training Instruction	SOTI				
Specialized Services for Low Incidence (Identify Service)	LI				
Specialty Designed Vocational Education and Career Development	VECD				
Transcriber Services	TS				
Vision Services	VS				
Other (Identify Licensed/Credentialed Service *):	OTH	\$50 RN			per hour

NOTE: A service listed in this section must have staff who possess a license issued by an entity within the Department of Consumer Affairs or state licensing office; or credential issued by the California Commission on Teacher Credentialing authorizing the service and must be included in sections NPA04a or NPA04b, and NPA05 of this application packet.



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of December 11, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties")

LEISURE CARE REFERRAL AGENCY

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required,

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$50,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement

Term of Agreement. The term of this base Agreement is for one year commencing September 1, 2014 through August 30, 2015 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT
By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 12/10/14

CONSULTANT

Signature: [Signature]

Name: TERRY L. BLACKMAN

Title: PRESIDENT

Address: 30131 Tawn Center Drive #205

Leisure Agency, CA 92674

Email Address: terry@leisurecare.com

FEIN SSN: 45-4788136

GENERAL CONDITIONS

1. Compensation and Term

During the course of performing under this Agreement, the term of which is also stated on Exhibit "A", Consultant shall submit to the District monthly invoices for work and/or services performed during the preceding month. The invoices shall contain all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported payment request, the District shall pay the Consultant within thirty (30) days thereof. Within thirty (30) days of completion of all the Consulting Services provided for hereunder, Consultant shall submit to the District a request for final payment together with all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported final payment request, the District shall make final payment to the Consultant within thirty (30) days thereof. All of the foregoing is subject to the right of the District to review and/or audit all requests for payment, including the books and records of the Consultant in connection therewith.

2. Independent Contractor

- A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's employees or assigned personnel shall be entitled to any benefits payable to employees of the District. The District is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant will be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to defend, indemnify, and hold the District harmless from claims by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, asserting that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement. (As used herein the term "services" shall include both services and additional services as such terms are defined elsewhere in this Agreement, including attachments.)
- B. It is further understood and agreed by the Parties hereto that Consultant, in the performance of its obligations hereunder, is subject to the control and direction of the District as to the designation of tasks to be performed and the results to be accomplished by the Consulting Services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use the District facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the District does not require that Consultant use the District facilities, equipment or support services or work in the District locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's employees, assigned personnel and subcontractors.

D. Nothing in this Agreement shall be construed as to create an exclusive relationship between the District and Consultant.

Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit provided that there is no conflict with the performance of services hereunder.

3. Licenses, Permits, Etc.

Consultant represents and warrants to the District that Consultant has all licenses, permits, qualifications, and approvals of whatsoever nature legally required for Consultant to practice its profession or provide all Consulting Services under the Agreement. Consultant represents and warrants to the District that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession or provide such services under this Agreement.

4. Time

Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's Services obligations under this Agreement. Neither Party shall be considered in default of this Agreement, nor be entitled to additional compensation; to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

5. Consultant Not Agent

Except as the District may specify in writing, Consultant and Consultant's personnel shall have no authority, express or implied, to act on behalf of or bind the District in any capacity whatsoever as an agent. Consultant and Consultant's personnel shall have no authority, express or implied, to bind District to any obligations whatsoever.

6. Assignment Prohibited

No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

7. Consultant Information

- A. The District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data, and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds or symbols, or any combination thereof.
- B. All proprietary and other information received from Consultant by the District, whether received in connection with Consultant's proposal to District in connection with any services or additional services performed by Consultant, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to the District, the District shall give notice to Consultant of any request for the disclosure of such information. The Consultant will then have five (5) days from the date it receives such notice to enter into an agreement with the District, satisfactory to legal counsel for the District, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by the District in any legal action to compel the disclosure of such information under the California Public Records Act. The Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

C. The Parties understand and agree that any failure by Consultant to respond or timely respond to the notice provided by the District, and/or failure by Consultant to enter into or timely enter into an agreement with the District, in accordance with the provisions of subsection B, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information will be disclosed by District pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance

Consultant shall perform all Consulting Services required pursuant to this Agreement in the manner and according to the standards and requirements set forth in this Agreement. To the extent that this Agreement does not explicitly establish standards and/or requirements for performance of the Consulting Services, then Consultant shall perform all Consulting Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature which Consultant delivers to the District pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession. Consultant shall assign only competent personnel to perform Consulting Services pursuant to this Agreement. If the District, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform Consulting Services pursuant to this Agreement, Consultant shall remove such person(s) immediately upon receiving notice from the District of the desire of the District for the removal of such person(s).

9. Termination For Convenience

The District shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to Consultant. In the event the District shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

- A. In the event the District shall terminate this Agreement for Convenience; Consultant shall promptly deliver to the District copies of all information prepared pursuant to this Agreement.
- B. The District shall pay Consultant: (1) the hourly rates set forth in Attachment "A" for all those hours worked up to the notice of termination; (2) the direct costs, if any, actually incurred and/or paid by Consultant for materials, supplies, equipment, apparatus, and the like, used in the direct performance of the Consulting Services of the Consultant under this Agreement; and (3) a ten percent (10%) markup on the direct costs as described in the preceding item number "(2)". The Parties agree that compensation payable to Consultant under a termination for convenience under this paragraph 9 is the exclusive remedy for any and all compensation and/or damages that Consultant may otherwise contend it is entitled to and the District shall not in any manner be liable for lost profits which might have been made by Consultant had the Agreement not been terminated or had Consultant completed the Consulting Services required by this Agreement. In this regard, Consultant shall furnish to the District such financial information as necessary in the judgment of the District before termination, and the decision of the District shall be final. The foregoing is cumulative and does not affect any right or remedy which the District may have in law or equity. All monies payable by the District under this paragraph are subject to the right of the District to audit all requests for payment, including the books and records of the Consultant in connection therewith.

10. Defense, Indemnity & Hold Harmless Obligations**A. Nature and Extent of Obligations**

Consultant shall defend, indemnify, and hold harmless the District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, of and from any and all demands, claims, suits, proceedings, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with the performance of Consulting Services provided by Consultant under this Agreement, including, but not limited to:

1. Personal injury (including, but not limited to, bodily injury emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of District, Consultant, or any other person, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Consultant, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;
2. Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Consultant;
3. Alleged infringement of any patent rights which may be brought arising out of Consultant's design;
4. Consultant's failure to fulfill any of the provisions set forth in this Agreement;
5. Failure of Consultant to comply with the provisions of this Agreement relating to insurance; and,
6. Any violation or infraction by Consultant of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

B. No Limitation Because of Insurance

The defense, indemnity and hold harmless obligations set forth in paragraph 10 and elsewhere in this Agreement shall not be limited, impaired or diminished, in any way, by the insurance requirements set forth in this Agreement.

C. Broadest Indemnity Possible

With respect to the provisions of this paragraph 10, and in general, the Consultant shall indemnify, hold harmless, and defend District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, from any and all liability, loss, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death, and property damage) incurred by District, Consultant, or any other person, and from any and all demands, and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of any negligent act or omission, recklessness, or willful misconduct on the part of Consultant, its officers, agents, employees, subcontractors, sub-consultants, or any other person or entity for whom Consultant is responsible, in connection with the performance of the Agreement. Consultant's obligations under the preceding sentence shall apply regardless of whether District or any of its officers, officials, employees, or agents are passively negligent, but shall not apply to any loss, liability, fines, forfeitures, costs or damages caused by the active negligence or by the willful misconduct of District.

D. Defense, Indemnity, Hold Harmless and Professional Liability

With respect to the provisions of paragraph 10.A, and specifically regarding professional liability, Consultant shall indemnify, hold harmless, and defend District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, of and from any and all demands, claims, suits, proceedings, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with the performance of Consulting Services provided by Consultant under this Agreement arising, or alleged to have arisen, out of or in connection with the professional negligence, errors and omissions of the Consultant in the performance of the Agreement.

E. Limitation

Notwithstanding paragraphs 10.B. and 10.C., Consultant's indemnification of District shall not include indemnification for claims which arise as the result of the active negligence of District, or the sole negligence or willful misconduct of District, its agents, servants, or any independent contractors who are directly responsible to District, or for defects in design furnished by such persons, other than Consultant and its agents, consultants, and sub-consultants, or unless such claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant. Consultant's indemnification, hold harmless, and defense obligations toward the District shall be for all claims that arise out of, pertain to, or relate to the negligence, recklessness, willful misconduct, or breaches of this Agreement by Consultant, its officers, agents, employees, subcontractors, sub-consultants, or any other person or entity for whom Consultant is responsible in connection with the performance of this Agreement. It is the intent of this Agreement to provide the broadest enforceable defense, indemnity and hold harmless obligations of Consultant under California law. If any provision of this Agreement exceeds the restrictions of California law, that portion of this Agreement that exceeds the limits of the law shall be null and void and the remaining obligations shall remain fully enforceable.

II. Equal Employment Opportunity

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations

To the extent applicable to the Consulting Services provided under this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination

Consultant, with regard to the work performed by it after award and before completion of the Consulting Services provided pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including all procurements of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports

Consultant shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the District to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the District, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance

In the event of noncompliance by Consultant with the nondiscrimination provisions of this Agreement, the District shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to Consultant under this Agreement until Consultant complies; and/or
- (2) Termination of this Agreement, in whole or in part.

F. Incorporation of Provisions

Consultant shall include the provisions of Paragraphs 11.A. through 11.E. in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as the District may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant must immediately notify the District of such litigation, threatened or otherwise, and may request that the District enter such litigation to protect the interests of District.

G. Consultant's Liability

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude the District from taking such other actions as are available to it under any other provision of this Agreement or the law.

12. Insurance Requirements

During the entire term of this Agreement, and for a minimum of a full three (3) years from the final completion of the Consulting Services under this Agreement, Consultant shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below:

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1) Insurance Services Office Form No. CG 0001 (Commercial General Liability);
- 2) Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability, Code 1 "any auto");

- 3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance;
- 4) Professional Liability (Errors and Omissions) insurance, including Sexual Molestation and Abuse coverage against loss due to error, omission or malpractice, unless waived in writing by the District.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- 1) Commercial General Liability; \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- 4) Professional Liability (Errors and Omissions): \$1,000,000 combined single limit per claim and \$2,000,000 aggregate.

C. Claims-Made Forms

If the above insurance is written on a claims-made form, it shall continue for a full three years, at a minimum, following the final completion of the Consulting Services under this Agreement. Such insurance shall have a retroactive date of placement before or coinciding with the effective date of this Agreement.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District.

E. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

1) General Liability and Automobile Liability Coverages:

- a) Consultant's insurance coverage shall be primary insurance with respect to the District, its officers, board members, officials, employees, agents or volunteers. Any insurance or self-insurance maintained by District, its officers, board members, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- b) The District, its officers, board members, officials, employees, agents and volunteers are to be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of Consultant; and premises owned, leased or used by Consultant. The coverage shall contain no special limitations on the scope of the protection afforded to the District, its officers, board members, officials, employees, agents or volunteers.
- c) Failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, board members, officials, employees, agents and volunteers.
- d) Coverage shall state that Consultant's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

2) All Coverages:

Each insurance policy required by this Agreement shall be endorsed to state that coverage's shall not be canceled except after thirty (30) days prior written notice has been given to the District. In addition, Consultant agrees that it shall not

reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to the District and the District approves the reduction in coverage or limits. Consultant further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to the District and the District approves such increase. Insurance is to be placed with insurers with a Best's rating of no less than A: VII. This requirement may however, be waived in individual cases for Errors and Omissions Coverages only, provided however, that in no event will a carrier with a rating of B: IX or lower be acceptable.

F. Self-Insured Entities

The District may, at its discretion, accept self-insurance as being in compliance with this section. In such case, Consultant agrees that it will defend and indemnify the District, including its officers, board members, officials, employees, agents, and volunteers, to the same extent as it would Consultant or any other self-insured person or entity, and that it will treat the District, including its officers, board members, officials, employees, agents, and volunteers, in all respects as if it were covered to the same extent as Consultant or any other self-insured person or entity. Self-insurance shall be subject to all requirements contained in this section. Alternatively, self-insured entities may purchase insurance covering the District for all work performed and/or services rendered under this Agreement, provided such insurance complies with all the requirements of this section.

G. Evidence of Insurance

Before starting to provide any Consulting Services under this Agreement, Consultant shall provide the District with certificates of insurance and/or executed endorsements, as the District may require, evidencing compliance with this section.

On request, Consultant shall furnish copies of any and/or all of the required insurance policies.

13. Access to Work Product

Duly authorized representatives of the District shall have right of access to Consultant's technical plans, files, and records, relating to the project, and may review the work at appropriate stages during performance of, and/or after the completion of, the Consulting Services.

14. Compliance with Laws

Consultant shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of the Consulting Services under this Agreement. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

15. Integration

Along with Exhibit "A" which is incorporated herein, this is an integrated Agreement, and contains all of the terms, considerations, understanding, and promises of the Parties. The Parties have each been represented by legal counsel regarding the negotiation and execution of this Agreement and it shall be read as a whole, integrated agreement.

16. Conflict

In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of Exhibit "A", or any other document included herein, the provisions of this Agreement shall govern.

17. Notices

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal services or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post

Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are stated in the agreement. Each Party shall promptly notify the other Party of any changes to its address, telephone number, or any other contact information.

18. Survival

Unless otherwise specifically provided, the covenants of this Agreement shall survive completion and acceptance of the Project by District and shall continue until fulfilled.

19. Captions, Index

The captions and the index of this Agreement shall have no effect on its interpretation.

20. Singular and Plural

Where required by the context of this Agreement, the singular shall include the plural and vice-versa.

21. Severability

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

22. Work Days

All reference to days in this Agreement refers to calendar days excluding Saturdays, Sundays and holidays.

23. Independent Contractor

Consultant is an independent contractor and is not a joint venture, partner, agent or employee of District.

24. No Use of Mark or Name

Consultant shall not use any name, trademark or service mark of DISTRICT without first having received District's written consent to such use.

25. Amendments, Etc.

None of the terms, conditions, and provisions, of this Agreement may be amended, changed, modified, waived, canceled, or altered, in any way, orally or otherwise, except: (1) in writing; (2) signed by the parties hereto; (3) specifying such amendment, change, modification, waiver, cancellation, or alteration; and most importantly, (4) approved by the District's Governing Board by way of a formal Resolution. A waiver of any breach of this Agreement shall not be deemed a waiver of any preceding or subsequent breach, whether similar or dissimilar. The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

26. Entire Agreement

This Agreement, together with the Exhibits hereto, and any later modifications as set forth in paragraph 25, is intended to be a fully integrated agreement and contains all the agreements of the parties hereto. It supersedes all other written or oral agreements. The parties acknowledge that at all times in the negotiation and execution of this Agreement that they have each been represented by their own independently selected legal counsel.

27. Attorney's Fees

In any action brought by either party to enforce the terms of this Agreement, the parties shall bear their own attorney's fees and costs.

28. Consultant's Employees

Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom the District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with the District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation college campuses, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code sections 87008-87010, inclusive.

29. Mandatory Claims Process

If the District or the Consultant has a claim regarding this Agreement, this Mandatory Claims Process is the exclusive method for determining and resolving such claims.

A. Initial Review and Evaluation of a Claim

Within ten (10) business days of a party to the Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10) business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by the District's Governing Board.

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph 29 C.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or no mediation occurring, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrator; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the

foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 29 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

30. No Limitations on Consultant Liability

Notwithstanding any express or implied language to the contrary in Exhibit "A" or any other document attached hereto and incorporated herein, there shall be no limits on the District's ability to recover damages from Consultant in the event of any claim, action, lawsuit, or other legal action by the District against Consultant, and any language purporting to impose limits on recovery of damages is null and void, and of no effect, including any language purporting to increase liability for damages in exchange for additional payment or compensation to Consultant.

31. Successors in Interest

This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.

REQUIRED DOCUMENTS AND CERTIFICATIONS***All checked items must be provided.**

✓ NPA Certification
✓ Professional License to Practice
<p align="center">Certificates of Insurance</p> <p>✓ <u>1. Commercial General Liability Insurance</u> – Additional Insured Endorsement Option 1: form CG 20 10 11 85 or Option 2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04 Either form <u>must be accompanied</u> by Form CG 20 37 07 04</p> <p align="center"><u>OR</u></p> <p>✓ <u>Errors & Omissions/Malpractice</u> (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.</p> <p>✓ 2. Business Auto Liability Insurance</p> <p>✓ 3. Workers' Compensation and Employers Liability Insurance</p> <p align="center">Refer to Article 12. INSURANCE REQUIREMENTS</p>
✓ Certification by Contractor Criminal Records Check
✓ W-9
✓ Live Scan (District requires DOJ and FBI clearance)
✓ TB Test
✓ Conflict of Interest Form

NPA SPECIAL EDUCATION AND RELATED FEES

Leisure Care Referral Agency, Inc.

EXHIBIT A

10/1/2013

NPA Name

Date

State the fees charged for each related service identified on the NPA01 worksheet

Designate Instruction & Services and Related Services	Service Abbreviation	Fees			Time Allotment (i.e. per hour, day, or month?)
		Individual	Group	Consult	
Adapted Physical Education	APE				
Assistive Technology Services	ATS				
Audiological Services	AS				
Behavior Intervention - Design or Planning	BID				
Behavior Intervention - Implementation	BI				
Counseling and Guidance Services	CG				
Early Education Programs for Children with Disabilities	EE				
Educational Interpreter	EI				
Health and Nursing Services	HNS	\$35-38			LVN/hour
Instruction in the Home or Hospital	IHH				
Language and Speech Development and Remediation	LSDR				
Non-Medical Care & Room and Board	NMCRB	\$25			
Occupational Therapy Services	OT				
Orientation and Mobility Instruction	OMI				
Parent Counseling and Training	PCT				
Physical Therapy Services	PT				
Psychological Services Other Than Assessment and IEP Development	PS				
Recreation Services	RS				
Social Worker Services	SW				
Specialized Driver Training Instruction	SDTI				
Specialized Services for Low Incidence (Identify Service)	LI				
Specially Designed Vocational Education and Career Development	VECD				
Transcriber Services	TS				
Vision Services	VS				
Other (Identify Licensed/Credentialed Service)	OTH	RN \$50			RN/per hour

* NOTE: A service listed in this section must have staff who possess a license issued by an entity within the Department of Consumer Affairs or state licensing office, or credential issued by the California Commission on Teacher Credentialing authorizing the service and must be included in sections NPA04a or NPA04b and NPA05 of this application packet.

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICE AGREEMENT
PSA 1516065**

**WITH
HATCH & CESARIO**

Professional Service Agreement PSA 1516065 with Capistrano Unified School District and Hatch & Cesario called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District under this contract and provided by the Consultant is estimated to be \$60,000 for additional services requested by the District to supplement ICA 1516065.

Except as set forth in this Amendment, and Board approved on September 9, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Hatch & Cesario

By: _____
Signature

By: _____
Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

Board Approval Date: April 13, 2016

Date: _____

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services RFQ 1-1516 Legal Services (General) is effective as of July 1, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

HATCH & CESARIO

WHEREAS, District is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special legal services and advice; and

WHEREAS, District through RFQ No. 1-1516, selected Consultant to provide legal services, in the area of Special Education.

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

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's proposal and awarded pursuant to RFQ No. 1-1516, which are both incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit "A" and incorporated herein by this reference. The total amount of services requested by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and is estimated not to exceed \$50,000 annually in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing July 1, 2015 and ending June 30, 2016, and may be extended in one-year increments by mutual agreement for a total term not to exceed five years, pursuant to Education Code section 17596.

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

[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.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: [Signature]
 Name: Lynn N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date: 09/09/15

CONSULTANT

Signature: [Signature]
 Name: Melissa Hatch
 Title: Partner/Attorney
 Address: 191 W. Wilbur Rd., Suite 102
Thousand Oaks, CA 91360

RFQ NO. J-1516
GENERAL LEGAL SERVICES

PRICING SHEET

The purpose of this form is to provide a standard format by which the proposer submits to CUSD a summary of the estimated costs suitable for detailed review and analysis.

The Proposer shall complete the Price/Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant Agreement. Hourly rates shall remain fixed for the duration of the contract period.

The number of hours listed below are for evaluation purposes only, and may vary. CUSD does not guarantee the number of hours.

Legal Area Special Education

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$200/hour	\$10,000
Sr. Associate	100	\$190/hour	\$19,000
Associate	100	\$180/hour	\$18,000
Paralegal	50	\$100/hour	\$5,000
Total Price			

Hatch & Cesario by Melissa Hatch
Print Name of Firm and Authorized Signer


Authorized Signature

47-3998766
Federal I.D. #/License

June 29, 2015
Date

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1415065**

**WITH
THINKING MAPS, INCORPORATED**

Independent Contractor Agreement No. ICA 1415065 with Capistrano Unified School District and Thinking Maps, Incorporated called for services to be rendered at the rates shown in the agreement.

On April 22, 2015, ICA 1415065 was extended for the term of July 1, 2015, through June 30, 2016. The total cost of services requested by the District under this contract and provided by the Consultant is estimated to be \$80,000 for additional services requested by the District as shown in Exhibit A to this Agreement.

Except as set forth in this Amendment, and Board approved on August, 13, 2014, and April 22, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Thinking Maps, Incorporated

By: _____
Signature

Janet Polite

Supervisor, Purchasing

Board Approval Date: April 13, 2016

By: _____
Signature

Print Name

Title

Date: _____

EXHIBIT A

FEE SCHEDULE

Thinking Maps, Inc
Susan Cossaboom - Local
Dan Courtney - Corporate
401 Cascade Point Lane, Cary, NC 27513

714-693-7042 - Local
800-243-9169 - Corporate
919-678-8782 - Corporate fax

scossaboom@thinkingmaps.com
dan@thinkingmaps.com

Staff Development

Teacher Direct Training - \$1800/daily
Training of Trainers - \$2250/daily

Materials Costs - See attached price sheet

Materials Order Form

Thinking Maps, Inc.
401 Cascade Pointe Lane • Cary, NC 27513
Toll Free: (800) 243-9169 • Local (919) 678-8778 • Fax (919) 678-8782
www.thinkingmaps.com
A purchase order, check, credit card or money order is required.



THINKING MAPS

Thinking Maps® materials are only available as part of Thinking Maps® professional development.
Contact your local representative with any questions about ordering and/or details regarding implementation.

Quantity	Item #	Thinking Maps® Materials	Unit Price	Total
	2020	Thinking Maps®: A Language for Learning (includes Wall Posters)	\$125.00	
	2120	Thinking Maps®: A Language for Learning Trainers Guide	\$250.00	
	2220	Thinking Maps®: A Language for Leadership, 2nd Edition	\$155.00	
		For purchases of the Thinking Maps Learning Community (TMLC), please also complete the TMLC Information Form		
	2610	Thinking Maps® Learning Community Subscription—1 Year (per user; for volume discount please contact your representative)	\$70.00	
	2620	Thinking Maps® Learning Community Subscription—2 Years (per user; for volume discount please contact your representative)	\$130.00	
	2630	Thinking Maps® Learning Community Subscription—3 Years (per user; for volume discount please contact your representative)	\$180.00	
	2310	Technology for Learning Software Version 2.0 Community License	\$3000.00	
	2320	Technology for Learning Software Version 2.0 Individual License	\$99.00	
	2510	Path to Proficiency for English Language Learners	\$135.00	
	2520	Path to Proficiency for English Language Learners Facilitator's Guide	\$199.00	
	2440	Cooperative Desk Maps, one pack contains 8 desk maps	\$69.00	
	2450	Thinking Maps® Wall Posters Replacement Sets (pack has 5 sets of 8 each)	\$40.00	
	2460	Thinking Maps®: Critical Reading and Writing for PSAT/NMSQT, SAT I, ACT Instructor's Guide	\$119.00	
	2461	Thinking Maps®: Critical Reading and Writing for PSAT/NMSQT Student Guide	\$17.95	
	2462	Thinking Maps®: Critical Reading and Writing for SAT I Student Guide	\$17.95	
	2463	Thinking Maps®: Critical Reading and Writing for ACT Student Guide	\$17.95	
	2470	Thinking Maps®: Comprehension Strategies for Constructing Meaning	\$70.00	
	3010	Write...from the Beginning (2000 Edition), Grades K-5	\$129.00	
	3020	Write from the Beginning...and Beyond Setting the Stage, K-8	\$110.00	
	3120	Write from the Beginning...and Beyond Setting the Stage Trainer's Guide, K-8	\$55.00	
	3030	Write from the Beginning...and Beyond Narrative, K-8	\$95.00	
	3130	Write from the Beginning...and Beyond Narrative Trainer's Guide, K-8	\$150.00	
	3040	Write from the Beginning...and Beyond Response to Literature, K-8	\$55.00	
	3140	Write from the Beginning...and Beyond Response to Literature Trainer's Guide, K-8	\$85.00	
	3045	Write from the Beginning...and Beyond Response to Text (June 2015)	\$75.00	
	3145	Write from the Beginning...and Beyond Response to Text Trainer's Guide (June 2015)	\$110.00	
	3050	Write from the Beginning...and Beyond Expository/Informative, K-8	\$95.00	
	3150	Write from the Beginning...and Beyond Expository/Informative Trainer's Guide, K-8	\$150.00	
	3060	Write from the Beginning...and Beyond Argumentative, K-8	\$95.00	
	3160	Write from the Beginning...and Beyond Argumentative Trainer's Guide, K-8	\$150.00	
	3070	Write from the Beginning...and Beyond 9-12 (June 2015)	\$120.00	
	3170	Write from the Beginning...and Beyond 9-12 Trainer's Guide (July 2015)	\$85.00	

Material Order Form Page 1 of 2 • Prices as of March 2015 • Sorry, we cannot accept returns of overstock items.

3210	Write for the Future	\$139.00
4015	Student Successes with Thinking Maps (2nd Edition)—from Corwin Press	\$35.95
2410	Draw Your Thinking, Pre K-1	\$49.00
2420	Show Your Thinking, Grades 1-3	\$49.00
2430	Map Your Thinking, Grades 3-5	\$49.00
4020	Analytical Reading & Reasoning, Grades 10-12	\$21.95
4030	Solution Key for Analytical Reading & Reasoning	\$7.00
4040	Mastering Reading through Reasoning, Grades 7-9	\$21.95
4050	Teacher's Guide for Mastering Reading through Reasoning	\$7.00
Materials Subtotal (from page 1)		\$
Shipping Charges (% of Subtotal) 6% - Ground 8% - 3 Day 10% - 2 Day 12% - Overnight 10% - Alaska & Hawaii Community Software (Item #2310) 3% Shipping Charges Thinking Maps® Learning Community Subscription (Item #2610, #2620 & #2630) No Shipping Charges (For orders shipped outside the U.S. please call for rates)		
\$7 Minimum on All Orders		Materials Needed By: ____ / ____ / ____
Shipping Charge (See Above Chart)		\$
Sales Tax (Only in NC & CA) Tax must be assessed on the total materials and shipping		\$
Total Amount Due		\$
Form of Payment	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Check (Payable to Thinking Maps Inc) <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa (Complete all fields below for Credit Cards)	
Purchase Order #:		_____
Check #:		_____
Billing Information:		
Bill To:	School Name/District:	
Attention:		
Billing Address:		
City:	State:	Zip:
Phone:	Fax:	Email:
Shipping Information:	<input type="checkbox"/> Same as Billing Address	
Ship To:	School Name/District:	
Attention:		
Mailing Address:		
City:	State:	Zip:
Phone:	Fax:	Email:
Credit Card Information: **All Fields Must Be Completed for Credit Cards**		
Credit Card Number:	Expiration Date:	
Name on Card (PRINT):	Security Code:	
Signature:	Date:	
School Name:	School District:	
Credit Card Billing Address:		
City:	State:	Zip: Phone:

Return order form and payment by mail or fax to:
 Thinking Maps, Inc. • 401 Cascade Pointe Lane • Cary, NC 27513 • Phone: (800) 243-9169 • Fax: (919) 678-8782
 www.thinkingmaps.com • Prices as of March 2015 • Sorry, we cannot accept returns of overstock items.

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. ICA 1415065**

WITH

THINKING MAPS, INCORPORATED

The Independent Contractor Agreement ICA 1415065 with Capistrano Unified School District and Thinking Maps, Incorporated, called for the original contract period of August 14, 2014 through June 30, 2015.

The contract with Capistrano Unified School District and Thinking Maps, Incorporated shall be extended an additional twelve (12) months, covering the period July 1, 2015 through June 30, 2016, at the rates shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$10,000.

Except as set forth in this Extension Agreement, and Board approved on August 13, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

By: _____

Signature

Lynh N. Rust

Executive Director, Contracts & Purchasing

Thinking Maps, Incorporated

By: _____

Signature

DAN COURTNEY
Print Name

OFFICE MANAGER
Title

Board Approval Date: 4-22-15 Date: 6-15

EXHIBIT A

FEE SCHEDULE

NAME OF COMPANY OR INDIVIDUAL:

Thinking Maps, Inc.

NAME OF CONTACT

Susan Cossaboom, Local Rep - Dan Courtney, Corporate Offices

ADDRESS

401 Cascade Pointe Lane, Cary, NC 27513 - Corporate Offices

PHONE NO.

Local: 714-693-7042 Office, 714-458-9720 Mobile

Corporate Office: 800-243-9169

FAX NO.

EMAIL ADDRESS (REQUIRED)

Local: smc@cossaboom.net

Corporate: Dan@thinkingmaps.com

Description of Services

Staff Development

Rate of Pay & Expenses

Training of Trainers: \$2,000 / Daily

Teacher Direct Training: \$1,500 / Daily

It is very important to include either an hourly or daily rate of pay. This is necessary to determine partial payment in the event services cannot be completed

Signature Susan Cossaboom Date 3/18/2015

Typed or Printed Name Susan Cossaboom

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of August 14, 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").

THINKING MAPS, INCORPORATED

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$10,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing August 14, 2014 through June 30, 2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date _____

CONTRACTOR
Signature Dan Courtney

Name: DAN COURTNEY

Title: OFFICE MANAGER

Address: 401 CASCADE PONTE LN
CARY, NC 27513

Email Address: DAN@THINKINGMAPS.1011

FEIN SSN: 56-1717372

EXHIBIT A



**Special Contractual Agreement for
Purchase of Consulting Services and Materials**

Contract Number: 7619 (will appear on your invoices for these days)

This agreement entered into on 4/8/2014, by and between the Contractor, Thinking Maps Inc., and the Customer:

Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, CA 92675

The Contractor shall perform services for and provide materials to the Customer according to the enclosed proposal (if requested as an enclosure). The Customer will submit a purchase order to the Contractor for materials prior to shipment of materials and prior to consultative services being performed.

The Customer agrees to pay the Contractor within 30 (thirty) days upon receipt of an invoice for completion of each day of consultative service in the amount of \$2000.00 per day for a total of 5 day(s). The following dates are scheduled: 8/25/2014, 8/26/2014, 8/27/2014, 2 TBD. Please be aware that should any fraction of a contracted day be performed, the day will be billed as a full day.

The Contractor shall commence performance of this agreement on 8/25/2014. Any changes to dates on this agreement must be performed no later than 4/8/2015.

Cancellation / Date Change Policy

Ten (10) business days advance notice in writing via email (dan@thinkingmaps.com) or fax (919-678-9782) is required for any contract cancellations or date changes. If the Customer cancels the contract or changes a scheduled training date within 10 business days of the contracted date, the Customer will be billed for all consultant fees, unless the cancellation or change is the result of "acts of God" or *force majeure*.

**Special Contractual Agreement for
Purchase of Consulting Services and Materials**

Contract #: 7619
Consultant Name: Ms. Kristin Clark
Description of Training: Thinking Maps TOT

Customer Name (Please print or type name of entity)

Federal Identification Number

Customer Address

Signature

City • State • Zip

Print Name and Title

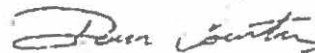
Phone Number

Date

Thinking Maps Inc.

Federal I.D. #: 56-1717372

401 Cascade Pointe Lane



Cary, North Carolina 27513

Signature: Dan Courtney
Office Manager
dan@thinkingmaps.com

4/8/2014

Please mail or fax a signed copy of this contract within 15 business days
from (4/8/2014) to:

Thinking Maps Inc.
401 Cascade Pointe Lane
Cary, NC 27513
Fax: (919) 678-8782

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1415200**

**WITH
PACIFIC SYMPHONY**

Independent Contractor Agreement No. ICA 1415200 with Capistrano Unified School District and Pacific Symphony called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District under this contract and provided by the Consultant is estimated to be \$6,900 for additional services requested by the District to supplement ICA 1415200.

Except as set forth in this Amendment, and Board approved on May 27, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Pacific Symphony

By: _____
Signature

By: _____
Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

Board Approval Date: April 13, 2016

Date: _____

EXHIBIT A



Pacific Symphony Youth Ensembles
3631 S. Harbor Blvd., Suite 100
Santa Ana, CA 92704

Bill To: San Juan Hills High School
33122 Valle Road
San Juan Capistrano, CA 92675

Contact: Bella Staav, Director of Youth Ensembles
Phone: 714-876-2346
Email: bstaav@pacificsymphony.org

Contact: Donna Antifae
Phone: 949-234-9444
Email: dmantifae@capousd.org

Event Details

Description: Professional sectional coaching from musicians of Pacific Symphony for student musicians of San Juan Hills High School (SJHHS). Repertoire rehearsed in each sectional will be determined by the music director of SJHHS.

Location: San Juan Hills High School, San Juan Capistrano

Fee Payment and Restrictions

Method of hiring: The music director of SJJHHS will reach out to Bella Staav of Pacific Symphony, who will hire musicians on behalf of SJHHS. Capistrano Unified School District will then reimburse Pacific Symphony for the cost of hiring musicians.

Payment: Each Pacific Symphony musician hired will be paid a total of \$212.89 per sectional. Each sectional must not exceed 3 hours in length.



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of May 28, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

PACIFIC SYMPHONY

WHEREAS, District is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

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

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the special services required by District, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A." and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$4,000 in aggregate under the term of 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 the period commencing April 23, 2015, and ending June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: [Signature]
 Name: Linh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date: 5-27-15

CONTRACTOR

Signature: [Signature]
 Name: Bella Staav
 Title: Director of Youth Ensembles
 Address: 3631 S. Harbor Blvd., suite 10
Santa Ana, CA 92704
 Email Address: bstaav@pacificsymphony.org
 FEIN: _____

RECEIVED

JUN 08 2015



Pacific Symphony Youth Ensembles
3631 S. Harbor Blvd., Suite 100
Santa Ana, CA 92704

Bill To: San Juan Hills High School
33122 Valle Road
San Juan Capistrano, CA 92675

Contact: Bella Staav, Director of Youth Ensembles
Phone: 714-876-2346
Email: bstaav@pacificsymphony.org

Contact: Donna Antifae
Phone: 949-234-9444
Email: dmantifae@capousd.org

Event Details

Description: Professional sectional coaching from musicians of Pacific Symphony for student musicians of San Juan Hills High School (SJHHS). Repertoire rehearsed in each sectional will be determined by the music director of SJHHS.

Location: San Juan Hills High School, San Juan Capistrano

Fee Payment and Restrictions

Method of hiring: The music director of SJHHS will reach out to Bella Staav of Pacific Symphony, who will hire musicians on behalf of SJHHS. Capistrano Unified School District will then reimburse Pacific Symphony for the cost of hiring musicians.

Payment: Each Pacific Symphony musician hired will be paid a total of \$206.64 per sectional. Each sectional must not exceed 3 hours in length.

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICE AGREEMENT
PSA 1516086**

WITH

BOYS TOWN CALIFORNIA, INCORPORATED

Professional Service Agreement PSA 1516086 with Capistrano Unified School District and Boys Town California, Incorporated called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District under this contract and provided by the Consultant is estimated to be \$250,000 for additional services requested by the District to supplement PSA 1516086.

Except as set forth in this Amendment, and Board approved on August 12, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Boys Town California, Incorporated

By: _____
Signature

By: _____
Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

Board Approval Date: April 13, 2016

Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of August 13, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

BOYS TOWN CALIFORNIA 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, specifically those described in Exhibit A, and

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

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit A, and incorporated herein by this reference.

Fees and Expenses For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$130,000.00 in aggregate under term of this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement The term of this base Agreement is for the period commencing July 1, 2015, and ending June 30, 2016 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Linh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: August 12, 2015

CONSULTANT

Signature: _____

Name: Lawren Ramos

Title: Executive Director

Address: 2223 E. Wellington Ave., Suite 350
Santa Ana, CA 92701

Email Address: Lawren.Ramos@boystown.org

FEDN 76-0720675

1



EXHIBIT A
NPA FEE SCHEDULE
2015-16

Behavior Intervention:

- Boys Town California In-Home: Behavior counseling and/or guidance services for students and/or parents: \$156.00 per hour

Behavior Intervention Design & Planning:

- Boys Town California In-Home: Behavior counseling and/or guidance services for students and/or parents: \$186.00 per hour

Psychological Services/Boys Town California Behavioral Health Clinic: Counseling and/or training for youth, parents, and families, psychological testing, and consultation

Services provided in English, Spanish, and Tagalog/Filipino by doctors of Psychology

- Behavioral health counseling and/or training for students, parents, & families: \$185/hour (initial visit is \$300)
- Psychological testing: \$220/hour
- Consultation: \$185/hour

2223 E. Wellington Avenue, Suite 350
Boys Town California 92701 | 714.558.0303
Andrea.Bach@boystown.org | www.boystown.org

Saving Children, Healing Families

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1516141**

WITH

#1 IN LEARNING ONLINE, INCORPORATED

Independent Contractor Agreement No. ICA 1516141 with Capistrano Unified School District and #1 In Learning Online, Incorporated called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District under this contract and provided by the Consultant is estimated to be \$5,997.25 for additional services requested by the District to supplement ICA 1516141.

Except as set forth in this Amendment, and Board approved on October 28, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

#1 In Learning Online, Incorporated

By: _____
Signature

By: _____
Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

Board Approval Date: April 13, 2016

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of October 29, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

#1 IN LEARNING ONLINE, 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, specifically No Child Left Behind Supplemental Educational Services as described in Exhibit A; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the special services required by District, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and is estimated to be \$3,997.25 in aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for the period commencing October 29, 2015, and ending June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: [Signature]

Name: Lynch N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: October 28, 2015

CONTRACTOR

Signature: [Signature]

Name: Tamir Oheb

Title: CEO

Address: 10600 Sepulveda Blvd., # 107

Mission Hills, CA 91345

Email Address: toheb@tree-of-knowledge.net

FEIN: 80-0750189

EXHIBIT A

Fee Schedule 2015-16:

Provider: #1 in Learning Online, Inc.
Address: 10600 Sepulveda Blvd., # 107, Mission Hills, CA 91345
Contact Person: Tamir Olch
Phone: 866 698 6537
Email: tolch@1inlearningonline.com

Cost associated with tutoring program (hourly rate):

- \$ 35.00
- Online tutoring

Tamir Olch 9/14/15

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1516133**

WITH

1 2 3 MATH, INCORPORATED

Independent Contractor Agreement No. ICA 1516133 with Capistrano Unified School District and 1 2 3 Math, Incorporated called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District under this contract and provided by the Consultant is estimated to be \$4,997.25 for additional services requested by the District to supplement ICA 1516133.

Except as set forth in this Amendment, and Board approved on October 28, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

1 2 3 Math, Incorporated

By: _____
Signature

By: _____
Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

Board Approval Date: April 13, 2016

Date: _____

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of October 29, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

1 2 3 MATH, 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, specifically No Child Left Behind Supplemental Educational Services as described in Exhibit A; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the special services required by District, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and is estimated to be \$3,997.25 in aggregate under the term of this Agreement.

Term of Agreement The term of this base Agreement is for the period commencing October 29, 2015, and ending June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: 

Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: October 28, 2015

CONTRACTOR

Signature: 

Name: Irene Pinzon Santos

Title: Director

Address: 2050 Rangeview Drive
Glendale, CA 91201

Email Address: isantos@123math.org

FEIN: 46-1244165

EXHIBIT A



Fee Schedule 2015-2016

To: Capistrano Unified School District

From: 1 2 3 MATH
Address: 2050 Rangeview Drive, Glendale, CA 91201
Contact Person: Irene Pinzon Santos
Phone: 877-251-6284
Email: isantos@123math.org

One-one-One Tutoring	\$60.00 per hour
Small group (2-5 students)	\$60.00 per student per hour


Authorized Provider Signature

09/14/2015
Date

1 2 3 MATH • www.123math.org
2050 Rangeview Drive • Glendale, CA 91201 • Phone: 877.251.6284 • Fax: 877.889.6891

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1516147**

WITH

ABOVE & BEYOND LEARNING, INCORPORATED

Independent Contractor Agreement No. ICA 1516147 with Capistrano Unified School District and Above & Beyond Learning, Incorporated called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District under this contract and provided by the Consultant is estimated to be \$5,997.25 for additional services requested by the District to supplement ICA 1516147.

Except as set forth in this Amendment, and Board approved on October 28, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

**Above & Beyond Learning,
Incorporated**

By: _____
Signature

By: _____
Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

Board Approval Date: April 13, 2016

Date: _____

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of October 29, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

ABOVE & BEYOND LEARNING, 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, specifically No Child Left Behind Supplemental Educational Services as described in Exhibit A; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the special services required by District, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and is estimated to be \$3,997.25 in aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for the period commencing October 29, 2015, and ending June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: [Signature]

Name: Lynn N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: October 28, 2015

CONTRACTOR

Signature: [Signature]

Name: Chad Brammer

Title: Director

Address: 8900 SW 117 Avenue C-103

Miami, FL 33186

Email Address: cbrammerABL@gmail.com

FEIN: 27-1786296

EXHIBIT A

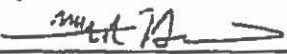


Fee Schedule 2015-2016

Provider: Above & Beyond Learning, Inc.
Address: 1243 SW 143 CT Miami, FL 33184
Contact Person: Victor Gordon
Phone: (909) 936-2974
Email: vgordonABI@gmail.com

Cost associated with tutoring program (hourly rate):

- 1:1 (Individual tutoring)- \$50/hour
- 1:2-10 (Group tutoring)- \$50/hour
- Online tutoring- \$50/hour



Provider Signature

9/24/15
Date

Toll-free: (844) 618-7493 • Office: (786) 621-8287 • Fax: (305) 273-8993
8900 SW 117 Avenue C-103 • Miami, Florida 33186

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1516148**

WITH

A BETTER TOMORROW EDUCATION

Independent Contractor Agreement No. ICA 1516148 with Capistrano Unified School District and A Better Tomorrow Education called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District under this contract and provided by the Consultant is estimated to be \$9,994.50 for additional services requested by the District to supplement ICA 1516148.

Except as set forth in this Amendment, and Board approved on October 28, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

A Better Tomorrow Education

By: _____
Signature

By: _____
Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

Board Approval Date: April 13, 2016

Date: _____

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of October 29, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

A BETTER TOMORROW EDUCATION

WHEREAS, District is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice, specifically No Child Left Behind Supplemental Educational Services as described in Exhibit A; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the special services required by District, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services"),

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and is estimated to be \$7,994.50 in aggregate under the term of this Agreement

Term of Agreement. The term of this base Agreement is for the period commencing October 29, 2015, and ending June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: 

Name: Lynn N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: October 28, 2015

CONTRACTOR

Signature: 

Name: Hario L. Vasquez

Title: CEO

Address: 14241 E. Firestone Blvd., #200

La Mirada, CA 90638

Email Address: hariov@abettertomorrowedu.com

FEIN: 46-1239658

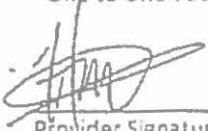
EXHIBIT A

<u>Fee Schedule 2015-2016</u>
Provider: A Better Tomorrow Education
Address: 14241 E. Firestone Blvd., #200 La Mirada, CA 90638
Contact Person: Hario L. Vasquez
Phone: (888) 968-2283 or (562) 926-3755
Email: Hariov@abettertomorrowedu.com

Cost Associated with tutoring program (Hourly Rate):

•\$39.00

•One to One Tutoring



09/01/2015

Provider Signature/ Date

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1516149**

WITH

A TREE OF KNOWLEDGE EDUCATIONAL SERVICES, INCORPORATED

Independent Contractor Agreement No. ICA 1516149 with Capistrano Unified School District and A Tree of Knowledge Educational Services, Incorporated called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District under this contract and provided by the Consultant is estimated to be \$12,897.25 for additional services requested by the District to supplement ICA 1516149.

Except as set forth in this Amendment, and Board approved on October 28, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

**A Tree of Knowledge Educational
Services, Incorporated**

By: _____
Signature

By: _____
Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

Board Approval Date: April 13, 2016

Date: _____

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of October 29, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

A TREE OF KNOWLEDGE EDUCATIONAL SERVICES, 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, specifically No Child Left Behind Supplemental Educational Services as described in Exhibit A; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the special services required by District, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and is estimated to be \$3,997.25 in aggregate under the term of this Agreement

Term of Agreement. The term of this base Agreement is for the period commencing October 29, 2015, and ending June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: 

Name: Lynn N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: October 28, 2015

CONTRACTOR

Signature: 

Name: TAMIR OHER

Title: CEO

Address: 10600 SEPULVEDA BLVD. #107

MISSION HILLS, CA 91345

Email Address: TOHER@TREE-OF-KNOWLEDGE.NET

FEIN: 20-5554673

EXHIBIT A

Fee Schedule 2015-16:

Provider: A Tree of Knowledge Educational Services, Inc.
Address: 10600 Sepulveda Blvd., # 107, Mission Hills, CA 91345
Contact Person: Tamir Ohel
Phone: 866 698 6537
Email: toheb@tree-of-knowledge.net

Cost associated with tutoring program (hourly rate).

- \$ 65.00
- One on one tutoring

 9/14/15

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1516156**

WITH

APPLE LEARNING COMPANY

Independent Contractor Agreement No. ICA 1516156 with Capistrano Unified School District and Apple Learning Company called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District under this contract and provided by the Consultant is estimated to be \$24,997.25 for additional services requested by the District to supplement ICA 1516156.

Except as set forth in this Amendment, and Board approved on October 28, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Apple Learning Company

By: _____
Signature

By: _____
Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

Board Approval Date: April 13, 2016

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of October 29, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

APPLE LEARNING COMPANY

WHEREAS, District is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice, specifically No Child Left Behind Supplemental Educational Services as described in Exhibit A; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the special services required by District, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and is estimated to be \$3,997.25 in aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for the period commencing October 29, 2015, and ending June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: [Signature]

Name: Lynn N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: October 28, 2015

CONTRACTOR

Signature: [Signature]

Name: Maria Lee

Title: President

Address: 3843 S. Bristol St. #185
Santa Ana, CA 92704

Email Address: maria@applelearningcompany.com

FEIN: 800214075

Fee Schedule 2015-16

Provider: Apple Learning Company

Address: 3843 S. Bristol St. #185, Santa Ana, CA 92704

Contact Person: Maria Lee

Phone: 888-287-1287

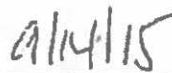
Email: maria@applelearningcompany.com

Cost associated with tutoring program (hourly rate):

- \$40/hr
- One-to-one tutoring



Provider Signature



Date

Apple Learning Company

P 888.287.1287

F 848.215.202

3843 S. Bristol St. #185

Santa Ana, CA 92704

www.applelearningcompany.com

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1516161**

WITH

HT LEARNING CENTER

Independent Contractor Agreement No. ICA 1516161 with Capistrano Unified School District and HT Learning Center called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District under this contract and provided by the Consultant is estimated to be \$20,997.25 for additional services requested by the District to supplement ICA 1516161.

Except as set forth in this Amendment, and Board approved on October 28, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

HT Learning Center

By: _____
Signature

By: _____
Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

Board Approval Date: April 13, 2016

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of October 29, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

HT LEARNING CENTER

WHEREAS, District is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required.

WHEREAS, District is in need of such special services and advice, specifically No Child Left Behind Supplemental Educational Services as described in Exhibit A; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the special services required by District, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and is estimated to be \$3,997.25 in aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for the period commencing October 29, 2015, and ending June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: 

Name: Lynn N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: October 28, 2015

CONTRACTOR

Signature: 

Name: Kris Nhan Truong

Title: Principal

Address: 9431 Heil Ave.
Fountain Valley, CA 92708

Email Address: htoc1990@yahoo.com

FEIN: 26-2747070



Fee Schedule 2015 - 2016

Student Tutor Ratio: 1 to 1
\$44.00/hr

If group (2-5 students)
\$25.00/hr

A handwritten signature in black ink, appearing to read 'K. Remy', is written over a horizontal line.

Provider signature

A handwritten date '9/2/13' in black ink is written over a horizontal line.

Date

Email: htoc1990@yahoo.com

Phone: 714-841-1444

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1516165**

WITH

PROFESSIONAL TUTORS OF AMERICA, INCORPORATED

Independent Contractor Agreement No. ICA 1516165 with Capistrano Unified School District and Professional Tutors of America, Incorporated called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District under this contract and provided by the Consultant is estimated to be \$59,978.00 for additional services requested by the District to supplement ICA 1516165.

Except as set forth in this Amendment, and Board approved on October 28, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

**Professional Tutors of America,
Incorporated**

By: _____
Signature

By: _____
Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

Board Approval Date: April 13, 2016

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of October 29, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

PROFESSIONAL TUTORS OF AMERICA, 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, specifically No Child Left Behind Supplemental Educational Services as described in Exhibit A; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the special services required by District, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and is estimated to be \$31,978.00 in aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for the period commencing October 29, 2015, and ending June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: [Signature]

Name: Dynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: October 28, 2015

CONTRACTOR

Signature: [Signature]

Name: Robert Gordon

Title: CEO

Address 3350 E. Birch St., Suite 108

Brea, CA 92821

Email Address: Rgordon@professional tutors.com

FEIN 33-0015574

EXHIBIT A

Fee Schedule 2015-2016

Provider: Professional Tutors of America, Inc.
Address: 3350 E. Birch Street, Suite 108, Brea, CA 92821
Contact Person: Robert Gordon
Phone: (800) 832-2487
Fax: (714) 671-1887
E-mail: Rgordon@professionaltutors.com

Cost(s) associated with your program (hourly rate): \$68.00 per hour for
One-to-One tutoring

Robert Gordon
9/11/15

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1516166**

WITH

REACH PROFESSIONAL IN HOME TUTORING

Independent Contractor Agreement No. ICA 1516166 with Capistrano Unified School District and Reach Professional In Home Tutoring called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District under this contract and provided by the Consultant is estimated to be \$5,697.25 for additional services requested by the District to supplement ICA 1516166.

Except as set forth in this Amendment, and Board approved on October 28, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

**Reach Professional In Home
Tutoring**

By: _____
Signature

By: _____
Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

Board Approval Date: April 13, 2016

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of October 29, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

REACH PROFESSIONAL IN-HOME TUTORING

WHEREAS, District is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice, specifically No Child Left Behind Supplemental Educational Services as described in Exhibit A; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the special services required by District, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and is estimated to be \$3,997.25 in aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for the period commencing October 29, 2015, and ending June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: [Signature]

Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: October 28, 2015

CONTRACTOR

Signature: [Signature]

Name: NORMAN DREXEL

Title: PRESIDENT

Address: 15338 CENTRAL AVE.

CHINO CA. 91710

Email Address: NORMDREXEL@REACHPROFESSIONAL.COM

FEIN: 56-2537246

EXHIBIT A

Fee Schedule 2015-15

Provider: REACH Professional In-Home Tutoring

Address: 15338 Central Avenue, Chino, CA 91710

Contact Person: Dometrius McClain, Program Monitor

Phone: (323) 487-2478 or (909) 457-4149

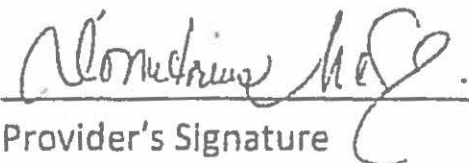
Email: dometrius.mcclain@reachprotutoring.com


Cost associated with tutoring program (hourly rate):

\$50.00 per hour

1 to 1 tutoring

In-Home Tutoring


Provider's Signature


Date

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1516167**

WITH

RIO HONDO EDUCATION CONSORTIUM DBA LEARN

Independent Contractor Agreement No. ICA 1516167 with Capistrano Unified School District and Rio Hondo Education Consortium DBA LEARN called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District under this contract and provided by the Consultant is estimated to be \$24,997.25 for additional services requested by the District to supplement ICA 1516167.

Except as set forth in this Amendment, and Board approved on October 28, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

**Rio Hondo Education Consortium
DBA Learn**

By: _____
Signature

By: _____
Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

Board Approval Date: April 13, 2016

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of October 29, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

RIO HONDO EDUCATION CONSORTIUM DBA LEARN

WHEREAS, District is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice, specifically No Child Left Behind Supplemental Educational Services as described in Exhibit A; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the special services required by District, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and is estimated to be \$3,997.25 in aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for the period commencing October 29, 2015, and ending June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: 

Name: Lynn N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: October 28, 2015

CONTRACTOR

Signature: 

Name: Brenda Carrillo

Title: Chief Program Officer

Address: 7200 Greenleaf Ave

Whittier CA 90602

Email Address: brenda@learnla.org

FEIN: 20-0995958

FEE SCHEDULE 2015-2016

PROVIDER: LEARN (a DBA of Rio Hondo Education Consortium)
ADDRESS: 7200 Greenleaf Avenue, Suite 370, Whittier, CA 90602
CONTACT PERSON: Sylvia Barragan
PHONE: 562-945-0150 ext.109
EMAIL: sylvia@learnla.org

\$26.00/Hour

- One-on-one Tutoring
- Group Tutoring (max 3 students)

Brenda Corcoran 09/14/2015
Chief Program Officer
LEARN

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1516168**

WITH

SPECTRUM SOLUTIONS, LLC

Independent Contractor Agreement No. ICA 1516168 with Capistrano Unified School District and Spectrum Solutions, LLC called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District under this contract and provided by the Consultant is estimated to be \$67,997.25 for additional services requested by the District to supplement ICA 1516168.

Except as set forth in this Amendment, and Board approved on October 28, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Spectrum Solutions LLC

By: _____
Signature

By: _____
Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

Board Approval Date: April 13, 2016

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of October 29, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

SPECTRUM SOLUTIONS LLC

WHEREAS, District is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice, specifically No child Left Behind Supplemental Educational Services as described in Exhibit A; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the special services required by District, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and is estimated to be \$3,997.25 in aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for the period commencing October 29, 2015, and ending June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: 

Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: October 28, 2015

CONTRACTOR

Signature: 

Name: Jawaid Alam

Title: President

Address: 700 Rochester Ln, Southlake, TX 76092

Email Address: sesprovider@spectrumsolution.org

FEIN: 37-1704978

EXHIBIT A



Spectrum Solutions LLC
Education for the Future

700 Rochester Ln
Southlake, TX 76092
323-285-8817
www.spectrumsolution.org
sesprovider@spectrumsolution.org

Provider: Spectrum Solutions LLC
Address: 700 Rochester Ln,
Southlake, TX 76092
Contact Person: Jawaid Alam
Phone: (323) 285-8817
Email: sesprovider@spectrumsolution.org

Tutoring	Fee
One to One (1:1)	\$57
Small Group (upto 5 students:1)	\$57 per student
Large Group (upto 10 students:1)	\$57 per student
Online	\$57

Jawaid Alam

9/16/2015

Sincerely,
Jawaid Alam , President
Spectrum Solutions LLC

Date

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1516175**

WITH

EDUCANDO LIDERES

Independent Contractor Agreement No. ICA 1516175 with Capistrano Unified School District and Educando Lideres called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District under this contract and provided by the Consultant is estimated to be \$20,997.25 for additional services requested by the District to supplement ICA 1516175.

Except as set forth in this Amendment, and Board approved on October 28, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Educando Lideres

By: _____
Signature

By: _____
Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

Board Approval Date: April 13, 2016

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of October 29, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

EDUCANDO LIDERES

WHEREAS, District is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice, specifically No Child Left Behind Supplemental Educational Services as described in Exhibit A; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the special services required by District, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services").

NOW, THEREFORE, the Parties agree as follows

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and is estimated to be \$3,997.25 in aggregate under the term of this Agreement

Term of Agreement. The term of this base Agreement is for the period commencing October 29, 2015, and ending June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: 

Name: Lynn N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: October 28, 2015

CONTRACTOR

Signature: 

Name: Xochitl Martinez

Title: Chief Financial Officer

Address: 27762 Antonio L. Suite 478
Ladera Ranch, CA 92694

Email Address: xochitl.martinez@educandolideres.org

FEIN: 45-3778443

EDUCANDO LIDERES
27762 Antonio L1 #478
Ladera Ranch, CA 92694
323-703-7130

Capistrano Unified School District
Stacy Yogi, Executive Director, State and Federal Programs
33122 Valle Road
San Juan Capistrano, California 92675

September 14, 2015

SUBJECT: FEE SCHEDULE

Ms. Yogi,

The following information is the fee schedule for Educando Lideres.

	Tutoring	Fee
In-Home (1:1)		\$49.96/hr
Small Group		N/A
Online		N/A

Provider: Educando Lideres
Address: 27762 Antonio L1 #478, Ladera Ranch, CA 92694
Contact Person: Xochitl Martinez
Phone: 323-703-7130
Email: xochitl.martinez@educandolideres.org

Educationally



Xochitl Martinez
Chief Financial Officer

**AMENDMENT NO. 1 TO MASTER CONTRACT AGREEMENT
NO. MCA 1516197**

WITH

NOVATA BEHAVIORAL HEALTH DBA NOVATA CARES

Master Contract Agreement No. MCA 1516197 called for services to be rendered at the rates shown in the agreement.

The “not to exceed” amount on Master Contract Agreement No. MCA 1516197 shall be increased by \$10,000 for additional services request by the District.

Except as set forth in this Amendment, and Board approved January 27, 2016, all other terms of the contract remain in full force and effect.

Board Approved: April 13, 2016



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of January 28, 2016 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

NOVATA BEHAVIORAL HEALTH DBA NOVATA CARES

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2015 through June 30, 2016.

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

☒ Master Contract ☐ Special Conditions ☒ Required Documents and Certifications ☒ Purchase Order(s)

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

"DISTRICT"

By: _____
 Name: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date: January 27, 2016

"CONTRACTOR"

By: _____
 Name: _____
 Title: _____
 Email address _____
 FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR

Novata Behavioral
Health dba Novata
CARES

CONTRACTOR
NUMBER

1A-37-050

2015-2016

(NONPUBLIC SCHOOL OR AGENCY)

(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed

75+

If blank, the number shall be as determine by
CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed
Total LEA enrollment may not exceed

Rate

Period

A. Basic Education Program/Special Education Instruction
Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

(1) a. Behavior Aide: Direct Service or Case Conference or Shadow (home or school; includes travel time)	\$52.00	Per hour
b. Master Level/BCBA Behavior Supervisor: School/Home Consultation or Functional Behavior Assessment (includes travel)	\$113.41	Per hour
c. Doctoral Level/Licensed Professional Behavior Supervisor: School/Home IEP Development/Behavior Intervention Consultation/Functional Behavior Assessment	\$130.00	Per hour
(2) a. Educational Counseling – Individual		
b. Educational Counseling – Group of		
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual		
b. Adapted Physical Education – Group of		
c. Adapted Physical Education – Group of		
(4) a. Language and Speech Therapy – Individual		
b. Language and Speech Therapy – Group of 2		
c. Language and Speech Therapy – Group of 3		
d. Language and Speech Therapy – Per diem		
e. Language and Speech – Consultation Rate		
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)		
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual		
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4 - 7		
e. Occupational Therapy – Consultation Rate		
(8) Physical Therapy		
(9) a. Behavior Intervention		
b. Behavior Intervention – Supervision		
Provided by:		

*Parent transportation reimbursement rates are to be determined by the LEA.
**By credentialed Special Education Teacher.

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....APRIL 13, 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
5547	87	WLC ARCHITECTS INC	BI:Arch /Fac Acq /ANHS	4,620.00
5548	87	WLC ARCHITECTS INC	BI:Arch /Fac Acq /ANHS	23,000.00
5549	95	BURKE WILLIAMS & SORENSEN LLP	Legal /Fac Acq /Dstrctwd	25,000.00
3 Purchase Orders				\$52,620.00

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....APRIL 13, 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
354974	1	SPECTRUM CENTER ROSSIER PARK	NPS /NPS /Dstrctwd	12,236.00
354975	1	PATHWAY COMMUNICATIONS LTD.	NonCapEq/CurAthlt/SCHS	5,831.49
354976	1	ORANGE COUNTY SHERIFF DEPT	Serv& Op/Security/Dstrctwd	790.11
354977	1	MARLENE JEAN MURPHY	CnsltSvs/Instrctn/Dstrctwd	28,800.00
354978	13	SCSNA ATTN: SUZY SAYRE	CnfrNonI/FoodServ/Dstrctwd	290.00
354979	1	FOLLETT SCHOOL SOLUTIONS INC	Bks&Ref /Instrctn/Viejo	1,750.00
354980	1	PERMA-BOUND	Bks&Ref /Instrctn/Viejo	250.00
354981	1	ABLENET INC	InstMtls/SE0thIns/Dstrctwd	1,207.14
354982		VOID	VOID	0.00
354983	1	NCS PEARSON INC.	InstMtls/Instrctn/San Juan	512.87
354984	1	BEYOND PLAY	InstMtls/Instrctn/Hiddn Hl	181.61
354985	1	MCGRAW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	718.35
354986		VOID	VOID	0.00
354987	1	STAPLES ADVANTAGE	SpIsNonI/SupvAdmn/Dstrctwd	12.95
354988	1	RANCHO SANTIAGO COLLEGE	FieldTrp/Instrctn/GrgWhite	636.00
354989	1	M F ATHLETIC	NonCapEq/CurAthlt/ANHS	1,465.04
354990	1	APERSON	InstMtls/Instrctn/CVHS	105.86
354991	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Hiddn Hl	171.66
354992		VOID	VOID	0.00
354993	1	TENNIS WAREHOUSE	InstMtls/CurAthlt/ANHS	777.38
354994	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Instrctn/HankeyMS	1,546.56
354995	1	MCGRAW-HILL SCHOOL EDUCATION	InstMtls/SE0thIns/Dstrctwd	898.41
354996	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	21,030.16
354997	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	7,540.46
354998	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	5,822.01
354999	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	4,945.28
355000	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	1,648.43
355001	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	8,347.17
355002	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	4,103.56
355003	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	16,764.36
355004	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	12,520.75
355005	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	1,648.43
355006	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	3,366.88
355007	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	841.72
355008	1	DELL COMPUTER	NonCapEq/TIS /Dstrctwd	1,843.16
355009	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	1,683.44
355010	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	1,613.41
355011	1	DELL COMPUTER	NonCapEq/TIS /Dstrctwd	862.26
355012	1	OCDE	InstMtls/Instrctn/Las Palm	121.50
355013	1	ESCO EAR SERVICE CORP	Serv& Op/HlthServ/Dstrctwd	454.00
355014	1	INTERNATIONAL BACCALAUREATE	InstMtls/Instrctn/SCHS	3,277.00
			InstMtls/Enterprs/SCHS	42,256.00
355015	1	MATHMANIA ROBOTICS	InstMtls/Instrctn/OsoGrand	150.00
355016	1	LECTORUM PUBLISHING	InstMtls/Instrctn/Las Palm	524.77
355017	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Instrctn/Marblehd	559.49

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PO No.	Fund	Vendor	Description	Amount
355018	1	CHEFS' TOYS	InstMtls/Instrctn/Serra	1,000.00
355019	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/LadraElm	148.73
355020	1	NCS PEARSON INC.	SplsNonI/PsychSer/Dstrctwd	718.68
355021	1	RIFTON EQUIPMENT	SplsNonI/HlthServ/Dstrctwd	117.45
355022	1	HOPE INC	SplsNonI/Spch Aud/Dstrctwd	177.00
355023	1	NCS PEARSON INC.	SplsNonI/Spch Aud/Dstrctwd	1,715.18
355024	1	LINGUAL LEARNING, LLC	InstMtls/Instrctn/Las Palm	2,440.80
355025	1	NCS PEARSON INC.	SplsNonI/HlthServ/Dstrctwd	462.32
355026	13	ULINE	OpSupp /FoodServ/Dstrctwd	184.77
355027	1	PHONAK LLC	NonCapEq/SE0thIns/Dstrctwd	1,812.27
355028	1	DELTA EDUCATION	InstMtls/Instrctn/Dstrctwd	512.16
355029	1	FOLLETT SCHOOL SOLUTIONS INC	K-8Textb/Instrctn/Dstrctwd	4,358.72
355030	1	YELLOWSTONE BOYS & GIRLS RANCH	Residtl /NPS /Dstrctwd	6,592.07
			Sub MHBC/NPS /Dstrctwd	12,980.00
			Sub MHBC/PsychSer/Dstrctwd	5,428.00
355031	25	GROUND PENETRATING RADAR	Bldg Imp/Fac Acq /ANHS	500.00
355032	1	OAK GROVE INSTITUTE	Residtl /NPS /Dstrctwd	4,875.00
			Sub MHBC/NPS /Dstrctwd	5,807.70
			Sub MHBC/PsychSer/Dstrctwd	5,807.67
355033		VOID	VOID	0.00
355034	1	CALIFORNIA WEEKLY EXPLORER INC	Serv& Op/Instrctn/LadraElm	1,750.00
355035	1	YELLOWSTONE BOYS & GIRLS RANCH	Residtl /NPS /Dstrctwd	866.50
355036	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Instrctn/Hiddn Hl	890.03
355037		VOID	VOID	0.00
355038	14	CUSD-MELLO ROOS	Serv& Op/Fac Acq /Dstrctwd	5,096.07
355039	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	1,613.41
355040	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	5,822.01
355041	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/CanViste	596.70
355042	1	HITT MARKING DEVICE	InstMtls/Instrctn/SMS	25.73
355043	1	SANTA ANA ZOO	FieldTrp/SDCInstr/Dana ENF	180.00
355044	1	STAPLES ADVANTAGE	SplsNonI/Saf&Trng/Dstrctwd	323.73
355045	1	CDWG Inc	NonCapEq/Instrctn/Dstrctwd	396.90
355046	1	DELL COMPUTER	NonCapEq/Instrctn/Tesoro	779.37
355047	1	UC REGENTS	Serv& Op/Instrctn/St Michl	450.00
355048	1	CDWG Inc	SplsNonI/Sch Adm /Viejo	502.20
355049	1	ACORN MEDIA	InstMtls/Instrctn/CanViste	239.11
355050		VOID	VOID	0.00
355051	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/Dstrctwd	24.50
355052	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/Instrctn/Oak Grv	1,764.00
355053	1	CDWG Inc	InstMtls/Instrctn/Dstrctwd	271.21
355054	1	CAMCOR INC	InstMtls/Instrctn/CanViste	298.21
355055	14	CULVER-NEWLIN	F&EInstl/Fac Acq /Dstrctwd	9,755.19
355056	1	INSIGHT SYSTEMS EXCHANGE	SplsNonI/RR:Bldgs/Dstrctwd	887.76
			SplsNonI/Op:Grnds/Dstrctwd	4,438.80
355057	1	CDWG Inc	InstMtls/Instrctn/OsoGrand	1,454.76
355058	1	CAMCOR INC	InstMtls/Instrctn/LFMS	820.20
355059	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Las Palm	5,000.00
355060		VOID	VOID	0.00
355061	1	ACORN MEDIA	InstMtls/Instrctn/ANHS	531.36
355062	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Del Obis	2,000.00

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PO No.	Fund	Vendor	Description	Amount
355063	1	CDWG Inc	InstMtls/Instrctn/DJAMS	602.64
355064	1	ACORN MEDIA	InstMtls/Instrctn/Benedict	398.52
355065	1	CDWG Inc	InstMtls/Instrctn/Tesoro	79.92
355066	1	CDWG Inc	InstMtls/Instrctn/Tesoro	100.44
355067	1	WARDS MEDIA TECH	NonCapEq/Instrctn/Dstrctwd	1,347.84
355068	1	WARDS MEDIA TECH	InstMtls/Instrctn/Tijeras	673.92
355069	1	EARTHQUAKE MANAGEMENT	SpplsNonI/Sch Adm /LadraElm	4,804.53
355070	1	IMAGE 2000	InstMtls/Instrctn/LF Elem	125.28
355071	1	PC & MACEXCHANGE	NonCapEq/Instrctn/MFMS	1,053.00
355072	1	ZONAR	SpplsNonI/PuplTran/Dstrctwd	6,318.00
355073	1	BARRETT-ROBINSON INC	SpplsNonI/PuplTran/Dstrctwd	640.98
355074	1	GOLDEN STAR TECHNOLOGY INC.	Serv& Op/Instrctn/MFMS	260.00
355075	1	WARDS MEDIA TECH	NonCapEq/Instrctn/SCHS	673.92
355076	1	CDWG Inc	InstMtls/Instrctn/Malcom	319.68
355077	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LadraElm	1,000.00
355078	1	CDWG Inc	InstMtls/Instrctn/Dstrctwd	969.84
355079	1	CAMCOR INC	InstMtls/Instrctn/Crn Vlly	894.63
355080	1	PITSCO INC.	InstMtls/Instrctn/CVHS	500.00
355081	1	PC & MACEXCHANGE	NonCapEq/Sch Adm /Wagon Wh	1,053.00
355082	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/CVHS	1,500.00
355083	1	CAMCOR INC	SpplsNonI/PuplTest/Dstrctwd	3,828.27
355084	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/CVHS	2,000.00
355085	1	FISHER SCIENTIFIC	InstMtls/Instrctn/CVHS	2,000.00
355086	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/CVHS	2,000.00
355087		VOID	VOID	0.00
355088	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	410.10
355089	1	BLUE LABEL POWER INC.	SpplsNonI/Sch Adm /LadraElm	49.86
355090	1	THERAPRO	SpplsNonI/HlthServ/Dstrctwd	1,275.48
355091	1	IMAGE 2000	InstMtls/Instrctn/San Juan	613.22
355092	1	SIMPLER LIFE EMERGENCY	SpplsNonI/Sch Adm /LadraElm	67.21
355093	1	EMERGENCY ESSENTIALS INC	SpplsNonI/Saf&Trng/Dstrctwd	269.57
355094	1	SCHOOL HEALTH CORPORATION	SpplsNonI/Sch Adm /Bathgate	28.11
355095	1	NEW MANAGEMENT	SpplsNonI/Sch Adm /CanVisteE	94.40
355096	1	VEX ROBOTICS INC	InstMtls/Instrctn/AVMS	290.19
355097	1	CDWG Inc	InstMtls/Instrctn/LadraElm	1,454.76
355098	1	CAMCOR INC	InstMtls/Instrctn/FNMS	1,700.89
355099	1	CDWG Inc	SpplsNonI/Sch Adm /FNMS	200.88
355100	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Dstrctwd	57.13
355101	1	CDWG Inc	InstMtls/Instrctn/FNMS	2,424.60
355102	1	PC & MACEXCHANGE	NonCapEq/Instrctn/LF Elem	1,053.00
355103	11	ESSENTIAL EDUCATION	InstMtls/Instrctn/Dstrctwd	750.00
355104	1	GOLDEN STAR TECHNOLOGY INC.	Serv& Op/Instrctn/LF Elem	260.00
355105	1	CDWG Inc	SpplsNonI/Sch Adm /Dstrctwd	969.84
355106		VOID	VOID	0.00
355107	1	CAMCOR INC	InstMtls/SEOthIns/Dstrctwd	7.31
355108	1	WARDS MEDIA TECH	NonCapEq/Instrctn/LFMS	1,347.84
355109	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/SMS	66.96
355110	1	SPINITAR	InstMtls/Instrctn/San Juan	886.08
355111	1	CDWG Inc	InstMtls/Instrctn/ArroyoMS	396.90
355112		VOID	VOID	0.00
355113		VOID	VOID	0.00

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355114	1	CDWG Inc	SplsNonI/Sch Adm /NHMS	461.16
355115		VOID	VOID	0.00
355116	1	PC & MACEXCHANGE	NonCapEq/Instrctn/Tijeras	1,053.00
355117	1	CDWG Inc	SplsNonI/Sch Adm /Malcom	200.88
355118	1	CDWG Inc	NonCapEq/Instrctn/OsoGrand	1,939.68
355119	1	GOLDEN STAR TECHNOLOGY INC.	Serv& Op/Instrctn/SJHHS	260.00
355120	1	PC & MACEXCHANGE	NonCapEq/Instrctn/SJHHS	1,053.00
355121	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/Chaparal	540.00
355122	1	GOLDEN STAR TECHNOLOGY INC.	Serv& Op/Instrctn/Wagon Wh	260.00
355123	1	PC & MACEXCHANGE	InstMtls/Instrctn/Benedict	2,106.00
355124	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/Benedict	520.00
355125	1	CDWG Inc	InstMtls/Instrctn/AVMS	484.92
355126	1	GOLDEN STAR TECHNOLOGY INC.	Serv& Op/Sch Adm /Tijeras	260.00
355127	1	CAROLINA BIOLOGICAL SUPP	NonCapEq/Instrctn/MFMS	909.78
355128	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/ArroyoEl	232.77
355129	1	EDDY CONSULTING LLC	NonCapEq/SE0thIns/Dstrctwd	5,605.20
355130	1	DELL COMPUTER	SplsNonI/Supt /Dstrctwd	146.33
355131	1	NUMOTION	NonCapEq/HlthServ/Dstrctwd	5,493.74
355132	1	NUMOTION	NonCapEq/HlthServ/Dstrctwd	5,866.99
355133	1	COSTCO S.J.C.	St Rcpts/Undesig /Dstrctwd	2,580.12
355134	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	16,106.20
			Sub NPS /NPS /Dstrctwd	8,178.60
355135	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	16,423.00
			Sub NPS /NPS /Dstrctwd	9,492.20
355136		VOID	VOID	0.00
355137	1	DEVEREUX TEXAS TREATMENT	Residtl /NPS /Dstrctwd	1,287.69
355138	1	SEGERSTROM CENTER FOR THE ARTS	FieldTrp/Instrctn/VdelMarE	610.00
355139	1	ELEVATE LEARNING LLC	CnsltSvs/Instrctn/Dstrctwd	245,000.00
355140	1	DEVEREUX TEXAS TREATMENT	Residtl /NPS /Dstrctwd	2,210.01
355141	1	BOWIE ARNESON KADI WILES	Legal /FacPlann/Dstrctwd	211.50
355142	1	BERGMAN DACEY GOLDSMITH,	Legal /FacPlann/Dstrctwd	1,043.50
355143	1	DBQ PROJECT, THE	InstMtls/Instrctn/CVHS	351.00
355144	1	PROVIDENCE SPEECH AND	NPA /Spch Aud/Dstrctwd	15,000.00
355145		VOID	VOID	0.00
355146	1	SHACK-LAPPIN, CAROL	SubNonCn/GuidCnsl/Dstrctwd	30,000.00
355147	1	CITY OF SAN CLEMENTE PARKS/REC	Serv& Op/RR:Grnds/Dstrctwd	25,626.68
355148	1	JOHN RIZUTO KILN SERVICE	SplsNonI/Sch Adm /SJHHS	470.98
355149	1	CITY OF MISSION VIEJO	Serv& Op/RR:Grnds/Dstrctwd	25,179.45
355150		VOID	VOID	0.00
355151	1	ALTERNATIVE COMMUNICATIONS	SubInCon/SE0thIns/Dstrctwd	30,000.00
355152	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	6,129.24
			Sub NPS /NPS /Dstrctwd	7,848.36
355153	1	STAPLES ADVANTAGE	SplsNonI/Sch Adm /FNMS	118.79
355154	1	OCEANVIEW SCHOOL	Sub NPS /NPS /Dstrctwd	782.11
355155	1	SPECTRUM CENTER ROSSIER PARK	NPS /NPS /Dstrctwd	6,117.60
			Sub NPS /NPS /Dstrctwd	4,595.41
355156	1	AMY E ORR	CnsltNon/Pub Info/Dstrctwd	15,000.00
355157	1	CLASSROOM SUPPLY MART	InstMtls/Instrctn/FNMS	58.99
355158		VOID	VOID	0.00
355159	1	DEMCO	InstMtls/Instrctn/MFMS	43.89

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PO No.	Fund	Vendor	Description	Amount
355160	1	DEMCO	InstMtls/Instrctn/MFMS	24.56
355161	1	ORANGE COUNTY DEPT OF EDUCAT	Serv& Op/Bus/Fisc/Dstrctwd	437,305.17
355162	1	CERTIFIED TRANSPORTATION	Charter /DW Undst/Dstrctwd	100,000.00
355163	1	JFK TRANSPORTATION CO INC	Charter /DW Undst/Dstrctwd	100,000.00
355164	1	HOT DOGGER TOURS INC.	Charter /DW Undst/Dstrctwd	50,000.00
355165	1	TRANSPORTATION CHARTER SERVICE	Charter /DW Undst/Dstrctwd	50,000.00
355166	1	PACIFIC COAST SIGHTSEEING	Charter /DW Undst/Dstrctwd	50,000.00
355167	1	PAXTON/PATTERSON	InstMtls/Instrctn/SCHS	1,024.95
355168	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/MFMS	1,485.11
355169	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/ArroyOMS	104.79
355170	1	FREY SCIENTIFIC CO	InstMtls/Instrctn/LRMS	602.59
355171	1	PAXTON/PATTERSON	InstMtls/Instrctn/SCHS	1,135.45
355172	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/Benedict	23,560.00
355173	1	COMPLETE OFFICE OF CA	SplsNonI/Board /Dstrctwd	20.81
355174	1	CASBO	CnfrNonI/SuppSvcs/Dstrctwd	745.00
			CnfrNonI/Bus/Fisc/Dstrctwd	1,095.00
355175	1	EAGLE	St Rcpts/Undesig /Dstrctwd	7,110.72
355176	1	CDWG Inc	SplsNonI/Supt /Dstrctwd	6.77
355177	25	DSA	BI:DSA /Fac Acq /CVHS	500.00
355178		VOID	VOID	0.00
355179	1	SEHI COMPUTER	Rntl:Oth/TIS /Dstrctwd	1,500.00
355180	1	PERMA-BOUND	InstMtls/Enterprs/FNMS	363.04
355181	1	PERMA-BOUND	InstMtls/Enterprs/FNMS	364.50
355182	1	INDEPENDENT LIVING AIDS LLC	InstMtls/SE0thIns/Dstrctwd	42.32
355183	1	COMMITTEE FOR CHILDREN	InstMtls/Instrctn/Las Palm	47.52
355184		VOID	VOID	0.00
355185	1	THE PARENT INSTITUTE FOR	CnsltNon/PrntPart/Del Obis	5,000.00
355186		VOID	VOID	0.00
355187	1	DON JOHNSTON INC	InstMtls/SE0thIns/Dstrctwd	106.12
355188	1	DON JOHNSTON INC	InstMtls/SE0thIns/Dstrctwd	106.12
355189	1	DON JOHNSTON INC	InstMtls/SE0thIns/Dstrctwd	106.12
355190	1	SCHOLASTIC INC	InstMtls/Instrctn/SCHS	313.50
355191		VOID	VOID	0.00
355192	1	ABLENET INC	InstMtls/SE0thIns/Dstrctwd	223.02
355193	1	ABLENET INC	InstMtls/SE0thIns/Dstrctwd	223.02
355194	1	ENABLEMART	InstMtls/SE0thIns/Dstrctwd	211.68
355195	1	RIFTON EQUIPMENT	NonCapEq/HlthServ/Dstrctwd	3,608.55
355196	1	DECKER INC	SplsNonI/Sch Adm /DHHS	1,664.87
355197		VOID	VOID	0.00
355198	1	CROSSLINE COMMUNITY CHURCH	Rnt&Repr/Instrctn/Dstrctwd	3,200.00
355199		VOID	VOID	0.00
355200	13	NOSAJ DISPOSABLES INCORPORATED	OpSupp /FoodServ/Dstrctwd	2,000.00
355201	13	CALIFORNIA DEPT. OF EDUCATION	Fd Frzn /FoodServ/Dstrctwd	8,600.00
355202	1	PERMA-BOUND	K-12Text/Instrctn/LFMS	443.50
355203	1	VERIZON WIRELESS	SplsNonI/PuplTran/Dstrctwd	300.58
355204	1	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/Dstrctwd	200,000.00
355205	1	PRO-ED	InstMtls/SE0thIns/Dstrctwd	94.28
355206	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	48.43
355207	1	FUN AND FUNCTION	SplsNonI/HlthServ/Dstrctwd	83.47
355208		VOID	VOID	0.00

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PO No.	Fund	Vendor	Description	Amount
355209	1	SUPER DUPER INC.	SpplsNonI/Spch Aud/Dstrctwd	148.92
355210	1	TEXAS INSTRUMENTS EDUCATION	InstMtls/Instrctn/FrshStrt	193.60
355211	1	CCEA MODEL SCHOOLS PROGRAM	CnfrNonI/Pup Serv/Serra	525.00
355212	1	IXL LEARNING INC	Serv& Op/Instrctn/LFMS	559.00
355213		VOID	VOID	0.00
355214	1	LAKESHORE LEARNING MATERIALS	SpplsNonI/Spch Aud/Dstrctwd	82.38
355215	1	BSN SPORTS	Rnt&Repr/CurAthlt/Dstrctwd	3,192.96
355216	1	BSN SPORTS	Rnt&Repr/CurAthlt/Dstrctwd	8,300.00
355217	1	BSN SPORTS	Rnt&Repr/CurAthlt/Dstrctwd	8,300.00
355218	1	FOLLETT SCHOOL SOLUTIONS INC	Bks&Ref /Instrctn/Moulton	997.27
355219	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/AVMS	426.25
355220	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	62.05
355221	1	LAKESHORE LEARNING MATERIALS	InstMtls/SE0thIns/Dstrctwd	45.12
355222		VOID	VOID	0.00
355223	1	AUDIBLE GENIUS LLC	InstMtls/Instrctn/Tesoro	336.92
355224	1	HOUGHTON MIFFLIN CO	Serv& Op/Instrctn/Del Obis	3,510.00
355225	1	FOLLETT SOFTWARE CO	SpplsNonI/Sch Adm /Marblehd	199.00
355226	1	CULVER-NEWLIN	NonCapEq/Instrctn/Dstrctwd	36,155.47
355227	1	CULVER-NEWLIN	F&ENonIn/TIS /Dstrctwd	1,512.69
355228	1	MR CLEAN MAINTENANCE SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	48,610.73
355229	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/FrshStrt	37.96
355230		VOID	VOID	0.00
355231	14	CULVER-NEWLIN	Bldg Imp/Fac Acq /DHHS	4,719.33
355232	14	CULVER-NEWLIN	Bldg Imp/Fac Acq /ANHS	9,070.27
355233	1	CULVER-NEWLIN	F&ENonIn/RR:Bldgs/Dstrctwd	731.27
355234	14	WENGER CORPORATION	Bldg Imp/Fac Acq /SCHS	524.88
355235	14	WOODWIND AND BRASSWIND	Bldg Imp/Fac Acq /SCHS	218.68
355236	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/SJHHS	14,989.00
355237	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Dstrctwd	30,000.00
355238	40	NKS MECHANICAL CONTRACTING INC	BI:Const/Fac Acq /FNMS	26,318.00
355239	1	IMAGE WORKS	InstMtls/SE0thIns/Dstrctwd	385.38
355240	1	PRIDESTAFF INC.	Serv& Op/Purch /Dstrctwd	15,360.00
355241		VOID	VOID	0.00
355242	1	PERMA-BOUND	InstMtls/Enterprs/FNMS	329.02
355243	1	HEINEMANN	Bks&Ref /Instrctn/Viejo	666.70
355244	1	ORANGE COUNTY FIRE AUTHORITY	Serv& Op/RR:Bldgs/Dstrctwd	5,000.00
355245	1	SCHOOL MATE	InstMtls/Instrctn/Hiddn Hl	870.49
355246		VOID	VOID	0.00
355247	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/MFMS	3,000.00
355248	1	DON JOHNSTON INC	InstMtls/SE0thIns/Dstrctwd	106.12
355249	1	CARREN J STIKA	CnsltNon/PsychSer/Dstrctwd	5,000.00
355250	1	WARE GROUP, THE	InstMtls/Instrctn/Del Obis	7,020.00
355251	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/NHMS	57.37
355252	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/LRMS	610.00
355253	25	GROUND PENETRATING RADAR	Bldg Imp/Fac Acq /ANHS	975.00
355254	13	MEDTECH	OpSupp /FoodServ/Dstrctwd	2,393.91
355255	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/ANHS	2,389.19
355256	1	SO CALIF SUPERINTENDENTS	CnfrNonI/Supt /Dstrctwd	150.00
355257	1	DICK BLICK WEST	InstMtls/Instrctn/AVMS	86.57
355258	1	BARCODESINC	InstMtls/Instrctn/DHHS	132.72

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355259	1	TWO WAY DIRECT INC	SplsNonI/Sch Adm /DJAMS	384.26
355260	1	CAMBIUM LEARNING GROUP INC	InstMtls/Instrctn/Dstrctwd	3,888.00
355261	1	PAXTON/PATTERSON	InstMtls/Instrctn/DHHS	636.27
355262	1	SCHOOL NURSE	SplsNonI/HlthServ/VdelMarE	67.92
355263	1	CB RANCH ENTERPRISES	CUSD Bus/Instrctn/Las Palm	1,716.00
355264	1	ZOOMARS	FieldTrp/SDCInstr/Dana ENF	320.00
355265	1	OCEAN INSTITUTE	FieldTrp/Instrctn/RH Dana	4,450.00
355266	1	OCEAN INSTITUTE	FieldTrp/Instrctn/RH Dana	4,450.00
355267	1	TANAKA FARM & PUMPKIN PATCH	FieldTrp/Instrctn/RH Dana	609.00
355268	1	CDWG Inc	InstMtls/Instrctn/LFMS	1,499.52
355269	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/LFMS	147.00
355270	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/LFMS	282.96
355271	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	327.00
355272	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SE0thIns/Dstrctwd	24.50
355273	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	327.00
355274	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SE0thIns/Dstrctwd	24.50
355275		VOID	VOID	0.00
355276	1	NSI ACADEMY	Residtl /NPS /Dstrctwd	10,250.00
			Sub MHBC/NPS /Dstrctwd	11,778.24
			Sub MHBC/PsychSer/Dstrctwd	14,133.87
355277	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	16,723.20
355278	1	NOVATA - CARES	SubNonCh/GuidCnsl/Dstrctwd	10,200.00
355279	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	624.00
355280	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	4,202.20
			Sub NPS /NPS /Dstrctwd	16,697.00
			Sub MHBC/GuidCnsl/Dstrctwd	2,907.90
355281	1	YELLOWSTONE BOYS & GIRLS RANCH	Sub MHBC/NPS /Dstrctwd	6,600.00
			Sub MHBC/PsychSer/Dstrctwd	2,760.00
355282	1	THINKING MAPS INC	InstMtls/Instrctn/Dstrctwd	1,408.11

280 Purchase Orders \$2,263,308.68

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Warrant Number	Name of Payee	Reference Number	Amount
219922	COREY AND JUDY CRAMIN	PO-354667	5,000.00
219923	HAGOP AND HAYA SAKADJIAN	CL-151929	886.00
219924	MARK AND KATHRYN DANIELS	PO-351640	2,615.96
219925	PARADIGM HEALTH CARE SERVICES	PO-351601	5,073.39
		PO-351602	1,000.00
219926	TENLEY LERCH	PO-354674	2,950.00
219927	WINGARD, RICHARD AND LORENA	PO-354533	875.00
219928	BAGGIO, LISA	PV-163826	72.36
219929	BEALES, TOM	PV-163812	164.16
219930	BRYANT, STEVEN	PV-163820	72.25
219931	CAMPBELL, SARA	PV-163817	81.00
219932	CASBO	PO-354577	255.00
219933	COOPER, PAMELA	PV-163825	72.25
219934	COPPOLA, LUCI	PV-163822	70.74
219935	DARROW, HEATHER	PV-163813	82.08
219936	HATCHEL, STEVE	PV-163815	86.00
219937	JAMES, JACOBS	PV-163819	78.08
219938	JONES, KARYN	PV-163818	70.09
219939	JONSSON, CASSAUNDRA	PV-163824	68.90
219940	KLINGBEIL, KATIE	PV-163823	72.36
219941	MCDERMOTT, KIMBERLY	PV-163831	81.65
219942	MEISSNER, ANDREA	PV-163827	72.36
219943	MILLER, MARK G.	PV-163811	684.08
219944	REISCHL, VIRGINIA	PV-163828	71.93
219945	TONG, ANDREA	PV-163821	68.04
219946	URQUIDI, RODERICK	PV-163830	215.00
219947	WEINSTEIN, DAVID H	PV-163829	81.00
219948	GOODWILL INDUSTRIES OF	PO-351632	137.00
219949	REBECCA CALLAGHAN ROMO dba	PO-352720	747.50
219950	YMCA OF ORANGE COUNTY	PO-350763	3,000.00
219951	LHB INDUSTRIES	PO-354470	1,066.00
219952	MEDICALESHP INC	PO-354786	161.85
219953	MESA GOLF CARTS	PO-351670	532.80
219954	MISSION AUTO SERVICE	PO-353790	722.35
219955	MOBILE COMMUNICATION REPAIR	PO-350491	75.60
219956	MR. M'S WORLD	PO-353947	1,739.00
219957	NILES BIOLOGICAL INC	PO-351372	174.67
219958	O'REILLY AUTOMOTIVES INC	PO-351810	190.44
219959	ORANGE AUTO PARTS & SUPPLY LLC	PO-352218	494.64
219960	ORANGE COUNTY REGISTER	PO-350328	253.88
		PO-351666	3,656.16
		PO-352660	398.26
219961	PARKHOUSE TIRE INC.	PO-350488	361.46
219962	PEP BOYS	PO-353966	95.81
219963	PHONAK LLC	PO-354755	888.88

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Warrant Number	Name of Payee	Reference Number	Amount
219964	PRUDENTIAL OVERALL SUP	PO-350319	131.44
		PO-351216	27.93
219965	RICKS TRAILER SUPPLY	PO-351249	629.32
219966	RINCON TRUCK CENTER INC	PO-350494	690.47
219967	SCAQMD	PO-354950	2,424.63
219968	SCHOLASTIC INC	PO-354422	440.27
219969	SEHI COMPUTER PRODUCTS INC	PO-350122	2,576.88
219970	SEON SYSTEM SALES INC.	PO-353704	48,859.20
219971	SITEONE LANDSCAPE SUPPLY LLC	PO-353578	201.78
219972	SMOG EXPRESS	PO-350553	67.90
219973	SNAP-ON INDUSTRIAL	PO-352640	305.86
219974	STOTZ EQUIPMENT	PO-353973	59,144.04
219975	THERAPRO INC.	PO-354794	200.70
219976	LARMAC	PO-354966	17,400.00
219977	SAN DIEGO GAS & ELECTRIC	PO-353317	66,647.60
219978	SANTA MARGARITA WATER	PO-350719	10,876.43
219979	SO CAL GAS CO	PO-350717	9,229.81
		PV-163804	5,647.61
219980	SO COAST WATER DIST	PO-351099	3,905.21
219981	CULVER-NEVLIN	PO-352750	1,306.81
219982	YTI ENTERPRISES INC DBA	PO-354618	729.00
219983	HMC ARCHITECTS	PO-341287	72,843.75
219984	ATG DESIGNING MOBILITY INC.	PO-354677	5,334.34
219985	MARKERBOARD PEOPLE	PO-354879	172.20
219986	OFFICESUPPLY.COM	PO-354868	482.59
219987	ONE STOP BINDERY	PO-350321	115.00
219988	REALLY GOOD STUFF INC	PO-354826	246.40
		PO-354875	279.59
219989	SELECT EQUIPMENT	PO-350317	418.50
		PO-354895	4,208.40

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Warrant Number	Name of Payee	Reference Number	Amount
219990	SOUTHWEST SCHOOL&OFFICE SUPPLY	-	
		PO-350011	43.42
		PO-350104	71.46
		PO-350645	412.66
		PO-350646	55.81
		PO-350649	63.90
		PO-350651	21.62
		PO-350652	298.47
		PO-350653	4.45
		PO-350656	76.43
		PO-350658	166.40
		PO-350660	200.75
		PO-350662	631.67
		PO-350663	146.22
		PO-350664	93.68
		PO-350667	19.40
		PO-350668	259.56
		PO-350669	319.56
		PO-350670	336.26
		PO-350673	40.97
		PO-350674	170.63
		PO-350676	53.37
		PO-350677	82.67
		PO-350680	64.08
		PO-350681	401.82
		PO-350682	118.56
		PO-350686	27.86
		PO-350687	213.27
		PO-350689	874.06
		PO-350922	245.92
		PO-351160	49.94
		PO-351192	71.37
		PO-351201	345.52
		PO-351212	233.85
		PO-351224	577.94
		PO-351246	545.91

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Warrant Number	Name of Payee	Reference Number	Amount
219991	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-351287	1,500.32
		PO-351309	309.32
		PO-351320	73.03
		PO-351351	85.29
		PO-351797	203.56
		PO-352234	226.51
		PO-352261	3,631.85
		PO-352610	142.25
		PO-352939	288.59
		PO-353596	632.15
		PO-353915	1,003.67
		PO-353916	88.64
		PO-353919	7.91
		PO-353924	313.50
219992	SPICERS PAPER	PO-350261	941.54
219993	TIFCO INDUSTRIES	PO-351083	1,270.53
219994	TRUCPAR CO	PO-351084	38.77
219995	ULINE	PO-350117	259.51
		PO-354815	417.97
219996	UNIQUE SWEEPING	PO-350535	281.00
219997	UNITED RENTALS (NORTH AMERICA)	PO-350076	544.79
219998	VALLEY POWER SYSTEMS INC.	PO-351132	356.40
219999	VEX ROBOTICS INC	PO-354803	32.81
220000	WAL MART COMMUNITY/RFCSLLC	PO-352091	89.35
		PO-353005	463.34
		PO-353016	75.16
		PO-354014	149.97
220001	WAL MART COMMUNITY/RFCSLLC	PO-351685	13.73
220002	WARDS SCIENCE	PO-350643	16.32
		PO-354864	127.85
		PO-354921	52.65
220003	WESTERN PUMP	PO-351441	401.25
220004	ZONAR	PO-353706	13,464.88
220005	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-351205	19.29
		PO-352905	206.69
220006	WAL MART COMMUNITY/RFCSLLC	PO-350926	259.21
220007	US BANK CORP PAYMENT SYSTEM	-	
		PV-163803	5,164.58
220008	US BANK CORP PAYMENT SYSTEM	PV-163803	3,234.00
220009	A Z BUS SALES INC	PO-350342	1,365.09
220010	ABLENET INC	PO-354276	57.95
220011	ACER SERVICE CORPORATION	PO-350118	263.75
220012	ACORN MEDIA	PO-354170	39.85
220013	ADVANTAGE WEST INVESTMENT	PO-352922	15,426.52

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Warrant Number	Name of Payee	Reference Number	Amount
220014	AERO MARK	PO-353594	27.12
		PO-354897	43.41
220015	APPLE COMPUTER INC	PO-354543	1,436.16
		PO-354630	2,698.91
		PO-354730	2,054.92
		PO-354734	2,607.61
220016	BACKSEAT DRIVER & ASSOC INC	PO-353946	10,140.00
220017	BEYOND PLAY	PO-354830	162.30
220018	BIO CORPORATION	PO-354051	2,722.15
220019	BLAIRS TOWING INC	PO-350836	250.00
220020	BUSWEST	PO-350478	2,102.84
220021	CAL STAGE & LIGHTING INC	PO-354416	4,874.09
220022	CAMCOR INC	PO-354598	49.70
		PO-354604	584.92
		PO-354608	273.35
		PO-354696	584.92
		PO-354697	1,201.12
220023	CAROLINA BIOLOGICAL SUPPLY CO	PO-353595	140.89
220024	CHAMPION BALL COMPANY	PO-352744	240.43
220025	CINTAS CORP #640	PO-350374	218.90
220026	CLEAN ENERGY	PO-354028	7,896.14
220027	COMPLETE OFFICE OF CA	PO-350110	48.57
220028	COSTCO S.J.C.	PO-354421	310.96
		PO-354680	41,604.19
		PO-354852	79.21
220029	CROWN VALLEY TRANS	PO-350479	1,200.00
220030	DANIELS TIRE SERVICE	PO-354715	4,744.75
220031	DELL MARKETING L P	PO-354517	2,423.18
		PO-354877	893.19
220032	DELTA EDUCATION	PO-354676	181.21
220033	DEMCO	PO-354747	94.16
220034	DICK BLICK WEST	PO-351371	282.65
220035	ENVIRONMENTS INC	PO-354844	85.08
220036	EVERYTHING MEDICAL LLC	PO-353462	1,882.20
220037	FOLLETT SCHOOL SOLUTIONS INC	PO-354631	1,319.34
		PO-354728	1,939.95
220038	FRICTION MATERIALS CO.	PO-350382	291.60
220039	GOPHER ATHLETIC/SPORTS	PO-354818	334.85
		PO-354859	58.30
220040	HITT MARKING DEVICE	PO-354062	187.70
		PO-354768	231.95
220041	HOWARD TECHNOLOGY SOLUTIONS	PO-354718	24.50
		PO-354720	294.00
		PO-354722	24.50
220042	INTERSTATE BATTERIES	PO-350383	386.17

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Warrant Number	Name of Payee	Reference Number	Amount
220043	JOSTENS	PO-353985	1,754.01
		PO-354120	16.20
220044	KELLY PAPER COMPANY	PO-350262	1,122.56
220045	LAKESHORE LEARNING MATLS	PO-354363	368.32
		PO-354843	289.20
		PO-354874	214.92
220046	DELL MARKETING L P	PO-353669	1,206.05
220047	CDW GOVERNMENT	PO-353963	1,476.25
220048	DIGITAL NETWORKS GROUP	PO-353676	46,935.42
		PO-353677	28,721.44
		PO-354132	2,170.50
220049	STATE BD EQUALIZATION	PV-163833	1,491.00
220050	US BANK CORP PAYMENT SYSTEM	PV-163816	12,597.05
220051	US BANK-PARS#6746022400	PO-351238	15,720.07
220052	CHLIC-CHICAGO	PO-350265	26,213.35
		PO-350266	16,191.60
220053	CAPISTRANO USD	PO-350271	25,272.13
220054	US BANK CORP PAYMENT SYSTEM	-	
		PV-163806	6,410.42
220055	US BANK CORP PAYMENT SYSTEM	-	
		PV-163806	6,233.56
220056	US BANK CORP PAYMENT SYSTEM	PV-163806	451.20
		PV-163808	3,910.72
220057	CALIFORNIA WEEKLY EXPLORER INC	PV-163807	3,450.00
220058	CERTIFIED TRANSPORTATION	PV-163809	723.06
220059	TRANSPORTATION CHARTER SERVICE	CM-160069	850.00-
		PV-163814	9,267.50
220060	US BANK CORP PAYMENT SYSTEM	-	
		PV-163805	8,694.30
		PV-163832	133.57
220061	US BANK CORP PAYMENT SYSTEM	PV-163832	1,063.75
220062	US BANK CORP PAYMENT SYSTEM	PV-163805	278.27

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Warrant Number	Name of Payee	Reference Number	Amount
220063	A & R WHOLESALE DISTRIBUTORS	-	
		PV-163887	10,146.71
		PV-163888	7,718.71
		PV-163889	9,271.18
		PV-163890	12,132.55
		PV-163891	9,052.56
		PV-163892	9,845.26
		PV-163893	577.02
		PV-163894	8,812.66
		PV-163895	4,965.46
		PV-163896	6,654.60
		PV-163897	6,507.71
		PV-163898	9,441.28
		PV-163899	1,877.56
220064	A & R WHOLESALE DISTRIBUTORS	PV-163899	6,014.47
		PV-163900	6,362.02
		PV-163901	8,033.94
		PV-163903	9,000.22
		PV-163906	4,403.06
		PV-163907	2,657.10
		PV-163909	1,531.23
		PV-163911	153,992.53
220065	CAL TROPIC	PV-163834	4,435.20
220066	ECOLAB PEST ELIMINATION	PV-163792	174.72
		PV-163793	174.72
		PV-163794	167.20
		PV-163795	174.72
		PV-163796	174.72
		PV-163797	174.72
		PV-163798	87.36
		PV-163799	87.36
		PV-163800	65.52
		PV-163801	65.52
220067	EKON-O-PAC INC.	PV-163791	37.00
220068	GOLD STAR FOODS INC	CM-160070	18.30-
		CM-160071	18.30-
		CM-160072	18.30-
		PV-163929	11,710.38
		PV-163937	311.10
220069	Gehrich 05, Jennifer	PV-163958	97.85
220070	INDUSTRIAL ELECTRIC SERVICE	PV-163847	1,332.66
220071	Krauthamer 05, Randy	PV-163835	56.25
220072	MILLER MECHANICAL	PV-163844	239.80
		PV-163845	351.99
		PV-163846	391.22

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Warrant Number	Name of Payee	Reference Number	Amount
220073	McCartin 04, Catherine	PV-163836	283.75
220074	McGuire 05, Elva	PV-163848	68.50
220075	P & R PAPER SUPPLY COMPANY	CM-160073	9.73-
		PV-163957	20,679.18
220076	Peterson 74, Allison	PV-163837	9.00
220077	SMART & FINAL	PV-163802	22.80
220078	Williams 05, Travis	PV-163838	63.50
220079	Wilson 04, Karen	PV-163839	80.00
220080	COUNTY OF ORANGE	PO-354884	482.85
		PO-354976	790.11
220081	MATHMANIA ROBOTICS	PO-355015	150.00
220082	MCGRAW-HILL SCHOOL EDUCATION	PO-354985	718.35
220083	MERCURY DISPOSAL SYSTEM INC	PO-350273	316.72
220084	MOBILE FLEET WASH	PO-350480	955.50
220085	MPS	PO-353276	220.00
		PO-354787	220.00
220086	NASCO MODESTO	PO-353663	361.85
		PO-354865	184.19
220087	NCS PEARSON INC.	PO-354983	510.72
220088	OFFICE DEPOT	PO-350102	85.28
		PO-350633	624.71
		PO-352691	23.25
		PO-353311	46.93
		PO-353593	54.60
		PO-353834	253.80
		PO-353914	95.71
		PO-354273	302.38
		PO-354761	1,520.15
220089	ORANGE COUNTY FIRE PROTECTION	PO-352279	3,356.94
220090	SAFETY-KLEEN SYSTEMS INC	PO-350528	958.64

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Warrant Number	Name of Payee	Reference Number	Amount
220091	SMART & FINAL	-	
		PO-350086	204.35
		PO-350502	528.85
		PO-350505	30.20
		PO-350506	191.53
		PO-350507	279.72
		PO-351416	74.13
		PO-351683	120.31
		PO-352087	492.37
		PO-352088	180.00
		PO-352448	210.66
		PO-352449	136.49
		PO-352450	12.20
		PO-352755	151.38
		PO-352762	217.96
		PO-352863	105.89
		PO-352916	84.71
220092	SMART & FINAL	PO-352916	26.76
		PO-352917	461.45
		PO-353337	185.21
		PO-353542	600.94
		PO-354204	142.26
220093	SOUTH COAST MEDICAL GROUP	PO-350969	1,364.00
220094	SPECTRASONICS	PO-354939	1,206.58
220095	SPORTS IMPORTS	PO-354914	497.25
220096	STAPLES ADVANTAGE	PO-354205	233.50
		PO-354325	331.11
		PO-354738	54.00
220097	SWEETWATER SOUND	PO-354550	840.00
		PO-354783	3,479.95
220098	SWRCB	PO-350533	1,282.00
220099	OFFICE DEPOT	PO-350627	119.15
220100	OFFICE DEPOT	PO-350101	38.17
220101	OFFICE DEPOT	PO-350101	37.03
220102	OFFICE DEPOT	PO-350101	37.03
220103	CAPISTRANO UNIFIED SCHOOL DIST	PO-350267	66,138.53
220104	ELECTRONIC DESIGN SOLUTIONS	PO-354432	2,704.87
220105	SAN DIEGO GAS & ELECTRIC	PO-353317	150,582.84
220106	SANTA MARGARITA WATER	PO-350719	3,581.25
220107	SOUTHERN CALIFORNIA EDISON	PO-350716	49,735.76
220108	CJK CONSTRUCTION MANAGEMENT	PO-352511	13,600.00
220109	ELECTRONIC DESIGN SOLUTIONS	PO-353751	260.00
220110	ASSI SECURITY	PO-354274	2,330.69
220111	CJK CONSTRUCTION MANAGEMENT	PO-352512	13,940.00
220112	CJK CONSTRUCTION MANAGEMENT	PO-352510	4,484.00

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Warrant Number	Name of Payee	Reference Number	Amount
220113	CJK CONSTRUCTION MANAGEMENT	PO-352507	3,040.00
220114	PUBLIC ECONOMICS INC	PO-352477	125.00
220115	ALTERNATIVE COMM SVCS	PO-350808	9,330.00
220116	BERRY, SCOTT AND/OR JAIME	PO-351459	1,232.34
220117	BOYS TOWN CALIFORNIA INC.	PO-353124	8,935.00
220118	BRADBURY, JOSHUA AND/OR	PO-351646	395.25
220119	CLARINDA ACADEMY	PO-351657	9,319.00
220120	COPPER HILLS YOUTH CENTER	PO-352384	10,211.00
220121	CRARY, BRENDA	PO-350797	3,803.80
220122	EBBING, CURTIS AND/OR MARYAM	PO-351485	844.17
220123	ENGLAR-CARLSON, ALISON	PO-352538	4,800.00
220124	FARIBORZ, SURUR FAZELI	PO-352646	295.12
220125	GARCIA, IRMA R.	PO-350472	4,440.80
220126	GRANDINETTE, SHARON M.	PO-350826	498.00
220127	HALLIE W PALOMARES	PO-354967	337.60
220128	HEAR NOW	PO-350496	4,250.00
220129	HEARTSPRINGS SCHOOL	PO-353960	12,505.40
220130	JENNIFER TONEY SPEECH	PO-350795	960.00
220131	JEPSSEN, CLINT AND/OR KATIE	PO-351486	661.32
220132	KRANTZ, TRICIA	PO-351149	2,906.40
220133	MINGUS MOUNTAIN ACADEMY	PO-351660	9,194.00
220134	MOLDAUER, PAMELA S.	PO-350789	2,205.00
220135	NSI ACADEMY	PO-351651	9,194.00
220136	OCEANVIEW SCHOOL	PO-351755	3,859.20
		PO-351756	3,884.80
		PO-351757	3,614.80
		PO-351758	3,241.60
		PO-351759	428.80
		PO-351760	1,715.20
		PO-351765	3,216.00
		PO-352374	2,950.40
		PO-352379	4,339.20
		PO-352715	643.20
		PO-353091	1,564.22
		PO-353092	368.80
		PO-353445	1,715.20
		PO-353446	1,500.80
		PO-353687	1,715.20
		PO-353959	926.40
		PO-354121	3,267.20
		PO-354123	360.00
		PO-354882	5,574.40
220137	ORANGE COUNTY THERAPY SERVICE	PO-350380	465.00
		PO-354665	24,440.00
220138	ORANGE CTY DEPT EDUC	PO-352284	284,297.09

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
220139	PORT VIEW PREPARATORY SCHOOL	PO-351773	14,410.00
		PO-351822	9,110.00
		PO-354664	10,840.00
		PO-354809	200.00
220140	PROVIDENCE SPEECH AND	PO-354342	1,140.00
220141	ROZENBERG, ABBY	PO-351957	1,800.00
220142	SHACK-LAPPIN, CAROL	PO-351158	2,507.50
220143	SPEECH & LANGUAGE DEVELOPMENT	PO-351767	3,959.00
		PO-351772	4,865.00
		PO-351774	5,323.00
220144	STAFFREHAB	PO-354258	2,176.00
220145	WILLIAMS, MATTHEW	PO-350495	121.00
220146	LOS ANGELES CTY OFC EDUC	PO-353865	750.00
		PO-353866	750.00
		PO-353867	900.00
		PO-353945	300.00
		PO-354067	150.00
220147	BACKUS & ERNST LLP	PO-352531	840.00
220148	BURKE WILLIAMS & SORENSEN LLP	PO-352532	1,074.00
220149	MARLENE JEAN MURPHY	PO-354977	1,800.00
220150	ORBACH HUFF SUAREZ & HENDERSON	PO-352536	1,890.70
220151	PROFESSIONAL TUTORS OF AMERICA	PO-353370	11,288.00
220152	THE PARENT INSTITUTE FOR	PV-163840	5,000.00
		PV-163842	4,650.00
		PV-163843	350.00
220153	BREITHAUPT, TERESA	PV-163849	115.44
220154	CHICAS, CARLOS	PV-163850	219.65
220155	SCHULTZ, BRIAN	PV-163859	23.70
220156	WELLIKSON, JOSH	PV-163852	88.48
220157	YOGI, STACY	PV-163853	53.17
220158	ARTHURS, TAMMY	PV-163854	140.00
220159	LYNCH, SHAWNA	PV-163855	125.00
220160	MARSHALL, KATIE	PV-163856	95.98
220161	PAVGADMOHANRAJ, VIJAYA	PV-163857	524.05
220162	SERRATOS, MONICA	PV-163858	260.24
220163	ALZAMORA, LUCERO	PV-163860	308.21
220164	ARKEE, SHEILA	PV-163861	326.27
220165	BAKER, KATHY	PV-163862	388.65
220166	BANNERMAN, CARY & KELLY	PV-163863	225.50
220167	CLARK, BRIAN OR YOLANDA	PV-163864	84.13
220168	DESHAZER, ALEX OR DARCY	PV-163865	201.10
220169	EASTMAN, STEPHEN & TARA	PV-163866	252.72
220170	ECKHARDT, ANNETTE	PV-163867	1,113.89
220171	GAU, MARY	PV-163868	149.69
220172	HIERONYMUS, PAUL OR DAYLENE	PV-163869	186.62

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Warrant Number	Name of Payee	Reference Number	Amount
220173	JARAMILLO, ALBA AND OR	PV-163870	268.27
220174	JOHNSON, EDWIN OR MELISS	PV-163871	480.17
220175	KAPP, BRYAN OR LINDSAY	PV-163872	780.00
220176	LAHAM, HAISSAM & MANSOUR RIMA	PV-163873	172.24
220177	LOUIE, DARRYL OR CATHERINE	PV-163875	325.04
220178	MACNAMARA DANIEL & ALICIA	PV-163876	288.83
220179	MARTINEZ, ROBERT OR CHRISTINA	PV-163877	125.58
220180	MOLYNEUX, THOMAS OR CHRISTINA	PV-163878	110.81
220181	MYERS, EDWIN & BRENDA	PV-163879	458.01
220182	OSBORNE, RICHARD & DAYNA	PV-163880	163.43
220183	PATTERSON, DOUG AND	PV-163881	326.23
220184	RAMIREZ, JOSE AND OR	PV-163884	293.54
220185	RETTBERG, HELEN	PV-163882	1,713.07
220186	ROLING, MIKAIL	PV-163883	314.93
220187	SANCHEZ, HIRAM LOPEZ AND OR	PV-163874	264.62
220188	SUTHERLAND, GARY & RACHEL	PV-163885	136.86
220189	TOWNSEND, DERIK & TAMARA	PV-163886	156.60
220190	BIRKINSHAW, RYAN	PV-163904	252.72
220191	BRANNAM, ANDREA	PV-163902	55.92
220192	BUTLER, SUSAN	PV-163905	90.40
220193	CHOI, EUN YOUNG	PV-163908	97.74
220194	CHRISTMAN-STURM, TRACY	PV-163910	147.54
220195	COOPER, TERI	PV-163960	32.40
220196	COX, WILLIAM A	PV-163912	216.00
220197	CUNNINGHAM, CHADWICK	PV-163913	216.00
220198	ELLIS, SHAWNA	PV-163914	79.38
220199	EVANS, SHARON	PV-163915	27.00
220200	FALLMAN, MEGAN	PV-163916	138.24
220201	FINNSSON, JAMIE	PV-163917	31.32
220202	FISHER, CLARK	PV-163918	76.68
220203	FORD, DEON	PV-163919	106.38
220204	FREY, DEBORAH	PV-163920	111.78
220205	GARCIA, ELISEO	PV-163921	52.92
220206	GLASSEN, NINA	PV-163922	39.09
220207	GODFREY, NICOLE	PV-163923	54.57
220208	GOLDBECK, MELISSA	PV-163924	227.88
220209	GRAY, LISA	PV-163925	91.80
220210	GUTIERREZ, ANGELICA PATRICIA	PV-163926	7.56
220211	HAACK, KATHI	PV-163927	95.58
220212	HABEL-MORGAN, SHAUNA	PV-163928	43.74
220213	HALEY, BRIDGET	PV-163930	105.84
220214	HARDOS, BARBARA	PV-163931	124.20
220215	HARVEY, LAUREN	PV-163932	125.82
220216	HOWARD, ANDREA	PV-163933	184.14
220217	HUNKER, WILLIAM	PV-163934	126.90

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Warrant Number	Name of Payee	Reference Number	Amount
220218	KAROLYS, ANDREA	PV-163935	57.50
220219	KENNEY, VALERIE	PV-163936	53.94
220220	LINDROTH, RYAN	PV-163939	125.28
220221	MEDINA-SABAD, KRISTEN	PV-163940	78.84
220222	MURPHY, MARISSA	PV-163941	91.80
220223	NORRIS, MAUREEN	PV-163942	57.78
220224	PAI, FERRIS	PV-163943	48.06
220225	RALPH, JENNIFER	PV-163944	61.56
220226	RIDLEY, JEFF	PV-163945	25.92
220227	ROCHE, ANN	PV-163946	202.50
220228	RODRIGUEZ, MICHELLE	PV-163947	107.46
220229	SHUMATE, DAGMAR	PV-163948	222.48
220230	TA, HOLLY	PV-163949	41.90
220231	TABARI, LISA SEYEDI	PV-163950	183.60
220232	THORNBURG, QUIN	PV-163952	64.80
220233	TUNULI, JESSICA	PV-163951	112.86
220234	UNZUETA, GABRIELLE	PV-163953	51.84
220235	WENTZEL, KORY	PV-163954	126.90
220236	WOOLWINE, DEBRA	PV-163955	165.24
220237	YOTA, DENISE	PV-163956	37.26
220238	AMERICAN LOGISTICS COMPANY LLC	PO-350370	22,453.00
220239	DANA HILLS HIGH SCHOOL - ASB	PO-353934	250.00
220240	DEPARTMENT OF JUSTICE	PO-352139	5,180.00
220241	DON JUAN AVILA MS ASB	PO-354925	200.00
220242	SUNBURST DIGITAL INC	PO-354937	1,999.00
220243	APPLE COMPUTER INC	PO-354731	2,857.92
220244	BIOMETRICS4ALL INC	PO-350966	84.75
220245	BLAIRS TOWING INC	PO-350836	250.00
220246	BUSWEST	PO-350478	1,773.96
220247	CAMCOR INC	PO-353819	7.31
		PO-353983	2,091.11
		PO-354699	16.56
220248	COMPLETE OFFICE OF CA	PO-350111	26.86
220249	CORWIN PRESS INC	PO-354841	682.54
220250	CURRICULUM ASSOCIATES	PO-354872	48.37
220251	D&S MARKETING SYSTEMS	PO-354857	219.45
220252	DELL MARKETING L P	PO-354802	97.18
		PO-354807	196.79
220253	DEMCO	PO-354869	1,376.23
220254	DICK BLICK WEST	PO-353491	258.96
220255	DIGITAL NETWORKS GROUP	PO-354279	8,703.00
220256	FOLLETT SCHOOL SOLUTIONS INC	PO-354727	775.98
220257	GAIL MATERIALS	PO-354002	2,443.42
220258	GOPHER ATHLETIC/SPORTS	PO-354894	260.99
220259	HAAN CRAFTS	PO-351996	114.00

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Warrant Number	Name of Payee	Reference Number	Amount
220260	I INITIAL	PO-353708	1,351.40
220261	INSIGHT SYSTEMS EXCHANGE	PO-354724	453.62
220262	IPC (USA), INC.	PO-350384	11,772.46
220263	JOSTENS	PO-354304	2,141.86
220264	KAPLAN EARLY LEARNING CO.	PO-354827	50.86
220265	KELLY PAPER COMPANY	PO-350262	2,340.87
220266	DELL MARKETING L P	PO-354805	3,892.80
220267	IRON MOUNTAIN	PO-350234	209.61
220268	WINNER CHEVROLET INC.	PO-352006	500.00
220269	CARVEL CORPORATION	PO-350272	83,800.58
220270	CAPISTRANO UNIFIED SCHOOL DIST	PO-350267	81,469.06
220271	UNUM LIFE INSURANCE	PO-350268	12,249.58
220272	BEST BEST & KRIEGER LLP	PO-353253	4,025.49
220273	BUSINESS INTERPRISE	PO-351154	3,230.00
220274	CLARINDA ACADEMY	PO-354969	246.60
		PO-354971	228.08
220275	DISCOVERY RANCH FOR GIRLS	PO-354239	13,100.00
220276	NEW HAVEN YOUTH & FAMILY	PO-352376	11,735.54
220277	YELLOWSTONE BOYS & GIRLS RANCH	PO-355035	866.80
220278	BRAIN BUILDERS	PO-353437	12,060.00
220279	CATAPULT LEARNING WEST LLC	PO-353693	4,800.00
220280	COMPREHENSIVE COLLEGE PREP INC	PO-350830	100.00
220281	LCRA TRUST	PO-354330	4,418.75
220282	LEVERAGE LEARNING GROUP INC	PO-354970	5,400.00
220283	PAUL SANCHEZ INVESTIGATIONS	PO-346760	1,928.72
220284	PRIDESTAFF INC.	PO-354344	7,368.00
220285	TEACH-N-TUTOR INCORPORATED	PO-353430	224.58
220286	COX COMMUNICATIONS	PO-351894	22,117.42
		PO-353234	8,957.21
220287	MILLER MECHANICAL	PO-352287	2,548.00
220288	MIRACLE RECREATION EQUIPMENT	PO-351470	378.92
220289	MOBILE COMMUNICATION REPAIR	PO-354352	149.24
220290	PRINT & FINISHING SOLUTIONS	PO-354896	1,385.63
220291	PRO-ED INC.	PO-354275	264.00
220292	R J COOPER & ASSOC INC	PO-354759	89.52
220293	RIDDELL/ALL AMERICAN	PO-351014	8,150.04
220294	S&S WORLDWIDE INC	PO-354817	153.74
220295	SANTA MARGARITA FORD	PO-352641	877.16
220296	SCHOOL HEALTH CORPORATION	PO-354773	1,133.88
220297	SHRED-IT USA LLC	PO-350316	326.00
220298	SMARDAN SUPPLY COMPANY	PO-350131	3,279.50

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220299	SPARKLETTS	PO-350986	2.05
		PO-350987	17.53
		PO-350988	43.05
		PO-350990	14.35
		PO-351182	6.15
		PO-351801	15.94
		PO-351802	140.28
		PO-352773	16.04
		PO-353055	36.44
220300	STOTZ EQUIPMENT	PO-352080	585.77
		PO-354958	444.88
220301	TIFCO INDUSTRIES	PO-353236	128.95
220302	WARD'S	PO-353820	450.00
220303	WATERLINES TECHNOLOGIES INC	PO-351788	669.90
		PO-354056	8,100.44
		PO-354360	3,293.55
220304	SPARKLETTS	PO-350974	4.10
		PO-350975	13.89
		PO-350976	10.25
		PO-350978	2.05
		PO-350980	2.05
		PO-350982	2.05
		PO-350992	2.05
		PO-350993	4.10
220305	CERTIFIED TRANSPORTATION	PV-164024	2,332.86
220306	CVHS ASB	PV-164026	650.00
220307	HERITAGE MUSEUM OF OC	PO-354652	810.00
220308	HOT DOGGER TOURS INC.	PV-163967	4,301.33
		PV-163988	3,272.40
220309	INTERNATIONAL BACCALAUREATE	PO-355014	45,533.00
220310	JFK TRANSPORTATION CO INC	PV-164025	2,366.25
220311	CASALETTA, DOLLY	PV-163968	30.00
220312	GALUS, CATHERINE	PV-163969	130.00
220313	IRELAND, STEVEN H	PV-163970	20.86
220314	MCLAUGHLIN, GREGG	PV-163971	36.01
220315	MEHNER, TIFFANY	PV-163972	16.00
220316	MICHINOCK, SHERI	PV-163973	18.00
220317	MONTGOMERY, RICH	PV-163974	105.48
220318	MULLINS, JULIE	PV-163976	107.00
220319	PETERS, ISABELLA	PV-163977	18.00
220320	SHACKLEFORD, COREY	PV-163978	18.00
220321	SILESKEI, MICHELLE	PV-163979	18.00
220322	SLADEK, EILLEN	PV-163980	69.00
220323	STRAIN, JOHN/TRISHA	PV-163981	18.00
220324	TAYLOR, BRIGETTE	PV-163982	20.00

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Warrant Number	Name of Payee	Reference Number	Amount
220325	TYLER, HEIDI	PV-163983	203.48
220326	BRAUSA, MORGAN	PV-163984	355.00
220327	HILL, TERRY	PV-163985	650.00
220328	MERAZ, ISAAC	PV-163986	234.70
220329	PARK, MINJUNG	PV-163987	375.00
220330	ADAMSON, CORAL	PV-163989	160.38
220331	ANTONIUS, LYNDIA	PV-163990	57.24
220332	ARMENTA, AMBER	PV-163991	27.00
220333	ARNAUD, CHELSEA	PV-163992	196.56
220334	AVERA, STEPHANIE	PV-163993	108.00
220335	AVILA, THERESE	PV-163994	137.70
220336	AZZAZY, AMPARO	PV-163995	56.70
220337	BARTALUZZI, SAMUEL	PV-163996	27.00
220338	BENE, CHERI	PV-163997	69.66
220339	BIRKINSHAW, SANDY	PV-163999	362.34
220340	BLAND, LISA	PV-164000	69.66
220341	BOLLA, BRENDA	PV-164001	83.70
220342	BREITHAUP, TERESA	PV-164003	32.40
220343	BROWN, SUSAN	PV-164004	44.28
220344	BRUEN, KATHLENE	PV-164005	21.60
220345	BUCKMAN, JENNIFER	PV-164006	91.80
220346	BUNDY, JULIE	PV-164007	109.62
220347	CARDIN, PATTI	PV-164010	139.32
220348	CAUDILL, AMANDA	PV-164011	56.16
220349	COOPER, TERI	PV-164013	25.92
220350	CORCORAN, TRAVIS	PV-164012	123.12
220351	CRAPO, MARY	PV-164008	9.72
220352	CROSS, MINDY	PV-164014	187.92
220353	CURIEL, MICHELE	PV-164009	145.26
220354	CURLEY, JULIE	PV-164015	112.86
220355	DAVIS, ALLISON	PV-164016	25.92
220356	ENGELSON, EMILY	PV-164017	108.54
220357	ENRIQUEZ, MICHELLE L	PV-164018	137.70
220358	EXWORTHY, MARK	PV-164019	289.44
220359	FAGIOLI, ALYSON	PV-164020	70.74
220360	ASSOCIATION OF CALIFORNIA	PO-351332	1,312.00
220361	BARRETT-ROBINSON INC	PO-351243	498.97
220362	BATTERIES PLUS	PO-350604	46.39
220363	BEACH CITIES GLASS INC	PO-351227	1,298.72
220364	BSN SPORTS INC	PV-164002	188.69
220365	CAMCOR INC	PO-354603	240.22
220366	CAROLINA BIOLOGICAL SUPPLY CO	PO-354822	404.19
220367	CASBO	PO-351333	175.00

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Warrant Number	Name of Payee	Reference Number	Amount
220368	CDW GOVERNMENT	PO-354688	1,047.60
		PO-354735	1,714.28
		PO-354926	10,848.29
220369	CINTAS CORP #640	PO-351254	175.98
		PO-352637	55.89
		PO-354297	331.87
220370	CINTAS FIRST AID & SAFETY	PO-350393	253.03
220371	COMPLETE OFFICE OF CA	PO-350513	254.20-
		PO-353309	515.28
220372	DEBORAH L SARGENT	PO-354753	3,673.59
220373	DELL MARKETING L P	PO-354270	9,935.87
220374	DENAULT'S HARDWARE	PO-350133	19.44
220375	DICK BLICK WEST	PO-352869	7.13
220376	DUNN-EDWARDS CORP	PO-350724	218.93
220377	GANAHL LUMBER	PO-350077	50.44
		PO-354189	91.72
220378	GOPHER ATHLETIC/SPORTS	PO-354820	442.37
		PO-354842	458.87
220379	HD SUPPLY FACILITIES MAINTN	PO-353235	458.76
220380	INDEPENDENT LIVING AIDS LLC	PO-354929	104.15
220381	J W PEPPER & SON INC	PO-354323	136.58
220382	JOHNSTONE SUPPLY	PO-353779	4,564.98
461 Warrants			\$2,442,659.76

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

VENDOR	TITLE	BOARD APPROVAL DATE
A&R Wholesale Distributors, Inc.	Bid No. 1415-10 Frozen Food Products	7/23/2014
A&R Wholesale Distributors, Inc.	Bid No. 1415-06 Grocery, Snack and Beverage Products	6/25/2014 6/24/2015
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 (CMAS) Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
AMS.NET Inc.	Western State Contracting Alliance (WSCA) 7-08-70-13, CA Participating Addendum AR-233 Cisco Networking Communications and Maintenance	11/9/2010
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
AMS.NET Inc.	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance (WSCA) 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	California Multiple Award Schedule (CMAS) Contract No. 4-09-78-0048A - Advanced Polymer Playground Surface Rubberized Sport Surface,	9/12/2011
California Western Visuals	California Multiple Award Schedule (CMAS) Contract No. 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**

VENDOR	TITLE	BOARD APPROVAL DATE
CDW Government, LLC	Magnolia School District Bid No. MSIT3 - #1-23-2014 - Technology Equipment and Peripherals	12/9/2015
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 (WSCA) 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 (CMAS) 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

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

VENDOR	TITLE	BOARD APPROVAL DATE
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule (CMAS) Contract No. 3-94-70-0012, Purchase of Computer- Related Hardware, Software and Networking	7/21/2008
Dell Computer (Dell Marketing LP)	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance (WSCA) Contract No. MNWNC-108 awarded to Dell Marketing L.P., California Participating addendum, Computer Equipment, peripherals, and related	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 (CMAS) 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 (CMAS) Contract No. 4-14-58-0074A, for Non Information Technology Goods	9/23/2015
Digital Networks Group, Inc.	California Multiple Award Schedule (CMAS) Contract Numbers 3-14-58-0215D, 3-14-58-0215E, 3-14-58-0215F for Informtion Technology Goods &	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 (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Downtown Ford Sales	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Downtown Ford Sales	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans &	8/27/2014
Downtown Ford Sales	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
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 (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Elk Grove Auto Group	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Elk Grove Auto Group	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans &	8/27/2014
Elk Grove Auto Group	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Elk Grove Ford	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016

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

VENDOR	TITLE	BOARD APPROVAL DATE
Epic Machines, Inc.	(CMAS) Contract No. 3-14-70-3108A, 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 (CMAS) Contract No. 3-07-70-2382A, General Services Administration Schedule No. GS-35F-4545G, Information Technology Goods and Services	7/9/2014
Fagen Friedman & Fulfroost	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
First Student, Incorporated	RFP No. 1314-15, Co-Curricular Bus Service	12/11/2013
Florida Virtual School	RFP No. 4-1415, Online Curriculum for Virtual Schools - Grades 9-12 at California Preparatory Academy	3/25/2015
Follett	RFP No. 11.1314, Central Library, Textbook and Asset Management System	5/14/2014
Fred M. Boerner Motor Co.	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Freeway Toyota	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
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 6/24/2015
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 (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Hanford Toyota	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Hanford Toyota	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Hanford Toyota	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans &	8/27/2014
Harbottle	RFQ 1-1516 - Legal Services (General)	9/9/2015

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

VENDOR	TITLE	BOARD APPROVAL DATE
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
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 (CMAS) 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 (WSCA) 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 (CMAS) Contract No. 1-14-23-10, Fleet Vehicles -	8/27/2014
Livermore Ford	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans &	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
Neopost	Bid 1516-09 Newhart MS HVAC Replacement	10/14/2015
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
NKS Mechanical Contracting	CMAS AGREEMENT NO. ADSP011-00000411-4, MAILING EQUIPMENT - Neopost Incorporated	8/12/2015
Norton Rose Fulbright	RFQ 1-1516 - Legal Services (General)	9/9/2015

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

VENDOR	TITLE	BOARD APPROVAL DATE
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
Pacwest Air Filter	Palo Verde Unified School District Bid No. 111201, HVAC Filters and Installation	6/27/2012
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Pathway Communications, Limited	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
PC & MacExchange	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Q Fence and Fabrication, Incorporated	Bid No. 1516-05 Fence Repairs and Maintenance	6/10/2015
Quint & Thimling LLP	RFQ 1-1516 - Legal Services (General)	9/9/2015
Reliance Communications	RFQ 3-1314 Mass Notification System	8/14/2013
Riverview International	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Riverview International	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
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.	California Multiple Award Schedule (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

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

VENDOR	TITLE	BOARD APPROVAL DATE
Selma Nissan	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
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	1/27/2016
Silvercreek Industries, Inc.	Bid. 14/15-3 Chula Vista Elementary	2/24/2016
Simonson Photography, Incorporated	RFP No. 7-1314 Photography Services	6/11/2014
South Coast Photographic	RFP No. 7-1314 Photography Services	6/11/2014
South Orange County Community College District (Saddleback)	RFP No. 1-1314, After School Enrichment Activities and Camps Program Provider	4/24/2013
Southwest School Supply	Corona-Norco Unified School District Bid No. 2015/16-006 - JIT Classroom & Office Supplies	2/24/2016
Sparkletts	County of Orange Master Agreement No. MA-017-13011174, Bottled Water	7/24/2013
Stradling Yocca Carlson & Rauth	RFQ 1-1516 - Legal Services (General)	9/9/2015
Sumner Photography and Publishing, Inc	RFP No. 7-1314 Photography Services	7/9/2014
Swift Superstore	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Swift Superstore	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans &	8/27/2014
Swift Superstore	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Tel-Tec Security System	California Multiple Award Schedule (CMAS) Contract No. 4-11-84-0037A - Security Systems	9/12/2011
Transportation Charter Services, Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Troxell Communications, Inc	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Vending +Plus	RFP No. 4-1213, Snack & Beverage Vending Services	8/20/2012
Verizon Wireless	Western State Contracting Alliance (WSCA) 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 Service	9/26/2011
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
Winner Chevrolet	California Multiple Award Schedule Contract (CMAS) No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014

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

VENDOR	TITLE	BOARD APPROVAL DATE
Winner Chevrolet	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Winner Chevrolet	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans &	8/27/2014
Winner Chevrolet	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
WLC Architects, Inc.	RFQ No. 4-1314, Architectural Services	12/11/2013
Wondries Fleet Group	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Wondries Fleet Group	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Wondries Fleet Group	California Multiple Award Schedule (CMSA) Contract No. 1-14-23-23, Fleet Vehicles - Vans &	8/27/2104
Wondries Fleet Group	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Xerox Corporation	California Multiple Award Schedule (CMAS) Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox Products	6/15/2010
Zonar Systems, Inc.	RFP No. 1-1415, Global Positioning System	7/23/2014

112650 A & R WHOLESALE DISTRIBUTORS	1,922,664.11
001018 A Z BUS SALES INC	263,336.12
145322 AMS.NET INC	671,902.70
112173 ASCIP	1,931,576.00
058875 ATKINSON ANDELSON LOYA	416,586.79
049767 BENS ASPHALT	622,010.03
118161 CAPISTRANO CONNECTIONS ACADEMY	12,577,776.40
120141 CAPISTRANO UNIFIED SCHOOL DIST	2,546,094.55
151411 CAPISTRANO USD	280,013.53
106764 CDWG Inc	2,485,919.14
043026 CIGNA	390,880.31
146265 COMMUNITY ROOTS	2,534,189.40
122828 CORVEL ENTERPRISE COMP INC	1,610,989.65
112600 COX COMMUNICATIONS	269,902.93
024000 CULVER-NEWLIN	378,376.73
100058 CUSD	2,105,967.00
014126 CUSD-MELLO ROOS	578,777.00
105883 DAVE BANG ASSOCIATES	738,207.27
064188 DELL COMPUTER	563,501.07
143256 DSA	438,184.16
150706 EPIC MACHINES INC.	1,479,926.45
149926 G.A. DOMINGUEZ	481,765.07
059154 HERITAGE SCHOOLS INC	301,795.61
122820 HMC	1,025,518.55
130047 HOLLANDIA DAIRY INC.	300,816.40
041995 HOUGHTON MIFFLIN CO	1,774,277.38
148747 ILLUMINATE EDUCATION INC.	274,014.50
144880 IPC USA	355,952.96
105873 JOURNEY CHARTER SCHOOL	1,878,445.60
150699 KYA SURFACING LLC	419,011.78
144685 LETNER ROOFING CO	1,928,375.55
150703 MEBA C/O	33,413,294.07
061270 MOULTON NIGUEL WATER	275,225.87
021378 NEW HAVEN SCHOOL	356,651.25
152830 NKS MECHANICAL CONTRACTING INC	457,900.00
100369 OCEANVIEW SCHOOL	380,911.67

113144 OPPORTUNITY FOR LEARNING	771,512.06
066570 ORANGE COUNTY DEPT OF EDUC	3,510,483.56
146264 OXFORD ACADEMY	4,025,585.60
116957 PALI MOUNTAIN INSTITUTE	270,998.75
149848 PC & MACEXCHANGE	293,129.28
150715 PORT VIEW PREPARATORY SCHOOL	252,023.75
151890 R. JENSEN COMPANY INC.	320,174.00
078255 SAN DIEGO GAS & ELECTRIC	6,256,307.35
150282 SILVER CREEK INDUSTRIES INC.	434,204.00
084100 SO CA GAS CO	281,943.67
149669 SOUTH COAST ROP	2,498,090.92
122718 SOUTHERN CALIFORNIA EDISON	1,330,916.51
084770 SOUTHWEST SCHOOL SUPPLY	292,395.60
145062 STUTZ ARTIANO SHINOFF & HOLTZ	316,823.47
118382 US BANK	316,621.11
147868 US BANK	2,535,472.60
115841 US BANK NATIONAL ASSOCIATION	5,907,398.75
096332 WAXIE	347,268.87
151442 WINNER CHEVROLET INC.	647,616.47
099210 XEROX CORPORATION	1,965,737.79
104710 YMCA OF ORANGE COUNTY	313,176.13

**STUDENT TEACHER AGREEMENT
BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
LONGY SCHOOL OF MUSIC OF BARD COLLEGE**

THIS AGREEMENT entered this day **April 13, 2016** by and between **Longy School of Music of Bard College** (hereinafter referred to as the “University”) and the Capistrano Unified School District (hereinafter referred to as the “District”), both referred to in the collective as the Parties.

WITNESSETH

WHEREAS, the University is an accredited State Board of Education institution and desires to provide teaching experience to students enrolled in the University teacher training program.

WHEREAS, District agrees to permit University-approved students to obtain the requisite teaching experience by offering those students opportunities to teach classes at District schools.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

I. TERM AND DISCRETION

This Agreement shall become effective as of April 14, 2016 and shall continue in effect until June 23, 2016.

The District may, at its sole discretion, refuse to accept for student teaching any candidate assigned to student teaching in the District, and upon request of the District the University shall terminate the assignment of that student of the University to student teaching in the District.

II. TERMINATION

Either party may terminate this Agreement upon thirty (30) days’ written notice.

- A. In the event that the District terminates the Agreement, any student provided by University training at District schools when District provides written notice of termination may continue to train until the conclusion of the student’s current semester or quarter unless otherwise requested by the District pursuant to Article I.
- B. This Agreement may be terminated by either party should the other party fail to substantially perform in accordance with the terms of this agreement and such

failure continues for 30 days after notice thereof is delivered by the non-defaulting party.

III. COMPENSATION

- A. Neither party to this Agreement shall be obligated to pay any monetary compensation to the other except as set forth herein, and District shall have no obligation to pay monetary compensation or benefits to University's students.
- B. To help discharge costs associated with the placement of student teachers at District, University shall pay to District or directly to the supervising District teacher the sum of \$500 per each student teaching representative upon completion of the student's assignment at District's school, or at such other time as the parties mutually agree in writing. It is acknowledged by the District that in the event that the compensation is paid by the University to the District instead of directly to the supervising District teacher, the District shall pay that supervising teacher an amount equal to the sum received from the University.
- C. In the event of the termination of the Agreement in accordance with Article II, there shall be no reimbursement by District of compensation earned.

IV. UNIVERSITY RESPONSIBILITIES

- A. The University is responsible for ensuring that all students placed with the District are currently enrolled in a teaching credential program and have passed a criminal background check as set forth below in Article VIII.
- B. The University bears the responsibility for selecting and placing students with the District. Moreover, the University shall provide all selected candidates with teaching instruction (including but not limited to materials) prior to the student's introduction to schools within the Capistrano Unified School District.
- C. The University shall provide the proper training and orientation to ensure that selected students have the necessary skills prior to the teaching or field experience at District.
- D. The University is responsible for ensuring that all selected teaching candidates review applicable District policies governing possession or use of illegal drugs, weapons, or other contraband on campus. Further, the University must ensure that all teaching candidates review District policies governing appropriate contact with students.

V. INDEPENDENT UNIVERSITY STATUS

The Parties acknowledge, understand, and hereby agree that the University and all student teaching representatives, student aides, and other assistants provided by the University are not employees, officials, officers, or agents of the District. The University shall be solely responsible for the intentional or negligent acts and omissions of such student teaching representatives, aides, and other assistants provided by the University.

VI. INDEMNITY

University shall defend, indemnify, and hold harmless the District, its officers, employees, and agents from and against all liability, loss, and expense (including reasonable attorneys' fees) arising out of all claims for injury or damages related to the performance of its responsibilities under this agreement, including, but not limited to, all claimed or proven acts or omissions, whether negligent, intentional, or otherwise, committed by the student teaching representative. This shall also include the defense and indemnification of any active or passive negligence of the District, except for loss or damage arising from the sole negligence or willful misconduct of the District or its employees.

It is further understood and agreed that the University's duty to defend, indemnify, and hold the District harmless shall include, but not be limited to, any allegations of negligent background checks, hiring, retention, or supervision of the student teaching representative (or any other assistants provided by University) by any employee or agent of the District.

VIII. BACKGROUND CHECKS

Each teaching credential candidate enrolled at University must obtain at his, her, or University's expense a "Certificate of Clearance," which includes a completed Live Scan Service. All background checks must be sent to the California Department of Justice for review of prior criminal activity. If a background check reveals a prior criminal conviction, as identified in Exhibit A to this Agreement, the District has the discretion not to place the student teaching candidate at a school within the District or immediately removing the student candidate. The University is responsible for ensuring that each student teacher receives this Certificate prior to reporting to any school within the Capistrano Unified School District. The University is responsible for ensuring that the District has possession of the "Certificate of Clearance" prior to the student teacher candidate being placed at a District school.

IX. WAIVER

No waiver or breach of any term or provision shall be constructed to be a waiver of any other term or provision of this Agreement.

X. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, parties voluntarily consent that the proper venue of such suit or action shall be the location nearest to the District's address.

XI. SEVERABILITY

If any provision of this Agreement is held to be void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

XII. NOTICE

Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be served by personal service or registered mail. When served by registered mail, service shall be conclusively deemed effective (3) days after deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as herein provided:

- A. Notice to District shall be addressed and mailed as follows:

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Kirsten M. Vital, Superintendent

- B. Notice to University shall be addressed and mailed as follows:

Longy School of Music of Bard College
2701 Wilshire Blvd, Suite 100
Los Angeles, CA 90057
Attn: Elsje Kibler-Vermaas, Director Master of Arts in Teaching

XIII. AGREEMENT

- A. This Agreement FULLY supersedes any prior or contemporaneous oral or written proposals, statements, discussions, negotiations, or other agreements. The parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statements not expressly contained in this

Agreement. This Agreement may be modified, or any provision waived, only in writing signed by the parties.

- B. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or the District.
- C. Nothing in this agreement shall limit the right of the District to remove a student teacher from the classroom at any time.
- D. Both parties acknowledge that student teachers are not employees or agents of the District and students participating in any teacher credentialing program for the District are not authorized to represent themselves as employees or agents of the District.
- E. Any failure of a party to enforce a right under a provision of the Agreement shall not act as a waiver of said party's subsequent right to enforce any provisions contained herein.

Dated: _____

UNIVERSITY

Dated: _____

DISTRICT

EXHIBIT “A”
UNIVERSITY FINGERPRINTING REQUIREMENTS

UNIVERSITY CERTIFICATION

The University hereby certifies to the Capistrano Unified School District’s governing board that it has completed the criminal background check requirements of California Education Code Section 45125.1 and that none of its students that may come in contact with the District pupils have been convicted of a violent or other serious felony, including but not limited to, those listed in California Penal Code sections 667.5(c) and 1192.7(c) and Education Code sections 44010-44011.

UNIVERSITY Representative

Date

Premier Partners Scholarship Program - Agreement

This SCHOLARSHIP AGREEMENT (hereinafter "Agreement") is entered into by and between BRANDMAN UNIVERSITY, part of the Chapman University System (hereinafter "University") located at 16355 Laguna Canyon Drive, Irvine, CA 92618 and **CAPISTRANO UNIFIED SCHOOL DISTRICT** (hereinafter "Organization") located at **33122 Valle Road, San Juan Capistrano, CA 92675**.

Recitals

WHEREAS, the University offers educational programs which are accredited by the Western Association of Schools and Colleges (WASC). The University has established a Premier Partners Scholarship Program (the "Program") which is designed to support locally based organizations with their employee development efforts. The Program will provide scholarship support for students who are employed by these selected organizations for participation in the listed University campuses and sessions, as more fully defined below.

WHEREAS, the Organization wishes to participate in the University's Premier Partners Scholarship Program as part of its employee educational development efforts.

Agreements

In consideration of the foregoing recitals, the Parties mutually agree as follows:

1. The University will offer and fund **Premier Partners Scholarships** to the Organization for student enrollments in graduate and undergraduate degree programs at University (excluding School of Nursing & Health Profession degree programs, except for RN to BSN, and Competency Based Education programs) equivalent to the sums below. University courses listed on Addendum A, attached hereto and incorporated herein by reference, are priced per course, per separate schedule as further defined on that Addendum:
 - **Graduate Degree Scholarship = \$183 per 3.0 credit course**
 - **Undergraduate Degree Scholarship = \$150 per 3.0 credit course**
 - **RN to BSN Scholarship = \$50 per credit**
 - **Master of Arts in Educational Leadership and Administration, with Preliminary Administrative Services Credential (MAELA) Cohort = \$122 per credit**
 - **Premier Partner MBA Cohort = \$366 per 3.0 credit course**
 - **Summer 1 & Fall 1 2016 (Irvine, San Diego and Ontario Campuses only)**
 - **Doctorate of Education Scholarship (Fall 1 2016) = \$95 per credit**
 - **School of Extended Education = 10% scholarship on these open enrollment programs:**
 - a. Leadership Development
 - b. Business Certifications & Certificate Programs

c. Technology Training

The Program will provide scholarship support for those students who attend the University's on ground or fully online campuses solely for the 2015-2016 Academic Year:

- Summer I 2016 which begins on May 2, 2016
- Summer II 2016 which begins on June 27, 2016

The Scholarship award amount will remain fixed for the duration of the entire program, so long as the student does not miss more than two (2) consecutive sessions and remains in good academic and financial standing in accordance with the University's existing catalog. The University's tuition rates are subject to change.

2. Organization's employees may apply for Federal student loans the same as other students attending classes at the University. The Scholarship does not cover any additional costs, including books, Live Text, travel or incidentals. Tuition is due and payable by student prior to the start of each course. Upon request by University, Organization agrees to verify the employment status of the Organization's students. The Scholarship shall be acknowledged by all Organization employees who are currently enrolled with the University, during the Session immediately following this Agreement's effective date.
3. The following will constitute Organization's participation in the Premier Partners Scholarship Program:
 - a) Organization will have full access to and provide name and logo for University's Website to illustrate the existing relationship;
 - b) Organization will allow for University scholarship announcements in Organization's intranet, email, newsletters or other preferred internal communication mediums.
 - c) Organization may provide postings for job opportunities and internships on University's CareerLink;
 - d) Organization's name and logo is allowed for presentations given by University's Chancellor, both internally and publicly;
 - e) Organization's name and logo is allowed in University's online student, faculty and staff newsletters;
 - f) Organization's name and logo may be utilized semiannually for University's *US News and World Report* print advertisement in *Business Journal*, at no cost to Organization.

Any proposed marketing projects to be conducted by University related to the Premier Partners Scholarship Program involving the Organization will be approved or denied by the Organization within ten (10) business days. Organization's proposed use of University's name, logo, academic and scholarship programs will be approved or denied by the University within ten (10) business days.

4. Notices. Any notice required or permitted to be provided under this Agreement will be in writing and will be deemed duly given by certified or registered mail, or by a nationally

recognized overnight courier service, or by personal delivery, and directed to the address of such Party set forth below:

UNIVERSITY CONTACT INFORMATION	ORGANIZATION CONTACT INFORMATION
Brandman University 16355 Laguna Canyon Road Irvine, CA 92618 Attn: Phillip Doolittle Tel: 949-341-9832 Email: Pdoolitt@brandman.edu	Capistrano Unified School District 33122 Valle Rd. San Juan Capistrano, CA 92675 Attn: Tel: Email:

5. This Agreement becomes effective on the date both parties have signed the Agreement. Either party may terminate this Agreement at any time, for any reason, without penalty.
6. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein. Any modification to this Agreement must be in writing signed by all of the parties.
7. The undersigned individuals hereby represent that they are authorized to execute this Agreement on behalf of their respective organizations.

THIS AGREEMENT IS MADE EFFECTIVE ON THE DATE OF THE LAST SIGNATURE BELOW.

Agreed by Brandman University:

Signature: _____

Name: Phillip Doolittle

Title: Executive Vice Chancellor / CFO

Date: _____

Agreed by Capistrano Unified School District:

Signature: _____

Name: _____

Title: _____

Date: _____

Addendum A

The tuition cost specified for the following courses has been provided at a higher discount than the per course scholarship noted in this Agreement. Courses listed below may be taken as part of a degree program, part of the certificate or authorization noted, or individually. Courses may have certain prerequisites and/or other eligibility requirements.

Course	Title	Course Cost	Program
ECED 410	Engaging Interactions & Environments: Providing a Solid Foundation for Young Children's Development	\$525	Transitional Kindergarten; Early Childhood Education
EDUU 575	Intro to Autism Spectrum Disorders: Etiologies and Characteristics	\$525	Autism Certificate; Autism Authorization; Emphasis area within MASE
EDUU 675	Programming for Students with Autism Spectrum Disorder	\$525	Autism Certificate; Autism Authorization; Emphasis area within MASE
EDUU 676	Autism Spectrum Disorders: Assessment and Strategies for Success, I	\$525	Autism Certificate; Autism Authorization; Emphasis area within MASE
EDUU 677	Autism Spectrum Disorders: Assessment and Strategies for Success, II	\$525	Autism Certificate; Autism Authorization; Emphasis area within MASE
EDUU 570	Voice, Diversity, Equity and Social Justice	\$525	CTEL
EDUU 526	Theories in Language Structure and Acquisition	\$525	CTEL
EDUU 527	English Language and Literacy Development	\$525	CTEL
EDUU 528	Content-based Instruction and Assessment for Linguistic Minority Students: SDAIE	\$525	CTEL
SPNU 120	Spanish for Early Childhood Educators	\$525	Elective
EDUU 636	An Introduction to Applied Behavior Analysis	\$900	Applied Behavior Analysis Certificate; Emphasis area within MASE
EDUU 637	Applied Behavior Analysis: Procedures and Experimental Design	\$900	Applied Behavior Analysis Certificate; Emphasis area within MASE
EDUU 656	Applied Behavior Analysis: Basic Technologies of Behavior Change	\$900	Applied Behavior Analysis Certificate; Emphasis area within MASE
EDUU 657	Applied Behavior Analysis: Applications	\$900	Applied Behavior Analysis Certificate; Emphasis area within MASE
EDUU 658	Applied Behavior Analysis: Advanced Applications	\$900	Applied Behavior Analysis Certificate; Emphasis area within MASE

EDUU 659	Applied Behavior Analysis: Ethics	\$900	Applied Behavior Analysis Certificate; Emphasis area within MASE
EDUU 624	Foundations of 21 st Century Teaching	\$525	Teaching the 21 st Century Learner Certificate: Emphasis area within MAE
EDUU 625	Design and Assessment of 21 st Century Teaching	\$525	Teaching the 21 st Century Learner Certificate: Emphasis area within MAE
EDUU 628	Advanced Design and Assessment of 21 st Century Teaching	\$525	Teaching the 21 st Century Learner Certificate: Emphasis area within MAE
EDUU 629	Teaching the 21 st Century Learner Capstone	\$525	Teaching the 21 st Century Learner Certificate: Emphasis area within MAE
EDAU 710	Clear Mentoring of Candidates II	\$625	Clear Administrative Services Credential
EDAU 720	Clear Assessment of Candidates II	\$625	Clear Administrative Services Credential
FSNU 335	Science of Obesity	\$1,500	Gen Ed; Nutrition and Wellness Certificate
MATU 99	College Algebra	\$500	Gen Ed; prerequisite for Statistics
SPNU 100	Survival Spanish: Culture and Language	\$525	Gen Ed; Satisfies prerequisite for RN to BSN

BRANDMAN/CUSD PROFESSIONAL DEVELOPMENT UNIVERSITY PARTNERSHIP

Memorandum of Understanding

Brandman University and the Capistrano Unified School District (CUSD) have developed this joint Memorandum of Understanding (MOU) to provide guidelines to implement a comprehensive partnership to support and enhance the professional development opportunities for classified, certificated, and management employees.

The Brandman/CUSD Professional Development University Partnership addresses the District's Vision, Mission, and Wildly Important Goals (WIGs):

- **Teaching and Learning**

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

- **Communications**

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

- **Facilities**

Optimize facilities and learning environments for all students.

The University partnership encompasses the following agreements between Brandman University and CUSD:

1. CUSD Education Services and Brandman University will collaborate to develop a comprehensive School Site Leadership Academy. This Academy will be hosted by CUSD, and Brandman University will provide faculty expertise to facilitate up to 20 hours of professional development.
2. Brandman University masters and doctoral candidates may use the School Site Leadership Academy to conduct action research and collect data, pending CUSD Application to Conduct Educational Research review and approval.
3. CUSD Education Services will identify training and certification needs of its classified employees. Brandman University will identify faculty member(s) to support identified needs through ongoing workshop opportunities. Workshops and training designed for classified employees not to exceed 20 hours.
4. CUSD Education Services and Brandman University will collaborate to offer professional development opportunities to certificated staff aligned to CUSD Wildly Important Goals and

Instructional Focus. Brandman University will identify faculty members to facilitate professional development aligned to Education Services identified needs not to exceed 40 hours.

5. CUSD grant writers will collaborate with Brandman University grant writers to explore and obtain grants.
6. CUSD employees may participate in applicable professional development opportunities sponsored by Brandman University.

Kirsten M. Vital
Superintendent

Date: _____

President, CUSD Board of Trustees

Date: _____

Phil Doolittle, Executive Vice Chancellor for Finance and Administration
Brandman University

Date: _____

NONDISCRIMINATION

The Board of Trustees desires to provide a safe school environment that allows all students equal access and opportunities in the District's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying of any student based on the student's actual or perceived race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school. (Education Code 234.1)

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

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6164.6 - Identification and Education Under Section 504)

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, includes physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also shall include the creation of a hostile environment when the prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who files or otherwise participates in the filing or investigation of a complaint or report regarding an incident of discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the District's nondiscrimination policy and related complaint

NONDISCRIMINATION (continued)

procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the District's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the educational program. He/she shall report his/her findings and recommendations to the Board after each review.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion for behavior that is severe or pervasive as defined in Education Code 48900.4. School personnel must take immediate steps to intervene when safe to do so upon witnessing an act of discrimination, harassment, intimidation, or bullying. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

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

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 5145.2 - Freedom of Speech/Expression)

*Legal Reference:**EDUCATION CODE*

200-262.4 Prohibition of discrimination

48900.3 Suspension or expulsion for act of hate violence

48900.4 Suspension or expulsion for threats or harassment

48904 Liability of parent/guardian for willful student misconduct

48907 Student exercise of free expression

48950 Freedom of speech

48985 Translation of notices

49020-49023 Athletic programs

51500 Prohibited instruction or activity

51501 Prohibited means of instruction

60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

NONDISCRIMINATION (continued)

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

432 Student record

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Policy

adopted: August 18, 1997

revised: December 6, 1999

revised: December 9, 2015

revised: March 9, 2016

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Service Activity List Board of Trustees Regular Meeting of April 13, 2016
Classified Employees

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
1. Monroy, Edwin	IF-Sp Ed (9.5mo/17.5hpw)	\$15.09 hr	R22-1	03/23/2016
2. Weiss, Monique	LVN (9.5mo/25hpw)	\$20.37 hr	R30-3	04/11/2016

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
3. Binder, Rachel	Student Supvr	\$10.00 hr		03/18/2016

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
4. Hammer III, Joseph	Swimming, Boys' Varsity (Asst)	Aliso Niguel HS	\$ 2,693.00	02/27/2016- 05/01/2016

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
5. Dodge, Randy	Soccer, Girls' (Head)	Aliso Niguel HS	\$ 336.70	02/13/2016- 02/13/2016
6. Harberts, Cassie	Basketball, Girls' (Asst)	Aliso Niguel HS	\$ 314.20	02/13/2016- 02/13/2016
7. Sundin, Lindsey	Basketball, Girls' (Head)	Aliso Niguel HS	\$ 359.10	02/13/2016- 02/13/2016
8. Hammer III, Joseph	Water Polo, Boys' (Asst)	Aliso Niguel HS	\$ 2,500.00	11/30/2015- 02/19/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Service Activity List Board of Trustees Regular Meeting of April 13, 2016
Classified Employees

APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Position</u>	<u>Range Step</u>	<u>Effective Date</u>
9. Roman Jr, Rafael	Custodian II (12mo/40hpw)	Maintenance Locksmith (12mo/40hpw)	R30-20	03/21/2016

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Date</u>
10. St. John, Michelle	FS Elem Cashier	Expired Paid Leave	03/01/2016- 06/09/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of April 13, 2016
Certificated Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Henry, Judith	Teacher	Retirement	09/01/1995	06/10/2016

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
2. Nolan, Catherine	Teacher	STAP II	03/09/2016

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
3. Cox, Ryan	Swimming, Girls' (Head)	Aliso Niguel HS	\$ 3,367.00	02/27/2016- 05/01/2016
4. Hanson, Craig	Baseball, Boys' (Head)	Aliso Niguel HS	\$ 3,591.00	02/27/2016- 05/01/2016
5. Kokx, Aaron	Baseball, Varsity (Asst)	Aliso Niguel HS	\$ 3,142.00	02/27/2016- 05/01/2016
6. Middlebrook, Stacy	Track, Girls' (Head)	Aliso Niguel HS	\$ 3,591.00	02/27/2016- 05/01/2016
7. Mosconi, Victor	Volleyball, Varsity (Asst)	Aliso Niguel HS	\$ 2,693.00	02/27/2016- 05/01/2016
8. Puffer, Jon	Swimming, Boys' (Head)	Aliso Niguel HS	\$ 3,367.00	02/27/2016- 05/01/2016
9. Walsh, John	Track, Girls' Varsity (Asst)	Aliso Niguel HS	\$ 2,693.00	02/27/2016- 05/01/2016
10. Werner, Danny	Track, Boys' (Head)	Aliso Niguel HS	\$ 3,591.00	02/27/2016- 05/01/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of April 13, 2016
Certificated Employees

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
11. Pierce, Carrie	Water Polo, Girls' (Head)	Dana Hills HS	\$ 336.70	02/15/2016- 02/20/2016

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
12. Hultman, Jason	Golf, Boys' Freshman (Asst)	San Juan Hills HS	\$ 1,000.00	02/15/2016- 05/06/2016
13. Conley, Chris	Lacrosse, Girls' JV (Head)	Aliso Niguel HS	\$ 3,000.00	02/01/2016- 05/01/2016

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
14. Beutin, Erin	Childcare	08/09/2016- 01/09/2017

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:

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

ABSENT: Lynn Hatton-Hodson

The Pledge of Allegiance was led by Superintendent Kirsten Vital.

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

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:

**Superintendent'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,

Student Expulsion 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 Item 1

It was moved by Trustee Reardon, seconded by Trustee McNicholas 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.

Reorganization of the Board Agenda Item 2

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**.

Reorganization of the Board Agenda Item 3

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

Winter Music Program

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 Aguilera, 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; 40th 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.

**Oral
Communications**

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.

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).

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

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
Ladera Ranch Civic Council: 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 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 Alpay indicated Resolution No. 1516-29 is in conflict with Board Policy 9010, *Public Statements* and Education Code § 35010; however, Board Policy 9311, *Board Policies*, provides an solution to this conflict; also review Board Policies 9003, 9200, and 9311, with that review and upon reaffirmation of stated policies, Trustee Alpay motions to continue Agenda Item 5, indefinitely.

It was moved by Trustee Alpay, 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.

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

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.

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

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

**Boundary
Adjustments Crown
Valley
Agenda Item 7**

**Community
Committee Report
Agenda 8A**

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.

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

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

Trustee Jones reviewed the Consensus Report and appreciated the recommendations of the Community Committee.

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

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

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

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

The following speakers addressed the Board:

- *Joe Weatherbee, a patent attorney from San Clemente, shared his professional experience and urged the Board to support the petition.*
- *Michael Yadlowsky, a board member of OCASA, supports the mixed-age classes of math and science.*
- *Stacey Conctanton, one of the founding members of OCASA, stated the importance of mixed-aged grouping.*
- *Susie Scott, on behalf of Susan Moss, Executive Director of Charters OC,*

- stated OCASA is a much needed addition to the Charter schools.*
- *Kristine Darroch, a Mission Viejo resident and founding member of OCASA, stated the interim OCASA website is informational only.*
 - *Randy Fish, a founding member of OCASA, supports the Charter school as it provides an alternative learning style.*
 - *Sophie Leguillette, founding member of OCASA, believes children should have a choice in their public education.*
 - *Dr. Jennifer Reiter-Cook, Director of School Development, stated she worked closely with Kapil Mathur and supports the petition.*
 - *Barbara Barnes, a retired school educator, stated she has experience with this charter model and stated it is highly successful.*
 - *Michelle Ploessel-Campbell, a citizen, discussed her concerns regarding the needs of the special education students.*
 - *Michelle Lopez, Attorney for OCASA, stated the petition meets all legal requirements. Alleged the District failed to provide facts for denial of the petition.*
 - *Jaclyn Gerken, teacher, speaking on behalf of OCASA, stated hands-on learning facilitates an ideal learning environment for common core.*

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

Attorney Mark Bresee 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.

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.

**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

Extend Board

6-0-1 vote to extend the Board meeting ending time from 11:00 p.m. to 12:00 a.m.

**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. Susan Holliday 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 future meeting as a subsequent action if needed.

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

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

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

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

The following speakers addressed the Board:

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

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

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

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

President Hanacek moved forward Item 30 from the Consent Calendar.

**Internship CSU San
Marcos
Agenda Item 30**

The following speaker addressed the Board:

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

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

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

President Hanacek moved forward Item 38 from the Consent Calendar.

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

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

The following speaker addressed the Board:

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

Trustee Alpay 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.

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

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.

**WIGS
Agenda 11**

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

Trustee Pritchard recused himself.

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

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
ABSENT: Trustees Hatton-Hodson and Alpay
ABSTAIN: Trustee Pritchard

President Hanacek introduced Superintendent Vital to introduce this item. Superintendent Vital stated Items 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 McNicholas 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 Board Policy 2210, and noted a typographical error of the word “designated” vs “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
Medication
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 Alpay and Hatton-Hodson

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

**Board Policy 5111.1
District Residency
Agenda Item 21**

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

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

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

**Board Policy 5118
Interdistrict Attendance Agreements
Agenda Item 22**

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

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

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

**Board Policies 1312.1; 1312.2; 1312.3 Uniform Complaint Procedures
Agenda Item 23**

It was moved by Trustee McNicholas, seconded by Trustee Jones and motion carried by a 5-0-2 vote to approve Board Policies 1312.1, *Complaint Procedures*; 1312.2, *Complaints Concerning Instructional Materials*; and 1312.3, *Uniform Complaint Procedures*.

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

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

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

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

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

President Hanacek introduced Dr. Susan Holliday. Dr. 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.

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:

Approval of the minutes of the October 28, 2015, Regular Board meeting.

Approval of the minutes of the November 9, 2015, Special Board meeting.

Approval of the School Board Meeting Schedule for July through December, 2016.

Approval of Conflict of Interest Code Amendment.

Approval of Internship Contract Agreement with California State University San Marcos.

Approval of Amendment to Agreement No. 41780 for Quality Rating and Improvement System of Early Education Programs with the Orange County Superintendent of Schools.

Approval of Memorandum of Understanding (MOU) with Saddleback College to formalize the transition of the Adult Education Program to Saddleback College for the 2016-2017 school year and beyond.

Approval of the Memorandum of Understanding (MOU) for the October 1, 2015 – June 30, 2016 membership into the Systems Leadership Collaborative.

Approval of purchase orders and commercial warrants.

Approval of donations of funds and equipment.

Approval of the District standardized Independent Contractor, Professional Services, Master Contract, and Field Service Agreements.

Approval of the Award of Bid No. 1516-14, Co-Curricular Bus Service.

Approval to Convey an Easement to the City of San Clemente

Consent Calendar

Minutes

Agenda Item 26

Minutes

Agenda Item 27

School Board Meeting Schedule

Agenda Item 28

Conflict of Interest Code Amendment

Agenda Item 29

Agreement CSUSM Agenda Item 30

Amendment to Agreement No. 41780

Agenda Item 31 MOU Saddleback College Adult Ed Transition

Agenda Item 32

MOU Systems

Leadership

Agenda Item 33

Purchase Orders/Warrants

Agenda Item 34

Donations

Agenda Item 35

Independent

Contractor

Agreements

Agenda Item 36

Award Bid Bus Services

Agenda Item 37

Resolution 1516-23

Convey Easement

Agenda Item 38

Approval of Resolution No. 1516-26, Resolution of the Board of Trustees of the Capistrano Unified School District Authorizing an Agreement to Exchange Certain Easement Interests Relative to the Aliso Viejo Transportation North Yard	Resolution 1516-26 Aliso Viejo Transportation North Yard Agenda Item 39
Approval of the Notice of Cancellation of Special Tax Lien for Community Facilities District (CFD) No. 88-1.	Cancellation of Special Tax Lien Agenda Item 40
Approval of the Notice of Cancellation of Special Tax Lien for Community Facilities District (CFD) No. 94-1.	Cancellation of Special Tax Lien Agenda Item 41
Approval of the Joint Community Facilities Agreement between the District, County of Orange, and Rancho Mission Viejo PA2 Development, LLC for Esencia K-8 School.	JCFA Esencia Agenda Item 42
Approval of the ratification of the execution of the Aliso Viejo Community Association Limited Use and Maintenance Agreement (LUMA) for Fall 2015.	LUMA Aliso Viejo Agenda Item 43
Approval of the execution of the Aliso Viejo Community Association Limited Use and Maintenance Agreement (LUMA) for Winter 2016.	LUMA Aliso Viejo Agenda Item 44
Approval of Resolution No. 1516-28 authorizing the Annual and Five-Year Reportable Fees Reports for Fiscal Year 2014-2015.	Resolution 1516-28 Five Year Reportable Fees Agenda Item 45
Approval of the Esencia K-8 School, Educational Specification Plan per the California Code of Regulations.	Esencia Education Plan Agenda Item 46
Approval of the Event Contract agreement with Irvine Ranch Outdoor Education Center to provide a string orchestra overnight trip.	Agreement Irvine Ranch Outdoor Education Center Agenda Item 47
Approval to advertise Bid No. 1516-18 for exterior painting of Viejo Elementary School.	Advertise Bid Painting Viejo Elementary Agenda Item 48
Approval to advertise Bid No. 1516-17 for exterior painting of Wood Canyon Elementary School.	Advertise Bid Painting Wood Canyon Agenda Item 49
Approval to utilize Magnolia School District Bid No. MSIT3, #I-23-2014/15 Technology Equipment and Peripherals for the purchase of technology equipment and related products from CDW Government LLC.	Bid CDW Agenda Item 50
Approval to advertise Request for Proposals (RFP) No. 5-1516 to provide energy audit services to capitalize on the available funding provided by Proposition 39 (Prop 39) - California Clean Energy Jobs Act.	RFP No. 5-1516 Energy Audit Agenda Item 51

Approval of Ladera Ranch Middle School Relocatable Classrooms and Restroom;
 Approval of the Agreement for Architectural and Related Services.

**Advertise Bid
 Ladera Ranch
 Middle School
 Agenda Item 52
 Agreement Tijeras
 Creek Roof
 Replacement and
 Painting**

Approval of Tijeras Creek Elementary School Roof Replacement and Exterior
 Painting Project.

**Agenda Item 53
 RFP No. 4-1516
 Business System
 Software**

Approval to advertise Request for Proposals (RFP) No. 4-1516 to provide a
 comprehensive fully integrated business systems software solution for the District.

**Agenda Item 54
 Settlement
 Agreement**

Approval of the ratification of special education Settlement Agreement Case
 #2015071204.

**Agenda Item 55
 Rejection
 Government Claim:
 No. LBI 1501648
 MH**

Government claim filed against the District by Michele Elizabeth St. John.

**Agenda Item 56
 Resignations/
 Retirements/
 Employment
 (Classified
 Personnel)**

Resignations, retirements, and employment of classified personnel.

**Agenda Item 57
 Resignations/
 Retirements/
 Employment
 (Certificated
 Personnel)
 Agenda Item 58**

Resignations, retirements, and employment of certificated personnel.

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.

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
JANUARY 27, 2016
EDUCATION CENTER – BOARD ROOM

President Hanacek called the meeting to order at 5:30 p.m.

Call to Order

President Hanacek announced all speakers will be heard on Closed Session Items 3C.

**Public Comments
on Closed Session**

The following speakers addressed the Board:

- *Adele, requested full site of Crown Valley for the Community Roots Charter School.*
- *Greg Mosser, legal counsel for Community Roots, requested full site and control of the Crown Valley campus.*

**Adjourn to
Closed Session**

At 5:07 p.m. the Board recessed to closed session to discuss: Conference with Legal Counsel – Anticipated Litigation; Student Expulsion Stipulation Agreement; Conference with Real Property Negotiators; Public Employee Appointment; 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 President Amy Hanacek at 7:05 p.m.

ROLL CALL:

PRESENT: Trustee Alpay, Hanacek, Jones, McNicholas,
Pritchard, Reardon and Student Advisor, Elizabeth Sorensen

ABSENT: Lynn Hatton-Hodson

The Pledge of Allegiance was led by, Meg Ervais, Principal of Junipero Serra High School.

**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

**Permanent
Record**

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

**Adoption of the
Board Agenda**

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

President Hanacek reported the following action taken during closed session:

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

Agenda Item 3 A – Conference with Legal Counsel:

Trustees gave direction to staff.

Agenda Item 3 B – Student Expulsions:

The Board voted 6-0-1.

Agenda Item 3 C1 and Item 3 C2 – Conference with Real Property Negotiators:

The Board gave direction to Staff.

Agenda Item 3 D – Public Employee Employment/Appointment:

The Board voted 5-0-2 (with Trustees Alpay and Hatton-Hodson absent) to Appoint Dr. Susan Holliday Assistant Superintendent, Education Services.

Agenda Item 3 E – Public Employee Discipline/Dismissal Release:

The Board voted 6-0-1 (with Trustees Hatton-Hodson absent).

Agenda Item 3 F – Conference with Labor Negotiators.

The Board will reconvene to Closed Session after the Regular Session Meeting is complete.

Associated Student Body Report – Junipero Serra High School:

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

**Special
Recognitions**

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

Extra Milers:

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

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

Learning in Capo Spotlight:

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

Ms. Romo presented a power point presentation outlining the Health and Medical Occupational Academy at Dana Hills High School. Their partnership with Kaiser Permanente and South Coast ROP provides students in CTE courses and reports 87%

of graduates are working in the medical field 6 months after graduation. The program provides academic and career integration with an innovative educational experience and supports *WIG 1*. They are adding several new courses and are including new pathway courses after school. Ms. Romo named the dedicated teachers and their accomplishments. She also shared a video of students.

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

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

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

Ms. Romo thanked the Board for the wonderful program.

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

**Board and
Superintendent
Comments**

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

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

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

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

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

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

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

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

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

**Oral
Communications**

The following speakers addressed the Board:

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

PUBLIC HEARING

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

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

DISCUSSION/ACTION ITEMS

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

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

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

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

The following speakers addressed the Board:

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

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

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

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

“if space permits” Asked for full time District representative that has knowledge of the immersion program.

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

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

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

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

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

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

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

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

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

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

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

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

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

Trustee McNicholas wants to provide students more choices; suggests a matrix for options and remove feeder patterns. Superintendent Vital wants to run the budget for classes in the twenties.

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

Superintendent Vital asked the Board to pass this policy at the next Board Meeting February 10.

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

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

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

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

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

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

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

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

The following speaker addressed the Board.

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

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

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

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

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

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

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

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

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

President Hanacek suggested moving Agenda Item 8 after Agenda Item 6.

It was moved by Trustee McNicholas, seconded by Trustee Pritchard, and motion carried by a 6-0-1 vote to move Agenda Item 8 before Agenda Item 7.

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

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

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

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

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

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

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

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

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

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

Trustee Jones left the Board meeting at 10:29.

President Hanacek recognized Mr. Hampton to present information on this item and answer any questions Trustees may have. Mr. Hampton reported a power point presentation (technical difficulty prevented presentation), regarding the Governor’s target and proposal of additional funds to schools. He cautioned to be careful making decisions prematurely. This was an information item only and no Board action was necessary.

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

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

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

A correction was noted in section 2.2, last part of first paragraph, should say December 31, 2016 not 2015.

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

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

ROLL CALL:

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

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

**Board Policies
4111; 4211; 4311;
Recruitment,
Selection and
Appointment
Agenda Item 10**

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

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

**Items Pulled from
the Consent
Calendar**

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

CONSENT CALENDAR

It was moved by Trustee McNicholas, seconded by Trustee Reardon, and motion carried by a 5-0-2 vote to approve the Consent Calendar, with the removal of item 21, and move the balance of calendar items.

Trustee Alpay asked for background on Item 21 (regarding Frederic Woocher). He questioned why the District is paying double the hourly rate for an attorney in Los Angeles and stated the attorney-client contract is inconsistent with Board Policy. He stated if a conflict of interest exists, he does not support retaining Mr. Woocher's services.

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

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

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

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

It was motioned by Trustee Alpay, seconded by Trustee Reardon to move Item 21 with the exclusion of the contract starting on page 3, motion carried by a 5-0-2 vote to move Item 21 with the exclusion of the contract.

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

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

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

**Adjournment to
Close Session**

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

President Hanacek reported the following action taken during closed session:

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

Agenda Item 3 F – Conference with Labor Negotiators.

Trustees gave direction to staff.

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

Adjournment

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

President Hanacek announced the meeting adjourned at 11:55 p.m.

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
FEBRUARY 10, 2016
EDUCATION CENTER – BOARD ROOM

President Hanacek called the meeting to order at 5:36 p.m.

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

At 5:37 p.m. the Board recessed to closed session to discuss: Conference with Legal Counsel - Anticipated Litigation; Public Employee Employment/Appointment; and conference with Labor Negotiators.

The regular meeting of the Board reconvened to open session and was called to order by President Hanacek at 7:04 p.m.

ROLL CALL:

Present: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon and Student Advisor Sorensen

Absent: Trustees Alpay

The Pledge of Allegiance was led by Board President Hanacek.

**Pledge of
Allegiance
Permanent
Record**

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

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

**Adoption of the
Board Agenda**

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

Trustee Alpay arrived at 7:06 p.m.

President Hanacek reported the following action taken during closed session:

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

Agenda Item #3A – Conference with Legal Counsel – Anticipated Litigation

Case #1 The Board gave direction to staff.

Case #2 The Board gave direction to staff.

Case #3 The Board took action to approve the settlement agreement with Brent Melbon approving a payment in the amount of \$47,499 in return for a general release of all claims.

Agenda Item #3B – Public Employee Employment/Appointment

The Board voted 7-0 to approve the Administrative Appointment, Gordon Amerson, Assistant Superintendent, Human Resource Services.

Agenda Item #3C – Conference with Labor Negotiators

The Board gave direction to staff.

Associated Student Body Report – Tesoro High School:

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

**Special
Recognitions**

Student Advisor, Ms. Elizabeth Sorensen recognized Tony Tacheny, student body president at Tesoro High School. Mr. Tacheny discussed the activities at Tesoro High School, including current sporting events, student involvement in clubs, the achievements of the music department and recognized Keith Hancock, Tesoro High School's choral music director, as a top 10 teacher in the country.

Extra Milers:

Michelle Hart, Foundation Executive Director, CUSD Foundation

Ryan Burris announced Michelle Hart, Executive Director of the Capistrano Unified School District Foundation (CUSDF). He thanked her for her contributions and partnership with the District. He stated the mission of CUSDF is to raise money to enhance the quality of education for every student in the District.

Superintendent Vital welcomed CUEA representatives. She congratulated Mr. Amerson, the new Assistant Superintendent of Human Resources. She also announced: school visits to Arroyo Vista and San Clemente High School; new refillable water stations at Capistrano Valley High School and stated students at San Clemente High School are working on a plan to bring refillable water stations to San Clemente. Superintendent Vital announced her attendance at the Saddleback College 2016 South Economic Report and visited the principal at San Clemente High School to get an update on their current language immersion program.

**Board and
Superintendent
Comments**

The following speakers addressed the Board:

**Oral
Communications**

- *Sally White, represented the family of San Juan Hills High School. She spoke on behalf of the teachers and asked the Board to listen to their concerns.*
- *Tim Sampson, discussed his concerns for teacher's salaries and stated neighboring districts pay more, have better healthcare, better facilities and offer a stable environment.*
- *Charlie Briggs, teacher of 17 years, San Juan Hills High School, discussed the work ethic and passion of teachers. He asked for a quick and generous settlement for teachers.*
- *Danielle Serio, teacher, discussed her excitement to work for the District, the meaningful relationships with her students and to remember teachers like her who play an important and significant role in student's lives.*
- *Dawn Urbanek, discussed common core state facts, including the requirements for physical education. She stated concerns with children passing their SATs.*
- *Michelle Ploessel-Campbell, invited the Board to attend a musical performance at Crown Valley Elementary..*

DISCUSSION/ACTION ITEMS

President Hanacek recognized Dr. Susan Holliday who stated the main goals of the policy including the admissions of new students, the development of matriculation pathways, the grandfather clause and to ensure the program is a priority.

**Third Reading –
Revisions To
Board Policy
5111.5, Language
Immersion And
International
248 of 379**

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.

**Baccalaureate
Admissions:
Agenda Item 1**

After discussion amongst Trustees, it was moved by Trustee Jones, seconded by Trustee Alpay and motion carried by a 7-0 vote to waive Board Policy, Bylaw of the Board § 9323(b), *Meeting Conduct*, and allow each speaker to address the Board.

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

The following speakers addressed the Board:

- *Jenn Callirgos, PTA president, spoke regarding the Mandarin Immersion Program and expressed concerns of parents who are apprehensive of the Board losing focus of students becoming bilingual.*
- *Jennifer Pang, stated Newhart Middle School is a better choice regarding Mandarin Immersion and stated Carl Hankey Middle School doesn't provide the same options. She suggested the Board hire a coordinator if both Mandarin and Spanish Immersion programs are going to be offered at the same school.*
- *Nadine Bernal, parent, stated her frustrations regarding programs available at San Clemente High School.*
- *Ami Barrett, stated concerns regarding the program being split with physical education, with only 50% dedicated to the Mandarin Immersion learning. She recommends Newhart Middle School with matriculation to Capistrano Valley High School.*
- *Shauna Hutchinson, expressed her appreciation for the Board and the language immersion program. She recommends a dedicated person to support language immersion.*
- *Scott Howell, parent, discussed the grandfather clause and asked the Board to pass the policy as-is. He supports a coordinator for the language immersion program.*
- *Michelle Lee, parent, requested Newhart Middle School to be the middle school for immersion. She is disappointed with the 50% Mandarin Immersion Program at Carl Hankey Elementary School.*
- *Katie Nichol, parent, discussed the survey for the feeder middle school for Mandarin Immersion and suggested one survey is not sufficient to determine the needs of the program.*
- *Susanne Dachgruber, requested more time to make a decision regarding the designated middle school for the Mandarin Immersion Program to address misconceptions of the survey.*

Trustee Jones asked questions regarding the International Baccalaureate program and stated concerns for student capacity at Marian Bergeson Elementary School (MBES). She requested to strike the last sentence on page 6 of the Policy.

Trustee McNicholas asked how many Mandarin Immersion students would continue in the program; Dr. Holliday stated a survey would be necessary to determine continued enrollment. Dr. Holliday also discussed the challenge of fitting in all of the requirements for the International Baccalaureate (IB) program at Carl Hankey Middle School.

Trustee Reardon stated Carl Hankey is an all-student IB school K-8. He stated students cannot take a language immersion program at an IB School. Dr. Holliday stated Newhart Middle School would be a good fit to offer both Mandarin and Spanish language immersion programs. Trustee Reardon ask how we can put 2 immersion programs at Newhart.

Superintendent Vital stated a larger middle school will allow for a better master schedule and allow flexibility for both language immersion programs. She stated principal Jeff Jones supports the program coming to Newhart.

Trustee Hatton-Hodson stated principal Jeff Jones would be an excellent principal to lead the programs at Newhart.

Trustee Hanacek commented that MIP (Mandarin Immersion Program) parents need additional information and direction regarding their choices. She requested that a decision on Viejo be made tonight.

Trustee Alpay expressed concerns for both programs and stated there is no perfect answer. He questioned page 6 of the Policy as well and ask for the feeder pattern to be set for High School.

Trustees gave direction to staff to designate the feeder pattern for Viejo Elementary to be Newhart Middle School.

It was moved by Trustee Reardon, seconded by Trustee Jones and motion carried by a 7-0 vote to bifurcate the Mandarin Immersion Program to be continued and approve the remainder of the Board Policy 5111.5, *Language Immersion and International Baccalaureate Admissions*, as amended, including Capistrano Valley as an IB High School, and Viejo to Newhart as the feeder pattern.

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

President Hanacek recognized Mr. Mark Miller, who recognized Veronica Hoggatt, CUSD Special Education Community Advisory Committee Chair. Ms. Hoggatt presented a power point presentation regarding the CAC and their focus to provide a bridge between general education and special education.

The CAC offers parent education and support to the District. Trustee Hanacek and Trustee Jones thanked Ms. Hoggatt for her work.

**Special Education
Community
Advisory
Committee
Annual Report:
Agenda Item 2**

Trustee Reardon left the meeting at 8:47 p.m.

President Hanacek recognized Mr. John Roach who highlighted the main points of the policy. He stated several options were reviewed and the numbers were not able to stay below the cap. He recommended Option 3, for a substitute daily rate of \$105 for the first thirty days, with a long-term rate of \$150 beginning on day thirty-one.

**Second Reading -
Approval of
Substitute Daily
Rate of Pay
Increase:
Agenda Item 3**

The following speakers addressed the Board:

- *Michelle Ploessel-Campbell, stated a daily rate of \$105 is still lower than all of the neighboring districts. She asked the Board to be competitive to ensure good substitute teachers. She also suggested the long-term rate begin at day 11.*

It was moved by Trustee Pritchard, seconded by Trustee Jones and by a 6-0-1 vote, motion carried to approve Option 3 of the Substitute Daily Rate of Pay Increase.

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

President Hanacek recognized Mr. John Roach who reported on this item. He stated the Policy was revised since the last Board meeting and staff recommends approval.

**Second Reading –
Board Policies
4111; 4211; 4311;
Recruitment,
Selection And
Appointment:
Agenda Item 4**

The following speaker addressed the Board:

- *Michelle Ploessel-Campbell, stated she supports the Board policies 4111, 4211 and 4311.*

Trustee McNicholas asked for clarification regarding the Policies. The three policies represent each of the three classifications of employment, Classified, Certificated and CUMA.

It was moved by Trustee McNicholas, seconded by Trustee Hatton-Hodson and by a 6-0-1 vote, motion carried to approve Board Policies 4111; 4211; 4311; *Recruitment, Selection And Appointment*:

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

President Hanacek recognized Superintendent Kirsten Vital to present this item. She stated the need for revising Board policies over the next eighteen months and the commitment involved for the nominated Trustees. The Board would be kept apprised of the status of the meetings to aid in expediting the work of updating policies before the Board meeting.

**Selection of
Trustee
Participation on
Board
Subcommittee on
Board Policy
Updates And
Revisions:
Agenda Item 5**

Trustee Gary Pritchard nominated the officers of the Board to serve in the three positions.

Trustee Jones acknowledged it is a big undertaking.

Trustee Alpay requested further clarification from Superintendent Vital and our work with CSBA. Superintendent Vital shared the work done by staff in the fall with CSBA to review the policies. Trustee Alpay asked for a specific time frame regarding the commitment for the subcommittee. Superintendent Vital stated the timeframe can be amended. Trustee Alpay requested that we include this committee each year in December as part of the annual meeting.

Trustee Jones stated it would be helpful for the goal of the committee to bring policies that are very clean when presented at the Board meetings.

Trustee McNicholas amended the motion for the subcommittee nominations to be brought back during the annual December election meeting.

The nominated trustees are: Trustee Hanacek, Trustee McNicholas and Trustee Reardon.

It was moved by Trustee Pritchard, seconded by Trustee McNicholas and motion carried by a 6-0-1 vote to approve Selection of Trustee Participation on Board Subcommittee on Board Policy Updates And Revisions, as amended, with nominations conducted to the Subcommittee during the annual December election meeting:

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

President Hanacek asked Trustees for items they wished to pull from the Consent Calendar. Trustee Alpay pulled items 9 and 10.

**Items Pulled from
the Consent
Calendar**

CONSENT CALENDAR

It was moved by Trustee McNicholas, seconded by Trustee Hatton-Hodson and motion carried by a 6-0-1 vote to approve the following Consent Calendar, with the exception of items 9 and 10:

Ratification of special education Informal Dispute Resolution Case #20160104, Case #20160105 and Case #20160108.

**IDR Settlement
Agreement
Agenda Item 6**

Approval of special education Settlement Agreement Case #2015071129.

**Settlement
Agreement
Agenda Item 7**

Approval of the Agreement for Architectural and Related Services with WLC Architects, Incorporated.

**Services
Agreement
Agenda Item 8**

Donations of funds and equipment.

**Donations
Agenda Item 11**

Approval of the Extension of Agreement of Bid No. 1314-18, Electrical Service with Gilbert & Stearns, Incorporated.

**Extension of
Agreement
Agenda Item 12**

Approval of the District standardized Independent Contractor, Professional Services, Master Contract, and Field Service Agreements.

**Independent
Contractor
Agreements
Agenda Item 13**

Approval of the award of Request for Proposal (RFP) No. 5-1516 Energy Audit Services.

**Award Request
for Proposals
No. 5-1516
Agenda Item 14**

Purchase orders, warrants, and previously Board-approved bids and contracts as listed.

**Purchase
Orders/Warrants
Agenda Item 15**

Resignations, retirements, and employment of classified personnel.

**Resignations/
Retirements/
Employment
(Classified
Personnel)
Agenda Item 16**

Resignations, retirements, and employment of certificated personnel.

**Resignations/
Retirements/
Employment
(Certificated
Personnel)
Agenda Item 17**

ROLL CALL:

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

After discussion and further clarification regarding item 9, it was motioned by Trustee Alpay, seconded by Trustee McNicholas and motion carried by a 6-0-1 vote to approve item 9, Quarterly Report – Williams Settlement Uniform Complaint Acceptance of Williams Settlement First Quarter Report.

**Williams
Settlement
Agenda Item 9**

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

Trustee Alpay discussed several discrepancies regarding item 10. He stated all minutes should be separated out by meeting as individual items. He will provide comments and edits and ask that the minutes be brought back to the next Board meeting. It was moved by Trustee Alpay, seconded by Trustee McNicholas and motion carried by a 6-0-1 vote to continue the item.

Minutes
Agenda Item 11

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

It was moved by Trustee Alpay, seconded by Trustee McNicholas, and motion carried by a 6-0-1 vote to adjourn the meeting.

Adjournment

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

President Hanacek announced the meeting adjourned at 9:18 p.m.

Board Clerk

Secretary, Board of Trustees

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 13, 2016

MINUTES February 24, 2016 Board Meeting

Staff is still completing this item at the time of printing and the supporting documentation will be posted on the web by Friday, April 8, 2016.

Tentative Agreement Between
Capistrano Unified School District
and
California School Employees Association, and its Capistrano Chapter 224

Article 1 - Agreement

- 1.1 This agreement is made and entered into this ~~fifth~~ twenty-first day of ~~June 2015~~ March 2016 by and between the Capistrano Unified School District, hereinafter referred to as "District", and the California School Employees Association and its Capistrano Chapter 224, hereinafter referred to as "Association".
- 1.3 Except as noted in Section 1.4 and 1.5, all articles of this agreement shall remain in full force and effect from ~~July 1, 2014~~ July 1, 2015, until ~~June 30, 2015~~ June 30, 2018, when it shall terminate.
- 1.4 Notwithstanding the provisions of Section 1.5, either party to this Agreement shall have the right to reopen two articles for fiscal 2016-2017 and 2017-2018 for negotiations.
- 1.5 Articles 11 and 12 are to be reopened each year.

Article 5 - Safety

- 5.1 The District shall provide a safe working environment including conditions, facilities, and equipment in order to fulfill all obligations under the law.
- 5.1.1 CSEA will work collaboratively with the District to achieve 100% completion of the child abuse reporting training and annual notices policy acceptance. Administration will work collaboratively with Classified employees to provide opportunities for completion of this requirement within the work day.

Article 7 - Transfers and Promotions

- 7.1 When the District determines that either a permanent vacancy or a new position exists within the bargaining unit, such vacancy or new position shall be posted ~~on designated bulletin boards~~ in a designated area that is visible to all employees for a period of six full working days, during which time employees may make application for the vacancy or new position.
- 7.1.2 CSEA shall be provided with a copy of all job descriptions, and upon any job description revision.
- 7.5 Initial job vacancies shall be posted ~~to~~ with the intent of creating eligibility pools whenever practicable, and postings shall include (1) the job title, (2) a brief description of the position and duties, (3) qualifications required for the

position, (4) the work calendar(s), (5) the salary range, (6) and the deadline for filing.

Article 11 - Wages

11.1 ~~Effective February 1, 2015, increase salary schedules by two percent (2%) over the 2013-2014 pay schedule. The pay schedule as stipulated in the Appendix A shall be increased by 3.5% retroactive to July 1, 2015.~~

11.1.1 For the ~~2014-2015~~ 2015-2016 school year provide each CSEA bargaining unit member, employed as of the date the tentative agreement is ratified by CSEA and approved by the Governing Board (whichever is later), a one half percent (.5%) of current annual salary, one-time payment retroactive to July 1, ~~2014~~ 2015. The .5% one-time is applied before, and separately from, the 3.5% salary increase in Article 11.1.

11.4 Longevity

Step 10

Effective July 1, 1994, Step 10 was added to the Classified Salary Schedule in lieu of longevity increments. Employees who complete one (1) year on Step 6 and are commencing their tenth (10) year of consecutive, regular service with CUSD ~~are eligible for~~ shall be placed on Step 10 which shall be 5% higher than Step 6.

Step 15

In addition, effective July 1, 1997, Step 15 was added to the Classified Salary Schedule. Employees who are beginning their fifteenth (15) year of consecutive service ~~are eligible for~~ shall be placed on Step 15, which shall be 5% higher than Step 10 effective July 1, 2006.

Step 20

Effective July 1, 1998, Step 20 was added to the Classified Salary Schedule. Effective July 1, 2015, employees who are beginning their twentieth (20) year of consecutive service ~~are eligible for~~ shall be placed on Step 20, which shall be ~~2.5%~~ 5% higher than Step 15.

Article 12 - Health and Welfare Benefits

12.2 As of January 1, 2016, The District shall pay on behalf of unit members employed full-time, payments for medical, dental, vision, and life insurance benefits approved by the Board of Trustees up to a maximum as follows:

A. — Medical

a. Medical

The District shall pay the premiums for full-time employees and their dependents who participate in the HMO medical plans. ~~based upon the 2010 Anthem Blue Cross HMO contribution rates at each tier (Blue Cross and Kaiser HMO).~~ Employees must be employed by ~~under contract to~~ the District at least 20 hours per week to be eligible for health insurance benefits. ~~Contributions for part-time employees who are enrolled in plans other than a HMO medical plan, shall be prorated in proportion to those hours of a full-time employee.~~ The District will pay for the actual cost of insurance up to the following rates per tier:

<u>Hours Worked</u>	<u>Percent Paid by District</u>
4 to less than 6 hours	68.75%
6 to less than 8 hours	93.75%
8 hours	100.00%

Medical Plans

HMO

Effective January 1, 2016, the parties agree the maximum contribution rate for all HMO health insurance plans are as follows:

Employee only	\$ 5,220.00
Employee + One	\$10,716.00
Employee + Two or more	\$15,204.00

PPO

Effective January 1, 2016, the parties agree the maximum contribution rate for all PPO health insurance plans are as follows:

Employee only	\$ 6,323.40
Employee + One	\$13,038.00
Employee + Two or more	\$18,522.70

~~Effective January 1, 2011, the~~ classified bargaining unit shall be provided with selections set forth above based upon the California Schools Benefits Trust (MEBA) Plan "B" options for coverage and rates.

Article 16 - Layoff and Reemployment

16.2 Reasons for Layoff

16.2.3 Layoffs occur as follows:

~~16.2.3.1 When as a result of the expiration of a specially funded program, positions must be eliminated at the end of any school year, and employees will be subject to layoff for lack of funds, the employee laid off at the end of such school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and rehire rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than 4560 calendar days prior to the effective date of their layoff.~~

16.2.3.1 When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work or lack of funds. Affected employees shall be given notice of layoff not less than 4560 calendar days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

16.4 Order of Layoff, Notification, Employee Rights

16.4.6 Employees shall be given notice of layoff not less than 4560 calendar days prior to the effective date of layoff and informed of their displacement rights, if any, and rehire rights.

16.5 Rehire

16.5.6 When an employee on the rehire list is notified of a vacancy and fails to respond within ~~10 calendar~~ three work days, ~~or accepts a position and fails to report for work within two calendar weeks from the date of acceptance, he/she shall be removed from the rehire list and shall forfeit all rights to which he/she would otherwise be entitled. he/she will be skipped on the list. In this 72 hour period no fewer than three attempts will be made to contact the employee.~~

Article 22 - Meet and Negotiate/Employer-Employee Relations

22.2 During the term of this agreement, the Association and the District expressly waive and relinquish the right to meet and negotiate and it is agreed that the Association and the District shall not be obligated to meet and negotiate with respect to any subject matter whether referred to or covered in this agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District and the Association at the time they met and negotiated and executed this agreement, and even though such subjects or matters were proposed and later withdrawn. Notwithstanding the provisions of section 22.1 above, each party to the agreement shall have the right to reopen Wages (Article 11) Health and Welfare Benefits (Article 12) and


two additional articles for 2016-2017 and 2017-2018 by providing written notice to the other party. If the parties mutually agree, additional articles of the agreement may be reopened at any time.

22.4 This agreement shall be effective July 1, 2013 2015, and shall remain in full force and effect through June 30, 2015 2018.

For 2015-2016 only:

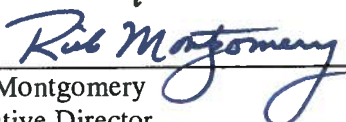
Should any Agreement with any other District bargaining unit exceed the total compensation provisions of this Agreement, the District will provide a comparable adjustment to CSEA.

For The District:



Gordon Amerson, Ed.D.
Assistant Superintendent
Human Resource Services

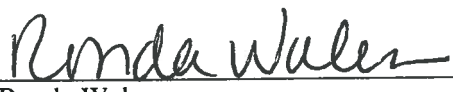
Date: 3/21/16



Rich Montgomery
Executive Director
Human Resource Services


Date: 3/21/16

For the Association:



Ronda Walen
Chapter President, Capistrano Chapter 224

Date: 3/21/16



Kenny Wilson
Labor Relations Representative

Date: 3-21-16

Memorandum of Understanding Between
Capistrano Unified School District
and
California School Employees Association, and its Chapter 224

March 21, 2016

Professional Development Days

For the 2016-2017 school year, two days will be added to the 9.5 month calendar only. This is a one year plan, funded with one-time money.

All 9.5 month employees shall work on Friday, August 12, 2016 and shall be paid their regular salary.


- Monday, October 31, 2016 shall be a staff development day for all 9.5 month employees.
- Tuesday, November 1, 2016 shall be an unassigned day for 9.5 month employees assigned to an elementary school.
- Thursday, December 22, 2016 shall be an unassigned day for 9.5 month employees assigned to a secondary school.

All new employees hired after April 1, 2015 shall attend a mandatory orientation/training on October 31, 2016.


The 9.5 month calendar will be revised and distributed to all 9.5 month employees.

The parties will collaborate to develop draft guidelines by June 1, 2016 for work and/or professional development to be held during the 2016/2017 school year.


The parties will consider the benefits that resulted from the addition of the two days and funding for 2016-2017 at the time the 2017-2018 calendars are prepared to determine whether or not these professional development days will continue to be designated work days in the future.




Gordon Amerson, Ed.D.
Assistant Superintendent
Human Resource Services
Date 3/21/16



Ronda Walen
Chapter President, Capistrano Chapter 224
Date 3/21/16



Rich Montgomery
Executive Director
Human Resource Services
Date 3/21/16



Kenny Wilson
Labor Relations Representative
Date 3-21-2016

Memorandum of Understanding Between
Capistrano Unified School District
and
California School Employees Association, and its Chapter 224

March 21, 2016

Temporary Promotion/Working Out Of Class Selection Process


From May 1, 2016 through August 14, 2017 the District agrees to use the following process for temporary promotion and working out of class.

The managers will alert the department/site of the opening. Interested employees shall notify the manager of their interest in the temporary promotion.

No sooner than 48 hours after notifying the department/site, the manager shall establish a temporary promotion "pool."


Temporary promotional work will be distributed on a rotational basis among employees of the same classification within the department/site as far as it is practicable and consistent with work requirements, based on seniority. The most senior employee will be offered the temporary promotion first, with subsequent temporary promotions offered in descending order of seniority. One temporary promotion shall consist of one assignment to last no more than 60 calendar days, per employee. In the event the temporary promotion work is required more than 60 calendar days, the next employee on the seniority list will be rotated into the temporary promotion. Every effort will be made to notify employees in eligible classifications of available temporary work.

This agreement applies only to temporary promotions within bargaining unit positions.



Gordon Amerson, Ed.D.
Assistant Superintendent
Human Resource Services

3/21/16
Date



Ronda Walen
Chapter President, Capistrano Chapter 224

3/21/16
Date



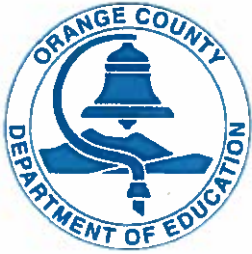
Rich Montgomery
Executive Director
Human Resource Services

3/21/16
Date



Kenny Wilson
Labor Relations Representative

3-21-2016
Date



March 22, 2016

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**

200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050

(714) 966-4000

FAX (714) 432-1916

www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

Amy Hanacek, Board President
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Kirsten M. Vital, District Superintendent
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

**Re: Disclosure of Collective Bargaining Agreement – California School
Employees Association (CSEA) Chapter 224**

Dear Ms. Hanacek and Ms. Vital:

Thank you for the submission of the disclosure of collective bargaining agreement for the California School Employees Association (CSEA) Chapter 224 bargaining unit. The Orange County Superintendent of Schools has reviewed the District's disclosure in accordance with Assembly Bill (AB) 1200 (Statute of 1991, Chapter 1213) and Government Code 3547.5 as amended by AB 2756.

The proposed agreement covers the period from July 1, 2015 through June 30, 2018. The District and CSEA have agreed to a 3.50% increase on the salary schedule, effective July 1, 2015. The parties also have agreed to a one-time off schedule increase of 0.5%. In addition, effective July 1, 2015, the differential between longevity step 15 and step 20 will be increased from 2.5% to 5.0%. For the 2016-17 year only, two work days will be added to 9.5 month work calendar. This increase of approximately \$0.2 million will be funded using one-time funds.

Effective January 1, 2016, the parties agree to the increased maximum employer contribution rates for PPO and HMO health insurance plans as follows:

PPO	Employee only	Employee plus one dependent	Family
Prior Rates	\$4,902	\$10,132	\$14,412
Rates Effective January 1, 2016:	\$5,220	\$10,716	\$15,204
<i>Increase:</i>	<i>\$318</i>	<i>\$584</i>	<i>\$792</i>
HMO			
Prior Rates	\$6,005	\$12,454	\$17,731
Rates Effective January 1, 2016:	\$6,323	\$13,038	\$18,523
<i>Increase:</i>	<i>\$318</i>	<i>\$584</i>	<i>\$792</i>

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

ROBERT M. HAMMOND

LINDA LINDHOLM

KEN L. WILLIAMS, D.O.

Ms. Amy Hanacek
Ms. Kirsten M. Vital
March 22, 2016
Page 2 of 2

The fiscal impact of the proposed agreement results in an increase of \$3.5 million in the 2015-16 school year, \$3.2 million of which is ongoing.

Each party will have the right to reopen negotiations on Wages (Article 11), Health and Welfare Benefits (Article 12), and two additional articles for 2016-17 and 2017-18. Additional articles may be reopened at any time with prior mutual agreement. For the 2015-16 year only, should any other bargaining unit exceed the total compensation agreed upon by the District and CSEA, the District will provide a comparable adjustment to CSEA.

We would like to extend our thanks to your staff for the thorough and timely preparation of the disclosure of collective bargaining agreement. If you have any questions, please call me at (714) 966-4229 or Chris Lombardo at (714) 966-4248.

Sincerely,



Wendy Benkert, Ed.D.
Associate Superintendent, Business Services

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

**Orange County Department of Education
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Capistrano Unified School District - California School Employees Association,

School District - Bargaining Unit: Chapter 224 (CSEA)

Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2015 and ending: June 30, 2016
(date) (date)

The Governing Board will act upon this agreement on: March 23, 2016
(date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2015-16	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2015-16	Year 2 Increase/(Decrease) FY 2016-17	Year 3 Increase/(Decrease) FY 2017-18
1 Salary Schedule 3.5% ongoing and 0.5% one time increase	\$ 51,212,489 above amt. includes other compensation	\$ 2,089,470	\$ (261,184)	\$ -
		4.00%	-0.50%	0.00%
2 Step and Column Step 20 increases from 2.5% to 5% increase ongoing	\$ 1,024,250	\$ 255,400	\$ -	\$ -
		0.49%	0.00%	0.00%
3 Other Compensation - Add two days to 9.5 month calendar for 2016- 17 only		\$ -	\$ 166,000	\$ (166,000)
		0.00%	0.32%	-0.32%
Description of other compensation:				
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 11,553,200	\$ 518,615	\$ (21,052)	\$ (36,714)
		4.49%	-0.18%	-0.32%
5 Health/Welfare Plans	\$ 11,345,746	\$ 661,000	\$ -	\$ -
		0.67%	0.00%	0.00%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 75,135,685	\$ 3,524,484	\$ (116,236)	\$ (202,714)
7 Total Number of Represented Employees (Use FTEs if appropriate)	1,353.50	0	0	0
8 Total Compensation <u>Average</u> Cost per Employee	\$ 55,512	\$ -	\$ -	\$ -
		5.53%	-0.18%	-0.32%

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

Effective July 1, 2015, increase salary schedule by 3.5%. Increase to the health and welfare cap equivalent to 0.67%. One time salary increase of 0.5%. Two days were added to the calendar for 9.5 month employees for the 16/17 year only.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

The increase from step 15 to step 20 was changed from 2.5% to 5.0%

11. Please include comments and explanations as necessary.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

HMO caps are Employee only \$5,220, Employee plus one \$10,716, Employee plus two or more \$15,204 PPO caps are \$6,323.00, Employee plus one \$13,038 and Employee plus two or more \$18,523

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

- D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

None.

- E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?**
"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

No.

- F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

None

G. Source of Funding for Proposed Agreement

1. Current Year

General fund revenues.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

Ongoing and one time general fund revenues support this cost.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 224 (CSEA)**

	Column 1 Latest Board- Approved Budget Before Settlement (As of 3/9/16)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions Teamsters agreement 3/9/16	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	\$ 371,271,514	\$ -		\$ 371,271,514
Remaining Revenues (8100-8799)	\$ 105,151,661	\$ -		\$ 105,151,661
TOTAL REVENUES	\$ 476,423,175	\$ -	\$ -	\$ 476,423,175
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 208,287,967	\$ -	\$ -	\$ 208,287,967
Classified Salaries (2000-2999)	\$ 63,160,229	\$ 2,344,870	\$ 208,970	\$ 65,714,069
Employee Benefits (3000-3999)	\$ 96,048,639	\$ 1,179,614	\$ 97,108	\$ 97,325,361
Books and Supplies (4000-4999)	\$ 18,732,228	\$ -		\$ 18,732,228
Services, Other Operating Expenses (5000-5999)	\$ 40,918,055	\$ -		\$ 40,918,055
Capital Outlay (6000-6599)	\$ 4,348,930	\$ -		\$ 4,348,930
Other Outgo (7100-7299) (7400-7499)	\$ 12,909,118	\$ -		\$ 12,909,118
Direct Support/Indirect Cost (7300-7399)	\$ (504,784)	\$ -		\$ (504,784)
Other Adjustments				
TOTAL EXPENDITURES	\$ 443,900,382	\$ 3,524,484	\$ 306,078	\$ 447,730,944
OPERATING SURPLUS (DEFICIT)	\$ 32,522,793	\$ (3,524,484)	\$ (306,078)	\$ 28,692,231
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ -	\$ -		\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 32,522,793	\$ (3,524,484)	\$ (306,078)	\$ 28,692,231
BEGINNING BALANCE	\$ 31,230,725			\$ 31,230,725
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 63,753,518	\$ (3,524,484)	\$ (306,078)	\$ 59,922,956
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted Reserves (9740)	\$ 7,907,913	\$ -	\$ -	\$ 7,907,913
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 19,642,650	\$ -	\$ -	\$ 19,642,650
Reserve for Economic Uncertainties (9789)	\$ 13,900,000	\$ -		\$ 13,900,000
Unassigned/Unappropriated (9790)	\$ 21,977,955	\$ (3,524,484)	\$ (306,078)	\$ 18,147,393

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 224 (CSEA)**

	2015-16	2016-17	2017-18
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 371,271,514	\$ 383,167,283	\$ 388,367,704
Remaining Revenues (8100-8799)	\$ 105,151,661	\$ 75,301,002	\$ 75,667,953
TOTAL REVENUES	\$ 476,423,175	\$ 458,468,285	\$ 464,035,657
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 208,287,967	\$ 208,112,287	\$ 208,483,971
Classified Salaries (2000-2999)	\$ 65,714,069	\$ 66,533,166	\$ 67,947,896
Employee Benefits (3000-3999)	\$ 97,325,361	\$ 102,803,920	\$ 107,397,231
Books and Supplies (4000-4999)	\$ 18,732,228	\$ 16,101,062	\$ 11,192,097
Services, Other Operating Expenses (5000-5999)	\$ 40,918,055	\$ 39,299,816	\$ 40,156,025
Capital Outlay (6000-6999)	\$ 4,348,930	\$ 13,273,415	\$ 173,415
Other Outgo (7100-7299) (7400-7499)	\$ 12,909,118	\$ 13,462,921	\$ 13,698,920
Direct Support/Indirect Cost (7300-7399)	\$ (504,784)	\$ (504,785)	\$ (504,785)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 447,730,944	\$ 459,081,802	\$ 448,544,770
OPERATING SURPLUS (DEFICIT)	\$ 28,692,231	\$ (613,517)	\$ 15,490,887
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 28,692,231	\$ (613,517)	\$ 15,490,887
BEGINNING BALANCE	\$ 31,230,725	\$ 59,922,956	\$ 59,309,439
CURRENT-YEAR ENDING BALANCE	\$ 59,922,956	\$ 59,309,439	\$ 74,800,326
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 325,000	\$ 325,000	\$ 325,000
Restricted Reserves (9740)	\$ 7,907,913	\$ 3,575,266	\$ 3,575,267
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 19,642,650	\$ -	
Reserve for Economic Uncertainties (9789)	\$ 13,900,000	\$ 14,400,000	\$ 15,700,000
Unassigned/Unappropriated (9790)	\$ 18,147,393	\$ 41,009,173	\$ 55,200,059

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2015-16	2016-17	2017-18
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 447,730,944	\$ 459,081,802	\$ 448,544,770
b.	State Standard Minimum Reserve Percentage for this District is 2%	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 8,954,619	\$ 9,181,636	\$ 8,970,895

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 13,900,000	\$ 14,400,000	\$ 15,700,000
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 18,147,393	\$ 41,009,173	\$ 55,200,059
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 32,047,393	\$ 55,409,173	\$ 70,900,059
h.	Reserve for Economic Uncertainties Percentage	7.16%	12.07%	15.81%

3. Do unrestricted reserves meet the state minimum reserve amount?

2015-16

Yes

☒

No

☐

2016-17

Yes

☒

No

☐

2017-18

Yes

☒

No

☐

4. If no, how do you plan to restore your reserves?

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

6. Please include any additional comments and explanations of Page 4 as necessary:

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Capistrano Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the CSEA Chapter 224 Bargaining Unit, during the term of the agreement from July 01, 2015 to June 30, 2016

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	<u>0</u>
<u>Expenditures/Other Financing Uses</u>	<u>3,524,484.00</u>
<u>Ending Balance Increase (Decrease)</u>	<u>(3,524,484.00)</u>

(No budget revisions necessary - included in revised budget)

<hr/>	<hr/>
District Superintendent	13-Apr-16
(Signature)	Date
 <hr/>	 <hr/>
Chief Business Officer	13-Apr-16
(Signature)	Date

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

13-Apr-16

Date

President or Clerk of Governing Board
(Signature)

13-Apr-16

Date

Philippa Geiger, Executive Director, Fiscal Services

Contact Person

949- 234-9316

Phone

**CAPISTRANO UNIFIED SCHOOL DISTRICT AND
CAPISTRANO UNIFIED EDUCATION ASSOCIATION**

TENTATIVE AGREEMENT

March 22, 2016

The current "Agreement between the Capistrano Unified School District and Capistrano Unified Education Association" (Agreement), expired on June 30, 2015. Except as amended in this document and/or attachments hereto, the Agreement shall remain in full force and effect for the agreed-upon term of the successor agreement. The parties agree as follows:

ARTICLE 1 - Designation of Parties and Length of Agreement

- 1.1 This agreement is made and entered into this 22 day of march, 2016, and is effective for the period July 1, 2015 through June 30, 2017, by and between the Capistrano Unified School District, hereinafter referred to as "District," and the Capistrano Unified Education Association, an affiliate of CTA/NEA, hereinafter referred to as "Association."
- 1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code of the State of California.
- 1.3 The provisions of this agreement shall be applicable to those personnel represented by the exclusive representative as enumerated in Article 2.2.
- 1.4 All articles of this agreement shall remain in full force and effect from the date of ratification of this contract until June 30, 2017, when it shall terminate.
- 1.5 Notwithstanding the provisions of Section 1.4 above, each party to the Agreement shall have the right to reopen total compensation (Articles 13 and 14) and two additional articles, for 2016-17, by providing written notice to the other party not later than May 1, 2016 (for 2016-17 only, April 1 in subsequent years unless parties agree to another date).

ARTICLE 5 - Hours of Employment

Amend section 5.3.3 as follows: "Grades 4-5: 292 minutes daily average per week."

Add the following sentence to section 5.3.4: "Teachers who have fourth and fifth grade students (including any 3/4 and 4/5 combination classes) will receive 80 minutes of weekly instructional planning time."

Late Start MOU signed on November 13, 2015, but no Agreement language change.

Add section 5.1.2 to the Agreement to provide as follows: "Certificated unit members are to use the District-approved Learning Management System (LMS) to communicate with secondary students (grades 6-12) and parents regarding grades, academic matters and other educationally relevant issues. The District and CUEA will work together through EERC and otherwise towards this end."

Unit Member Child/Children Enrollment Proposal

The District and CUEA have a shared interest in providing enrollment options for unit members, consistent with applicable law, Board Policy and Administrative Regulations. The Parties agree to the following MOU for the 2016-17 and 2017-18 school years:

To the fullest extent permitted by applicable law, Board Policy and Administrative Regulations, unit members may enroll their dependent child(ren) and/or child(ren) for whom they hold legal guardianship, as a resident, at the unit member's assigned work location or the school site closest to the unit member's assigned work location. Dependent children of unit members who matriculate out of unit members' assigned work site will similarly be permitted to enroll children at a school closest to unit member's work site. Unit members shall adhere to any and all application, reapplication and other requirements set forth in Board Policy and Administrative Regulation.

In the event the unit member is involuntarily transferred, he/she shall have the enrollment options as set forth above or he/she may maintain their child/children at their current school/matriculation pattern.

Middle School Duties

Parties agree to a two year MOU (July 1, 2016 through June 30, 2018) to primarily utilize campus supervisors and/or other staff, as determined by the District, to reduce supervisory responsibilities for middle school teachers before and after school.

New College and Career Counselor Position (add Section 5.5.1 and see attached job description, effective July 1, 2016)

College and Career Counselors. Effective July 1, 2016, under the direction of a high school administrator or certificated manager, the College and Career Counselor shall be responsible for counseling at, organizing, maintaining and operating high school level college and career center(s); counseling students on a wide variety of college and career issues; building relationships with higher education and other vocational programs; and, providing counseling with and communicating with students, faculty, parents and community representatives concerning career planning counseling and college entrance counseling issues. Hours for this position are seven (7) hours per day exclusive of a 35 minutes duty-free meal period and will include non-traditional workday/evening hours. Location may be at a school site(s) and/or satellite location(s).

Amend section 5.11 as proposed by CUEA on January 13, 2015 (9:38 am proposal)

ARTICLE 8 – Class Size

Add one (1) additional nurse to the current bargaining unit.

[NOTE: The March 30, 2015 Tentative Agreement approved by CUEA and the District included language that was inadvertently omitted from the printed Agreement. The language is to be included at the end of section 8.5 as follows:]

At the secondary level, these maximums apply only to core academic classes (English, Math, Science, Social Studies, and Foreign Language).

The parties hereby agree that Article 8, section 8.5 as amended, and the parties' March 30, 2015 MOU, constitute "a collectively bargained alternative annual average class enrollment for each schoolsite" in grades TK through 3 in accordance with paragraph (3) (B) of subdivision (d) of Section 42238.02 of California's Education Code."

(MOU Pilot Program for 2016-17 School Year Only)

For the remainder of the 2015-16 school year, District and Association representatives will meet through EERC and otherwise as necessary to discuss physical education class size at grades 6, 7 and 8, and to develop a pilot program for the 2016-17 school year for up to six middle schools whereby the District shall attempt to keep the student/teacher ratio for PE classes (periods 1 – 6, excluding zero period) at less than or equal to 50 students. Impact of the pilot program, continuation of the pilot program MOU beyond June 30, 2017, and/or expansion of the pilot program to additional or different schools shall be addressed during 2017-18 negotiations.

ARTICLE 10 – Leaves

See District's 12/15/15 proposal, previously attached. Plus, to include "... The 12 week differential pay period shall be reduced by any period of sick leave, if available to the unit member, during the 12 week period."

Article 12 – Negotiations Procedures

Amend section 12.1 to include the parenthetical phrase "(except as set forth in section 1.5 above)" after "April 1."

ARTICLE 13 – Health and Welfare Benefits

ARTICLE 14 – Wages

Amend Article 13, section 13.1 and 13.1A as follows:

- 13.1 As of January 1, 2016, the District shall pay on behalf of unit members employed full time, payments for medical, dental, vision and life insurance benefits approved by the Board of Trustees up to a maximum as follows:

A. Medical Coverage

HMO Medical Plans

The District shall pay the actual cost of insurance for full-time employees and their dependents who participate in the HMO medical plans up to the following rates per tier:

Employee only annually]	\$5,220.00 [previously \$4,901.90, +\$318.10
Employee + One	\$10,716.00 [previously \$10,132.40, +\$583.60]
Employee + Two or more	\$15,204.00 [previously \$14,412.20, +\$791.80]

POS/PPO Medical plans

The District shall pay the actual cost of insurance for full-time employees and their dependents who participate in the POS/PPO medical plans up to the following rates per tier:

Employee only	\$6,323.40 [previously \$6,005.30 +\$318.10 annually]
Employee + One	\$13,038 [previously \$12,454.40 +\$583.60 annually]
Employee + Two or more	\$18,522.70 [previously 17,730.90 +\$791.80 annually]

Amend Article 14 to include the following:

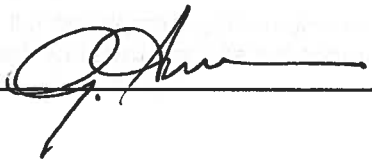
- Increase Salary Schedules (Appendices A, B, C, E and F) by four percent (4%), effective July 1, 2015.
- Four percent (4%) off schedule payment (prior to application of the 4% salary schedule increase above) to be paid during the 2015-16 school year.
- Amend Appendix D, Group 0 to include a 10% Stipend for Lead Counselor, effective July 1, 2016.
- Reopeners for 2016-17 as described in Article 1 and Article 12 above.

Additional MOUs

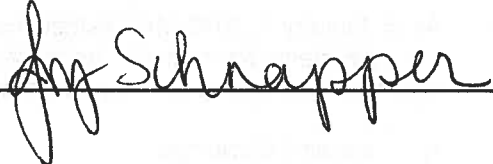
- Late Start MOU set to expire June 30, 2016. Parties agree to extend through June 30, 2017.
- Elementary Duties MOU set to expire June 30, 2016. Parties agree to extend through June 30, 2017.
- Evaluation pilot program introduced at select schools and locations shall be expanded to all schools and locations, beginning July 1, 2016, including use of the following: performance goal form; pre-observation conference form; observation/post observation form; and formal evaluation/self-assessment observation form.

Dated: March 22, 2016

District:



Association:



CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

COLLEGE CAREER COUNSELOR

DEFINITION

Under the direction of a high school administrator or certificated manager, organize, maintain and operate a high school College & Career Center providing counseling on a wide variety of college and career information and materials; communicate with students, faculty, parents and community representatives concerning career planning and college entrance. Location may be at a school site or satellite location.

EXAMPLES OF DUTIES

- Provide counseling services on career and college entrance information and assistance to students, teachers, parents and counselors; coordinate day-to-day operations and schedule activities, programs and speakers.
- Offer resources and support to students and parents specific to analyzing a variety of college data.
- Develop career education and instructional materials for use by teachers and students; counsel students in locating and using college/career information as needed for research, assignments and post-high school planning.
- Obtain, organize, file and display guidance materials; catalog and prepare for use by students; maintain displays and bulletin boards, as well as web based resources.
- Plan, organize, develop and implement career events and publications; prepare letters, flyers, mailers, emails and other materials to publicize Career Center services, resources and speaker programs.
- Contact, schedule and arrange guest speakers from the local business community, colleges and military services to present information regarding specific occupations.
- Schedule visitations by representatives from colleges; organize coordinate and publicize career-related events and other opportunities for students to learn about higher education and vocational training and preparation.
- Develop and maintain a current and comprehensive occupational library including information on careers and career clusters, employment prospects and trends and employment requirements and opportunities; obtain and circulate current college catalogs.
- Maintain current lists and bulletins concerning scholarships and other financial aids available; provide counseling and support concerning specialized scholarships and assistance in completing application forms (e.g. FAFSA), provide internet based resources concerning scholarship options and applications.
- Provide guidance concerning scholastic aptitude and achievement tests; assist students with applications and scheduling; distribute test results as appropriate.
- Assist students with College & Career Center materials and equipment.
- Prepare and deliver informational presentations as requested; orient students to college and career resources and services available.
- Maintain a current inventory of Career Center equipment and materials; assist in determining purchase priorities.
- Plan and conduct Career Days, Career Month, Teen Job Fairs, or College Fairs.
- Attend meetings, conferences and seminars regarding career trends, college entrance and

- Train and provide work direction to volunteers and student assistants.

COLLEGE CAREER COUNSELOR

Page 2

EXAMPLES OF DUTIES (Continued)

- Operate a variety of office equipment including audio/visual equipment.
- Work schedule to allow opportunities to meet with students and families during evening hours, up to 9 P.M.
- Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

Career and occupational resources, trends, and opportunities; college research resources available to students online; college entrance requirements and procedures; correct English usage, grammar, spelling, punctuation and vocabulary; modern office practices, procedures, and equipment; record-keeping techniques; oral and written communication skills; telephone techniques and etiquette; basic research methods; college admission requirements, financial aid requirements, and training necessary for future careers.

Ability to:

Organize, maintain and operate a high school College & Career Center; provide specialized assistance and counseling services concerning career planning and college entrance to students, parents, staff, and community agencies; develop and provide guidance on materials related to career/college opportunities for high school students; obtain, evaluate and process occupational literature; operate PC's in a Windows environment using various office productivity software applications; operate modern office equipment and audio/visual equipment; work independently using effective public relations skills with little direction; meet collaboratively with students and parents to explore multiple college and career options; establish and maintain cooperative and effective working relationships; analyze situations accurately and adopt an effective course of action; meet scheduled and timelines; plan and organize work; work confidentially with discretion; communicate effectively both orally and in writing; read, interpret, apply and explain rules, regulations, policies and procedures.

Experience:

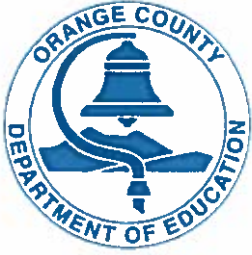
Two years of successful public school counseling experience or three years successful classroom teaching.

Education:

Equivalent to the completion of an earned Master of Arts or higher degree in psychology, counseling, or guidance.

Certification Requirement

Possess a valid California Pupil Personnel Services Credential authorizing service as a school counselor.



March 23, 2016

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**

200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050

(714) 966-4000

FAX (714) 432-1916

www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

Amy Hanacek, Board President
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Kirsten M. Vital, District Superintendent
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Re: Disclosure of Collective Bargaining Agreement – Capistrano Unified Education Association (CUEA)

Dear Ms. Hanacek and Ms. Vital:

Thank you for the submission of the disclosure of collective bargaining agreement for the Capistrano Unified Education Association (CUEA) bargaining unit. The Orange County Superintendent of Schools has reviewed the District's disclosure in accordance with Assembly Bill (AB) 1200 (Statute of 1991, Chapter 1213) and Government Code 3547.5 as amended by AB 2756.

The proposed agreement covers the period from July 1, 2015 through June 30, 2017. The District and CUEA have agreed to a 4.0% increase on the salary schedule, effective July 1, 2015 and a one-time off schedule increase of 4.0% to be paid in 2015-16.

Effective January 1, 2016, the parties agree to the increased maximum employer contribution rates equivalent to 0.67% for PPO and HMO health insurance plans as follows:

PPO	Employee only	Employee plus one dependent	Family
Prior Rates	\$4,902	\$10,132	\$14,412
Rates Effective January 1, 2016:	\$5,220	\$10,716	\$15,204
<i>Increase:</i>	<i>\$318</i>	<i>\$584</i>	<i>\$792</i>
HMO			
Prior Rates	\$6,005	\$12,454	\$17,731
Rates Effective January 1, 2016:	\$6,323	\$13,038	\$18,523
<i>Increase:</i>	<i>\$318</i>	<i>\$584</i>	<i>\$792</i>

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, Ph.D.

DAVID L. BOYD

ROBERT M. HAMMOND

LINDA LINDHOLM

KEN L. WILLIAMS, D.O.

Ms. Amy Hanacek
Ms. Kirsten M. Vital
March 23, 2016
Page 2 of 2

The fiscal impact of the proposed agreement results in an increase of \$18.6 million in the 2015-16 school year, \$10.0 million of which is ongoing.

It is worth noting that the tentative agreement includes language that affirms that Article 8.5 constitutes "a collectively bargained alternative annual average class enrollment for each schoolsite" in grades TK through 3 in accordance with paragraph (3) (B) of subdivision (d) of Section 42238.02 of the California Education Code. It is our understanding through conversations with District staff that the language in Article 8.5 remains in effect until negotiated otherwise.

Each party will have the right to reopen negotiations on total compensation (Articles 13 and 14), plus two additional articles in 2016-17 by providing written notice to the other party no later than May 1, 2016. For subsequent years, unless the parties agree to another date, notification must be received no later than April 1.

We would like to extend our thanks to your staff for the thorough and timely preparation of the disclosure of collective bargaining agreement. If you have any questions, please call me at (714) 966-4229 or Chris Lombardo at (714) 966-4248.

Sincerely,



Wendy Benkert, Ed.D.
Associate Superintendent
Business Services

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

**Orange County Department of Education
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Capistrano Unified School District - Capistrano Unified Education Association

School District - Bargaining Unit: (CUEA)

Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2015 and ending: June 30, 2016
(date) (date)

The Governing Board will act upon this agreement on: April 13, 2016
(date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2015-16	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2015-16	Year 2 Increase/(Decrease) FY 2016-17	Year 3 Increase/(Decrease) FY 2017-18
1 Salary Schedule 4.0% ongoing and 2% one time increase in 15-16 and 2% one time increase in 16-17	\$ 183,656,000 above amt. includes other compensation	\$ 14,912,872	\$ (7,346,240)	
		8.00%	-4.00%	0.00%
2 Step and Column	\$ 2,754,900	\$ 220,392	\$ (110,196)	
		8.00%	-4.00%	0.00%
3 Other Compensation - Add two days to 9.5 month calendar for 2016-17 only		\$ -		
		0.00%	0.00%	0.00%
Description of other compensation:				
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 27,589,000	\$ 2,207,120	\$ (1,103,560)	
		8.00%	-4.00%	0.00%
5 Health/Welfare Plans	\$ 25,134,000	\$ 1,340,000	\$ -	\$ -
		0.67%	0.00%	0.00%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 239,133,900	\$ 18,680,384	\$ (8,559,996)	\$ -
7 Total Number of Represented Employees (Use FTEs if appropriate)	2,161.50	0	0	0
8 Total Compensation <u>Average</u> Cost per Employee	\$ 110,633	\$ -	\$ -	\$ -
		8.67%	-4.00%	0.00%

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

Effective July 1, 2015, increase salary schedule by 4.0%. Increase to the health and welfare cap equivalent to 0.67%. One time salary increase of 4.0% in 15-16.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

11. Please include comments and explanations as necessary.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

HMO caps are Employee only \$5,220, Employee plus one \$10,716, Employee plus two or more \$15,204 PPO caps are \$6,323.40, Employee plus one \$13,038 and Employee plus two or more \$18,522.70

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

As stated in tentative agreement

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

- D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

None.

- E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?**
"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

No.

- F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

None

G. Source of Funding for Proposed Agreement

1. Current Year

General fund revenues.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

Ongoing and one time general fund revenues support this cost.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

General Fund

Enter Bargaining Unit: **Capistrano Unified Education Association (CUEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 3/9/16)	Adjustments as a Result of Settlement	Other Revisions Teamsters and CSEA agreement	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	\$ 371,271,514	\$ -		\$ 371,271,514
Remaining Revenues (8100-8799)	\$ 105,151,661	\$ -		\$ 105,151,661
TOTAL REVENUES	\$ 476,423,175	\$ -	\$ -	\$ 476,423,175
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 208,287,967	\$ 15,133,264	\$ -	\$ 223,421,231
Classified Salaries (2000-2999)	\$ 63,160,229	\$ -	\$ 2,553,840	\$ 65,714,069
Employee Benefits (3000-3999)	\$ 96,048,639	\$ 3,547,120	\$ 1,276,722	\$ 100,872,481
Books and Supplies (4000-4999)	\$ 18,732,228	\$ -		\$ 18,732,228
Services, Other Operating Expenses (5000-5999)	\$ 40,918,055	\$ -		\$ 40,918,055
Capital Outlay (6000-6599)	\$ 4,348,930	\$ -		\$ 4,348,930
Other Outgo (7100-7299) (7400-7499)	\$ 12,909,118	\$ -		\$ 12,909,118
Direct Support/Indirect Cost (7300-7399)	\$ (504,784)	\$ -		\$ (504,784)
Other Adjustments				
TOTAL EXPENDITURES	\$ 443,900,382	\$ 18,680,384	\$ 3,830,562	\$ 466,411,328
OPERATING SURPLUS (DEFICIT)	\$ 32,522,793	\$ (18,680,384)	\$ (3,830,562)	\$ 10,011,847
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ -	\$ -		\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 32,522,793	\$ (18,680,384)	\$ (3,830,562)	\$ 10,011,847
BEGINNING BALANCE	\$ 31,230,725			\$ 31,230,725
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 63,753,518	\$ (18,680,384)	\$ (3,830,562)	\$ 41,242,572
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted Reserves (9740)	\$ 7,907,913	\$ -	\$ -	\$ 7,907,913
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 19,642,650	\$ -	\$ (8,600,000)	\$ 11,042,650
Reserve for Economic Uncertainties (9789)	\$ 13,900,000	\$ -		\$ 13,900,000
Unassigned/Unappropriated (9790)	\$ 21,977,955	\$ (18,680,384)	\$ (3,830,562)	\$ 8,067,009

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Enter Bargaining Unit: Capistrano Unified Education Association (CUEA)			
	2015-16	2016-17	2017-18
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 371,271,514	\$ 383,167,283	\$ 388,367,704
Remaining Revenues (8100-8799)	\$ 105,151,661	\$ 75,301,002	\$ 75,667,953
TOTAL REVENUES	\$ 476,423,175	\$ 458,468,285	\$ 464,035,657
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 223,421,231	\$ 216,016,113	\$ 216,506,355
Classified Salaries (2000-2999)	\$ 65,714,069	\$ 66,533,166	\$ 67,947,896
Employee Benefits (3000-3999)	\$ 100,872,481	\$ 105,673,533	\$ 110,523,738
Books and Supplies (4000-4999)	\$ 18,732,228	\$ 16,101,062	\$ 11,192,097
Services, Other Operating Expenses (5000-5999)	\$ 40,918,055	\$ 39,299,816	\$ 40,156,025
Capital Outlay (6000-6999)	\$ 4,348,930	\$ 6,273,415	\$ 173,415
Other Outgo (7100-7299) (7400-7499)	\$ 12,909,118	\$ 13,462,921	\$ 13,698,920
Direct Support/Indirect Cost (7300-7399)	\$ (504,784)	\$ (504,785)	\$ (504,785)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 466,411,328	\$ 462,855,241	\$ 459,693,661
OPERATING SURPLUS (DEFICIT)	\$ 10,011,847	\$ (4,386,956)	\$ 4,341,996
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 10,011,847	\$ (4,386,956)	\$ 4,341,996
BEGINNING BALANCE	\$ 31,230,725	\$ 41,242,572	\$ 36,855,616
CURRENT-YEAR ENDING BALANCE	\$ 41,242,572	\$ 36,855,616	\$ 41,197,612
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 325,000	\$ 325,000	\$ 325,000
Restricted Reserves (9740)	\$ 7,907,913	\$ 3,575,266	\$ 3,575,267
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 11,042,650	\$ -	
Reserve for Economic Uncertainties (9789)	\$ 13,900,000	\$ 14,400,000	\$ 16,100,000
Unassigned/Unappropriated (9790)	\$ 8,067,009	\$ 18,555,350	\$ 21,197,345

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2015-16	2016-17	2017-18
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 466,411,328	\$ 462,855,241	\$ 459,693,661
b.	State Standard Minimum Reserve Percentage for this District is 2%	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 9,328,227	\$ 9,257,105	\$ 9,193,873

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 13,900,000	\$ 14,400,000	\$ 16,100,000
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 8,067,009	\$ 18,555,350	\$ 21,197,345
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 21,967,009	\$ 32,955,350	\$ 37,297,345
h.	Reserve for Economic Uncertainties Percentage	4.71%	7.12%	8.11%

3. Do unrestricted reserves meet the state minimum reserve amount?

2015-16

Yes

☒

No

☐

2016-17

Yes

☒

No

☐

2017-18

Yes

☒

No

☐

4. If no, how do you plan to restore your reserves?

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

6. Please include any additional comments and explanations of Page 4 as necessary:

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Capistrano Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the CSEA Chapter 224 Bargaining Unit, during the term of the agreement from July 01, 2015 to June 30, 2016

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	<u>0</u>
<u>Expenditures/Other Financing Uses</u>	<u>18,680,384.00</u>
<u>Ending Balance Increase (Decrease)</u>	<u><u>(18,680,384.00)</u></u>

(No budget revisions necessary - included in revised budget)

<hr/>	<hr/>
District Superintendent	13-Apr-16
(Signature)	Date
 <hr/>	 <hr/>
Chief Business Officer	13-Apr-16
(Signature)	Date

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

13-Apr-16

Date

President or Clerk of Governing Board
(Signature)

13-Apr-16

Date

Philippa Geiger, Executive Director, Fiscal Services

Contact Person

949- 234-9316

Phone

FOOD ALLERGIES

The ~~Board of Trustees~~~~Governing Board~~ desires to minimize students' exposure to foods to which they are allergic and to provide for prompt and appropriate ~~treatment~~response in the event an allergic reaction occurs while on school grounds. However, to avoid a false sense of security, no school site shall be declared to be free of any particular food allergen.

~~To this end, the Administration (The Superintendent or designee(s))~~ shall develop Administrative Regulations for the protection of students with food allergies. Regulations shall not mandate that any school be free of any particular food allergen.

~~Such~~ Regulations shall indicate that parents/guardians shall be responsible for notifying their site principal or designee, in writing, regarding any food allergies. ~~In addition, such~~ Regulations shall authorize school site staff to request written medical documentation, signed by the student's health care provider, that describes all of the following: 1) the nature of the student's² identified food allergy, 2) the degree of severity of the food allergy, 3) under what circumstances a food allergy reaction may occur, 4) whether the student requires medication on school grounds, and if so under what circumstances, how often, and at what dosage, and 5) whether additional precautions are necessary for the health and safety of the student while ~~on a school campus~~ at school.

~~Such~~ Regulations shall also mandate that school site staff identify and evaluate students on their campuses who may, based upon medically identified severe food allergies, qualify as a disabled student under Section 504 of the Rehabilitation Act (Section 504) ~~and/or~~ the Individuals with Disabilities Education Act (IDEA).

When a student is identified by a multi-disciplinary team as disabled under Section 504 and/or the IDEA, the Administration shall ensure that any agreed upon food allergy based accommodations, ~~aides~~, supports and/or services in a student's Section 504 Plan or Individualized Education Program are implemented.

Students shall not be excluded from school activities nor otherwise discriminated against, harassed, intimidated, or bullied because of their food allergy.

Any complaint of alleged noncompliance with this policy shall be addressed through appropriate district complaint procedures.

Policy
Adopted:

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

HIGH SCHOOL GRADUATION REQUIREMENTS

The state of California has established high school graduation requirements for all students. The state's prescribed course of study for students in Grades 9-12 to receive a diploma is listed in the table below (Education Code 51225.3). The [Board of Trustees](#)~~Governing Board~~ of the District has adopted graduation requirements for all students which exceed the requirements of the state of California. (Note: 10 credits equal 1 full-year course, and 5 credits equal 1 semester course.)

	CA	Class of 2017-2019 2009-11	Class of 2020 2012	Serra Class of 2020	Adult Ed Class of 2020
Subject	Credit	Credit	Credit	Credit	Credit
English	30	40	40	40	40/40/40
Mathematics	20 Algebra	20 with Algebra	30 20 with Algebra	30 20 with Algebra	30 20-with Algebra
Science	20	20	20	20	20
Social Studies	30	30	30	30	30
Visual or Performing Arts, or World Foreign Language	10	10	10	10	10
Health**		5	5	5	5
College and Career Planning		5	5	5	
Physical Education	20*	20*	20*	20*	20
Electives	* 20	75	70	35 45	55 65
High School Exit Examination		Must Pass to Graduate	Must Pass to Graduate	Must Pass to Graduate	Must Pass to Graduate
TOTAL	130	220	230 220	190	190

* Such other coursework as the [Board](#)~~governing board~~ of the ~~school~~[District](#)~~district~~ may, by rule specify.

** [A full course is not required according to education code. Specific units of study must be addressed during the high school year.](#)

The [Board](#)~~Governing Board~~ authorizes the granting of a high school diploma to any pupil who has completed the prescribed course of study for any of the following schools: (1) traditional high school, (2) continuation high school, and/or (3) adult school.

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

1. Requirements for Graduation/Traditional High School

General Conditions

- a. High school graduation is conditional upon the successful completion of the required course of study totaling a minimum of 220 semester units of work.
- ~~b. To receive a high school diploma from the Capistrano Unified School District, in addition to 1(a), students must pass the California High School Exit Examination.~~
- c. To receive a high school diploma from the District~~CUSD~~, students must maintain a satisfactory program of continued education and attend a total of eight semesters in Grades 9-12, unless application for early graduation is filed one semester in advance.

A traditional high school program includes successful completion of the following credits (recommended grade level in parentheses):

~~5 of Reading Skills Development (9) — students who score at or above grade level on the approved district reading assessment are exempt from the graduation requirement to take a course in reading during Grade 9.~~

40 of English

30 of Social Science, including:

10 World History (10)

10 U.S. History (11)

5 American Government (12)

5 Economics (12)

~~30~~20 Mathematics (9)(11) (Includes Algebra I, ~~or Algebra IA/IB or Applied Mathematics I/H~~

20 Science, including both biological and physical sciences (9)(11)

10 Fine Arts or World~~Foreign~~ Language (9)(11)

20 Physical Education (9)(11)

5 Health (9)

5 College and Career Planning (9)

Electives needed to complete a total of 220 semester units through 2019; in 2020 it will be a total of 230 semester units.

~~Students will be provided multiple flexible options to complete to Graduation Requirements for the College and Career Planning (CCP) course and the Health course. This flexibility includes the ability to take both courses over the summer through DistrictCUSD Summer School, ACCESS, Pacific Coast High School or any other accredited institution. This option is open to all students not just those with “impacted~~

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

schedules.” However, due to space limitations, students with impacted schedules ~~are~~may be given first priority.

Students may fulfill both the College and Career Planning and Health courses during the regular school year by taking the courses through CUSD APEX either before school, during Tutorial, lunch or after school (options vary by site). Additionally, students with an overall Grade point Average of 3.75 or higher may apply to opt out of CCP by completing the approved District CCP Waiver form, passing the proficiency test, to be implemented Fall 2016 and by completing the Four Year Plan. ~~Regular school year options are also available before school, during Tutorial, during lunch and after school. There will also be instances where these courses may be taken through Cal Prep. Additionally, students with an overall Eighth Grade Grade Point Average of 3.75 or higher may apply to opt out of the CCP course by completing the approved District CCP Waiver form, passing the proficiency test and by completing the Four Year Plan to be implemented Fall 2016.~~

The Superintendent or designee shall establish regulations under which the District may grant credits toward graduation for college courses and private instruction attended by District students.

The Superintendent or his designee may grant physical education credit for independent study programs. Specifically, only individual sports with national competitive rankings are eligible for consideration under this provision.

The Superintendent or designee may grant physical education credit for participation in District interscholastic athletic programs when a student has been exempted from physical education classes because of this participation and when such participation entails a comparable amount of time and physical activity.

Students using interscholastic athletics participation to fulfill physical education requirements may be graded on this participation, provided that a teacher credentialed to teach physical education supervises this participation and assigns the grade.

2. Transfers

To participate in a graduation ceremony and receive a diploma from a ~~District~~CUSD comprehensive high school, a student must be enrolled prior to the first day of the spring semester. These students must successfully complete 25 ~~District~~CUSD credits. Students who transfer in the fall semester of their senior year must successfully complete 50 ~~District~~CUSD credits.

a. Reciprocity on Graduation Requirements

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

Students in Grades 9-12 transferring to this District from schools outside of California must meet District~~CUSD's~~ graduation requirements, ~~including CAHSEE~~, in order to receive a high school diploma.

- b. Transfer credits are accepted from accredited institutions only.
 - c. Courses from the transferring district which are designated as honors courses will not receive honors credit if there is not a corresponding District~~CUSD~~ course of the same title with the same description.
 - d. Courses designated as Advanced Placement from accredited transferring districts will receive additional weighted credit, which will be computed using the following numerical value: A = 5, B = 4, C = 3, D = 1, and F = 0.
3. Requirements for Graduation/Continuation School
- a. General Conditions

The Board~~Governing Board~~ shall grant a diploma of continuation high school graduation to any pupil upon completion of the prescribed course of study including satisfactory completion of a minimum of 190 semester credits of classroom instruction and supervised learning.
 - b. Basic Requirements
 - (1) The specific subject requirements for a continuation high school diploma are identical to those required of the traditional high school. In addition to the specific subject requirements, electives are needed to complete a total of 190 semester credits.
 - (2) Students wishing to receive a continuation high school diploma must successfully complete a minimum of five credits at the continuation high school. In the event of extenuating circumstances, the Superintendent or designee, may waive this requirement.
 - (3) Requirements for Graduation/Adult School
 - a. General Conditions

The Board~~Governing Board~~ shall grant a diploma of adult high school graduation to any pupil upon completion of the prescribed course of study, including satisfactory completion of a minimum of 190 semester credits of classroom instruction and supervised learning.

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

b. Basic Requirements

- (1) The specific subject requirements for an adult high school diploma are identical to those required of the traditional high school with the exception of physical education and College and Career Planning courses. Such courses are not required for adult school graduation. In addition to the specific subject requirements, electives are needed to complete a total of 190 semester credits.
- (2) Students wishing to receive an adult school diploma must successfully complete a minimum of five credits at that adult school. In the event of extenuating circumstances, the Superintendent or designee may waive this requirement.

4. SATISFACTORY HIGH SCHOOL CREDIT MAY BE EARNED THROUGH OTHER AVENUES:

a. Juvenile Court School

The District shall accept for credit any coursework satisfactorily completed by students while detained in a juvenile court school or county or state-operated detention institution. District students who successfully complete District graduation requirements while so detained shall receive a diploma from the school they last attended.

b. Private Instruction/OnlineInternet Learning

At their discretion, the Superintendent or designee may grant credit toward high school graduation for private instruction or onlineInternet Learning, provided that:

- (1) The instruction entails fields and subjects included in the school's courses of study and curricula.
- (2) The student demonstrates his/her capabilities at the beginning and at the end of the period of private instruction or onlineInternet learning by examinations given under the school's supervision, thereby showing that the student has made progress in learning satisfactory to the school.
- (3) The AssistantDeputy Superintendent, Education, or designee has approved the curriculum and final evaluation instrument used in the private instruction or created by the online curriculum providerInternet-service provider.

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

- (4) ~~Credit earned online while the student attends District schools in Grades 9-12 is solely intended for remedial work to make up a grade of "F."~~
- (5) Credit earned at a different accredited institution ~~private high school~~ while the student attends District schools in Grades 9-12 is limited to a maximum of 10 credits annually and may only be granted if the District's summer school does not offer the course.

c. World~~Foreign~~ Language Instruction

The District shall accept for credit world~~foreign~~ language courses successfully completed in an accredited~~a~~ private school or via the online provider~~Internet~~, provided that all of the following conditions are met:

- (1) The student or parent/guardian applies in writing for the credit, specifies the private school attended or the pre-approved online~~Internet~~ provider, the amount and level of credit requested, and submits written evidence from the private school showing the student successfully completed the course.
- (2) The number of credits sought equals at least one semester's work.
- (3) The Assistant~~Deputy~~ Superintendent, Education, or designee determines that the student's achievement is equivalent to that expected of a student of comparable ability taking the same or similar instruction in a District school.
- (4) Students desiring credit in a world language course or courses through private study or via the online provider~~Internet~~ may do so if the target language is not offered at the student's home school.

d. College Courses

- (1) The individual may complete his/her high school education by attending an accredited college.
- (2) The District maintains a cooperative agreement with Saddleback College—the Concurrent College Studies Program. Under the auspices of the program, a student may enroll in one Saddleback College course per semester. Courses under this program receive high school credit as well as college credit. College courses may not be taken if the course is offered at the student's home campus. Graduation requirements, with the exception of electives, may not be taken under this program.

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

- (3) College courses will be equated to high school credits on the following basis: each semester unit of college credit is equal to three and one-third high school credits.
- (4) The student receives the same letter grade for the high school credit as is granted by the college. No additional grade point will be added if a student earns an "A" or "B" grade.

5. High School Equivalency/California High School Proficiency Examination (CHSPE)

The ~~Board Governing Board~~ desires that every student have the opportunity to earn a high school diploma through successful completion of class work and Board-approved competency tests.

The ~~Board Governing Board~~, however, recognizes that the California Legislature has provided two alternatives to the high school diploma: the General Educational Development Certificate for individuals 18 or older, and the California High School Competency

Certificate for persons 16 or older or who have been in the tenth grade for a year or who are currently enrolled in the final semester of tenth grade. These certificates may be granted by the California Department of Education (CDE) to individuals who pass performance tests established by the Department.

The principal of each school maintaining tenth, eleventh, and/or twelfth grades shall distribute to each student in those grades an announcement explaining the California High School Proficiency Examination (CHSPE) as provided under Education Code 48412. When announcements from the CDE or its contractor are received, this information shall be distributed early enough to enable interested students to register for the test.

Any person 16 or older or who has been in the tenth grade for a year or who is currently enrolled in the final semester of tenth grade may apply to have his/her proficiency in basic skills verified by examination according to criteria established by the CDE.

Any person 18 or older may take the General Educational Development Test (GED) given by the CDE in order to receive the High School Equivalency Certificate.

~~California High School Exit Examination (CAHSEE)~~

- a. ~~The Superintendent or designee shall provide notification to the parent or guardian of the pupil that each pupil completing the 12th grade will be required to successfully pass the California High School Exit Examination.~~

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

- b. ~~Each pupil shall take the CAHSEE commencing in March of the tenth grade and may take it each time the District offers the CAHSEE until all sections of the examination have been passed.~~
- c. ~~The Superintendent or designee shall provide remedial instruction for any student who does not demonstrate adequate progress toward passing the CAHSEE or fails to pass any section of the CAHSEE. This instruction may be provided before, during, or after school, during weekend sessions, or in summer school, and shall continue until the student has passed the CAHSEE or ceases to be enrolled in the district. Participation in remedial summer school instruction is required before a pupil may enroll in any enrichment component offered in summer school.~~

6 Graduation Ceremonies

- a. The ~~Board~~Governing Board does not permit nor recognize any graduation ceremony for ~~District~~CUSD students other than the ceremonies attached to graduation from high school (Grade 12); continuation school (Grade 12); or Adult/~~Community~~ Education (Grade 12).
- b. Students may participate in the graduation ceremony if:
 - (1) They qualify for a diploma by earning 220 credits through 2019; in 2020 it will be a total of 230 semester units and, meeting all graduation requirements, ~~and passing the CAHSEE, or~~
 - (2) They qualify for a Certificate of Achievement by earning 220 credits through 2019; in 2020 it will be a total of 230 semester units and meeting all graduation requirements, ~~except for passing the CAHSEE. Students must complete intervention classes and attempt to pass the CAHSEE after 10th grade unless otherwise indicated by an IEP.~~

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

Legal Reference:

EDUCATION CODE

37252 *Summer school instructional programs*
35160 *Authority of governing boards*
35160.1 *Broad authority of school districts*
35160.5 *Extracurricular and cocurricular activities, differential standards*
8645.5 *Course credit re juvenile court schools*
48400-48403 *Persons subject to compulsory continuation education*
48410 *Persons exempt from continuation classes*
48412 *Certificate of Proficiency; examination fees*
48413 *Enrollment in continuation classes*
48414 *Reenrollment in district*
48430 *Continuation education schools and classes*
48431.6 *Review and counseling of academic progress at age 16 or 10th grade*
48800-48803 *Attendance at community college; advanced education*
51220 *Areas of study; grades 7-12*
51224 *Skills and knowledge required for adult life*
51225.3 *Requirements for graduation*
51225.4 *Elementary school certification of sufficient preparation for high school*
51226 *Board review of curriculum every three years; model standards*
5124051246 *Exemptions from requirements*
51242 *Exemption from physical education for athletic program participants*
51243-51245 *Credit for foreign language private school studies*
5126051269 *Drug education*
5140051442 *Diplomas and certificates*
51740 *Authority to provide instruction by correspondence*
52508 *Diplomas or certificates (adult school)*
52510 *Requirements for eighth grade graduation (adult school)*
56000 *Education of individuals with exceptional needs*
56341 *Individualized education program team*
56345 *Elements of the IEP*
~~60850 *High School exit examination*~~
60851 *Successful completion of test for graduation*
60852 *Deferment of examination requirement for certain students*
60853 *Preparation of students for examination*

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

VEHICLE CODE

12507 Driver education

CODE OF REGULATIONS, TITLE 5

16001651 Graduation of pupils from Grade 12 and credit toward graduation

1630 Credit for college courses

1631 Credit for private instruction

1632 Credit for private school foreign language instruction

1633 Credit for correspondence instruction

1634 Credit to present or past member of the armed services

3069 Graduation

11520 Definitions

11521 Placement on pupil transcript

11522 Requirements for exemption from school attendance form

11523 Requirement to make examination announcements

11530 High School Equivalency Certificate

Policy

adopted: February 8, 1999

revised: June 12, 2000

revised: June 24, 2002

revised: August 19, 2002

revised: September 11, 2006

revised: April 21, 2008

revised: February 9, 2009

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

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

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

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

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

Priority Criteria for School Placement

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

LANGUAGE IMMERSION AND INTERNATIONAL BACCALAUREATE ADMISSIONS (continued)

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

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

Matriculation Pathways

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

LANGUAGE IMMERSION AND INTERNATIONAL BACCALAUREATE ADMISSIONS (continued)

~~Guaranteed~~ Matriculation Pathways

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

*The District has two high schools which offer International Baccalaureate programs, both [Capistrano Valley High School](#) and [San Clemente High School](#).

Home-to-School Bus Transportation

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

K -12 Program Assurances

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

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

LANGUAGE IMMERSION AND INTERNATIONAL BACCALAUREATE ADMISSIONS
(continued)

Legal Reference:

EDUCATION CODE

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

Policy

CAPISTRANO UNIFIED SCHOOL DISTRICT

Adopted:

San Juan Capistrano, California

Mandarin Immersion Program Matriculation Pathway Recommendation

April 13, 2016

Vision: An unwavering commitment to student success.



Three Options Prepared

1. Bergson to Niguel Hills Middle School pathway
2. Bergson to Aliso Viejo Middle School pathway
3. Bergeson to Fred Newhart Middle School pathway

Vision: An unwavering commitment to student success.



MIP Program Information

- Currently, there are two mandarin immersion classrooms per grade level K-3 and one classroom of 32 students at the 4th grade level at Bergeson Elementary School.
- The program currently has intent to enroll applications to fill two Kindergarten classrooms and a wait list for the fall of 2016.
- By 2020, the estimated total number of MIP students at the Middle School level would be approximately 145 students which would increase slightly as the program expands at the elementary school. If students remain in the program these are the estimated enrollment figures:
 - 61 - 6th graders
 - 52 - 7th graders
 - 32 - 8th graders

Vision: An unwavering commitment to student success.



MIP and Bergeson Program Information

English Only Enrollment Figures

K	1	2	3	4	5			
27	22	31	30	31	32			
8	28	20	30	32	33			
	9				33			
35	59	51	60	63	98	Bergeson English Only Grand Total		366
						Structured Autism Classes Total Students		21

MIP Only Enrollment Figures

K	1	2	3	4	5			
28	31	31	26					
29	31	30	26	32				
57	62	61	52	32		Bergeson MIP Grand Total		264

Total Enrollment Figures = 651

Vision: An unwavering commitment to student success.



Mandarin Immersion Program Parent Survey

- Completed November 2015 by MIP parents
 - Not 100% participation
- Survey: 41% of parents would travel 5-10 miles to attend & 31% 10-15 miles
 - Bergeson to Newhart – approximately 5 miles (2 miles from I-5)
 - Bergeson to Niguel – approximately 1.7 miles (2 miles from I-5)
 - Bergeson to Aliso Viejo – approximately 4 miles (6 miles from I-5)
- Important Criteria for consideration:
 - I-5 Freeway access
 - Ease of drop off and pick-up
- Geographical location:
 - Majority of students (46%) live in Laguna Niguel / Aliso Communities
 - Roughly 34% live to north or east of Bergeson (Laguna Beach, Torrance, Tustin, Coto, Newport, Trabuco Canyon, Lake Forest, Laguna Hills, RSM, Irvine, Ladera, Mission Viejo)
 - Roughly 20% live to south (San Clemente, Dana Point, Capo Beach, San Juan Cap)

City	Students
Laguna Niguel	79
Aliso Viejo	43
San Clemente	26
Ladera Ranch	24
Mission Viejo	17
Dana Point / Capo Beach	14
San Juan Capistrano	13
Irvine	9
Rancho Santa Margarita	9
Laguna Hills	8
Lake Forest	8
Trabuco Canyon	6
Corona Del Mar / Newport Bch	3
Coto De Caza	2
Tustin	2
Torrance	1
Laguna Beach	1
Total	265

Middle School MIP – proposed program offerings

- In 6th grade, the program will offer Mandarin in History/Social Studies, Science and Mandarin Language Arts.
- In 7th grade, the program will offer Mandarin in History/Social Studies and Mandarin Language I.
- In 8th Grade, the program will offer one Mandarin Language II.

Bergeson to Niguel Hills Middle School

Option 1:

- Staffing: Additional staff could be utilized to offer other electives or content sections within the regular master schedule.
- Scheduling: some scheduling restrictions :
 - The Mandarin language arts class could be offered as a standalone section
 - Currently zero period is offered only to 8th grade students for PE – to expand more zero period offerings would require additional section costs.
- Facility: The facility has 3 available classrooms at this time as well as the capacity now and in the future to offer this additional program with the adjustment to currently used classrooms.
- Enrollment: NHMS is at 1184. Although capacity is 1499, students do not come in groups of 35 hence often there is capacity for more students but not always the rooms necessary to accommodate all the programs.
- **Feeder High School: Dana Hills High School – near to at capacity**

Bergeson to Aliso Viejo Middle School

Option 2:

- Staffing: Additional staff could be utilized to offer other electives or content sections within the regular master schedule.
- Scheduling: some scheduling restrictions
 - Currently only offer 3 zero period options for PE, ELD and study skills; additional zero period sections would need to be funded if to provide more elective options
- Facility: The facility has no available classrooms at this time.
- Enrollment: AVMS is at 1055. Although capacity is 1246, students do not come in groups of 35 hence often there is capacity for more students but no available classrooms necessary to accommodate the program over the course of the next 3 years.
- Feeder High School: Aliso Niguel High School is at capacity and all rooms utilized.

Bergeson to Fred Newhart Middle School

Option 3:

- Staffing: Additional staff could be utilized to offer other electives or content sections within the regular master schedule.
- Scheduling: Fewer Scheduling restrictions and more elective options available:
 - The Mandarin language arts class could be offered as a standalone section
 - Currently zero period is offered at 6th & 8th grade levels (providing MIP Students scheduling options such as Band, etc)
 - Has the option to open additional zero period offerings to afford an additional elective to students
- Facility: The facility has available classrooms as well as the capacity now and in the future to offer this additional program.
- Enrollment: FNMS is at 1145 with the capacity of 1545. Newhart could become a Language Immersion type academy option within the District potentially drawing in enrollment to a school that has some enrollment decline over the next five years.
- Feeder High School: Capo Valley High School – has great capacity

Recommendation:

- Fred Newhart Middle School is the most ideal placement for the MIP program. The school has the capacity, the necessary administrative support, has the ability to provide additional sections as needed (with additional funding), offers access to a variety of electives at all levels, and is geographically located for ease of access. The placement would also still allow the opportunity for program growth. Newhart feeds into Capo Valley High School whereby both general education and Mandarin students will matriculate together maintaining relationships and connectivity to their programs. Capo Valley High School is the ideal high school for scheduling, capacity and location for the programs matriculation pathway.
- For the fidelity of the Mandarin Immersion Program, staff recommends the program remains at Bergeson and matriculates to Fred Newhart Middle School and Capistrano Valley High School.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 13, 2016

**CONSIDERATION OF MATRICULATION PATTERN FOR THE
MANDARIN IMMERSION PROGRAM**

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

This agenda item presents a proposal for matriculation pathway for the Mandarin Immersion Program (MIP). This exhibit only addresses the MIP program as the other program pathways have been approved. The following explanation outlines the data, variables and factors that should be considered when determining the matriculation pathway for MIP. The proposed matriculation pathways have been determined based on the high school attendance boundaries, projected enrollment figures, new housing development enrollment estimates, as well as the enrollment geographical trends of MIP families. The potential future fiscal costs include but are not limited to additional staff, additional sections, materials and professional development for alignment of the instructional program.

Staff did a complete analysis of 3 options:

1. Bergeson to Niguel Hills Middle School pathway
2. Bergeson to Aliso Viejo Middle School pathway
3. Bergeson to Fred Newhart Middle School pathway

Currently, there are two MIP classrooms per grade level K-3 and one classroom of 32 students at the 4th grade level at Bergeson elementary school. The program currently has intent to enroll applications to fill two Kindergarten classrooms and a wait list for the fall of 2016. By 2020, the estimated total number of MIP students at the Middle School level would be approximately 145 students which would increase slightly as the program expands at the elementary school. Below is current estimated middle school enrollment figures through 2020 assuming existing students remain in the program:

- 61 - 6th graders
- 52 - 7th graders
- 32 - 8th graders

Bergeson Current 2015-2016 Current Enrollment Figures:
English Only classes

K	1	2	3	4	5		
27	22	31	30	31	32		
8	28	20	30	32	33		
	9				33		
35	59	51	60	63	98	Bergeson English Only Grand Total	366
Structured Autism Classes Total Students							21

MIP Only classes

K	1	2	3	4	5		
28	31	31	26				
29	31	30	26	32			
57	62	61	52	32		Bergeson MIP Grand Total	264

Total Enrollment: 651

Bergeson 2016 Projections & New Development Enrollment Figures

The 2016 enrollment projections in the table below includes those students that reside in the new housing developments as well as the addition of two new portables to Bergeson. Based on the figures, Bergeson has the capacity to maintain two classes per grade level in the MIP program as well as enroll students from the new housing developments. The anticipated increase in enrollment via the housing developments will begin in 2018 and level off peaking at 84 students in 2021.

Grade	2015	2016	2017	2018	2019	2020	2021
K	93	89	85	86	88	90	91
1	121	98	93	94	95	95	95
2	112	121	98	99	100	99	97
3	110	114	120	103	104	103	101
4	94	111	113	124	107	106	105
5	96	96	111	117	128	109	108
Subtotals:	626	629	620	623	622	602	597
Pct Chg:	5.20%	0.50%	-1.40%	0.50%	-0.20%	-3.20%	-0.80%
SDC:	21	21	21	21	21	20	20
Totals:	647	650	641	644	643	622	617
Capacity:	637	698	698	698	698	698	698
Open Seats:	-10	48	57	54	55	76	81

FINACIAL AND PROGRAMATIC CONSIDERATIONS

Issue to Consider	Niguel Hills Middle School	Aliso Viejo Middle School	Fred Newhart Middle School
	Mandarin	Mandarin	Mandarin
Professional Development	No additional professional development required other than new staff introduction to adopted curricula.	No additional professional development required other than new staff introduction to adopted curricula.	No additional professional development required other than new staff introduction to adopted curricula.
Staffing	<p>In 6th grade, the program will offer MIP in History/Social Studies, Science and Mandarin Language Arts course.</p> <p>In 7th grade, the program will offer MIP in History/Social Studies and Mandarin Language Arts course.</p> <p>In 8th Grade, the program will offer a Mandarin Language Arts course.</p> <p>Impact on current staffing ratio with projected enrollment: (.2 FTE = 1 section; 1FTE = 5 sections)</p> <p>NHMS does not have a BCLAD-Mandarin credentialed teacher. One current teacher with a multiple subject credential will be surplusd to hire the BCLAD multiple subject teacher. Funded through general funds</p> <p>One teacher needed for one section of science \$20,000 annually (this is for year 1 only)</p>	<p>In 6th grade, the program will offer MIP in History/Social Studies, Science and Mandarin Language Arts course.</p> <p>In 7th grade, the program will offer MIP in History/Social Studies and Mandarin Language Arts course.</p> <p>In 8th Grade, the program will offer a Mandarin Language Arts course.</p> <p>Impact on current staffing ratio with projected enrollment: (.2 FTE = 1 section; 1FTE = 5 sections)</p> <p>AVMS does not have the BCLAD-Mandarin credentialed teacher. One current teacher with a multiple subject credential will be surplusd to hire the BCLAD multiple subject teacher. Funded through general funds</p> <p>One teacher needed for one section of science \$20,000 annually (this is for year 1 only)</p>	<p>In 6th grade, the program will offer MIP in History/Social Studies, Science and Mandarin Language Arts course.</p> <p>In 7th grade, the program will offer MIP in History/Social Studies and Mandarin Language Arts course.</p> <p>In 8th Grade, the program will offer a Mandarin Language Arts course.</p> <p>Impact on current staffing ratio with projected enrollment: (.2 FTE = 1 section; 1FTE = 5 sections)</p> <p>FNMS does not have the BCLAD-Mandarin credentialed teacher. One current teacher with a multiple subject credential will be surplusd to hire the BCLAD multiple subject teacher. Funded through general funds</p> <p>One teacher needed for one section of science \$20,000 annually (this is for year 1 only)</p>
Electives	<p>Presently Niguel offers the following number of elective sections:</p> <ul style="list-style-type: none"> 37 general elective sections 	<p>Presently Aliso offers the following number of elective sections:</p> <ul style="list-style-type: none"> 36 general elective sections 	<p>Presently Newhart offers the following number of elective sections:</p> <ul style="list-style-type: none"> 41 general elective sections
Schedule	<ul style="list-style-type: none"> Currently zero period is 	<ul style="list-style-type: none"> Currently offer 3 sections 	<ul style="list-style-type: none"> Currently zero period is

Issue to Consider	Niguel Hills Middle School	Aliso Viejo Middle School	Fred Newhart Middle School
Constraints / Zero Period	<p>offered for PE funded for 8th grade students only and is funded by the general fund</p> <ul style="list-style-type: none"> Open to additional zero period offerings to afford an additional elective to students 1 section = \$20,000/annually If zero period was opened to 6th and 7th graders, the site would need to explore making this option for more than just the dual immersion students, strictly as a matter of equity. The site would need more zero period sections than they could support with their regular sections. 	<p>of zero period- PE 8, ELD 1, Study Skills</p>	<p>offered for PE, funded from the general fund</p> <ul style="list-style-type: none"> The site has capacity to add additional zero period offerings to afford an additional elective to students 1 section = \$20,000/annually
Feeder Pattern	<p>Schools that feed into NHMS: Crown Valley Hidden Hills Malcom Moulton George White</p> <p>NHMS feeds into DHHS</p> <p>DHHS has stable enrollment</p>	<p>Schools that feed into AVMS: Bergeson Crown Valley Laguna Niguel Moulton Oak Grove</p> <p>AVMS feeds into ANHS</p> <p><i>ANHS is impacted</i></p>	<p>Schools that feed into FNMS: Bathgate Castille Hankey Reilly Viejo</p> <p>FNMS feeds into CVHS</p> <p>CVHS is declining in enrollment</p>
Facility	<p>The site has 3 classrooms available next year to support the MIP Middle School program.</p> <p>There is room for additional students, although rooms currently used for PE, ASB, office space, etc would need to be moved or repurposed to accommodate the growth.</p>	<p>Currently every classroom is in use.</p> <p>The site is impacted, the additional students with the MIP program will create potential constraints to the site's facility and course offerings</p>	<p>No impact – site has available classrooms to support the MIP Middle School program.</p>
Current Enrollment	1184	1055	1145
Capacity	1499	1246	1545
Administration	1 Principal	1 Principal	1 Principal

Issue to Consider	Niguel Hills Middle School	Aliso Viejo Middle School	Fred Newhart Middle School
and program oversite	1.5 Assistant Principal 1 counselor <u>Special Education Population:</u> <ul style="list-style-type: none"> Two STEPs programs, requires administrative oversight for IEP and other related follow up 	1 Assistant Principal 1 counselor	1.5 Assistant Principal 1 counselor <u>Special Education Population</u> <ul style="list-style-type: none"> Two STEPs programs, requires administrative oversight for IEP and other related follow up
*Transportation	Currently has three Gen. Ed. buses and three Special Education buses that service NHMS.	Currently has two buses that service AVMS.	Currently has three Gen. Ed. buses and two Special Education buses that service FNMS
Total Estimated Costs for additional sections at 6 th , 7 th and 8 th grades	\$60,000	\$60,000	\$60,000

Niguel Hills MS 2016 Projections

Niguel Hills MS

Grade	2015	2016	2017	2018	2019	2020	2021
6	361	410	343	327	300	307	286
7	391	363	415	347	331	302	308
8	398	396	369	421	353	334	304
Subtotals:	1150	1169	1127	1095	984	943	898
Pct Chg:	-1.5%	1.7%	-3.6%	-2.8%	-10.1%	-4.2%	-4.8%
SDC:	29	29	28	28	25	24	23
Totals:	1179	1198	1155	1123	1009	967	921
Capacity:	1499	1499	1499	1499	1499	1499	1499
Open Seats:	320	301	344	376	490	532	578

Aliso Viejo MS 2016 Projections

Aliso Viejo MS

Grade	2015	2016	2017	2018	2019	2020	2021
6	319	378	341	312	296	312	281
7	360	320	380	346	318	299	314
8	375	364	326	388	355	322	303
Subtotals:	1054	1062	1047	1046	969	933	898
Pct Chg:	-2.6%	0.8%	-1.4%	-0.1%	-7.4%	-3.7%	-3.8%
SDC:	0	0	0	0	0	0	0
Totals:	1054	1062	1047	1046	969	933	898
Capacity:	1246	1246	1246	1246	1246	1246	1246
Open Seats:	192	184	199	200	277	313	348

Fred Newhart MS 2016 Projections

Grade	2015	2016	2017	2018	2019	2020	2021
6	378	359	351	327	328	282	286
7	386	372	355	346	323	326	280
8	433	387	374	357	348	325	327
Subtotals:	1197	1118	1080	1030	999	933	893
Pct Chg:	-4.4%	-6.6%	-3.4%	-4.6%	-3%	-6.6%	-4.3%
SDC:	29	27	26	25	24	23	22
Totals:	1226	1145	1106	1055	1023	956	915
Capacity:	1545	1545	1545	1545	1545	1545	1545
Open Seats:	319	400	439	490	522	589	630

**note: projections are estimated figures at a snap shot in time; site enrollment can change daily. Also, at this time, there are no new housing developments within the Newhart boundaries.*

Geographical Considerations:

The request to have the mandarin program placed in a location that is accessible and geographically convenient for ease of access is highly desirable. Criteria to be considered is the ease of drop-off and pick-up as well as convenient access to Interstate 5. Current families participating in the Mandarin program live in the following areas (this data was provided by report developed by the Friends of MIP Executive Board):

Based on this report, the majority of students 46% live in Laguna Niguel / Aliso Communities. Over 34% live to north and/or east of Bergeson Elementary School in Laguna Beach, Torrance, Tustin, Coto de Caza, Newport, Trabuco Canyon, Lake Forest, Laguna Hills, Rancho Santa Margarita, Irvine, Ladera Ranch, Mission Viejo

City	Students
Laguna Niguel	79
Aliso Viejo	43
San Clemente	26
Ladera Ranch	24
Mission Viejo	17
Dana Point / Capo Beach	14
San Juan Capistrano	13
Irvine	9
Rancho Santa Margarita	9
Laguna Hills	8
Lake Forest	8
Trabuco Canyon	6
Corona Del Mar / Newport Bch	3
Coto De Caza	2
Tustin	2
Torrance	1
Laguna Beach	1
Total	265

and nearly 20% live to the south of Bergeson Elementary School in San Clemente, Dana Point, Capo Beach, San Juan Capistrano. A middle school located in a central to northern location would be strategically located to serve the majority of the participating population. Both Niguel and Newhart Middle Schools are approximately two miles from freeway access.

Fred Newhart Middle School is the most ideal placement for the MIP program. The school has the capacity, the necessary administrative support, has the ability to provide additional sections as needed (with additional funding), offers access to a variety of electives at all levels, and is geographically located for ease of access. The placement would also still allow the opportunity for program growth. Newhart feeds into Capo Valley High School whereby both general education and Mandarin students will matriculate together maintaining relationships and connectivity to their programs. Capo Valley High School is the ideal high school for scheduling, capacity and location for the programs matriculation pathway.

STAFF RECOMMENDATION

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

For the fidelity and success of the Mandarin Immersion Program, staff recommends the program remains at Bergeson Elementary School and matriculates to Fred Newhart Middle School and Capo Valley High School.

IMMUNIZATION REQUIREMENTS FOR SCHOOL ENTRY

To protect the health of all students and staff and to curtail the spread of infectious diseases, the Board of Trustees shall cooperate with state and local public health agencies to encourage and facilitate immunization of all District students against preventable diseases.

~~The California Health and Safety Code requires that all students be fully immunized against diphtheria, pertussis (whooping cough), tetanus, poliomyelitis, measles, mumps, and rubella in the manner and with immunization agents approved by the state department prior to their first admission to a district school. Students entering kindergarten after August 1997 shall have Hepatitis immunizations prior to school entry.~~

Each student enrolling for the first time in an elementary or secondary school, preschool, or child care and development program or, after July 1, 2016, enrolling in or advancing to grade 7 shall present an immunization record from any authorized private or public health care provider certifying that he/she has received all required immunizations in accordance with the age/grade and dose required by the California Department of Public Health, against the following diseases:

1. Measles, mumps, and rubella (MMR)
2. Diphtheria, tetanus, and pertussis (whooping cough) (DTP, DTaP, or Tdap)
3. Poliomyelitis
4. Hepatitis B
5. Varicella (chickenpox)
6. Haemophilus influenza type b (Hib meningitis)
7. Any other disease designated by the California Department of Public Health.

~~Students who have met all immunization requirements shall be allowed to enroll and attend class. Students who have not met all legal immunization requirements must do so and provide appropriate documentary proof of required immunization before being allowed to attend class.~~

Exemptions

~~Parents or legal guardians may submit a statement of medical exemption from their healthcare provider or sign a personal beliefs exemption in lieu of immunization.~~

Students shall be excluded from school or exempted from immunization requirements only as allowed by law:

1. A licensed physician indicates that a student should be exempted for medical reasons.
2. A student who, prior to January 1, 2016, submitted a letter or affidavit, on file at a California private or public elementary or secondary school, child care center, day nursery, nursery school, family day care home, or development center, stating beliefs opposed to immunization shall be allowed enrollment until the pupil enrolls in the next grade span.

IMMUNIZATION REQUIREMENTS FOR SCHOOL ENTRY (continued)

Grade span is defined as each of the following: birth to preschool; kindergarten and grades 1-6, inclusive, including transitional kindergarten; and, grades 7 to 12, inclusive.

3. A student is enrolled in independent study and does not receive classroom-based instruction.

Conditional Enrollment

The Superintendent or designee may conditionally admit a student with documentation from an authorized health care provider providing one of the following:

1. The student has received some but not all required immunizations and is not due for any vaccine dose at the time of admission.
2. The student has a temporary exemption from immunization for medical reasons.

The Superintendent or designee may conditionally admit a student without documentation from an authorized health care provider under the following conditions:

1. Homeless children and foster youth must be immediately enrolled even if they are unable to produce records normally required for enrollment, including medical records.
2. Children of military families must be allowed 30 days from the date of enrollment to obtain required immunizations.
3. A transfer student may be conditionally admitted for up to 30 school days while his/her immunization records are being transferred from the previous school. If these records do not arrive within 30 school days, the student shall be excluded from school until the required immunizations have been administered.
4. A student who qualified for an individualized education program (IEP), unless otherwise exempt, shall be fully immunized in accordance with Health and Safety Code 120335 and this regulation. However, the district shall continue to implement the student's IEP and shall not prohibit the student from accessing any special education and related service required by his/her IEP regardless of whether the student is fully immunized.

Records

The Superintendent or designee shall record each new entrant's immunizations in the California School Immunization Record and retain it as part of the student's mandatory permanent student record. The District staff shall maintain the confidentiality of immunization records and may disclose such information to state and local health departments only in accordance with law.

IMMUNIZATION REQUIREMENTS FOR SCHOOL ENTRY (continued)

Legal Reference:

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 5112.1 - Exemptions from Attendance)

(cf. 5112.2 - Exclusions from Attendance)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5148 - Child Care and Development)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

EDUCATION CODE

44871 Qualifications of supervisor of health

46010 Total days of attendance

48216 Immunization

48853.5 Immediate enrollment of foster youth

48980 Required notification of rights

49403 Cooperation in control of communicable disease and immunizations

49426 Duties of school nurses

49701 Flexibility in enrollment of children of military families

51745-51749.6 Independent study

HEALTH AND SAFETY CODE

120325-120380 Immunization against communicable disease, especially:

120335 Immunization requirement for admission

120395 Information about meningococcal disease, including recommendation for vaccination

120440 Disclosure of immunization information

CODE OF REGULATIONS, TITLE 5

430 Student records

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

UNITED STATES CODE, TITLE 42

11431 Equal educational access of homeless children

11432 Immediate enrollment of homeless children

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

Policy

adopted: August 18, 1997

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano , California

PROMOTION/ACCELERATION/RETENTION

The Board of Trustees expects students to progress through each grade within one school year. To accomplish this, instruction should accommodate the varying interests and growth patterns of individual children and include strategies for providing extra attention or assistance when needed.

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement which are established by the Board ~~of Trustees~~.

Progress toward high school graduation shall be based on the student's ability to pass the subjects and electives necessary to earn the required number of credits. The student must also meet the minimum proficiency requirements set by the Board ~~of Trustees~~.

Kindergarten

Children five years ~~of age~~ old or older who have completed one year of an accredited kindergarten program may be admitted to first grade, in accordance with Board Policy 5111, Age of Admission. (Education Code §48010 and §48011)

First Grade Acceleration

A child enrolled in kindergarten may be admitted to the first grade at the discretion of the principal and upon determination that the child is ready for first grade work. Admission shall be subject to the following minimum criteria: (Code of Regulations, Title 5, §200)

1. The child is at least five years of age.
2. The child has attended a public school kindergarten for a long enough time to enable school personnel to evaluate his/her ability and conduct a Student Study Team (SST) meeting in order to make a determination.
3. The child is in the upper five percent of his/her age group in terms of general academic ability.
4. The physical development and social/emotional maturity of the child are consistent with his/her advanced academic ability.
5. The parent/guardian of the child has submitted a written request statement with the District approving the placement in first grade.

PROMOTION/ACCELERATION/RETENTION (continued)**Acceleration: Grades 1-8**

Acceleration is possible when high academic achievement is evident with recommendation from the SST. However, the student's social and emotional growth shall be taken into consideration before placing him/her in a higher grade.

Retention: K-8

When a student is being considered for retention or is identified as being at risk for retention, the principal or designee and site team shall provide opportunities for remedial instruction to assist the student in overcoming his/her academic difficulties. Such opportunities will be developed through the SST intervention plan.

Consideration for Retention by Parent

Parent requests for retention must be initiated 21 calendar days prior to the last of day of the school year ~~prior to June 1st of the current school year~~. When a parent/guardian believes that retention is necessary to meet his/her child's needs, he/she shall ask the principal to schedule a SST meeting to consider the child's academic, social, and emotional performance. The parents are invited to participate in the SST meeting. An Individual Educational Program (IEP) meeting will be convened in place of an SST for special education students.

Consideration for retention consists of the following steps:

1. Collection and summary of data which describe the student's behavior and academic progress.
2. Review of the student's developmental history.
3. Review of the student's prior school history, if applicable.
4. Review and updating of medical data as needed.
5. Determination of present cognitive and emotional status by the SST.

Upon completion of the study, the principal or designee will conduct a SST meeting to include the teacher(s), and parent(s)/guardian(s) to review the information and render a decision. The team's recommendation regarding the retention request will be documented in the SST.

PROMOTION/ACCELERATION/RETENTION (continued)**Late Parent Requests for Retention**

For retention requests received after the 21st calendar day prior to the final day of the school year June 1st or after, the child will matriculate to the next grade level and must attend school while the team evaluates the parent's request. The student will be placed in their matriculated grade level until the SST process has been completed and a decision has been made. An SST meeting will be convened within the first 30 days of the new school year. An IEP meeting will be convened in place of an SST for special education students. The parent protocol for requesting an IEP meeting will be followed. The SST or IEP team will then complete the retention evaluation ~~per Board Policy 5122~~ and document their written findings and decision.

Parent Appeal Process

Once the SST or IEP has been conducted and a decision rendered, parents who disagree with the school's decision will be provided an opportunity to an appeal. ~~(§48070.5)~~ Parents requesting an appeal may be referred to the Superintendent, or designee, who shall make the final decision.

Notification of Potential Failure

When it becomes evident to a student's teacher that ~~a~~such student is in danger of failing a course, the teacher shall: arrange a conference with the student's parent/guardian, call the student's parent/guardian and/or send the parent/guardian a written report. (Education Code §49067)

In the event a teacher notifies a parent/guardian of the potential failure of a student over the telephone, the telephone call should be documented and a written failure notice should also be sent in the mail. Notices of students being in danger of failing should generally be mailed to any student in grade 6-12 who is earning a "D" or "F" grade during the progress reporting date of each grading period.

Interventions

Prior to retention in middle school, students who are at risk of retention, as evidenced by significant classroom failure, shall be provided the opportunity to participate in interventions programs, if such programs have been funded.

High School Progress

Upon entering high school, students will have eight consecutive semesters to complete the required number of credits and courses for a high school diploma. The student must also meet minimum proficiency requirements in basic skills as set by the Board and the State of California.

PROMOTION/ACCELERATION/RETENTION (continued)

Special Needs Students

All elementary, middle, and high school students enrolled in special education programs must meet the promotion requirements stated in his/her IEP.

Legal Reference:

EDUCATION CODE

37252-37253 Summer School

46300 Method of computing ADA

48011 Admission on completing kindergarten; grade placement of pupils coming from other districts

48070-48070.5 Promotion and retention

48431.6 Required systematic review of students and grading

51215 Proficiency standards in basic skills

51216 Assessment of pupil proficiency

51217 Withholding diploma (high school)

51218 Separate proficiency standards

56345 Elements of individualized education plan

60641-60647 Standardized Testing and Reporting Program

60648 Minimum performance levels

CODE OF REGULATIONS, TITLE 5

200-202 Admission and exclusion of students

~~*Management Resources:*~~

~~*CDE PROGRAM ADVISORIES*~~

~~*06121.89-06123.89 Educating Young Children: Next Steps in Implementing the School Readiness Task Force Report*~~

~~*0916.91 Retention of Students in Elementary & Middle Grades, CIL 91/92-02*~~

~~*CDE MANAGEMENT ADVISORIES*~~

~~*0900.90 Changes in Law concerning eligibility for Admission to Kindergarten 90-10*~~

Policy

adopted: August 18, 1997

revised: March 8, 1999

1st correction: November 8, 1999; 2nd correction December 8, 1999

revised: June 27, 2012

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

GIFTS, GRANTS AND BEQUESTS

~~The Governing Board may accept any bequest or gift of money or property on behalf of the District.~~

~~To be acceptable, a gift must satisfy the following criteria:~~

- ~~1. — Not add to workload of District employees.~~
- ~~2. — Not begin a program which the Board would be unwilling to continue when the donated funds are exhausted.~~
- ~~3. — Not entail undesirable or hidden costs.~~
- ~~4. — Place no restrictions on the school program.~~
- ~~5. — Not be inappropriate or harmful to the best education of students.~~
- ~~6. — Not imply endorsement of any business or product.~~
- ~~7. — Not conflict with any provision of the school code or public law.~~
- ~~8. — Have a purpose consistent with those of the District.~~

~~Gift books and instructional materials shall be accepted only if they meet regular District criteria.~~

~~The Board fully supports athletic and academic programs and competitions as an extension of the educational program. If schools wish to augment District funded positions, it will be permissible to seek donations from parents/guardians or private donors. Gift money will be accepted for stipend payment for cocurricular activities but will not be accepted to pay for the primary employment of employees.~~

~~Upon acceptance of funds/equipment by the District, all monies will be deposited into a District-based account. These discrete accounts will be established for each school site and will be monitored by the school principal.~~

~~All gifts, grants and bequests shall become school District property.~~

~~The Board will make every effort to follow the donor's wishes insofar as they do not conflict with District policies or operations.~~

~~The Superintendent or designee may provide additional guidelines in regards to technical specifications of donated computers and related equipment.~~

~~Legal Reference: (see next page)~~

GIFTS, GRANTS AND BEQUESTS

The Board of Trustees may accept any gift, grant, or bequest of money, property, or service to the District from any individual, private agency or organization, or other public agency that desires to support the District's educational program. While greatly appreciating suitable donations, the Board shall reject any gift which may directly or indirectly impair its authority to make decisions in the best interest of District students or its ability or commitment to provide equitable educational opportunities.

(cf. 0100 - Philosophy)

(cf. 0200 - Goals for the School District)

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

(cf. 1260 - Educational Foundation)

Before accepting any gift, grant, or bequest, the Board shall carefully consider any conditions or restrictions imposed by the donor to ensure their consistency with the District's vision, philosophy, and operations. If the Board believes the District will be unable to fully satisfy the donor's conditions, the gift shall not be accepted.

(cf. 0000 - Vision)

In addition, the Board shall ensure that acceptance of the gift, grant, or bequest does not:

1. Involve creation of a program which the Board would be unable to sustain when the donation is exhausted
2. Entail undesirable or excessive costs
3. Promote the use of violence, drugs, tobacco, or alcohol or the violation of any law or District policy

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

Any gift of books and instructional materials shall be accepted only if they meet regular District criteria for selection of instructional materials.

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

All gifts, grants, and bequests shall become District property. At the designee's discretion, a gift may be donated on behalf of a particular school.

When any gift of money received by the District is not immediately used, it shall be placed in the county treasury in accordance with law. (Education Code 41030-41031)

GIFTS, GRANTS AND BEQUESTS

Appreciation

The Board may show appreciation for any donation to the District in any manner it deems appropriate. Such appreciation may take the form of letters of recognition or Board resolutions; plaques, commendations, or awards; planting of commemorative trees or gardens; or naming or renaming of buildings, grounds, or facilities. Conferment of any such honor shall be in accordance with applicable Board policy.

(cf. 1150 - Commendations and Awards)

(cf. 7310 - Naming of Facility)

Legal Reference:

EDUCATION CODE

1834 Acquisition of materials and apparatus

35160 Powers and duties

35162 Power to sue, be sued, hold and convey property

41030 School district may invest surplus monies from bequest or gifts

41031 Special fund or account in county treasury

41032 Authority of school board to accept gift or bequest; investments

41035 Advisory committee

41036 Function of advisory committee

41037 Rules and regulations

41038 Applicability of other provisions of chapter

Legal Reference:-

EDUCATION CODE

1834 Acquisition of materials and apparatus

35162 Power to sue, be sued, hold and convey property

41030 School District may invest surplus monies from bequest or gifts

41031 Special fund or account in county treasury

41032 Authority of school board to accept gift or bequest; investments; gift of land requirements

Policy

adopted: February 26, 1996

revised: December 10, 2007

revised:

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

~~EXPENDITURES/EXPENDING AUTHORITY~~

~~The Governing Board shall establish and maintain an adequate reserve.~~

~~(cf. 3100 Budget)~~

~~The Governing Board authorizes the Superintendent or designee to purchase supplies, materials and equipment, conduct routine repair, enter into service agreements and contracts below the bid limits for work to be done in accordance with state law. However, no contract made by a designated employee is valid or enforceable unless it has been approved or ratified by the Governing Board. Such purchases shall not exceed the limits imposed by law. All such transactions shall be reviewed by the Board every 60 days. (Education Code 17605)~~

~~(cf. 3310 Purchasing Procedures)~~

~~(cf. 3311 Soliciting Prices (Bids and Quotations))~~

~~(cf. 3312 Contracts)~~

~~Legal Reference:-~~**~~EDUCATION CODE~~**

~~17605 Delegation of authority to purchase supplies and equipment~~

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

~~33128 Standards and criteria; inclusions~~

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

~~35010 Control of District; prescription and enforcement of rules~~

~~35035 Powers and duties of superintendent~~

~~35272 Educational and athletic materials~~

~~39656 Delegation of powers to agents; liability of agents~~

~~39873 Purchase of perishable foodstuffs and seasonal commodities~~

~~41010 Accounting system~~

~~41014 Requirement of budgetary accounting~~

~~PUBLIC CONTRACT CODE~~

~~20111 Contracts over \$15,000 for work and over \$21,000 for materials or supplies; award to lowest responsible bidder~~

Policy _____ **CAPISTRANO UNIFIED SCHOOL DISTRICT**

Adopted: _____ San Juan Capistrano, California

EXPENDITURES AND PURCHASES

The Board of Trustees recognizes its fiduciary responsibility to oversee the prudent expenditure of District funds. In order to best serve District interests, the Superintendent or designee shall develop and maintain effective purchasing procedures that are consistent with sound financial controls and that ensure the District receives maximum value for items purchased. He/she shall ensure that records of expenditures and purchases are maintained in accordance with law.

(cf. 3000 - Concepts and Roles)

(cf. 3100 - Budget)

(cf. 3350 - Travel Expenses)

(cf. 3400 - Management of District Assets/Accounts)

(cf. 3460 - Financial Reports and Accountability)

(cf. 9270 - Conflict of Interest)

Expending Authority

The Superintendent or designee may purchase supplies, materials, apparatus, equipment, and services up to the amounts specified in Public Contract Code 20111, beyond which a competitive bidding process is required. The Board shall not recognize obligations incurred contrary to Board policy and administrative regulations.

(cf. 3311 - Bids)

(cf. 3312 - Contracts)

The Board shall review all transactions entered into by the Superintendent or designee on behalf of the Board every 60 days. (Education Code 17605)

The Superintendent or designee may authorize an expenditure which exceeds the budget classification allowance against which the expenditure is the proper charge only if an amount sufficient to cover the purchase is available in the budget for transfer by the Board.

(cf. 3110 - Transfer of Funds)

District funds shall not be expended for the purchase of alcoholic beverages. (Education Code 32435)

Purchasing Procedures

Insofar as possible, goods and services purchased shall meet the needs of the person or department ordering them at the lowest price consistent with standard purchasing practices. Maintenance costs, replacement costs, and trade-in values shall be considered when determining the most economical purchase price. When price, fitness, and quality are equal, recycled products shall be preferred when procuring materials for use in District schools and buildings.

(cf. 3314.2 - Revolving Funds)

EXPENDITURES AND PURCHASES (continued)

(cf. 3440 - Inventories)

(cf. 3511.1 - Integrated Waste Management)

All purchases shall be made by formal contract or purchase order or shall be accompanied by a receipt. In order to eliminate the processing of numerous small purchase orders, the Superintendent or designee may create a "blanket" or "open" purchase order system for the purchase of minor items as needed from a vendor. He/she shall ensure that the "open" purchase order system details a maximum purchase amount, the types of items that can be purchased under this order, the individuals authorized to approve purchases, and the expiration date of the "open" order.

Legal Reference:

EDUCATION CODE

17604 Delegation of powers to agents; approval or ratification of contracts by governing board

17605 Delegation of authority to purchase supplies and equipment

32370-32376 Recycling paper

32435 Prohibited use of public funds, alcoholic beverages

35010 Control of district; prescription and enforcement of rules

35035 Powers and duties of superintendent

35160 Authority of governing boards

35250 Duty to keep certain records and reports

38083 Purchase of perishable foodstuffs and seasonal commodities

41010 Accounting system

41014 Requirement of budgetary accounting

GOVERNMENT CODE

4330-4334 California made materials

PUBLIC CONTRACT CODE

3410 U.S. produce and processed foods

20111 Contracts over \$50,000; contracts for construction; award to lowest responsible bidder

Policy
revised: June 14, 1999
revised:

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California



EXHIBIT 27
Page 1 of 15

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Proposition 39 – The Clean Energy Jobs Act Comprehensive Summary Report



Presented by: Dan Whitaker, Capistrano USD
Marc Starkey, Schneider Electric

Life Is On

Schneider
Electric

Wildly Important Goals (WIGs)

Teaching and Learning

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

Communications

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

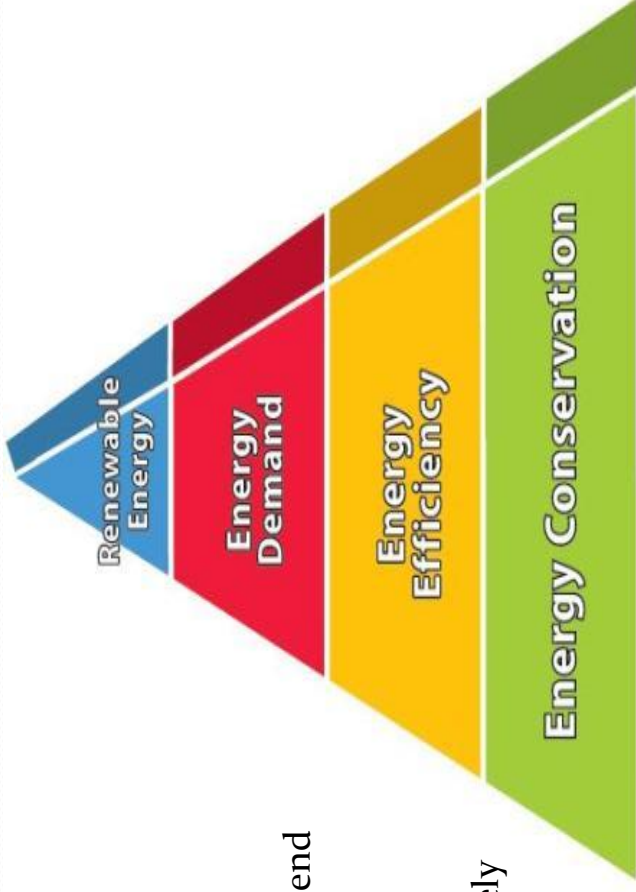
Facilities

- Optimize facilities and learning environments for all students.



Building an Energy Master Plan

- There is no cheaper energy than the energy never used
- Energy efficiency can be costly but pays dividends throughout your infrastructure
- Managing demand effectively reduces your monthly spend and impacts the rate at which you buy electricity
- Generating energy can have both economical and environmental advantages if implemented appropriately



The Energy Pyramid by Dr. Dennis Buffington, Penn State University



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

Vision: An unwavering commitment to student success.

Life Is On

Schneider
Electric

Know where you are... and where you want to go

- ✓ Energy audits and assessments
- ✓ Benchmarking
- ✓ Cost/Square Foot, Usage or KWh/Square Foot, Energy Use Index
- ✓ Historical rate trend analysis
- ✓ Integration, future capital improvement or energy efficiency projects

As a result...the more energy you conserve in your District, the smaller (and less expensive) the other three pyramid steps will be.



Mission: To prepare our students to meet the challenges of a rapidly changing world.
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Life Is On

Schneider
Electric

Focus on first two steps of the Energy Pyramid

Conservation and Efficiency

- LED Lighting – Internal and External
- HVAC Controls/WIFI Thermostats
- Athletic Pool Efficiencies
- Behavioral and Process Improvements



Going After the Lowest Hanging Fruit:

Lighting Retrofit

Regardless of the other energy projects planned or within a project, lighting has some of the largest benefits of all Energy Saving Measures.

- Typically requires a large investment – therefore must be master planned and a standard set
- Easy to measure: Before vs After
- Quick payback/Return on Investment is immediate (usually less than 5 years)
- Instant curb appeal...noticeable improvements
- Scientific evidence shows that it improves the learning environment
- Contains the most rebate and incentive programs



Going After the Lowest Hanging Fruit:

Controls – Programmable Thermostats

70% of current District sites do not have control or an Energy Management System.

- Provide HVAC, Lighting, Utilities, etc. when staff and students need it, but then shuts it off when buildings and rooms are unoccupied
- Typically requires a large investment – Therefore must be master planned and a standard set
- More difficult to measure: Requires buy In from administration and staff
- Removes waste and redirects utility dollars back into our general fund
- Has a few rebate and incentive programs
- Almost guarantees that equipment is not running during largest times of potential unoccupancy..
- Before school, after school, nights, weekends, holidays, breaks, summer, etc.

Going After the Lowest Hanging Fruit:

Athletic Pool Efficiencies

The District has eight swimming pools.

- Pool covers can save up to \$50k per Olympic sized swimming pool
- Those savings mainly come from reduced evaporation, motor run time, heat and chemical loss, maintenance
- Very small investment – Very large return (Energy Savings)
- Has a few rebate and incentive programs
- Has an immediate impact on utility savings, but the key is someone has to be in charge of it
 - ❖ Students/Athletes
 - ❖ Coaches
 - ❖ Community Members



Going After the Lowest Hanging Fruit:

Behavioral and Process Improvement

Giving everyone what they need, when they need it....but when areas are unoccupied, we shut them down.

- Never sacrificing the comfort, safety, security or the mission/vision of the District
- Establishing an agreed set of Energy Policies and Guidelines (rules of the road)
- Can save up to 20% of our utility spend
- Qualifies for State and National recognition/awards
- Demonstrates good stewardship of the tax payers dollars and our natural resources
- Redirects utility dollars back into the classroom learning environment
- Barely noticeable, but can have a huge impact on what we are paying on our monthly utility bill:
 - ❖ Computer shutdown software
 - ❖ Keeping doors closed
 - ❖ De-lamping or limiting the amount of overnight lighting in operation
 - ❖ School breaks and summer shutdowns



Capistrano Unified School District

Utility Usage

➤ \$10.8M in Electricity

➤ \$360K in Natural Gas

➤ \$1.6M in Water/Sewer

➤ Avg. High School Utility Spend - \$650K

➤ Avg. Middle School Utility Spend - \$250K

➤ Avg. Elementary School Utility Spend - \$100K



Proposition 39 – Clean Energy Jobs Act

Facts and Figures

Purpose:

- 5 -year Initiative
- Create California Jobs
- Reduce Energy Consumption for CA K-12 and Community Colleges
 - Facilitated by the California Energy Commission (CEC)
 - In order to receive the funding, a school district must submit an expenditure plan that meets all guidelines and savings investment ratio (SIR) of 1.05

District Allocation:

- Planning Money already obtained - \$629,370
 - Year 1 - \$2,097,901
 - Year 2 - \$1,829,324
 - Year 3 - \$1,651,437
 - Estimated Allocation for Year 4 and Year 5 is \$1.6M each

Mission: To prepare our students to meet the challenges of a rapidly changing world.
Vision: An unwavering commitment to student success.

6 pages



Proposition 39 – Energy Saving Projects

Where are we today...Implementation Timeline

- Hired Schneider Electric as our Prop 39 partner
- Design and Development Stage for 3 years of funding
 - Lighting
 - Controls
 - Pools
 - Behavioral
- Targeted to submit our first Expenditure Plan in June 2016
- Start construction in July 2016



Proposition 39 – Energy Saving Projects

Additional Benefits to Accomplish

- Reduce Demand/Energy Usage (10% goal)
- Create a standard for HVAC, lighting, controls, etc.
- Obtain substantial savings and additional funding
 - Utility Provider Incentives (SCE and SDGE)
 - Rebates
 - Programs
 - Partners
 - Energy Savings
- PR/Communications Campaign – Telling the Capistrano USD story
- Enhanced Learning Environments/Student Engagement

Mission: To prepare our students to meet the challenges of a rapidly changing world.
Vision: An unwavering commitment to student success.

6/14/15



Questions and Comments



Thank You!



CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1516-41

**CONVEY AN EASEMENT TO THE CITY OF SAN CLEMENTE
FOR VERDE PARK**

WHEREAS, the City of San Clemente (City) has requested that the Capistrano Unified School District (District) dedicate an easement to City upon a portion of the School District's San Clemente High School site (Easement). A legal description and map depicting the location of the Easement are attached hereto as Exhibits "A" and "B," respectively, which are incorporated herein;

WHEREAS, the District desires to provide the Easement to City for installing and maintaining landscaping, hardscaping, vegetation, irrigation and related improvements consistent with use as a public park, pursuant to the terms and conditions set forth in the Grant of Easement attached hereto as Exhibit "C" and incorporated herein;

WHEREAS, on March 9, 2016, the District's Board of Trustees (Board) in a regular open meeting by at least two-thirds vote of all its members adopted Resolution No. 1516-40 (the Resolution) declaring its intention to dedicate the Easement;

WHEREAS, in accordance with Education Code § 17557 *et. seq.*, the District's Board fixed March 23, 2016 for a public hearing (Public Hearing) upon the question of making the dedication of the Easement to City; and

WHEREAS, the District posted copies of the Resolution, signed by the Board, in three (3) public places within the District's boundaries not less than ten (10) days before the Public Hearing, and published once, not less than five (5) days before the public hearing in a newspaper of general circulation published in the District, then a newspaper published in the county which has a general circulation in the District; and

WHEREAS, the District opened the public hearing on March 23, 2016, received comments, and then continued the hearing until April 13, 2016; and

WHEREAS, the Board then re-opened the continued public hearing, and provided and additional opportunity for comments from the public.

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

Section 1. The above recitals are true and correct.

Section 2. At the Public Hearing opened on March 23, 2016, and continued until April 13, 2016, in accordance with Education Code § 17556 *et. seq.*, the Board provided an opportunity for public comment on the question of whether the District should convey the City the Easement, and the Board has considered any and all comments made or received at such time.

Section 3. The Board hereby authorizes the conveyance to the City of the Easement in the manner and form set forth in Exhibit “C.” The Board hereby authorizes the President of the Board or the Superintendent to execute and deliver the Easement to the City.

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

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District on April 13, 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 April 13, 2016, by a roll call vote.

Martha McNicholas
Clerk of the Board of Trustees

Kirsten M. Vital
Superintendent
Secretary of the Board of Trustees

EXHIBIT "A"
LEGAL DESCRIPTION OF THE EASEMENT

(ATTACHED ON THE FOLLOWING (2) PAGES)

EXHIBIT "A"
PARK EASEMENT
LEGAL DESCRIPTION

PARCEL A

THAT PORTION OF THE LAND DESCRIBED IN THE GRANT DEED, IN THE CITY OF SAN CLEMENTE, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED MARCH 14, 1962 AS INSTRUMENT NO. 9632 IN BOOK 6038, PAGE 213, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 80 OF TRACT NO. 8597, PER MAP FILED IN BOOK 344, PAGES 7 THROUGH 11, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE GENERALLY WESTERLY LINE OF LOT 85 OF SAID TRACT NO. 8597 SOUTH 32°50'37" EAST, 279.61 FEET TO AN ANGLE POINT;

THENCE CONTINUING ALONG SAID GENERALLY WESTERLY LINE SOUTH 22°04'42" WEST, 96.90 FEET;

THENCE LEAVING SAID GENERALLY WESTERLY LINE NORTH 32°55'39" WEST, 28.85 FEET;

THENCE NORTH 25°25'47" EAST, 9.83 FEET;

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THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°37'47" AN ARC LENGTH OF 118.82 FEET;

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THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°36'25" AN ARC LENGTH OF 50.99 FEET;

THENCE NORTH 42°30'15" WEST, 32.87 FEET TO THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID LOT 80;

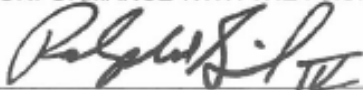
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THE ABOVE DESCRIBED PARCEL CONTAINS 17,114 SQUARE FEET OR 0.393 ACRES,
MORE OR LESS.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF
WAY, AND EASEMENTS OF RECORD, IF ANY.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A
PART HEREOF.

THIS DOCUMENT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN
CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



RALPH W. GUIDA, IV, P.L.S. 7076

7/17/15

DATE



EXHIBIT "B"
MAP OF THE EASEMENT

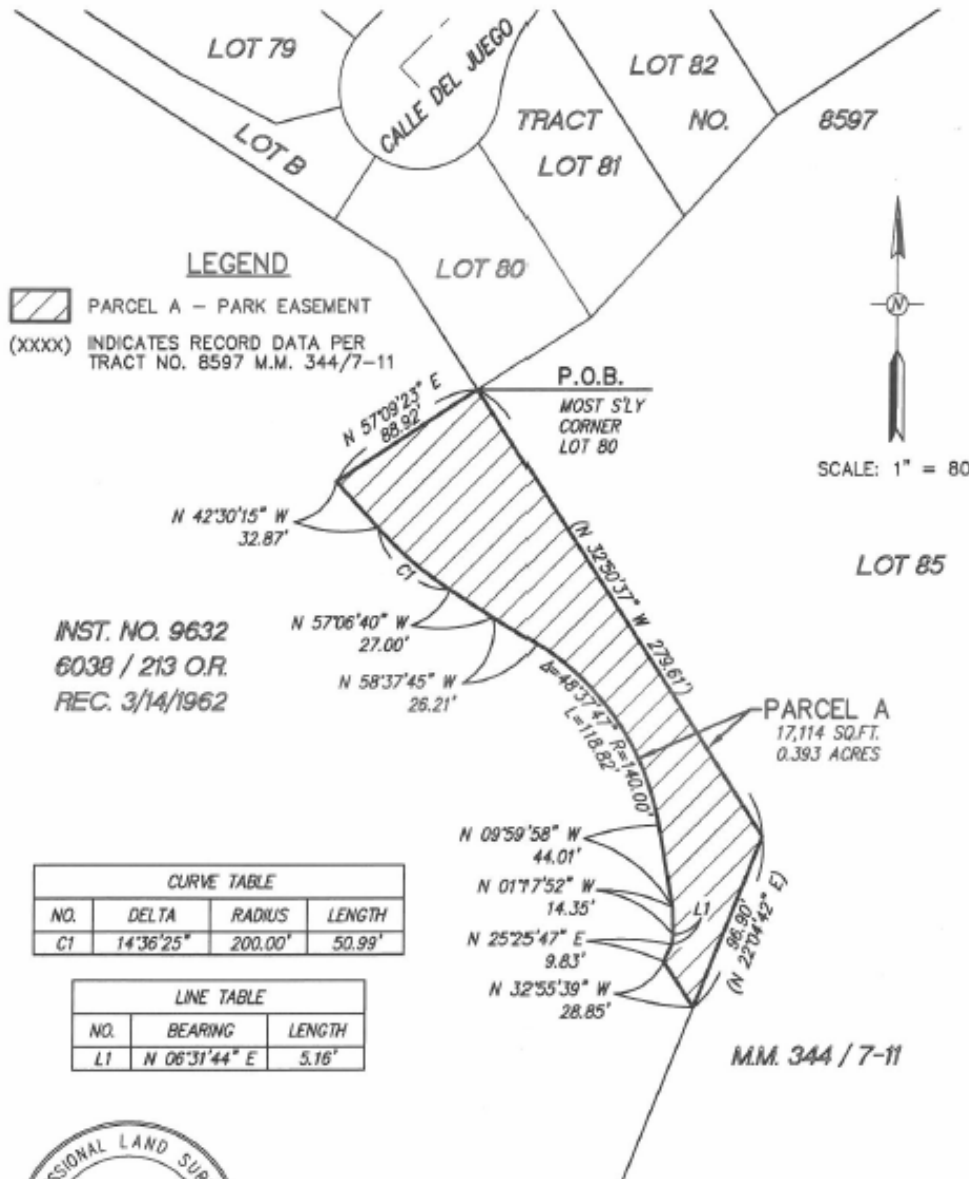
(ATTACHED ON THE FOLLOWING PAGE)

PLAT TO ACCOMPANY
LEGAL DESCRIPTION

EXHIBIT "B" PARK EASEMENT

IN THE CITY OF SAN CLEMENTE
COUNTY OF ORANGE, STATE OF CALIFORNIA

SHEET 1 OF 1 SHEET



PREPARED BY ME OR UNDER MY DIRECTION:

Ralph W. Guida, IV 7/17/15
RALPH W. GUIDA, IV DATE
P.L.S. 7076

EXHIBIT "C"
EASEMENT GRANT DEED

(ATTACHED)

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

City of San Clemente
100 Avenida Presidio
San Clemente, CA 92672
Attn: City Manager

With a copy to:

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attention: Executive Director- Facilities

(Above Space for Recorder's Use Only)

The undersigned grantor(s) declare(s):
This conveyance is exempt from the payment of a
documentary transfer tax pursuant to Revenue and
Taxation Code Section 11922.

This document is being recorded for the benefit of
the CITY OF SAN CLEMENTE and is exempt
from the payment of a recordation fee pursuant to
Government Code Section 6103.

GRANT OF EASEMENT

THIS GRANT OF EASEMENT ("Easement") is made and entered into and to be performed in San Clemente, California, between the CAPISTRANO UNIFIED SCHOOL DISTRICT, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California, hereinafter referred to as "Grantor" and THE CITY OF SAN CLEMENTE, a California municipal corporation, hereinafter referred to as "Grantee."

RECITALS

WHEREAS, Grantor is the owner of certain real property located at 189 Avenida La Cuesta, San Clemente, CA 92672 and 700 Avenida Pico, San Clemente, CA 92673 and referred to as Orange County Assessor's Parcel No. 690-541-01 and 690-541-02 ("Grantor's Property"); and

WHEREAS, Grantee is the owner of certain real property located at 301 Calle Escuela, San Clemente, CA 92672 and referred to as Orange County Assessor's Parcel No. 690-282-14 ("Grantee's Property"), which is adjacent to the Grantor's Property; and

WHEREAS, Grantee desires to obtain from Grantor and Grantor is willing to grant a non-exclusive easement over a portion of Grantor's Property for the purposes of, at the Grantee's sole expense, installing and maintaining new and existing landscaping, hardscaping, vegetation, irrigation and related improvements consistent with use as a public park, as more particularly described in the description and map depiction attached hereto and incorporated herein as Exhibits "A" and "B" respectively (the "Easement Area"). The Easement Area is referred to in Exhibits "A" and "B" as the Park Easement.

AGREEMENT

In consideration of the mutual covenants and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

GRANT OF EASEMENT. Grantor does hereby grant to Grantee, to the extent Grantor has any right, title or interest in the Easement Area, a non-exclusive easement to be used by Grantee at the Grantee's sole expense and discretion, for installing and maintaining new and existing landscaping, hardscaping, vegetation, irrigation and related improvements consistent with use as a public park. The aforementioned Easement shall include, without limitation and at Grantee's sole discretion, the authority to prune, trim, or otherwise maintain existing trees, as necessary to maintain the Easement for public park purposes. Any trimming, pruning, or removal of, or other maintenance to, healthy and mature trees shall be limited to that necessary to maintain the Easement area for public park or safety purposes, and shall not be performed for any other purposes. To the extent Grantee considers the removal of any healthy, mature, or scenic trees, Grantee shall comply with the applicable requirements of the California Environmental Quality Act. This Easement is subject to all existing easements, covenants, conditions, and restrictions recorded against Grantor's Property.

TERM AND TERMINATION. This Easement is granted for a term of thirty (30) years from the date of recordation of this Easement. In the event, however, Grantor determines, by way of a formal action by its Board of Trustees, that the area of the Easement is needed for school purposes, including, but not limited to school classroom or playing field or recreational purposes, Grantor may terminate this Easement upon ninety (90) days written notice to Grantee, after which Grantor and Grantee shall have no further obligations under this Easement.

In the event Grantee materially defaults on any of its obligations hereunder, including specifically its obligations to maintain the Easement area in a manner reasonably sufficient for community public park uses, Grantor may deliver to Grantee a written notice of default, stating with specificity the nature of Grantee's default relative to its obligations under this Easement. If Grantee has not cured the default within thirty (30) days after receipt of the notice of default, or, in the event it is reasonably agreed between the parties that it is not feasible to cure the breach within thirty (30) days and efforts to provide such cure are not commenced within thirty (30) days of such notice and thereafter continuously and diligently pursued, Grantor may terminate this Easement effective immediately upon receipt by Grantee of Grantor's written notice of termination.

LIMITATIONS ON EASEMENT. It is understood and agreed that this Easement does not constitute a conveyance of a fee interest in Grantor's Property or of the minerals therein and

thereunder, but grants only the limited easement as provided in Paragraph 1 above. The Easement granted herein is on an “AS-IS” basis and Grantor makes no representation or warranty of any kind, express or implied, regarding the condition of the Grantor’s Property or the Easement Area, the suitability of the Easement Area for Grantee’s intended use or as to any matter. Grantor retains for its successors and assigns all rights and uses that do not unreasonably interfere with the use of the rights granted herein to Grantee.

GRANTEE’S OBLIGATIONS. Grantee shall conduct its activities on the Easement Area in a safe, good and workmanlike manner, to avoid causing any damage to, or interference with, any activities and improvements on or near the Easement Area or any adjacent property owned by the Grantor. Grantee shall comply with all laws, ordinances, rules, and regulations applicable to Grantee’s use of the Easement Area. Grantee, including its contractors, shall comply with requirements of state law regarding fingerprinting and background checks, if applicable. Grantee shall maintain said landscaping, hardscaping, vegetation, irrigation and related improvements consistent with use as a public park in good condition and repair.

INDEMNITY. Grantee shall be responsible for, and Grantor shall not be answerable or accountable in any manner for any liability, loss, damage, expense, or costs (including without limitation costs and fees of litigation and attorney fees) by reason of any damage or injury to person or property, or both, arising out of the acts of Grantee, its agents, officers, employees, contractors, guests or invitees (collectively “Grantee”), or resulting from Grantee’s activities on the Easement Area or from any cause whatsoever arising out of or in connection with this Easement or Grantee’s discretion hereunder, or any other use or operations on the Easement Area. Grantee shall indemnify and defend Grantor, its directors, officers, agents, employees, and invitees against and will hold and save them and each of them harmless from any and all actions, claims, liens, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with Grantee’s activities on or discretion relative to the Easement Area, this Easement, and any other use of and operations on the Easement Area pursuant to this Easement, whether or not there is concurrent passive negligence on the part of Grantor, its agents, employees or officers, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole active negligence or willful misconduct of Grantor. In connection therewith:

(i) **Actions Filed.** Grantee shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys’ fees incurred in connection therewith.

(ii) **Judgments Rendered.** Grantee shall promptly pay any judgment rendered against Grantee or Grantor covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations on the Easement Area referred to herein and agrees to save and hold Grantor harmless therefrom.

(iii) **Costs and Expenses; Attorneys’ Fees.** In the event Grantor is made a party to any action or proceeding filed or prosecuted against Grantee for such damages or other

claims arising out of the use of and operations on the Easement Area referred to herein, Grantee agrees to pay Grantor any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees.

The provisions of this Section 5 shall survive the termination or expiration of this Easement.

INSURANCE. Grantee agrees to maintain in full force and effect throughout the duration of the Easement a suitable policy or policies of automobile liability insurance, workers' compensation and employer's liability insurance, and comprehensive general liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with Grantee's use, including use by Grantee's agents, officers, employees, contractors, guests and invitees, of the Easement Area under this Easement in an amount acceptable and approved by the Grantor. All insurance required under this Easement shall be issued by a company or companies lawfully authorized to do business in California as admitted carriers, and shall be primary and non-contributory. In lieu of commercial insurance, Grantee shall retain the right to self-insure all or any portion of its insurance obligations herein. Grantor shall be designated as an additional named insured. Prior to entry, Grantee shall provide Grantor with Certificates of Insurance, as well as additional insured endorsements naming Grantor as an additional insured at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions are used. A waiver of subrogation shall be provided for the workers' compensation and employer's liability coverage. Said insurance shall be maintained in a manner sufficient to provide coverage for Grantee's indemnification obligations set forth in Section 5 of this Easement. Grantee shall at minimum require any of its contractors or subcontractors, performing work within the Easement Area, to provide insurance coverage sufficient to meet the requirements of this Section 6. At the Grantee's option, Grantee may self-insure the insurance coverages as required above.

SUCCESSORS, MISCELLANEOUS. The terms and provisions of this Easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of Grantor and Grantee. Grantee shall not assign, transfer or convey any of its rights and/or obligations under this Easement. This Easement shall remain in effect until it is released by Grantor and Grantee by recordable instrument. This Easement contains the entire agreement between the parties relating to the rights granted herein and the obligations assumed hereby and may only be modified by a written agreement executed by all parties hereto and recorded in the official records of the County of Orange.

NOTICE. Any notice which a party is required or may desire to give the other shall be in writing and shall be sent either (a) by United States registered or certified mail, return receipt requested, postage prepaid, or (b) by a generally recognized overnight carrier providing proof of delivery. Any such notice shall be addressed to a party at the party's address appearing below. Any party may change its address for notice at any time by written notice in accordance with this paragraph 8.

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

Attention: Executive Director- Facilities

CITY OF SAN CLEMENTE
100 Avenida Presidio
San Clemente, CA 92672
Attn: City Manager

ATTORNEY'S FEES. In the event any action or suit is brought by a party against another party by reason of the breach of any of the covenants or agreements set forth in this Easement or any other dispute between the parties concerning this Easement, each party shall be responsible for its own attorney's fees and costs.

GOVERNING LAW. This Easement shall be governed and construed in accordance with the laws of the State of California.

AUTHORITY. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Easement and that such execution is binding upon the entity or which he or she is executing this document

HEADINGS. The headings of this Easement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Easement.

SEVERABILITY. If any paragraph, section, sentence, clause or phrase contained in the Easement shall become illegal, null or void, against public policy, or to otherwise unenforceable, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining paragraphs, sections, sentences, clauses or phrases contained in the Easement shall not be affected thereby.

WAIVER. The waiver of any breach of any provision hereunder by Grantor or Grantee shall not be deemed to be a waiver of any preceding or subsequent breach hereunder. No failure or delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Easement this _____ day of _____, 2016.

CAPISTRANO UNIFIED SCHOOL
DISTRICT

Its _____

CITY OF SAN CLEMENTE

Its _____

PLEASE NOTARIZE ALL SIGNATURES

EXHIBIT "A"
PARK EASEMENT
LEGAL DESCRIPTION

PARCEL A

THAT PORTION OF THE LAND DESCRIBED IN THE GRANT DEED, IN THE CITY OF SAN CLEMENTE, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED MARCH 14, 1962 AS INSTRUMENT NO. 9632 IN BOOK 6038, PAGE 213, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 80 OF TRACT NO. 8597, PER MAP FILED IN BOOK 344, PAGES 7 THROUGH 11, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

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THENCE CONTINUING ALONG SAID GENERALLY WESTERLY LINE SOUTH 22°04'42" WEST, 96.90 FEET;

THENCE LEAVING SAID GENERALLY WESTERLY LINE NORTH 32°55'39" WEST, 28.85 FEET;

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THENCE NORTH 09°59'58" WEST, 44.01 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 140.00 FEET;

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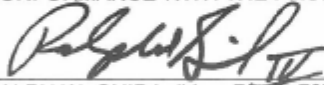
THENCE ALONG SAID SOUTHWESTERLY PROLONGATION NORTH 57°09'23" EAST, 88.92 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 17,114 SQUARE FEET OR 0.393 ACRES,
MORE OR LESS.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF
WAY, AND EASEMENTS OF RECORD, IF ANY.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A
PART HEREOF.

THIS DOCUMENT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN
CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



RALPH W. GUIDA, IV, P.L.S. 7076

7/17/15

DATE

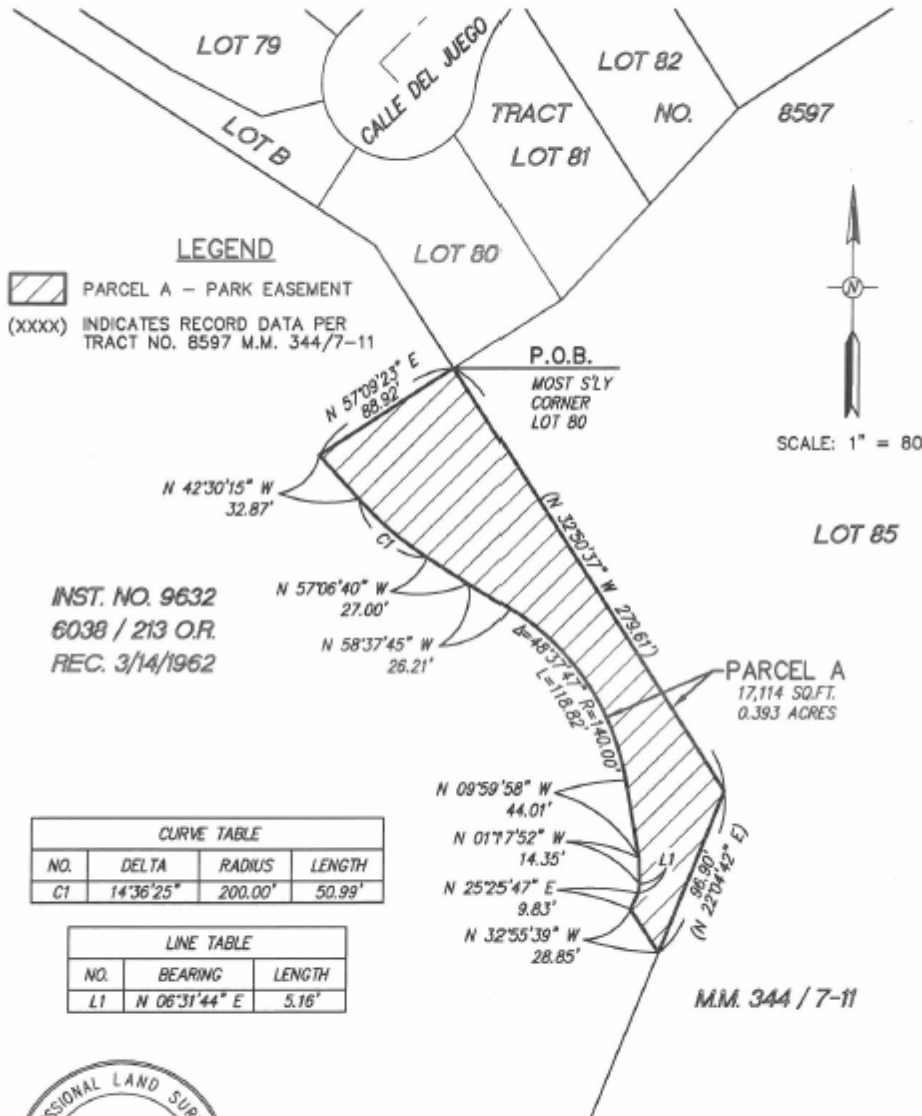


PLAT TO ACCOMPANY
LEGAL DESCRIPTION

EXHIBIT "B" PARK EASEMENT

SHEET 1 OF 1 SHEET

IN THE CITY OF SAN CLEMENTE
COUNTY OF ORANGE, STATE OF CALIFORNIA



CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	14°36'25"	200.00'	50.99'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N 06°31'44" E	5.16'



PREPARED BY ME OR UNDER MY DIRECTION:

Ralph W. Guida, IV
RALPH W. GUIDA, IV
P.L.S. 7076

7/17/15

DATE

CAPISTRANO UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 1516-50

Resolution of the Board of Trustees to Deny

The Charter Petition of the Global Business Academy with Conditions

WHEREAS, on or about February 5, 2016, Ryan Cummins submitted a petition and supporting documentation to the Capistrano Unified School District (“District”) for the grant of a charter (“Petition”) to establish the “Global Business Academy” (“GBA”);

WHEREAS, on February 24, 2016, in accordance with Education Code section 47605, subdivision (b), the District’s Board of Trustees (“Board”) held a public hearing on the provisions of the charter to determine the level of support for the Petition by teachers employed by the school district, other employees of the school district, and parents;

WHEREAS, the Petition came before the Board for final action on March 23, 2016, in accordance with Education Code section 47605, subdivision (b);

WHEREAS, on March 23, 2016, the Board adopted Resolution No. 1516-49 which stated the Board would approve GBA’s Petition if GBA worked with District staff to address substantial deficiencies with GBA’s Petition and also satisfied 42 enumerated conditions; and,

WHEREAS, on March 24, 2016, GBA through its counsel formally advised the District in writing that GBA was unwilling to satisfy or accept the 42 enumerated conditions; and,

WHEREAS, because GBA is unwilling to even meet with District staff to discuss the substantial deficiencies with its Petition, for the reasons previously articulated and again set forth below, the Superintendent is left with no alternative but to recommend denial of the Petition.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Board, having fully considered and evaluated the Petition, and further considered GBA’s unwillingness to address the substantial deficiencies with its Petition as identified by District staff, hereby denies the Petition.

BE IT FURTHER RESOLVED AND ORDERED that the Board hereby determines the denial of the Petition is supported by the following specific facts:

FINDINGS OF FACT REGARDING THE ELEMENTS PRESCRIBED BY LAW

1. Educational Program. [Ed. Code, § 47605, subd. (b)(5)(A).]

(A) Curriculum and Instruction. The District has significant concerns regarding GBA's proposed curriculum and instructional program as it is presented in the Petition. The findings of fact set forth below are intended to direct GBA to portions of the Petition that must be redrafted.

(1) The Petition presents eight "key components" that comprise GBA's instructional program: The P21 Partnership for 21st Century Learning, Webb's Depth of Knowledge, Project Based Learning, Service Based Learning, Curriculum & Instructional Planning Based on Understanding by Design Model by Wiggins & McTighe, Flipped Classroom Model, Entrepreneurial Curriculum and Technology Infused Learning and Classrooms. While any one of these methodologies may independently have instructional benefit, it is unlikely that so many different approaches used in the manner set forth in the Petition would in fact benefit students.

(2) GBA states that it intends to utilize a "flipped classroom" model that relies heavily on technology. On pages 29 and 37, the Petition states that students who do not have Internet access at home "may stay at school and access their lessons during school hours, within their Advisory period or after school." According to the Bell Schedule on page 85 of the Petition, the Advisory period for grades 6-8 is only 20 minutes. The only other times available to students "during school hours" are the 15 minute nutrition period or the 30 minute lunch break. Therefore, students without Internet access at home would either have to forego their nutrition, lunch and Advisory periods and/or stay after school to access their lessons. This model cannot be realistically implemented and would place undue hardship on those students.

(3) On page 14 of the Petition, GBA states that "our curriculum goes beyond Common Core State Standards and California Content Standards...Through our partnership with UC Irvine, A-G classes and additional requirements (Classes required to be UC eligible) courses will be offered," but on page 57 of the Petition, it states "GBA strongly advises all students to complete the A-G requirements at the CSU level, and offers a course sequence that allows all students to meet the UC recommended levels." There is a material discrepancy between GBA's stated mission and its implementation.

(4) On page 35 of the Petition, GBA states that it "will encourage all students to take computer programming and coding classes as well as exposure to hardware and software technology." It is unclear whether GBA will be offering these courses itself, or whether it will recommend that students take them from a different provider outside of school hours. Neither the "Course of Study" for grades 6-12 set forth on page 56 nor the "GBA High School Course Curriculum" provided on pages 62-64 includes this information. Page 63 merely indicates that GBA will offer an AP Computer Science course.

(5) The middle school Course of Study presented on page 56 of the Petition demonstrates a traditional separation of science instruction that is inconsistent with GBA's expressed intention to provide an environment that allows for "[i]ntegrated and cross-curriculum study." (Petition, p. 13.) In September 2013, the State Board of Education adopted the Next

Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve (“CA NGSS”). GBA specifically states that its curriculum “goes beyond Common Core State Standards and California Content Standards and integrates an entrepreneurial thematic approach that ties the separate disciplines together into studies of the physical universe, the world of nature, and the human experience.” (Petition, p. 14.) Given its expressed intentions, it is unworkable for GBA to implement a traditional science sequence rather than a more integrated approach such as that presented by the CA NGSS.

(6) GBA presents a lengthy high school course curriculum on pages 62-64 of the Petition, but it is unclear whether those are online courses or whether they will be taught in a classroom with a teacher. GBA has not provided sufficient detail regarding its plan for offering such a large selection of courses.

(7) GBA’s high school course curriculum on pages 62-64 of the Petition references the ability of students to take languages such as French or Spanish, but Mandarin is required to graduate. It is unclear how students will be able to meet all other mandated criteria for UC admission and study another language while also complying with the Mandarin requirement.

(8) The Petition discusses its planned use of Acellus courses on pages 70-72, but it is unclear how expansive the course offerings for original credit will be. Additionally, although GBA states that it intends to utilize its Acellus courses as part of its Response to Intervention (“RTI”), they are not referenced on the schematic of the “RTI scale as implemented at GBA” presented on page 104 of the Petition.

(9) English Learners. Overall, the Petition demonstrates a lack of understanding of services for English Learners (“EL”) and about language acquisition in general. For example, the Petition fails to provide information as to how GBA will comply with state and federal regulations for identification, program placement, assessment, progress monitoring, English Language Development (“ELD”) instruction or reclassification. Additionally, the section devoted to English Learners provides only general, nonspecific information. The course of study for grades 9-12 on pages 62-64 does not list ELD. ELD should be taught at all grade levels for EL students. It must be the core instruction for EL students, rather than a separate intervention or after school class. Further, ELD should be taught at the students’ language levels, rather than at their grade levels. It would be detrimental to an EL student to be forced to learn Mandarin, if it is not the student’s primary language, while at the same time learning English as a second language. The four categories identified at the bottom of page 92 demonstrate a lack of understanding of ELs, as the labels are unrelated to students’ language levels, but rather are deficit-oriented. On page 95, the Petition references an English Learner Master Plan, but it is not clear whether GBA will follow the District’s Master Plan for English Learners or whether it will develop its own. On page 160, the Petition states that “California English Language Development Test (CELDT/ELPAC) is a powerful diagnostic assessment of Spanish students’ reading abilities. The system provides an effective means of comparing students’ first language Spanish abilities with their developing second language English reading skills, enabling parents and teachers to best exploit those Spanish

reading skills to further develop English reading skills.” Students are not identified as “Spanish students,” and the CELDT is administered initially to all potential EL and annually to all students identified as EL. The student’s primary language is not a factor.

(10) Special Education. On page 109 of the Petition, GBA states that “[t]he specific manner in which special education and related services will be provided and funded shall be set forth in a Memorandum of Understanding (“MOU”), delineating the respective responsibilities of GBA and the District, which MOU shall be executed at least six (6) months prior to the commencement of operation, or as otherwise agreed upon by the parties.” (Emphasis in original.) GBA states on page 6 of its Petition that its scheduled opening date is August 15, 2016. That date is less than five months away, and GBA will have insufficient time to enter into such an MOU absent an agreement by the District to do so on shortened time. Additionally, GBA states that it will comply with all applicable laws regarding the implementation of IEPs, but does not include a description as to how it will do so. Further, it incorrectly places responsibility for planning for, scheduling and conducting IEP meetings on the District rather than on itself. On page 109, GBA states that it shall remain, by default, a public school of the District for purposes of special education pursuant to Education Code section 47641, subdivision (b), but that it “reserves the right to make written verifiable assurances that the Charter School shall become an independent LEA and join a SELPA pursuant to Education Code Section 47641(a) either on its own or with a grouping of charter school LEAs as a consortium.” However, the Petition does not provide any specific information regarding GBA’s application and/or status in joining a SELPA or identify a timeframe for prior written notice, if any, that will be given to the District before it makes that election. The Petition does not describe GBA’s specific plan to operate as its own LEA for special education if that election is later exercised. On page 116, GBA includes a section entitled “Special Education Strategies for Instruction and Services,” but it does not include any detail about processes that will be followed.

(11) Section 504. GBA includes a section discussing Section 504 of the Rehabilitation Act on pages 116-117 of the Petition, but does not include a procedure for when parents disagree with the Section 504 team’s eligibility decision and/or Section 504 implementation. Parents should know what their rights are and must be given the contact information for the Office of Civil Rights, as that office is responsible for ensuring school compliance with Section 504. While the Petition acknowledges that GBA will be “solely responsible for its compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act,” it fails to include any information regarding how GBA will resolve any complaints arising from those responsibilities. It fails to specify the procedures GBA will follow in handling complaints filed under Section 504, fails to designate the staff member(s) who will be responsible for handling such complaints and fails to provide any timelines for handling such complaints. These procedures are important, because while the District would be responsible for handling complaints filed under the IDEA, GBA would be solely responsible for handling complaints brought under Section 504 and/or the ADA. Additionally, GBA states that its Section 504 plans will be reviewed annually, but does not specify how they will be tracked and does not mention a reevaluation requirement that must occur every three years. Further, eligibility for Section 504 services must be clearly defined as a physical or mental impairment, meaning any

physiological disorder or condition or any mental or psychological disorder which substantially impacts one or more major life activities. The Petition does not identify any major life activity other than “learning.” Finally, the Petition states on page 117 that the final determination of whether the student will or will not be identified as a person with a disability is made by the Section 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. Parents should be invited to attend Section 504 meetings rather than simply receiving a letter stating whether or not their child qualified.

(B) References to a “Partnership” with UCI. The District has significant concerns regarding GBA’s repeated references to its “partnership” with UCI. GBA references this “partnership” on at least 13 occasions (pages 7, 10, 13, 14, 15, 36, 38, 45, 57, 77, 79 and 98, and on page 7 of Appendix E). GBA also attaches several letters of support from various individuals at UCI as exhibits to its Petition as evidence of the “partnership.” The District has spoken with the individuals from UCI who provided those letters, and none of them intended their letters to evidence a partnership with GBA. Rather, the letters merely describe programs that UCI makes available to all schools in the District. For many years, UCI has provided the District with teacher professional development, teaching credential candidate placement, academic support and enrichment opportunities for K-12 students and guidance for parents about higher education. None of the programs offered by UCI are connected to its admissions process, and they do not provide students with any form of preferential treatment. UCI provides college support and parent education programming to a particular school only if the school has a preponderance of students who qualify for free or reduced lunch and/or will be the first in their families to graduate from college. GBA has provided no such information to UCI about its proposed student population. UCI made it clear to the District that it has made no commitments whatsoever to providing programs or services for GBA. As drafted, GBA’s Petition is misleading and provides misinformation to prospective parents and students. Without a memorandum of understanding or other like document, GBA may not market itself as having a “partnership” with UCI.

2. Measurable Pupil Outcomes. [Ed. Code, § 47605, subd. (b)(5)(B).] The District has a number of concerns regarding GBA’s stated measurable pupil outcomes. The Petition fails to include measurable outcomes for students with special needs. Additionally, it is unclear whether GBA will provide trimester assessments as stated on page 127 or quarterly assessments as indicated on page 131. The Petition then states on page 154 that GBA will be issuing report cards twice a year. Further, the Petition mentions “career-ready courses” on page 128, but offers no explanation as to what they are. The Content Specific Performance Outcome on pages 131-134 identifies Mandarin as the only foreign language offered, while other places in the Petition such as page 64 reflect that French and Spanish satisfy GBA’s four-year language requirement. Finally, page 137 mentions a gap between EL and other students but fails to mention the anticipated proficiency goal for these students.

3. Method for Measuring Pupil Progress. [Ed. Code, § 47605, subd. (b)(5)(C).] The District has several concerns about GBA’s methods for measuring pupil progress. It is unclear what GBA means when it says on page 155 of the Petition that it “will explore a transition to a

four-point grading system for report cards.” GBA offers no explanation or timeline for doing so. On page 160, GBA makes reference to EL who speak Spanish as a primary language by stating that “California English Language Development Test (CELDT/ELPAC) is a powerful diagnostic assessment of Spanish students’ reading abilities. The system provides an effective means of comparing students’ first language Spanish abilities with their developing second language English reading skills, enabling parents and teachers to best exploit those Spanish readings skills to further develop English reading skills.” GBA does not, however, address the needs of EL who speak a language other than Spanish. Additionally, on page 165 of the Petition, GBA references Acellus as both a Student Information System and an instructional delivery tool. It is unclear, however, whether the instruction will be purely seat-based or whether GBA intends to offer online classes or classes that utilize blended learning.

4. Governance Structure. [Ed. Code, § 47605, subd. (b)(5)(D).] The description of GBA’s governance structure does not include sufficient information about the process to be followed by GBA to ensure parental involvement. The petition should include evidence that the organizational and technical designs of the governance structure reflect a seriousness of purpose necessary to ensure that there will be active and effective representation of interested parties, including, but not limited to parents. (Cal. Code Regs., tit. 5, § 11967.5.1, subd. (f)(4)(B).) Although GBA includes “parents” on its governance structure and organization chart on page 167 of its Petition and mentions a Parent Advisory Committee on pages 171 and 172, it does not provide any detail about what the Parent Advisory Committee does and what role it actually plays in the governance of the school.

5. Employee Qualifications. [Ed. Code, § 47605, subd. (b)(5)(E).] On Page 175 of the Petition, GBA states that it will conform to the legal requirements that all GBA teachers shall hold a Commission of Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold in accordance with Education Code section 47650(l). This reference to Education Code section 47650(l) is incorrect. Page 178 of the Petition states that teachers will be required to hold a Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold in accordance with Education Code section 47650(l). This reference to Education Code section 47650(l) is also incorrect.

6. Health and Safety Procedures. [Ed. Code, § 47605, subd. (b)(5)(F).] The description of GBA’s health and safety procedures is not reasonably comprehensive because the Petition does not address the provision of services for students with specialized health procedures such as those with Individual Student Health Plans or those who require medication by injection or through a gastronomy tube. Additionally, the Petition does not clearly outline who will oversee a specialized program to respond to student health care needs such as modified physical education or home or hospital instruction.

7. Admission Requirements. [Ed. Code, § 47605, subd. (b)(5)(H)] The description of GBA’s admissions criteria is not reasonably comprehensive. On pages 193-194 of the Petition,

GBA states that in the case of a random public drawing, admission preferences shall be given to children residing within the District, siblings of current students, children of founding families not to exceed a total of 10% of total enrollment, children of staff not to exceed a total of 10% of total enrollment of a combined total of staff and founding families and children attending in-District schools in Program Improvement status, in that order. This is inconsistent with the affirmation on page 3 of the Petition, where GBA states that “GBA shall determine admission by a random public drawing, [sic] if the number of students who wish to attend GBA exceeds GBA’s capacity then preference *shall be extended to students who currently attend GBA* and students who reside in the District.” (Emphasis added.) Page 193 should be modified to reflect that preference shall be extended to pupils currently attending GBA and pupils who reside in the District. The other preferences identified should then follow. Also on pages 193 and 194, the Petition establishes a preference for enrollment of children of “Founding Families not to exceed a total of 10% of total enrollment” and “Children of Staff not to exceed a total of 10% of total enrollment of a combined total of Staff and Founding Families.” Although “Founding Families” is capitalized, no definition of “Founding Family” is provided. It is therefore unclear as to who is considered a “Founding Family.”

8. Student Suspension and Expulsion. [Ed. Code, § 47605, subd. (b)(5)(J).] California Code of Regulations, title 5, section 11967.5.1, subdivision (f)(10)(D) requires a charter school to provide evidence that in preparing the lists of offenses for which students must and may be suspended and/or expelled, the procedures by which the students can be suspended or expelled and the means by which the parents, guardians and students will be informed, the petitioners reviewed the lists of offenses and procedures that apply to students attending non-charter public schools. GBA did not include brandishing a knife at another person, unlawfully selling a controlled substance, committing or attempting to commit a sexual assault or possession of an explosive in its list of non-discretionary suspension offenses. Those acts are identified in Education Code section 48915, subdivision (c) and are applicable to students attending non-charter public schools. Additionally, Section “O” on page 211, entitled “Special Procedures for the Consideration of Suspension and expulsion of Students with Disabilities,” is not accurate as drafted. That section does not make it clear that students with disabilities cannot be suspended for more than 10 consecutive days without a Manifestation Determination. Suspensions in excess of 10 days require an IEP meeting to ensure the continued implementation of Free Appropriate Public Education. The services referenced in paragraph 2 on page 211 may be provided for a period not to exceed 45 days. Section 7 on pages 213-214, entitled “Procedures for Students Not Yet Eligible for Special Education Services” incorrectly references the “Charter School” at times when it should have referenced the “local educational agency.”

9. Retirement Programs. [Ed. Code, § 47605, subd. (b)(5)(K).] Although GBA satisfies the requirements of Education Code section 47605, subdivision (b)(5)(K) and California Code of Regulations, title 5, section 11967.5.1 (f)(11), GBA’s decision to not participate in the State Teachers’ Retirement System may impact its ability to hire and maintain highly qualified educators.

10. Closure Procedures. [Ed. Code, § 47605, subd. (b)(5)(O).] The Petition provides that upon dissolution of the GBA nonprofit public benefit corporation, any assets acquired from the District or District property will be promptly returned to the District upon GBA's closure. However, it also states that all assets of GBA, including Average Daily Attendance apportionments and other revenues generated by students attending GBA, remain the sole property of the GBA nonprofit public benefit corporation and, upon the dissolution of the GBA nonprofit public benefit corporation, shall be distributed in accordance with the Articles of Incorporation. The Petition fails to provide that all remaining assets comprised of or obtained with public funds will be returned to the District to be used for their intended purpose, which is student instruction.

11. Teacher Signatures. [Ed. Code, § 47605, subd. (a)(1)(B).] GBA indicates at page 227 of its Petition that it will require between thirteen and eighteen classrooms in its first year of operation. GBA projects an enrollment of 408 students during its first year of operation and its charter petition includes signatures of nineteen teachers who are purportedly meaningfully interested in teaching at GBA. In order to satisfy the requirement set forth in Education Code section 47605, subdivision (a)(1)(B) and to justify its need for thirteen classrooms, GBA was required to submit signatures of at least seven teachers who were meaningfully interested in teaching at GBA. The District has confirmed that eleven of the teachers who signed the list provided by GBA are meaningfully interested. Although technically GBA has satisfied the requirement of Education Code section 47605, subdivision (a)(1)(B), the fact that at least one of the signatures submitted was forged gives the District great cause for concern. When contacted by the District, that teacher confirmed that he had never signed his name. This raises questions about the veracity of other information provided in the Petition.

12. Administrative Services. [Ed. Code, § 47605, subd. (g).] GBA states on page 7 of its Petition that it "has obtained the services of Charterboost as consultants to aid us in the petition process including review, submission, hearings and approval. Upon charter approval, Charterboost will assist with all the necessary steps to start GBA then transition to become our back office services [sic]." On page 226 of its Petition, however, in the "Administrative Services" section, GBA states that it "will collect bids from CharterInsight, EdTec and CSMC for our back office provider and the Board of Directors will decide accordingly." On page 227 of the Petition, GBA states that "[t]he GBA Board of Directors shall oversee the work of the back-office services provider, who shall handle all back-office business functions, including but not limited to: government financial reporting, general accounting, payroll, accounts payable/receivable, budget development assistance, attendance reporting, and insurance and benefits administration. The provider, Charterboost, will also assist GBA staff and the Board of Directors on business issues that arise during the year..." These statements are inconsistent, and it is unclear which entity will in fact provide administrative services for GBA. GBA also fails to describe any true criteria for selection of a contractor and does not describe the structure for providing administrative services as set forth in California Code of Regulations, title 5, section 11967.5.1, subdivision (c)(3)(A). On page 227, GBA merely says that it shall ensure that all contractors perform in accordance with their contractor or purchase orders, that it makes awards only to responsible contractors with the ability to perform successfully under the terms and conditions of a proposed procurement and in

compliance with conflict of interest laws, and that consideration will be given to contractor integrity, compliance with public policy, record of past performance and financial and technical resources.

13. Budget/Cash Flow. [Ed. Code, § 47605, subd. (g).] GBA's Petition does not include any expenditure for a back office provider in its proposed five-year budget. Additionally, although the Petition states that GBA will employ a Coordinator of Athletics (p. 167), a Director of Special Education (p. 167) and a Director of Human Resources (p. 215), GBA does not include expenditures for those positions in its proposed five-year budget. Further, if GBA intends to be deemed a public school for purposes of special education, Education Code section 47646, subdivision (c) requires that it contribute an equitable share of its charter school block grant funding to support districtwide special education instruction and services, including, but not limited to, special education instruction and services for pupils with disabilities enrolled in the charter school. Although GBA states on page 115 of its Petition that it shall contribute its fair share to offset special education's encroachment upon the District's general fund by paying to the District a pro-rata share of the District's unfunded special education costs, it has not included such an expenditure in its proposed five-year budget. Significantly, GBA's 2016-17 cash flow projection reflects receipt of \$225,000 in federal revenue in July 2016, which is necessary to maintain a positive cash flow. However, the California Department of Education informed the District that if GBA's charter is approved by May 13, 2016, the school will receive only \$84,375 as a first allocation. After that, the money will be disbursed by the reimbursement method. Accordingly, GBA will not receive \$225,000 in July 2016. GBA's 2016-17 cash flow projection also reflects receipt of \$200,000 in August 2016 from the California Department of Education's revolving loan fund (known as the Charter School Revolving Loan Fund and now administered by the California State Treasurer's Office – California School Finance Authority). The California State Treasurer informed the District that it has not received an application for funding from GBA and that the application process is now closed. Therefore, GBA will not receive \$200,000 in August 2016 from the Charter School Revolving Loan Fund. Without the projected \$225,000 in July 2016 and the projected \$200,000 in August 2016, GBA does not demonstrate sufficient cash flow to start its school.

14. Facilities. [Ed. Code, § 47605, subd. (g).] GBA has not identified specific facilities where it intends to locate. Instead, it states on page 227 of its Petition that it is actively looking within the boundaries of the District for both school zone and non-school zone properties. GBA acknowledges that if it locates a non-school zone property, it will be required to obtain a conditional use permit which could take between six and nine months to acquire. It has also considered the potential for obtaining portable classrooms, but has acknowledged that it will also require a location to establish the school. The information GBA has provided does not satisfy the requirements of Education Code section 47605, subdivision (g) and California Code of Regulations, title 5, section 11967.5.1, subdivision (c)(3)(D). GBA neither applied for facilities pursuant to Education Code section 47614 ("Proposition 39") nor submitted its petition in time to be considered for District facilities pursuant to Proposition 39. At the February 24, 2016 public hearing on its petition, GBA indicated that it does not intend to request District facilities.

Therefore, GBA will not be provided facilities pursuant to Proposition 39 for the 2016-17 school year. GBA states in its Petition that it intends to open on August 15, 2016. If GBA acquires a non-school zone property, it will be required to obtain a conditional use permit, which it acknowledges could take as long as six to nine months. Further, it is likely that GBA would need to modify whatever site it obtains to fit its needs. For these reasons, unless GBA finds a school zone property that is already designed to house middle and high school students, it is not realistic to conclude GBA can open on August 15, 2016. Additionally, although GBA's Petition describes where it has been looking for facilities and the approximate square footage it will require, it fails to provide evidence of the type and projected cost of the facilities that may be available in the area where it desires to locate. (Cal. Code Regs., tit. 5, § 11967.5.1, subd. (c)(3)(D).) The Petition also fails to reflect reasonable costs for the acquisition or leasing of facilities to house GBA. (*Ibid.*)

PASSED AND ADOPTED this 13th day of April 2016 by the Board of Trustees of the Capistrano Unified School District 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 April 13, 2016, by a roll call vote.

Martha McNicholas
Clerk of the Board of Trustees

Kirsten M. Vital
Superintendent
Secretary of the Board of Trustees