

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

REVISED
6-8-12

BOARD OF TRUSTEES
Regular Meeting

June 11, 2012

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 LABOR NEGOTIATORS

EXHIBIT 3A

Joseph M. Farley/Jodee Brentlinger/Clark Hampton/Jeff Bristow
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)*

B. STUDENT EXPULSIONS

EXHIBITS 3B1-B4

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

C. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

EXHIBIT 3C1-C6

(Pursuant to Government Code §54957)

- 1. Elementary Principals**
- 2. Executive Director, Fiscal Services**
- 3. Executive Director, Personnel Services/Compliance**
- 4. Director III, Psychological Services**
- 5. Supervisor III, Transportation Safety and Training**
- 6. Program Specialist**

D. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

EXHIBIT 3D

(Pursuant to Government Code §54957)

PUBLIC HEARING: Agenda Item 1 – Resolution No. 1112-50, Use of Categorical Flexibility Funds

PUBLIC HEARING: Agenda Item 3 – Special Education Local Plan Area Annual Service Plan and Budget Plan

PUBLIC HEARING: Agenda Item 5 – Opportunities for Learning Charter School Petition Renewal

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.

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA – ROLL CALL

REPORT ON CLOSED SESSION ACTION

SPECIAL RECOGNITIONS

Julia Moss – Donated Instruments to District Music Programs
Jesse Altamirano, Charlene Huber, Sonia LeTourneau, Karen Pedroza, Jane Peterson, and Susan Whitten – 2012 Classified Employees of the Year

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

PUBLIC HEARINGS

1. RESOLUTION NO. 1112-50, ADOPTION OF THE 2012-2013 USE OF CATEGORICAL FLEXIBILITY FUNDS: INFORMATION/
DISCUSSION

The Board will conduct a public hearing on Resolution No. 1112-50, Adoption of the 2012-2013 Use of Categorical Flexibility Funds. Supporting information is located in Exhibit 2.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

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

2. RESOLUTION NO. 1112-50, ADOPTION OF THE 2012-2013 USE OF CATEGORICAL FLEXIBILITY FUNDS: DISCUSSION/
ACTION

The Education Finance Trailer Bill (SBX3 4) gives districts the authority to use categorical programs Tier III funds for any educational purpose. Approval of this resolution will authorize the District to transfer approximately \$21.3 million from restricted funds to the unrestricted general fund.

CUSD Strategic Plan Pillar 5: Effective Operations

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.

Page 1
EXHIBIT 2

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1112-50, Adoption of the 2012-2013 Use of Categorical Flexibility Funds.

Motion by _____
ROLL CALL:
Trustee Addonizio _____
Trustee Alpay _____
Trustee Brick _____

Seconded by _____
Trustee Bryson _____
Trustee Hatton _____
Trustee Palazzo _____
Trustee Pritchard _____

3. SPECIAL EDUCATION LOCAL PLAN AREA ANNUAL SERVICE PLAN AND BUDGET PLAN: INFORMATION/
DISCUSSION

The Board will conduct a public hearing on the Special Education Local Plan Area Annual Service Plan and Budget Plan. Supporting information is located in Exhibit 4.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations

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.

4. SPECIAL EDUCATION LOCAL PLAN AREA ANNUAL SERVICE PLAN AND BUDGET PLAN: DISCUSSION/
ACTION

Each Special Education Local Plan Area is required to submit an Annual Service Plan and Budget Plan. The plans are required to be adopted at a public hearing. The Annual Service Plan must identify the Individualized Education Program services the District intends to provide at school locations within the District and at other public and private locations. The Service Plan also requires adoption of the California State Management Information System number codes to represent services such as 350 for individual and small group instruction and 415 for language and speech services. The Annual Budget Plan is required to identify expenditures in specific categories as specified by the California Department of Education.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations

Staff Recommendation

It is recommended the Board President recognize Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations, to present this item.

Following discussion, it is recommended the Board of Trustees approve the 2012-2013 Annual Service Plan and Budget Plan.

Motion by _____ Seconded by _____

5. OPPORTUNITIES FOR LEARNING CHARTER SCHOOL PETITION RENEWAL: INFORMATION/
DISCUSSION

The Board will conduct a public hearing on the renewal of the Opportunities for Learning Charter School petition. Supporting information is located in Exhibit 6.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

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

6. OPPORTUNITIES FOR LEARNING CHARTER SCHOOL PETITION RENEWAL:

DISCUSSION/
ACTION
Page 29
EXHIBIT 6

A petition for the Opportunities for Learning Charter School (OFL) was approved by the District on February 25, 2002, with a subsequent five-year renewal on January 8, 2007. In accordance with Education Code §47605, OFL submitted a second charter petition renewal to the District on May 1, 2012. District staff has reviewed the petition and finds it to be in accordance with requirements for renewal set forth in Education Code §47605.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

It is recommended the Board President recognize Dr. Julie Hatchel, Assistant Superintendent, Education Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve a five-year renewal of the Opportunities for Learning Charter School petition.

Motion by _____ Seconded by _____

DISCUSSION/ACTION ITEMS

7. 2012-2013 FISCAL YEAR BUDGET UPDATE:

INFORMATION/
DISCUSSION
Page 73
EXHIBIT 7

The District is required by law to adopt a budget for the 2012-2013 fiscal year no later than June 30, 2012, for enactment on July 1, 2012. The budget for 2012-2013 will be based upon revenue assumptions outlined within the Governor's May Revise, as well as District-specific assumptions for revenue and expenditures.

As of the Third Interim Report, the District is projecting a budget shortfall of approximately \$30 million if the Governor's proposed November 2012 ballot measure passes and a \$51 million budget shortfall if the ballot measure does not pass, based on a projected \$441 per student funding cut. This shortfall reflects the changes outlined in the Governor's May Revise. Staff will present revised budget information reflecting the already approved 2012-2013 budget reductions, along with plans on how to close the remaining projected shortfall.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

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

8. RESOLUTION NO. 1112-49, AUTHORIZATION OF TEMPORARY INTERFUND TRANSFERS:

DISCUSSION/
ACTION
Page 74
EXHIBIT 8

Education Code §42603 authorizes the Board of Trustees to temporarily transfer money held in any fund to another fund for payment of obligations by the District. Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Due to the nature of the current budget situation, it is necessary to secure flexibility to balance cash flow during the 2012-2013 school year. This agenda item requests Board approval to authorize interfund loans between funds. These loans (cash transfers) will be made to and between the general fund, and various other District funds.

CUSD Strategic Plan Pillar 5: Effective Operations

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 Resolution No. 1112-49, Authorization of Temporary Interfund Transfers.

Motion by _____

Seconded by _____

ROLL CALL:

Trustee Addonizio _____

Trustee Bryson _____

Trustee Alpay _____

Trustee Hatton _____

Trustee Brick _____

Trustee Palazzo _____

Trustee Pritchard _____

9. FIRST READING – REVISION OF BOARD POLICY 5122, PROMOTION/ACCELERATION/RETENTION:

Board Policy 5122, *Promotion/Acceleration/Retention*, is the governing policy outlining the promotion, acceleration, or retention of students. The policy was adopted in 1997 and last revised in 1999. The recommended changes will clarify the language and will comply with the law. There is no fiscal impact.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

INFORMATION/
DISCUSSION

Page 76

EXHIBIT 9

Staff Recommendation

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, who will provide information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

CONSENT CALENDAR

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

GENERAL FUNCTIONS

10. SCHOOL BOARD MINUTES:

Approval of the May 9, 2012, special Board meeting and the May 23, 2012, regular Board meeting.

Contact: Jane Boos, Manager, Board Office Operations

Page 82

EXHIBIT 10

CURRICULUM & INSTRUCTION

11. PETITION TO WAIVE CALIFORNIA HIGH SCHOOL EXIT EXAM:

Approval to waive California Education Code §60851(c) and Board Policy 6162.52 in accordance with §60851(c) for six students who have completed all requirements for passing the California High School Exit Examination (CAHSEE) subtest in Mathematics and/or English/Language Arts, case numbers 1112-034 through 1112-039. California Education Code §60851(c) and Board Policy 6162.52 provide authority for the Board of Trustees to review and approve waivers for special education students to pass the CAHSEE with modifications stated in the pupil's Individualized Education Program. Supporting information for this item is provided to Trustees under separate cover so that individual student rights under the Family Educational Rights and Privacy Act are protected.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

12. EXPUNGING OF EXPULSION RECORD:

Approval of expunging a student record. Due to the confidential nature of expunging a student expulsion record, the supporting information is provided to Trustees under separate cover.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

Contact: Julie Hatchel, Assistant Superintendent, Education Services

13. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL ENGLISH/LANGUAGE ARTS – ADVANCED PLACEMENT LITERATURE AND COMPOSITION:

Adoption of *All the Pretty Horses* written by Cormac McCarthy and published by Vintage Books ©1993. Tesoro High School is requesting the adoption of this title for use with Advanced Placement Literature and Composition in grade 12 as a supplemental title. This title has been approved by a vote of 11-0 by the Instructional Materials Review Committee. It would be adopted for a seven-year period. Purchases of this title would be paid with site funds.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

14. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL MATH – MATH FOR THE COLLEGE BOUND:

Adoption of *Statistical Reasoning in Sports* by Tabor & Franklin and published by Bedford, Freeman & Worth ©2013. Capistrano Valley High School is requesting the adoption of this title for use with Math for the College Bound in grade 12. This textbook has been approved by a vote of 11-0 by the Instructional Materials Review Committee. This title would be adopted for a seven-year period. Purchases of this title would be paid with site and/or District funds if available.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

15. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL ENGLISH/LANGUAGE ARTS – EXPOSITORY READING & WRITING:

Adoption of *Into the Wild* written by Jon Krakauer and published by Anchor Books ©1996; Adoption of *The Left Hand of Darkness* written by Ursula K. LeGuin and published by Ace Books ©1969. These two literature titles are being proposed for adoption Districtwide for use with a new course called Expository Reading & Writing for grade 12. These titles have been approved by a vote of 11-0 by a vote of the Instructional Materials Review Committee. They would be adopted for a seven-year period. Purchases of these titles would be paid with site funds and/or District funds if available.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

16. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: ELEMENTARY SCHOOL – MANDARIN IMMERSION PROGRAM:

Adoption of the following titles for Reading & Phonics– Mandarin Chinese in grades K-1: *My First Chinese Word Series* published by Better Chinese ©2006; *My First Chinese Reader Series* published by Better Chinese ©2006; *Little Kangshun* published by Kangshun ©2011 and adoption of the following titles for Math – Mandarin Chinese in grades K-1 include: *Earlybird Kindergarten Mathematics* published by Singapore Math ©2007; *Primary Mathematics* published by Singapore Math ©2007. Marian Bergeson Elementary School is requesting the adoption of these titles for use with the Mandarin Immersion Program in the subject areas of Reading, Phonics, and Math for grades K-1. Each of these titles has been approved by a vote of 11-0 by the Instructional Materials Review Committee. These titles would be adopted for a seven-year period. Purchases of these materials would be paid with site funds.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

BUSINESS & SUPPORT SERVICES

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

Page 90
EXHIBIT 17

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The expenditures related to the listed purchase orders and commercial warrants included in this item were previously authorized as part of the District's budget approval process. The purchase orders total \$1,743,788.92; the commercial warrants total \$8,386,002.80. 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.

CUSD Strategic Plan Pillar 5: Effective Operations

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

18. DONATION OF FUNDS AND EQUIPMENT:

Page 140
EXHIBIT 18

A number of gifts have been donated to the District, including \$68,878.33 in cash. These funds will be deposited in the appropriate school accounts. Items other than cash gifts have no financial impact on the budget. The District does not guarantee maintenance of those items or the expenditure of any District funds for their continued use.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

19. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENT:

Approval of the ratification of special education Informal Dispute Resolution agreement case #57212. Due to the confidential nature of the agreement, supporting information is provided to Trustees under separate cover.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations

20. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENT:

Approval of special education Informal Dispute Resolution agreement case #34912. Due to the confidential nature of the agreement, supporting information is provided to Trustees under separate cover.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operation

21. AGREEMENT FOR STUDENT TRANSPORTATION SERVICES BETWEEN THE ORANGE COUNTY SCHOOL DISTRICTS:

Page 142
EXHIBIT 21

Approval of an agreement between the Orange County school districts to provide student-transportation services for special education, transfers, athletics, field trips, and special event activities during peak demand periods to avoid disruption of services. The Orange County school districts listed in the agreement wish to enter into a cooperative effort to provide student transportation services on an as-needed and when-available basis. Services shall be at the hourly rate and/or mileage set by the transporting district. Costs would be less than a comparable charter service. If the District chooses to provide services under this contract, there would be a potential income to the District.

CUSD Strategic Plan Pillar 5: Effective Operations

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

22. LEASE/RENTAL AGREEMENT – ORANGE COUNTY FIRE AUTHORITY:

Page 148
EXHIBIT 22

Approval of a lease/rental agreement with the Orange County Fire Authority to provide the use of a District bus on a temporary basis for the transportation of fire explorers during intensive training in June and July. The income generated from this agreement is \$1,650 and will be deposited into the Transportation Department vehicle replacement account.

CUSD Strategic Plan Pillar 5: Effective Operations

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

23. **AMENDMENT NO. 1 – REAL PROPERTY LEASE AGREEMENT WITH ORANGE COUNTY DEPARTMENT OF EDUCATION FOR THE SPECIAL EDUCATION – INTERAGENCY ASSESSMENT CENTER AT CROWN VALLEY ELEMENTARY SCHOOL:** Page 150
EXHIBIT 23
- Approval Amendment No. 1 – Real Property Lease Agreement with Orange County Department of Education (OCDE) for the Special Education – Interagency Assessment Center at Crown Valley Elementary School. The Special Education Division of the District is requesting the use of three existing portable classrooms owned by OCDE on the campus of Crown Valley Elementary School. Amendment No. 1, reviewed and approved by OCDE, allows the District to use the vacant classrooms for a five-year period at no cost. The attached exhibit is the Amendment for consideration.
- CUSD Strategic Plan Pillar 5: Effective Operations*
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
24. **FINAL ACCEPTANCE AND FILING OF NOTICE OF COMPLETION FOR BID NO. 1011-09, SAN JUAN HILLS HIGH SCHOOL 30-METER POOL AND SUPPORT BUILDINGS – HORIZONS CONSTRUCTION COMPANY INTERNATIONAL, INCORPORATED:** Page 154
EXHIBIT 24
- Approval of the final acceptance and filing of the Notice of Completion for the construction of the 30-meter pool and support buildings at San Juan Hills High School. On March 8, 2011, the Board of Trustees awarded Bid No. 1011-09, San Juan Hills High School 30-Meter Pool & Support Buildings to Horizons Construction Company International, Incorporated. All work has been inspected and completed to the satisfaction of staff, and the District has given the contractor notice of beneficial occupancy as of March 5, 2012.
- CUSD Strategic Plan Pillar 5: Effective Operations*
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
25. **RATIFICATION OF CHANGE ORDER #18 – BID NO. 1011-09, SAN JUAN HILLS HIGH SCHOOL 30-METER POOL AND SUPPORT BUILDINGS:** Page 158
EXHIBIT 25
- Approval of the ratification of change order #18 related to the construction of the 30-meter pool and support buildings at San Juan Hills High School. In a previous action, the Board delegated to the Superintendent the authority to approve work orders changing the cost of construction contracts, provided the cost does not exceed \$25,000 per individual work order. This change order aggregates various work orders that may consist of additions, deletions, or other revisions that are now being presented to the Board of Trustees for ratification. All such changes in the work are performed under applicable conditions of the change in contract documents. The original contract sum was \$3,023,000. The new contract sum including change order #18 is \$3,267,967.
- CUSD Strategic Plan Pillar 5: Effective Operations*
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
26. **RATIFICATION CHANGE ORDER #8 – BID NO. 1011-11, CAPISTRANO VALLEY HIGH SCHOOL PERFORMING ARTS THEATER:** Page 168
EXHIBIT 26
- Approval of the ratification of change order #8 related to the theater at Capistrano Valley High School. In a previous action, the Board delegated to the Superintendent the authority to approve work orders changing the cost of construction contracts, provided the cost does not exceed \$25,000 per individual work order. This change order aggregates various work orders that may consist of additions, deletions, or other revisions that are now being presented to the Board of Trustees for ratification. All such changes in the work are performed under applicable conditions of the change in contract documents. The original contract sum was \$11,975,007. The new contract sum including change orders through #8 is \$12,176,981.
- CUSD Strategic Plan Pillar 5: Effective Operations*
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

27. INDEPENDENT CONTRACTOR, MASTER CONTRACT, AND PROFESSIONAL SERVICES AGREEMENTS:

Page 202
EXHIBIT 27

Approval and ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements. The State of California is in financial crisis, and as a result, California school budgets have been cut by 25 percent over the past four years. Because of these significant cuts, staff requests contractors to reduce their fees for services by ten percent. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The agreements total \$1,337,000.

Due to the size of the contract documents, the General Conditions for each type of agreement will be posted online on the District's Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 2: Safe & Healthy Schools

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

CUSD Strategic Plan Pillar 5: Effective Operations

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

28. EXTENSION OF INDEPENDENT CONTRACTOR AGREEMENT NO. I1011014, THE PLANNING CENTER:

Page 368
EXHIBIT 28

Approval of extension of Independent Contractor Agreement No. I1011014 for on-call California Environmental Quality Act Compliance services, as required by the District, provided by The Planning Center. Staff requested contractors to reduce their pricing at each contract renewal. The contractor has agreed to reduce some of their rates and reduce markup on other direct costs by 20 percent. Funding for these expenditures will depend upon the types of services rendered, which may include, but are not limited to, developer fees, Community Facilities Districts, and the general fund. Annual expenditures under this contract are limited to \$50,000.

CUSD Strategic Plan Pillar 5: Effective Operations

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

29. EXTENSION OF INDEPENDENT CONTRACTOR AGREEMENT NO. I1011016, NMG GEOTECHNICAL, INCORPORATED:

Page 382
EXHIBIT 29

Approval of extension of Independent Contractor Agreement No. I1011016 for on-call geotechnical services, as required by the District, provided by NMG Geotechnical, Incorporated. Staff requested contractors to reduce their pricing at each contract renewal. The contractor has agreed to reduce their rates by ten percent. Funding for these expenditures will depend upon the types of services rendered, which may include, but are not limited to, developer fees, Community Facilities Districts, and the general fund. Annual expenditures under this contract are limited to \$150,000.

CUSD Strategic Plan Pillar 5: Effective Operations

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

30. EXTENSION OF BID NO. 1112-04, OUTSOURCE TRANSPORTATION SERVICE – AMERICAN LOGISTICS COMPANY, LLC:

Page 400
EXHIBIT 30

Approval of extension of Bid No. 1112-04 for outsource transportation services, as required by the District, provided by American Logistics Company, LLC. This contract provides competitive, set pricing for the transportation of special education students as determined by a student's Individual Education Plan, and when the District's Transportation Department does not have a bus available to transport a specific student to the needed location. The vendor has agreed to maintain the same pricing structure negotiated last year. Funding for these expenditures will be from the general fund. Annual expenditures under this agreement are limited to \$150,000.

CUSD Strategic Plan Pillar 5: Effective Operations

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

31. AWARD BID NO. 1112-15, REFURBISHED COMPUTER EQUIPMENT – CNB COMPUTERS, INCORPORATED:

Page 412
EXHIBIT 31

Approval of the award of bid for refurbished computer equipment to CNB Computers, Incorporated. The initial base contract is June 12, 2012, through June 11, 2013. The contract may be extended by mutual agreement, and upon Board approval, for a renewal term not to exceed two additional one-year periods. This contract provides set pricing for refurbished computer equipment such as desktops, laptops, monitors, and accessories. Estimated annual expenditures utilizing this contract are limited to \$100,000 funded by site funds, gift funds, grants, and the general fund.

CUSD Strategic Plan Pillar 5: Effective Operations

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

32. ADVERTISE BID NO. 1213-04, SAN JUAN HILLS HIGH SCHOOL NEW BASEBALL DUGOUTS:

Approval to advertise for bids for new baseball dugouts at San Juan Hills High School. The project scope includes demolition and removal of the existing dugouts and replacement with similar sized new dugouts. The project will be completed over the summer break. The construction costs for the project, based on the engineer's estimate, is approximately \$80,000, funded by CFD 98-2.

Due to the size of the documents, the project manual and the complete set of plans are available for review in the Purchasing Department. If you wish to review the documents, please contact Terry Fluent, Director of Purchasing at (949) 234-9436.

CUSD Strategic Plan Pillar 5: Effective Operations

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

33. GOVERNMENT CLAIM: 12-03484 DP:

Denial of Claim 12-03484 DP filed against the District. Staff will follow up with appropriate action. This agenda item pertains to a claim filed against the District by Gabriela Arriaga on behalf of a minor student. On December 14, 2011, at Marco Forster Middle School, the student claims she sustained an injury to her back when she slipped and fell in the restroom due to water on the floor. The student did not report an injury or seek first-aid treatment on the date indicated. Denial of this claim does not have any financial implications on the general fund. This action establishes procedural timelines.

CUSD Strategic Plan Pillar 5: Effective Operations.

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

PERSONNEL SERVICES

34. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:

Page 414
EXHIBIT 34

Approval of the activity list for employment, separation, and additional assignments of classified employees. These positions will be charged to the appropriate fund and are included in the adopted budget.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

35. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:

Page 420
EXHIBIT 35

Approval of the activity list for employment, separation, and additional assignments of certificated employees. These positions will be charged to the appropriate fund and are included in the adopted budget.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Motion by _____

Seconded by _____

ROLL CALL:

Trustee Addonizio _____

Trustee Bryson _____

Trustee Alpay _____

Trustee Hatton _____

Trustee Brick _____

Trustee Palazzo _____

Trustee Pritchard _____

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

ADJOURNMENT

Motion by _____

Seconded by _____

THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY, JUNE 27, 2012, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA

For information regarding Capistrano Unified School District, please visit our website:
www.capousd.org

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

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

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1112-50

**ADOPTION OF THE 2012-2013 USE OF
CATEGORICAL FLEXIBILITY FUNDS**

WHEREAS, Senate Bill 4 of the 2009-2010 Third Extraordinary Session (SBX3 4) (Chapter 12/2009) added Education Code §42605 which provides flexibility for the use of certain Categorical Program Funds for fiscal years 2008-2009 through 2012-2013, to be used in response to the State fiscal crisis, and

WHEREAS, Senate Bill 70 (Chapter 7/2011) extended categorical flexibility through fiscal year 2014-2015, and Assembly Bill 189 (Chapter 606/2011) added Education Code §42605(c)(2)(B), which requires a public hearing for categorical flexibility to be held prior to, and independent of, the meeting where the Board of Trustees adopts a budget, and requires the Board of Trustees to identify in the notice of the agenda of the public hearing or at another public hearing, the program or programs proposed to be closed, and

WHEREAS, the attached schedule reflects the estimated amount of categorical funds to be used in the general fund for any educational purpose, as reflected in the various budgets which have been adopted by the Board for the 2012-2013 fiscal year,

BE IT RESOLVED that the Board of Trustees of the Capistrano Unified School District approves the use of the flexibility funds as required by Education Code §42605.

APPROVED AND ADOPTED this 11th day of June, 2012, by the Board of Trustees of the Capistrano Unified School District of Orange County, California.

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

I, Joseph M. Farley, Ed.D., Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 11th day of June, 2012, by a roll call vote.

Lynn Hatton
Clerk

Joseph M. Farley, Ed.D.
Superintendent
Secretary of the Board of Trustees

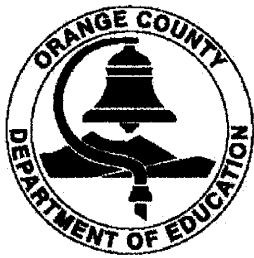
EXHIBIT 2

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

**ESTIMATED CATEGORICAL FLEXIBILITY FUNDS
FISCAL YEAR 2012-2013**

2012-2013 Categorical Program Budget Flexibility

Tier III Categorical Programs	Amounts	Use of Funds
Advanced Placement Fee Reimbursement	\$4,363	Educational Goals Districtwide
CBO Training Program	\$23,162	Educational Goals Districtwide
Supplemental Hourly Programs	\$1,217,990	Educational Goals Districtwide
Oral Health	\$26,664	Educational Goals Districtwide
Community Day School – Bridges	\$28,689	Educational Goals Districtwide
Cal-SAFE Student Support Services and Cal-SAFE Child Care / Child Development	\$211,263	Educational Goals Districtwide
Deferred Maintenance Fund 14	\$1,815,523	Educational Goals Districtwide
Physical Education Teacher Incentive Grants	\$117,406	Educational Goals Districtwide
Alternative Certification Intern Program	\$70,094	Educational Goals Districtwide
Community Based English Tutoring (CBET)	\$146,774	Educational Goals Districtwide
ROP	\$2,344,843	Educational Goals Districtwide
Adult Education Fund 11	\$1,569,989	Educational Goals Districtwide
School Safety Block Grant	\$655,585	Educational Goals Districtwide
Arts and Music Block Grant	\$710,002	Educational Goals Districtwide
CAHSEE Intensive Instruction and Services	\$214,153	Educational Goals Districtwide
School Counseling Program	\$1,390,331	Educational Goals Districtwide
Gifted and Talented Education / AAA	\$333,739	Educational Goals Districtwide
Instructional Materials Realignment (IMFRP)	\$2,851,447	Educational Goals Districtwide
Partnership Academy	\$128,480	Educational Goals Districtwide
Peer Assistance / Review (PAR)	\$178,748	Educational Goals Districtwide
International Baccalaureate	\$31,202	Educational Goals Districtwide
Math and Reading Training Program (SB472)	\$196,408	Educational Goals Districtwide
Staff Development English Language Learners	\$126,259	Educational Goals Districtwide
Administrator Training Program	\$29,096	Educational Goals Districtwide
Pupil Retention Block Grant	\$90,201	Educational Goals Districtwide
Teacher Credentialing Block Grant	\$479,431	Educational Goals Districtwide
Professional Development Block Grant	\$1,462,395	Educational Goals Districtwide
Targeted Instructional Improvement Block Grant	\$2,060,505	Educational Goals Districtwide
School and Library Improvement Block Grant	\$2,781,218	Educational Goals Districtwide
Total Estimated Categorical Flexibility Funding	\$21,295,960	



April 24, 2012

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**

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P.O. BOX 9050
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WILLIAM M. HABERMEHL
County Superintendent
of Schools

LYNN APRIL HARTLINE
Deputy Superintendent

JOHN L. NELSON
Associate Superintendent

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

ELIZABETH PARKER

LONG PHAM, PH.D.

KEN L. WILLIAMS, D.O.

To: Assistant Superintendents, Business Services

From: Wendy Benkert, Ed.D.
Associate Superintendent, Business Services

RE: **Assembly Bill 189 – Public Hearing Requirement for Specified
Categorical Education Programs (Tier III Funds)**

Assembly Bill (AB) 189 (Chapter 606/2011) became effective January 1, 2012 and changed the way that school districts must conduct the public hearing for Tier III flexibility beginning in fiscal year 2012-13. The change relates to when the public hearing must be held and to what must be included in the agenda.

As a condition of receipt of funds for the Tier III categorical programs, subdivision (a) of Education Code Section 42605 requires the governing board, at a regularly scheduled open public hearing to take testimony from the public to discuss the proposed use of funding and approve or disapprove the proposed use of funding for each of the Tier III categorical programs. Prior to the passage of AB 189, there was no requirement as to when the public hearing had to be held.

AB 189 requires the public hearing to be held prior to and independent of the meeting at which the annual budget will be adopted. In addition, the governing board must now identify any program that is proposed to be closed in the notice of the agenda of the public hearing. As a best practice, districts should list all closed programs that are subject to Tier III funding requirements.

Please keep this change in mind when planning your budget adoption calendar for 2012-13. For your convenience, we're attaching a sample resolution although districts may fulfill the public hearing requirement with a board action.

If you have any questions or concerns regarding this information, please contact me at (714) 966-4229 or Darren Dang at (714) 966-4176.

Enclosure

cc: District Superintendents

California Special Education Management Information System (CASEMIS)
Service Descriptions

SELPA: Capistrano

CASEMIS Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
210	Family training, counseling, and home visits(ages 0-2 only): This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child's development. Note: Services provided by specialists (such as medical services, nursing services, occupational therapy, and physical therapy) for a specific function should be coded under the appropriate service category, even if the services were delivered in the home.	X			34 CFR sections 300.34 (c)(3), 300.226
220	Medical services (for evaluation only) (ages 0-2 only): Services provided by a licensed physician to determine a child's developmental status and need for early intervention services.	X			34 CFR sections 300.34 (c)(3), 300.226
230	Nutrition services (ages 0-2 only): These services include conducting assessments in: nutritional history and dietary intake; anthropometric, biochemical, and clinical variables; feeding skills and feeding problems; and food habits and food preferences.	X			34 CFR sections 300.34 (c)(3), 300.226
240	Service coordination (ages 0-2 only)	X			34 CFR sections 300.34 (c)(3), 300.226
250	Special instruction (ages 0-2 only): Special instruction includes: the design of learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child's IFSP, providing families with information, skills, and support related to enhancing the skill development of the child; and working with the child to enhance the child's development.	X			34 CFR sections 300.34 (c)(3), 300.226
260	Special education aide in regular development class, childcare center or family childcare home (ages 0-2 only)	X			34 CFR sections 300.34 (c)(3), 300.226
270	Respite care services (ages 0-2 only): Through the IFSP process, short-term care given in-home or out-of-home, which temporarily relieves families of the ongoing responsibility for specialized care for child with a disability (Note: only for infants and toddlers from birth through 2, but under 3.)	X			34 CFR sections 300.34 (c)(3), 300.226

EXHIBIT 4

California Special Education Management Information System (CASEMIS)

Service Descriptions

SELPA: Capistrano

CASEMIS Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
330	Specialized academic instruction: Adapting, as appropriate to the needs of the child with a disability the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.	X			34 CFR Section 300.39(b)(3)
340	Intensive individual instruction: IEP Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.	X			30 EC Section 56364
350	Individual and small group instruction: Instruction delivered one-to-one or in a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program	X			5 CCR Section 3051; 30 EC Section 56441.2
415	Language and speech: Language and speech services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic or cultural factors are not included. Services include; specialized instruction and services; monitoring, reviewing, and consultation. They may be direct or indirect including the use of a speech consultant.	X			5 CCR Section 3051.1; 30 EC Section 56363; 34 CFR sections 300.34 (c)(15), 300.8 (c)(11)

California Special Education Management Information System (CASEMIS)

Service Descriptions

SELPA: Capistrano

CASEMIS Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
425	Adapted physical education: Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports and rhythms, for strength development and fitness, suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical education program.	X			5 CCR Section 3051.12; 30 EC Section 56363; 34 CFR sections 300.108, 300.39 (b)(2)
435	Health and nursing – specialized physical health care services: Specialized physical health care services means those health services prescribed by the child's licensed physician and surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (5 CCR Section 3051.12(b)). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration and glucose testing.	X			5 CCR Section 3051.12; 30 EC sections 56363, 49423.5(d) 34 CFR Section 300.107;
436	Health and nursing – other services: This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals and maintaining communication with agencies and health care providers. These services do not include any physician-supervised or specialized health care service. IEP-required health and nursing services are expected to supplement the regular health services program.	X			5 CCR Section 3051.12; 30 EC Section 56363; 34 CFR Section 300.107

California Special Education Management Information System (CASEMIS)

Service Descriptions

SELPA: Capistrano

CASEMIS Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
445	Assistive technology services: Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers.	X			5 CCR Section 3051.16; 30 EC Section 56363; 34 CFR sections 300.6, 300.105
450	Occupational therapy: Occupational Therapy (OT) includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Both direct and indirect services may be provided within the classroom, other educational settings or the home; in a group or on an individual basis; and may include therapeutic techniques to develop abilities; adaptations to the student's environment or curriculum; and consultation and collaboration with other staff and parents. Services are provided, pursuant to an IEP, by a qualified occupational therapist registered with the American Occupational Therapy Certification Board.	X			5 CCR Section 3051.6; 30 EC Section 56363; 34 CFR Section 300.34 (c)(6)

Services will be provided in the school of attendance unless otherwise determined by the IEP team.

An Annual Service Location Report based on these codes will be generated using CASEMIS and available at the district office by March 31.

California Special Education Management Information System (CASEMIS)

Service Descriptions

SELPA: Capistrano

CASEMIS Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
460	Physical therapy: These services are provided, pursuant to an IEP, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home; and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents.	X			5 CCR Section 3051.6; 30 EC Section 56363; 34 CFR Section 300.34 (c)(9); B&PC Chapter 5.7 Section 2600 - 2696; GC-Interagency Agreement Chapter 26.5 Section 7575(a)(2)
510	Individual counseling: One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program.	X			5 CCR Section 3051.9; 34 CFR Section 300.34(c)(2)
515	Counseling and guidance: Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. IEP-required group counseling is expected to supplement the regular guidance and counseling program. Guidance services include interpersonal, intrapersonal or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program.	X			34 CFR sections 300.24.(b)(2), 300.306; 5 CCR Section 3051.9

California Special Education Management Information System (CASEMIS)

Service Descriptions

SELPA: Capistrano

CASEMIS Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
520	Parent counseling: Individual or group counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs; may include parenting skills or other pertinent issues. IEP-required parent counseling is expected to supplement the regular guidance and counseling program.	X			5 CCR Section 3051.11; 34 CFR Section 300.34(c)(8)
525	Social work services: Social Work services, provided pursuant to an IEP by a qualified individual, includes, but are not limited to, preparing a social or developmental history of a child with a disability; group and individual counseling with the child and family; working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school; and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling program.	X			5 CCR Section 3051.13; 34 CFR Section 300.34(c)(14)
530	Psychological services: These services, provided by a credentialed or licensed psychologist pursuant to an IEP, include interpreting assessment results to parents and staff in implementing the IEP; obtaining and interpreting information about child behavior and conditions related to learning; planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. IEP-required psychological services are expected to supplement the regular guidance and counseling program.	X			5 CCR Section 3051.10; 34 CFR Section 300.34 (c)(10)
535	Behavior intervention services: A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment.	X			5 CCR Section 3001(d); 34 CFR Section 300.34 (c)(10)

Services will be provided in the school of attendance unless otherwise determined by the IEP team.

An Annual Service Location Report based on these codes will be generated using CASEMIS and available at the district office by March 31.

California Special Education Management Information System (CASEMIS)

Service Descriptions

SELPA: Capistrano

CASEMIS Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
540	Day treatment services: Structured education, training and support services to address the student's mental health needs.	X			Health & Safety Code, Div.2, Chap.3, Article 1, Section 1502(a)
545	Residential treatment services: A 24-hour out-of-home placement that provides intensive therapeutic services to support the educational program.	X			Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, Section 5671
610	Specialized services for low incidence disabilities: Low incidence services are defined as those provided to the student population of orthopedically impaired (OI), visually impaired (VI), deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or the itinerant teacher/specialist. Consultation is provided to the teacher, staff and parents as needed. These services must be clearly written in the student's IEP, including frequency and duration of the services to the student.	X			5 CCR sections 3051.16, 3051.18; 34 CFR Section 300.34
710	Specialized deaf and hard of hearing services: These services include speech therapy, speech reading, auditory training and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel may also be included.	X			5 CCR sections 3051.16, 3051.18; 34 CFR Section 300.34
715	Interpreter services: Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student.	X			5 CCR Section 3051.16; 34 CFR Section 300.34 (c)(4)
720	Audiological services: These services include measurements of acuity, monitoring amplification, and Frequency Modulation system use. Consultation services with teachers, parents or speech pathologists must be identified in the IEP as to reason, frequency and duration of contact; infrequent contact is considered assistance and would not be included.	X			5 CCR Section 3051.2; 34 CFR Section 300.34 (c)(1)

Services will be provided in the school of attendance unless otherwise determined by the IEP team.

An Annual Service Location Report based on these codes will be generated using CASEMIS and available at the district office by March 31.

California Special Education Management Information System (CASEMIS)

Service Descriptions

SELPA: Capistrano

CASEMIS Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
725	Specialized vision services: This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs -- including Braille, large type, aural media; instruction in areas of need; concept development and academic skills; communication skills (including alternative modes of reading and writing); social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students (such as transcribers, readers, counselors, orientation & mobility specialists, career/vocational staff, and others) and collaboration with the student's classroom teacher.	X			5 CCR Section 3030(d); 30 EC Section 56364.1
730	Orientation and mobility: Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an IEP.	X			5 CCR Section 3051.3; 30 EC Section 56363; 34 CFR Section 300.34 (c)(7)
735	Braille transcription: Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by appropriate agency.	X			5 CCR Section 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(13)
740	Specialized orthopedic services: Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment.	X			5 CCR sections 3030(e), 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(8)
745	Reading Services	X			5 CCR Section 3051.16

Services will be provided in the school of attendance unless otherwise determined by the IEP team.

An Annual Service Location Report based on these codes will be generated using CASEMIS and available at the district office by March 31.

California Special Education Management Information System (CASEMIS)
Service Descriptions

SELPA: Capistrano

CASEMIS Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
750	Note taking services: Any specialized assistance given to the student for the purpose of taking notes when the student is unable to do so independently. This may include, but is not limited to, copies of notes taken by another student, transcription of tape-recorded information from a class, or aide designated to take notes. This does not include instruction in the process of learning how to take notes.	X			5 CCR Section 3051.16
755	Transcription Services Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or anything necessary for instruction.	X			5 CCR Section 3051.16
760	Recreation services, includes therapeutic recreation: therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs.	X			5 CCR Section 3051.15; 34 CFR Section 300.34 (c)(11)
820	College Awareness College awareness is the result of acts that promote and increase student learning about higher education opportunities, information and options that are available including, but not limited to career planning, course prerequisites, admission eligibility and financial aid.	X			34 CFR sections 300.39 (b)(5), 300.43
830	Vocational assessment, counseling, guidance, and career assessment: Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
840	Career awareness: Transition services include a provision for in paragraph (1)(c)(vi), self-advocacy, career planning, and career guidance. This comment also emphasized the need for coordination between this provision and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43

California Special Education Management Information System (CASEMIS)

Service Descriptions

SELPA: Capistrano

16

CASEMIS Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
850	Work experience education: Work experience education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
855	Job Coaching Job coaching is a service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
860	Mentoring: Mentoring is a sustained coaching relationship between a student and teacher through on-going involvement and offers support, guidance, encouragement and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal as in planned, structured instruction or informal that occurs naturally through friendship, counseling and collegiality in a casual, unplanned way.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
865	Agency linkages (referral and placement): Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as title I of the Rehabilitation Act of 1973 (vocational rehabilitation), title XIX of the Social Security Act (Medicaid), and title XVI of the Social Security Act (supplemental security income).	X			30 EC Section 56341.5 (f); 34 CFR Section 300.344 (3)(b)
870	Travel Training (includes mobility training)	X			5 CCR Section 3051.3; 34 CFR sections 300.39 (c)(7)
890	Other transition services: These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and post-secondary agencies.	X			

California Special Education Management Information System (CASEMIS)

Service Descriptions

SELPA: Capistrano

CASEMIS Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
900	Other special education/related services: Any other specialized service required for a student with a disability to receive educational benefit.	X			
* B&PC Business and Professional Codes CCR California Code of Regulations CFR Code of Federal Regulations EC Education Code GC Government Code					

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
0100735 Canyon Vista Elementary	10	| 330 | 415 | 450 | 510 | 535 | 610 | 720
0100883 Vista del Mar Elementary	10	| 330 | 340 | 415 | 425 | 445 | 450 | 460 | 510 | 535 | 610
0100891 Vista del Mar Middle	10	| 330 | 340 | 415 | 425 | 445 | 450 | 460 | 510 | 535 | 610 | 720 | 760
0100909 Ladera Ranch Elementary	10	| 330 | 340 | 415 | 425 | 450 | 610
0100917 Ladera Ranch Middle	10	| 330 | 340 | 415 | 425 | 445 | 450 | 510 | 535 | 610 | 710 | 715 | 720
0108704 Oso Grande Elementary	10	| 330 | 340 | 415 | 425 | 445 | 450 | 460 | 535 | 610 | 710 | 720
0113381 San Juan Hills High	10	| 330 | 340 | 415 | 425 | 436 | 445 | 450 | 460 | 510 | 530 | 610 | 720 | 730 | 850 | 900
0115501 Carl Hankey Middle	10	| 330 | 340 | 415 | 445 | 450 | 535
3030210 Capistrano Valley High	10	| 330 | 340 | 415 | 435 | 445 | 450 | 460 | 510 | 530 | 535 | 610 | 720
3030574 Aliso Niguel High	10	| 330 | 340 | 415 | 425 | 445 | 450 | 460 | 510 | 530 | 535 | 610 | 720
3030756 Tesoro High	10	| 330 | 340 | 415 | 425 | 445 | 450 | 510 | 530 | 535 | 610 | 720
3035987 Junipero Serra High	10	| 330 | 450 | 460 | 510
3036001 San Clemente High	10	| 330 | 340 | 415 | 425 | 436 | 445 | 450 | 460 | 510 | 535 | 610 | 720
3038569 Dana Hills High	10	| 330 | 340 | 415 | 425 | 436 | 445 | 450 | 460 | 510 | 530 | 535 | 610 | 720
6027585 Concordia Elementary	10	| 330 | 415 | 450 | 530
6027593 Crown Valley Elementary	10	| 330 | 340 | 415 | 425 | 450 | 535 | 710 | 720

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School (operated AS an LEA	55- Charter School (operated as by an LEA

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6027601 Las Palmas Elementary	10	| 330 | 415 | 535
6027627 Palisades Elementary	10	| 330 | 340 | 415 | 425 | 445 | 450 | 460 | 535 | 610
6027635 Dana (Richard Henry) Elementary	10	| 330 | 340 | 415 | 450 | 530 | 535 | 610 | 720
6027643 San Juan Elementary	10	| 330 | 415 | 610 | 720
6058929 Forster (Marco F.) Middle	10	| 330 | 340 | 415 | 425 | 436 | 445 | 450 | 460 | 510 | 530 | 535 | 610 | 710 | 720 | 730
6068589 Viejo Elementary	10	| 330 | 415
6089452 Castille Elementary	10	| 330 | 415 | 425 | 436 | 445 | 450 | 460 | 535 | 610 | 720
6094619 Del Obispo Elementary	10	| 330 | 340 | 415 | 425 | 450 | 460 | 510 | 535 | 610
6095087 Moulton Elementary	10	| 330 | 340 | 415 | 450 | 530 | 535
6095095 Niguel Hills Middle	10	| 330 | 340 | 415 | 425 | 435 | 436 | 445 | 450 | 460 | 510 | 535 | 610 | 710 | 715 | 720
6096093 Barcelona Hills Elementary	10	| 330 | 415 | 425 | 445 | 450 | 460 | 535 | 610
6097398 Ambuehl (Harold) Elementary	10	| 330 | 340 | 415 | 450 | 510 | 535
6097406 Shorecliffs Middle	10	| 330 | 340 | 415 | 425 | 445 | 450 | 460 | 510 | 535 | 610 | 710 | 720
6098495 Hankey (Carl H.) Elementary	10	| 330 | 340 | 415 | 450 | 610 | 720
6101125 Newhart Middle	10	| 330 | 340 | 415 | 425 | 445 | 450 | 460 | 510 | 530 | 535 | 610 | 710 | 720 | 730
6106801 Bergeson (Marian) Elementary	10	| 330 | 415 | 425 | 445 | 450 | 510 | 535 | 610

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School(operated AS an LEA	55- Charter School(operated as by an LEA

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6106819 Benedict (Truman) Elementary	10	| 330 | 340 | 415 | 450 | 535
6108740 White (George) Elementary	10	| 330 | 340 | 415 | 425 | 445 | 450 | 460 | 510 | 530 | 535 | 610 | 720
6109474 Reilly (Philip J.) Elem./Spec.Ed.	10	| 330 | 340 | 415 | 425 | 436 | 445 | 450 | 460 | 530 | 535 | 610 | 720
6110852 Arroyo Vista Elementary	10	| 330 | 340 | 415 | 425 | 445 | 450 | 510 | 535 | 610 | 720
6111397 Aliso Viejo Middle	10	| 330 | 340 | 415 | 425 | 436 | 445 | 450 | 510 | 515 | 520 | 530 | 535 | 720
6111793 Bathgate Elementary	10	| 330 | 340 | 415 | 425 | 445 | 450 | 460 | 535 | 610 | 720
6111801 Hidden Hills Elementary	10	| 330 | 340 | 415 | 425 | 445 | 450 | 460 | 610 | 720
6111819 Lobo (Clarence) Elementary	10	| 330 | 340 | 415 | 425 | 445 | 450 | 460 | 510 | 535 | 610 | 720
6111827 Malcom (John) Elementary	10	| 330 | 340 | 415 | 436 | 445 | 450 | 460 | 535 | 610
6111835 Wood Canyon Elementary	10	| 330 | 340 | 415 | 425 | 450 | 510 | 530 | 535 | 610 | 720
6113344 Oak Grove Elementary	10	| 330 | 340 | 415 | 425 | 450 | 460 | 510 | 535 | 610 | 710 | 720
6114516 Las Flores Elementary	10	| 330 | 340 | 415 | 450 | 610 | 720
6114524 Wagon Wheel Elementary	10	| 330 | 340 | 415 | 450 | 535
6115406 Ayer (Bernice) Middle	10	| 330 | 340 | 415 | 425 | 445 | 450 | 460 | 510 | 515 | 535 | 610 | 720
6117634 Avila (Don Juan) Elementary	10	| 330 | 415 | 450 | 535
6117642 Avila (Don Juan) Middle	10	| 330 | 340 | 415 | 425 | 435 | 436 | 445 | 450 | 460 | 510 | 530 | 535 | 610 | 720 | 730

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School(operated AS an LEA	55- Charter School(operated as by an LEA

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6117725 Las Flores Middle	10	| 330 | 340 | 415 | 425 | 436 | 445 | 450 | 460 | 510 | 535 | 610 | 715 | 720
6117733 Kinoshita Elementary	10	| 330 | 415
6117741 Tijeras Creek Elementary	10	| 330 | 340 | 415 | 425 | 445 | 450 | 460 | 510 | 535
6117881 Dana (Richard Henry) Exceptional Needs	10	| 330 | 340 | 415 | 425 | 436 | 445 | 450 | 460 | 535 | 610 | 710 | 720 | 725 | 730
6118947 Chaparral Elementary	10	| 330 | 340 | 415 | 450 | 610 | 720
6118954 Marblehead Elementary	10	| 330 | 340 | 415 | 425 | 450 | 460 | 510 | 535 | 610 | 720 | 730
6120281 Laguna Niguel Elementary	10	| 330 | 340 | 415 | 445 | 450 | 535
ADULTED *** Sch Code Not Found ***	15	| 330 | 415 | 510
ADULTTR *** Sch Code Not Found ***	15	| 330 | 340 | 415 | 425 | 435 | 436 | 445 | 450 | 460 | 510 | 530 | 610 | 730
3030798 Bridges Community Day	31	| 330 | 510 | 515 | 530
0123729 *** Sch Code Not Found ***	55	| 330 | 415 | 535
0124743 *** Sch Code Not Found ***	55	| 330 | 340 | 415 | 445 | 450 | 535
6117758 Journey	55	| 330 | 340 | 415 | 535

Oxford Preparatory Academy 55 330, 415, 450, 510, 530, 535
Community Roots 55 330, 415, 450, 510, 530, 535

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School(operated AS an LEA	55- Charter School(operated as by an LEA

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Other Facility (002)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6927644 T.E.R.I. Inc. - The Country School	70	| 330 | 535, 510, 530
6937278 Mardan School	70	| 330 | 510, 530, 535
6937437 Speech and Language Development Center	70	| 330 | 415 | 425 | 445 | 450 | 535 | 610 | 710 | 720 | 820 | 855 | 860
7098866 Ocean View School	70	| 330 | 415 | 425 | 450 | 510 | 545, 535
7102387 Pyramid Autism Center	70	| 330, 415, 510, 535
7102924 Canal Street Elementary School	70	| 330 | 340 | 415 | 450, 535
0110916 Larry M. Simmons High School-Bodega	71	| 330 | 510 | 515, 535, 545
6941041 Larry M. Simmons High School-Kiva	71	| 330 | 510, 535, 545
7071533 Oak Grove Institute/Jack Weaver School	71	| 330 | 510 | 515, 535, 545
0121616 *** Sch Code Not Found ***	72	| 330
6130975 Cathedral Home for Children - Mae Olson Education	72	| 330 | 510 | 515, 530, 535, 545
6130983 Chileda	72	| 330 | 425 | 510 | 515, 530, 535, 545
6130991 Cinnamon Hills School	72	| 330 | 510 | 515, 530, 535, 545
6131049 Devereux Cleo Wallace - Westminster	72	| 330 | 510, 530, 535, 545
6131056 Devereux Texas - League City	72	| 330 | 510 | 515, 530, 535, 545
6131114 Heritage Schools, Inc.	72	| 330 | 510 | 515 | 530, 535, 545

Orange County Jails 32 330, 415, 510

Please ensure that the following are included on this form: (Ages 6-22)	
30-Juvenile Court	40-Home Instruction
45-Hospital Facility	50-Community College
51-Adult Education Program	70 -Nonpublic Day School
71/72- Nonpublic Residential	79- Nonpublic Agency
22	

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Other Facility (002)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6131254 Yellowstone Boys & Girls Ranch	72	| 330 | 510 | 545, 530, 535

Please ensure that the following are included on this form: (Ages 6-22)	
30-Juvenile Court	40-Home Instruction
45-Hospital Facility	50-Community College
51-Adult Education Program	70 -Nonpublic Day School
71/72- Nonpublic Residential	79- Nonpublic Agency

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Infant Services (003)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6027593 Crown Valley Elementary	10	| 330 | 415 | 450 | 460 | 520 | 710 | 720, 210, 220, 230, 240, 250 260, 270, 535
6111827 Malcom (John) Elementary	10	| 415
6117881 Dana (Richard Henry) Exceptional Needs	10	| 330 | 415 | 425 | 450 | 460 | 610 | 710, 210, 220, 230, 240, 250, 260, 270, 535

Please ensure that the following are included on this form: (Ages 0-2)	
40-Home	45 Hospital Facility
62-Child Devt. or Child Care	65- Extended Day Care
10 Public Day School	19- Other Public School/Facilities
11- Public Residential School	
00-No School	

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Pre-School Services 004		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
0100735 Canyon Vista Elementary	10	| 330 | 415 | 535
0100883 Vista del Mar Elementary	10	| 415
0100909 Ladera Ranch Elementary	10	| 330 | 415 | 450
0108704 Oso Grande Elementary	10	| 330 | 340 | 415 | 535
6027585 Concordia Elementary	10	| 330 | 415 | 450 | 535
6027593 Crown Valley Elementary	10	| 330 | 340 | 415 | 436 | 445 | 450 | 460 | 535 | 610 | 710 | 720 | 900
6027601 Las Palmas Elementary	10	| 330 | 415 | 450 | 460
6027627 Palisades Elementary	10	| 330 | 415 | 425 | 450 | 460 | 535
6027635 Dana (Richard Henry) Elementary	10	| 330 | 415
6027643 San Juan Elementary	10	| 415
6068589 Viejo Elementary	10	| 415
6089452 Castille Elementary	10	| 330 | 415 | 450 | 460 | 535
6094619 Del Obispo Elementary	10	| 330 | 415 | 450 | 460 | 535 | 610
6095087 Moulton Elementary	10	| 330 | 415
6096093 Barcelona Hills Elementary	10	| 415 | 450 | 535
6097398 Ambuehl (Harold) Elementary	10	| 330 | 415 | 535

Please ensure that the following are included on this form: (Ages 3-5)	
40 Home Instruction/00 - No school	45 Hospital Facility
61-Head Start Program	62- Child Devt. or Child Care
State Preschool Program	64- Private Preschool
65-Extended Day Care Program	11- Public Residential School
10-Public Day School	19-Other Public School/Facilities

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Pre-School Services 004		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6098495 Hankey (Carl H.) Elementary	10	| 330 | 415 | 450 | 535
6106801 Bergeson (Marian) Elementary	10	| 330 | 415 | 425 | 450
6106819 Benedict (Truman) Elementary	10	| 415
6108740 White (George) Elementary	10	| 330 | 415 | 535
6109474 Reilly (Philip J.) Elem./Spec.Ed.	10	| 330 | 340 | 415 | 425 | 445 | 450 | 460 | 535
6110852 Arroyo Vista Elementary	10	| 330 | 415
6111793 Bathgate Elementary	10	| 330 | 415 | 450 | 535
6111801 Hidden Hills Elementary	10	| 330 | 340 | 415 | 450 | 535
6111819 Lobo (Clarence) Elementary	10	| 330 | 415 | 425 | 436 | 450 | 460 | 535 | 610 | 730
6111827 Malcom (John) Elementary	10	| 330 | 340 | 415 | 425 | 450 | 460 | 535
6111835 Wood Canyon Elementary	10	| 330 | 340 | 415 | 450 | 460 | 535
6113344 Oak Grove Elementary	10	| 330 | 340 | 415 | 445 | 450 | 460 | 535
6114516 Las Flores Elementary	10	| 330 | 415 | 425 | 436 | 450 | 460 | 535 | 610
6114524 Wagon Wheel Elementary	10	| 330 | 415 | 535
6117634 Avila (Don Juan) Elementary	10	| 330 | 415 | 450 | 535
6117733 Kinoshita Elementary	10	| 330 | 415

Please ensure that the following are included on this form: (Ages 3-5)	
40 Home Instruction/00 - No school	45 Hospital Facility
61-Head Start Program	62- Child Devt. or Child Care
State Preschool Program	64- Private Preschool
65-Extended Day Care Program	11- Public Residential School
10-Public Day School	19-Other Public School/Facilities

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Pre-School Services 004		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6117881 Dana (Richard Henry) Exceptional Needs	10	| 330 | 340 | 415 | 425 | 435 | 436 | 450 | 460 | 610 | 720 | 730
6118947 Chaparral Elementary	10	| 330 | 415 | 450 | 460 | 535 | 610 | 730
6118954 Marblehead Elementary	10	| 330 | 415 | 450 | 510 | 535
6120281 Laguna Niguel Elementary	10	| 415

Please ensure that the following are included on this form: (Ages 3-5)	
40 Home Instruction/00 - No school	45 Hospital Facility
61-Head Start Program	62- Child Devt. or Child Care
State Preschool Program	64- Private Preschool
65-Extended Day Care Program	11- Public Residential School
10-Public Day School	19-Other Public School/Facilities

ANNUAL BUDGET PLAN

FISCAL YEAR: 2012-13

The Annual Budget Plan shall identify expected expenditures for all items required by this part as listed below. The *SACS Codes* provide source information from the LEA(s) reporting.

	Reference/Label	Instructions	Totals
A	Funds received in accordance with Chapter 7.2 (commencing with Section 56836). (Special Education Program Funding)	<i>SACS Resource Code</i> 6500 (State), 3300-3499 (Federal) 6515-6535 (Gen Fund)	38,402,710
B	Administrative costs of the plan.	<i>SACS Goal Code</i> 5001 Function 2100	3,171,779
C	Special Education services to pupils with severe disabilities (1) and low incidence disabilities (2).	<i>SACS Goal Code</i> 5710	773,568
		<i>SACS Goal Code</i> 5730	7,403,134
		<i>SACS Goal Code</i> 5750	33,414,181
D	Special education services to pupils with non-severe disabilities .	<i>SACS Goal Code</i> 5770	24,200,859
E	Supplemental aids and services to meet the individual needs of pupils placed in regular education classrooms and environments.	Any <i>SACS Goal Code</i> with <i>SACS Function Code</i> 1130 ¹	4,468,815
F	Regionalized operations and services, and direct instructional support by program specialists in accordance with Article 6 (commencing with Section 56836.23) of Chapter 7.2. (SELPA Program Specialists Funding)	<i>SACS Goal Code</i> 5050	
		<i>SACS Goal Code</i> 5060	
G	The use of property taxes allocated to the special education local plan area pursuant to Section 2572.	Statement is included in Local Plan	

¹ Function Activity Classification can be located at:
<http://www.cde.ca.gov/be/ag/ag/yr08/mar08item24a6.doc>

FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY

Received by the Superintendent of Public Instruction: Date: _____ By: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 11, 2012

OPPORTUNITIES FOR LEARNING CHARTER SCHOOL PETITION RENEWAL

BACKGROUND INFORMATION

A petition for the Opportunities for Learning Charter School was approved by the District on February 25, 2002, with a subsequent five-year renewal on January 8, 2007. In accordance with Education Code §47605, OFL submitted a second charter petition renewal to the District on May 1, 2012.

In accordance with Education Code §47605 and Board Policy 0420.4, the Board will hold a public hearing on June 11, 2012, to consider the level of support for the petition.

CURRENT CONSIDERATIONS

Charter school legislation, Assembly Bill 544, stipulates that the governing board of a school district may not deny a petition for the establishment of a charter school unless it makes written factual findings, specific to the petition, setting forth specific facts to support one or more of the following findings:

- (1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.
- (2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
- (3) The petition does not contain the required number of signatures.
- (4) The petition does not contain an affirmation of each of the required conditions as set forth in Education Code §47605(d): the charter school will be nonsectarian in admissions policies, employment practices, and all other operations; shall not charge tuition; and shall not discriminate against any pupil on the basis of ethnicity, national origin, gender, sexual orientation, or disability.
- (5) The petition does not contain reasonably comprehensive descriptions of 16 specified elements of the program in accordance with Education Code §47605(b)(5)(A-P).

In addition, Education Code §47605(g) provides that the governing board require the petitioner to provide information regarding the proposed operation and potential effects of the school, including, but not limited to, the facilities to be utilized by the school, the manner in which administrative services are to be provided, and potential civil liability effects, if any, upon the school and upon the school district.

A review of the OFL petition was conducted by District staff. Throughout the past several months, staff met with OFL leaders to refine areas of the petition and solidify Assembly Bill 544 requirements.

FINANCIAL IMPLICATIONS

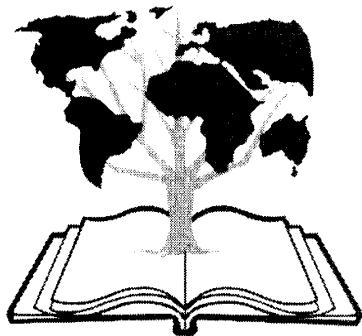
Additional revenue to the District would be limited to up to one percent of revenues received by OFL to compensate for fiscal, educational, and legal oversight required by law. There may be some loss of ADA revenue if District students elect to enroll in the charter school. OFL currently serves 445 students, 380 of whom reside within the boundaries of the District.

OFL will continue to operate out of its own facility and will not require facilities under Proposition 39 legislation.

STAFF RECOMMENDATION

It is recommended the Board President recognize Dr. Julie Hatchel, Assistant Superintendent, Education Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve a five-year renewal of the Opportunities For Learning Charter School petition.



Opportunities For Learning Public Charter Schools

EMS

**OPPORTUNITIES FOR LEARNING
CAPISTRANO PUBLIC CHARTER SCHOOL PETITION**

Submitted to:

CAPISTRANO UNIFIED SCHOOL DISTRICT

Submitted January 24, 2011

Renewal July 1, 2012

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I. Founders and Leadership Team

A. Founders

Opportunities For Learning Public Charter Schools ("OFL" or "Opportunities For Learning") grew out of the dream and passion of educators John and Joan Hall. The former Los Angeles Unified School District teachers share a special commitment to providing educational alternatives for at-risk students.

John Hall studied for the ministry at Princeton Theological Seminary before deciding to follow his passion for education. He returned to Hollywood High School as a teacher and Assistant Dean of Students - where dropouts and failing students were commonplace.

Joan Hall was also gifted in helping students with special needs, teaching elementary school and special education in the Watts section of Los Angeles for more than ten years.

The Halls believe that some students are better suited to alternative forms of education. Opportunities For Learning marks the realization of their dream - a dream that involves using the best of American creativity and innovation to provide outstanding public educational options for all children.

Since 1987, OFL has helped thousands of young men and women find the courage and discipline to re-engage in their education, earn a high school diploma and follow their own dreams after graduation, including the pursuit of post-secondary educational opportunities.

B. Leadership Team

Opportunities For Learning has an experienced and respected senior leadership team. A short biography of each of our current senior leadership team members is included in Exhibit A. (Exhibit A, as well as the other Exhibits attached hereto contain information current as of the time of submission of this Petition, and are, therefore, subject to change as necessary or appropriate after submission of this Petition).

C. Advisory Board

Opportunities For Learning also benefits from the wisdom and multi-faceted experience of an Advisory Board consisting of respected professionals from the fields of business, education and academia. A list of our current Advisory Board members is included in Exhibit B.

II. School Vision, Mission and Educational Philosophy

Opportunities For Learning Mission

Opportunities For Learning will be the best guided independent study public school empowering underserved students by unlocking their passions and dreams and moving them daily toward graduation.

A. Educational Philosophy

Opportunities For Learning believes that an educated person in the 21st century will be a lifelong learner possessing the following skills necessary to meaningfully contribute to society at large:

1. Initiative and self direction
2. Flexibility and adaptability
3. Leadership and responsibility
4. Productivity and accountability

Opportunities For Learning will provide educational opportunities to those students most at risk of reaching adulthood without the knowledge, skills and attributes required to enjoy productive and fulfilling lives. The Charter School will offer students an opportunity to recover academically and get back on track to receive a high school diploma.

The paramount goals of the Charter School are: (i) to offer a comprehensive learning experience to the Target Students; (ii) to identify students who are not being served in the traditional public school system and provide them educational services; (iii) and to help these Target Students become self-motivated, competent, life-long learners. The Charter School Program also strives to provide pupils and parents expanded educational choices within California's public school system.

We believe students should be involved in the planning and implementation of their own educational program. The program is designed so that students work within an educational program in which they learn best, thereby avoiding boredom and frustration. Through the use of discreet, standards based assignments that can be completed in a few days, students will receive immediate feedback and continual encouragement that will build success and lead to greater self-confidence. In addition, the academic and behavioral standards to which the students will be held will develop self-discipline and productive work habits.

B. Students to be Served

It is the intent of the Charter School to serve students in grades 7-12 currently existing outside traditional public schools through guided independent study. Opportunities For

Learning students may include, among others, single parents without childcare, expectant mothers, individuals in the juvenile justice system, truants, pupils with extended unexcused and unexplained absences (e.g. for more than twenty days), students with behavioral problems, students with IEP's identifying independent study as the appropriate best modality for learning. (Please refer to Section D for a detailed discussion of special education.)

Students transferring into the Charter School may be referred by:

- District/administrative referrals.
- Court/judicial system referrals.
- Social Service and Community agencies.
- Self-referral.
- Word of mouth (often from students and/or siblings already attending the Program).
- Expulsion committees.

Nothing in this section precludes the Charter from eventually offering an independent study educational program serving grades K-6.

C. Curriculum and Instructional Design

The Charter School endeavors to move its students from a rule-based to a performance-based education and provide students the opportunity to complete academic work and credits, based upon the California content standards, through a variety of means, including, but not limited to, tutoring, direct instructional classes, and personalized communication.

Curriculum

The curriculum is based on the California Curriculum Frameworks and State content standards in each of the subject areas. The curriculum focuses on courses covering core knowledge to ensure that students receive a strong foundation of basic skills so that they can reach proficiency in all core content areas. Students receive ongoing personalized support from highly qualified teachers in all core subjects. In addition, advanced courses (including Advanced Placement English and Math) and electives are available for those students who desire to progress beyond the "core" subjects areas. (Please see Exhibit C: Student/Parent Handbook).

Curriculum offerings include various levels of courses in English, Math, Science, Social Studies, Physical Education, Health, Art, Music, and other subjects (the "Subject Areas" Please see Exhibit D: Curriculum and Assessment). In order to match the individual student's level of prior knowledge and motivation, these rigorous courses are scaffold in varies ways and presented in a language and format that are readily comprehensible to all learners. Scaffolded courses are designed to provide structured learning for students who may score lower in proficiency levels, while standard coursework is framed around the University of California A-G approved courses and electives, and are

available for those students who intend on college preparation curriculum. In recent years we've added advanced placement courses to our menu of college preparatory curriculum, and our curriculum department is nearing its goal of providing options for all A-G requirements with the addition of Spanish 1 and 2, and a Biology lab. As a school we work to move our students in need or remediation in to college preparatory courses. Students and parents are informed about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements during the enrollment meetings, in newsletters and in the student handbook (see Exhibit C: Student/Parent Handbook).

In accordance with the intent of the state legislature, the Charter School shall also be a forum for piloting and implementing new instructional methodologies and curricular materials, using current research to guide our decision making. To that end, new materials, innovations and improvements are emphasized. The curriculum, to the extent possible, draws on local community resources to expand the students' educational experiences. Examples of these include, Online curriculum, a spoken word poetry class aimed at developing literacy, PX2 (Pathways to Extreme Success) focused on motivating at-risk students, and Small Group Instruction classes focused on bringing students together in a non- traditional educational environment.

Instructional Design

The Charter School's instructional model creates students who continually improve their academic performance, regularly attend their learning sessions and develop positive attitudes about learning and school.

All students who enroll in the program are placed in the appropriate level of curriculum based on assessed reading levels and remaining graduation requirements. Only materials that have not been mastered are required and advancement is determined on actual mastery of skills. Learning is thus focused on the specific skills and tasks that will result in the maximum advancement in the minimum time. This focused approach to learning permits students to devote time on the acquisition of higher order learning tasks, such as analysis, evaluation and synthesis.

The key components of our instructional program are:

- Focused Learning and Subject Matter Concentration: Students generally work on only one or two courses at a time. Concentrating on a few subjects at a time permits greater depth of learning in each subject area and allows students who may have difficulty concentrating on several core subject areas to focus on specific subjects and skills. This focused approach allows students to master content thoroughly, complete a course more quickly than in a traditional semester system, and to achieve rapid progress that helps motivate them to continue.

Due to a variety of reasons including low levels of confidence in school that come with persistent failure, many at-risk students have difficulty focusing on five or six

courses at once and become overwhelmed trying to manage their time for each course effectively, and if forced to do so, may abandon formal learning altogether. By focusing on no more than three subjects at a time, students are able to perform at maximum proficiency level, perceive greater control over their learning and enjoy increased self-efficacy.

- **Self-paced learning:** The guided independent study format permits each student to tailor his or her work pace to meet personal needs and goals. Teachers and other support staff, including tutors, center coordinators, special education department, and student advisors are able to coach students towards their individual goals while assisting students to focus on areas of growth. With teachers helping students towards positive motivation and attitude, guided independent study is a proven formula for accelerated learning.
- **Mastery:** Students are placed in the core subjects of English Language Arts, and Mathematics based on the assessed achievement levels and other data, including the student's transcripts of previous coursework and state test results. Advancement and actual mastery of skills is determined through a variety of assessment modalities, including but not limited to, teacher observational data, work samples, and traditional tests. Many of these assessments are tailored to meet the specific learning style of the student, including compositions, multimedia presentations, and artistic expression. To earn credit in a course, a student must demonstrate mastery by achieving a grade of 70% or better in a course. That Charter School defines mastery as a score of 70% or higher, therefore students who do not meet this requirement must review and revisit curriculum with additional scaffolding, including Small Group Instruction and individualized tutoring in the Learning Center.
- **Student Schedule:** Opportunities For Learning students are encouraged to complete a set number of assignments per week and to attend regular appointments for assistance and assessment. These appointments occur at least bi-weekly, however students are required to attend as often as needed to ensure they are making satisfactory progress on all requirements necessary to earn a high school diploma. This provides students with a structured schedule that promotes good work habits. It also provides the teachers an opportunity to evaluate student work at least twice each week, or at the teacher's discretion, to intervene in a timely manner should a problem arise.

Additional student appointments may be required for Small Group Instruction courses, meetings with Student Advisors, tutoring, and group learning activities. Small Group Instruction course include instruction in core content areas, while incorporating test taking strategies and study skills. Appointments with Student Advisors are customized for the individual student's post-secondary goals. Support includes but is not limited to coaching towards graduation, skills inventories,

research into college and vocational options, resume writing, job applications, and FAFSA and college applications.

- **Intervention:** Personal issues or logistical problems may sometimes hinder students from completing coursework. Personalized interaction between the teacher and students makes it possible for such issues to be potentially discovered at the beginning stages and for effective and timely intervention to occur. The opportunity for success is greatly increased when students are matched with a caring teacher, and other supportive staff in the school community. When the students experience unusual economic or personal hardship, the Charter School staff may consult with local governmental, health and charitable entities in an attempt to ensure that the student receives the necessary support.

Beginning in the 2009-2010 school year, the Instructional Equity Initiative at the Charter School was implemented in order to provide professional development for teachers and intervention strategies for students in order to close any achievement gaps by race or socioeconomic status at the Charter School. A variety of professional development activities and student interventions were employed, all within the framework of goal-setting, accountability, and high expectations. Workshops for staff focused on maintaining high expectations for all students regardless of circumstance, as well as providing intervention strategies for working with struggling students. Teams of staff at learning centers with the highest population of socioeconomically disadvantaged and lower achieving students met in professional learning community (PLC) teams to take on their graduate (20% increase) and CAHSEE passage (10% increase) growth goals and commit to the asset-based strategies they would use in working with students to meet these goals.

Interventions employed through the Instructional Equity Initiative included peer tutoring and peer mentoring, study groups for at-risk groups such as teen parents and boys, study skills classes, teachers providing positive reinforcement of incremental student behavior improvements, support with transportation, meetings with school psychologists, and collaborative meetings between teachers, support staff, parents, and students that resulted in student contracts.

In its first year, interventions employed by the Instructional Equity Initiative led to significant gains in graduation rates (90% more students graduated at previously underperforming learning centers) CAHSEE passage (11.4% gain in ELA and 15% gain in Math passage), and API achievement gap narrowing (16 point growth for African American subgroup, 47 point growth for Latino subgroup, and 41 point growth for Socioeconomically Disadvantaged subgroup).

The Charter School may employ, in a manner consistent with charter school laws, any instructional modality that will produce optimal educational outcomes. Given

appropriate facilities, the District recognizes the right of the Charter School to create site-based programs in addition to its non-classroom independent study offering.

Small Group Instruction and tutoring will also be offered in a manner flexible enough to take advantage of the unique structure of our curriculum, and to provide additional support to students as they matriculate through their Performance Plan. Small Group Instructors are trained in current research-based teaching practices in order to effectively engage students, many of whom have had negative classroom-based experiences in the past. Small Group Instruction takes place in groups as small as 6 and no larger than 20, allowing for an increased amount of differentiation and 1-on-1 support for struggling students. Efforts are made to create strong relationships among the students in Small Group Instruction courses so that they can support each other instructionally and motivate each other towards completion of course work.

To provide students an alternative method of accessing the curriculum, select curriculum is offered via the Internet through an online program. The online program offers students interactive, mastery-based lessons in English, Math, Science, and Foreign Language. Advanced Placement courses are available to students who do not have the opportunity to take such classes in a Small Group Instruction environment. Courses are monitored and facilitated by trained teachers who have been provided instructional strategies specific to online learning. The online curriculum accommodates various reading levels by utilizing a variety of instructional strategies including spoken text, transcripts of videos, interactive dictionaries, and for mathematics courses the ability to have the text read to the student in Spanish if necessary. A calendar located within the online classroom is utilized to assist the students with time management by providing assignment due dates

- Personalized Approach (Individualized Education)
Every effort will be made to encourage students to succeed. As part of this effort, teachers and support staff will determine whether there are logistical problems or personal issues that hinder students from completing their course work. The personalized interaction between teachers and students makes it possible for such issues to be discovered at the early stages of the relationship.

Absenteeism or the failure to complete course work is quickly noticed by the teacher at the learning sessions. Charter School policy requires that teachers contact parents of minor students if they fail to complete course work or fail to keep appointments during any school week. Teachers contact adult students directly. Teachers, staff and administrators make every reasonable effort to identify the reasons for student absenteeism and to encourage students to continue with the program.

The failure to complete course work or to meet performance standards may also be due to academic difficulty. This too will be quickly discovered in the learning session. In such cases, additional time at the Learning Center may be scheduled for supplemental review and practice of the subject matter. If the student has a pressing personal issue, the student may limit or reduce the number of courses that he or she is taking. Due to the flexible nature of the Charter School program, students will be able to reduce their course-load and concentrate on the number of courses in which they are able to succeed. This will help to avoid the problem that students sometimes face in conventional public school, where the sheer number of courses itself leads to failure. In addition, this will enable the students to maintain a connection with a schooling program. Such a connection, once broken, is often difficult to restore. By continuing with even one course, the student will be better able to regain the momentum needed to complete the course work.

Parents are encouraged to become involved in their child's program. The Charter School consults with parents on a regular basis. Parents are invited to participate in a data analysis group, which monitors student achievement and other action plan items.

Staff notifies parents immediately when problems with attendance, academic progress or personal issues arise. Parents are given suggestions about ways they can support the learning process. A written report of student progress is mailed to parents of Charter School students. Parents may also receive more regular updates by calling or emailing the teacher.

Student Advisors also hold meetings with parents and guardians to help guide them through post-secondary options and financial aid options

Students, with the support of their teachers and parents, are provided the opportunity to choose their appointment schedule and select the courses they want to take, based on the intake assessment and the educational path they choose. We believe that allowing students' input in their own educational experience promotes a positive attitude toward school and persistence in learning.

D. Services to Disabled and Special Needs Students

The Charter School recognizes the importance of providing educational opportunities to all students regardless of the special needs they face. In some instances, the smaller and more intimate learning environment, the personal connections with the general and special education staff, clear expectations, the ability to work on a fewer classes at one time, and the less distracting environment have all been identified as contributing factors to successful completion of credits and passage of the California High School Exit Exam (CAHSEE).

A student who is eligible for special education and related services may not participate in independent study, unless the student's IEP provides for such participation. Section 51745, subsection (c) of the Education Code states, "no individual with exceptional needs, as defined in Section 56026, may participate in independent study, unless his or her individualized education program, developed pursuant to Article 3 (commencing with Section 56340 of Chapter 4 of Part 30), specifically provides for that participation. The determination regarding the appropriateness of independent study for a particular student shall be made by the student's current IEP Team." The District agrees to provide specific information regarding appropriateness of independent study participation in the IEP for resident students of Capistrano Unified School District, prior to enrollment in the Charter School.

For the purposes of special education only, the Charter School is considered a local education agency ("LEA"), and as such must take steps to ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services ("DIS" or "Related Services") in conformity with their individualized education programs ("IEPs") and in compliance with the Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. § 1400 *et seq.*) and all applicable state and federal law. (Cal. Ed. Code § 47646(a).)

The District shall provide the Charter School all state or federal revenues that are generated by students attending the Charter School and distributed by the SELPA. The District shall immediately transfer such funds when they become available from the SELPA. The parties recognize the funds received for special education purposes from federal and state resources are currently inadequate, and that additional funds are required. It is the intent of the parties that, in addition to the above-mentioned funding received by the District, the Charter School will bear financial responsibility for the provision of special education services. The Charter School will be required to pay for all excess costs related to special education services to Charter School students. This payment of excess costs shall be considered a contribution to the special education programs of the District pursuant to Education Code Section 47646.

However, insofar as OFL is considered an LEA for purposes of Special Education and consistent with the Federal Individuals with Disabilities Education Act (Public Law 108-446) and California Charter Schools Act (Cal. Ed. Code §47600 *et seq.*), OFL will not bar enrollment of any student on the basis of a failure of a referring district or IEP team to comply with Education Code section 51745(c).

E. English Language Learners

Identification of and instructional support for English Language Learners (ELL) will begin upon enrollment. The California English Language Development Test (CELDT) will be administered annually to identified English Language Learners as specified in state law (see *Education Code* Section 60810 (d)(1-3)), to determine the level of English Language

Proficiency (ELP). The assessment will be utilized to track the progress of limited English proficient students in acquiring the skills of listening, speaking, reading, and writing in English. Consistent with *Lau v Nichols* and *Castaneda v. Pickard*, English Language Learners in the Charter School will be provided access to the core curriculum. Deficiencies in oral and written language will be remediated where necessary. It is the goal of the Charter School to raise ELP levels of students who score lower than a Fluent English Proficient (FEP) level. OFL's instructional program incorporates several elements "Specially Designed Academic Instruction in English" or SDAIE; including courses that support EL students, and the current development of a SDAIE specific course.

Other instructional materials may be utilized to more directly support the student's current learning needs.

OFL will provide translation services on an as needed basis for Charter School communication with non-English speaking parents of enrolled students.

III. Measurable Student Outcomes and Other Uses of Data

A. Measurable Student Outcomes

Student assessment, both formal and informal, is an essential component of the Charter School instructional model. Appropriately selected and administered assessment instruments provide information that is critical for

- Meaningful placement decisions.
- Documentation of student growth through pre-testing and post-testing.
- Assistance to teachers in making effective decisions about instructional content and pacing for individual students.
- Evaluation of overall Program effectiveness.

Test scores are only one indicator of a student's abilities and knowledge. Such scores are best used in context with other information about the student, and only after careful consideration of the most appropriate test to use and a full understanding of the individual student being tested. This is particularly true for an at-risk student whose progress is not typically reflected by traditional evaluation methods. To that end, the Charter School will use additional multiple measures and indicators to accurately determine student success.

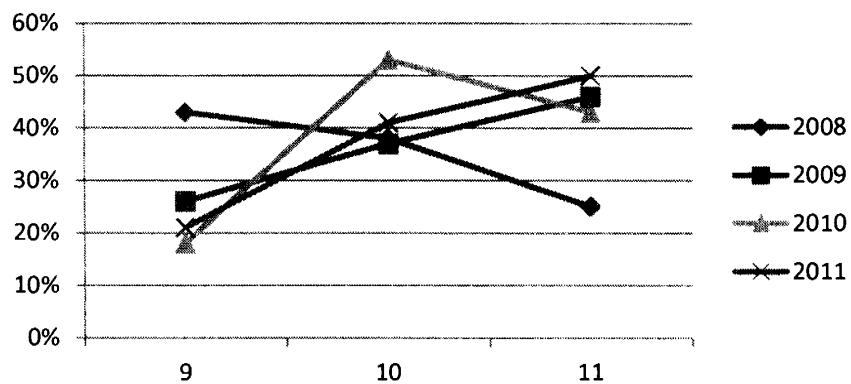
Student Academic Outcomes

Student success will be measured on the following academic outcomes:

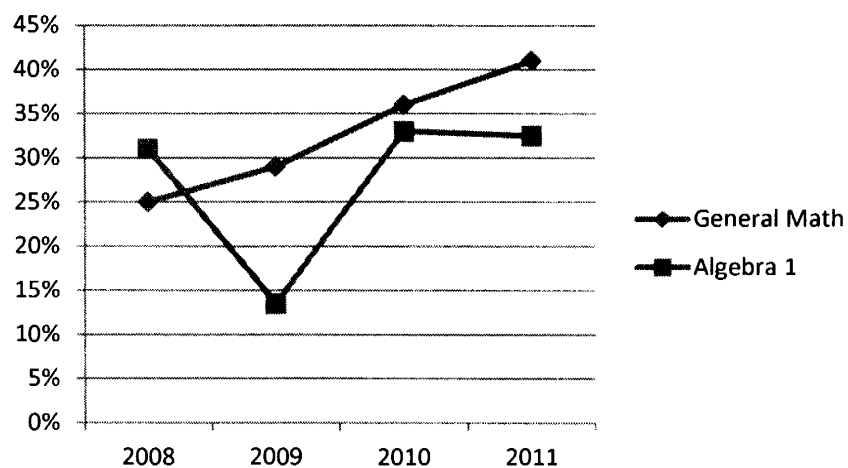
- Completion of all required course work leading to a California High School diploma
- Completion of all unit and course assessments with a grade of 70% or better
- Passage of the CAHSEE
- Movement from one proficiency level to the next in a given subject on the STAR tests and
- Movement from one proficiency level to the next on the CELDT

The charts below outline the growth OFL-Capistrano have achieved in the English Language Arts, Math, History and Science on California State Testing. Each line indicates the performance of students within the grade level indicated by the color.

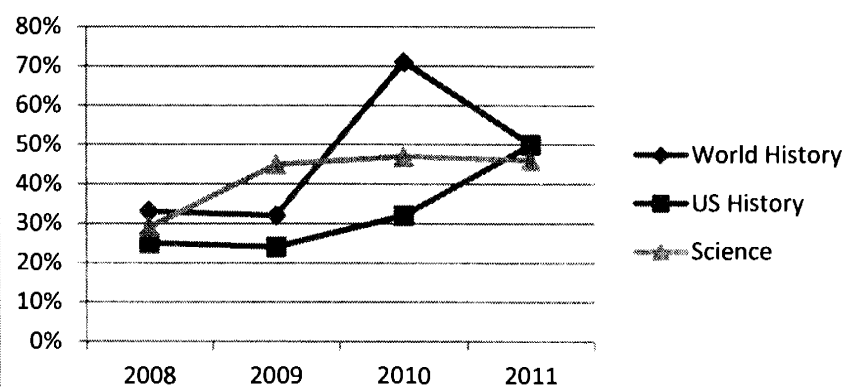
English-Language Arts CST Percent Basic



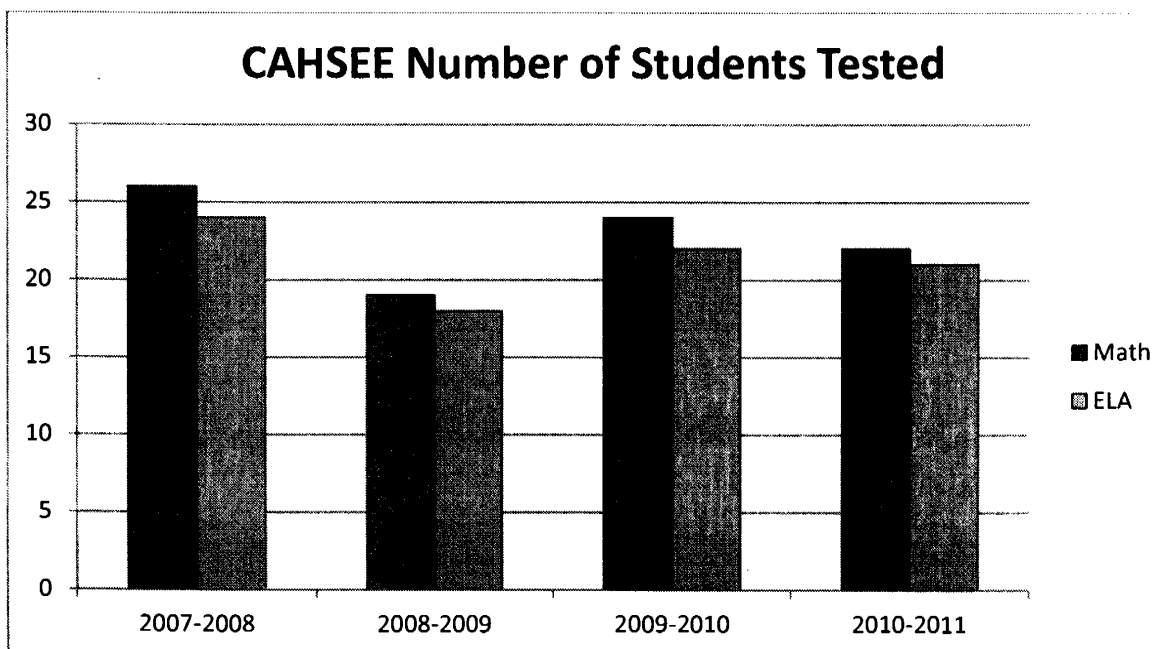
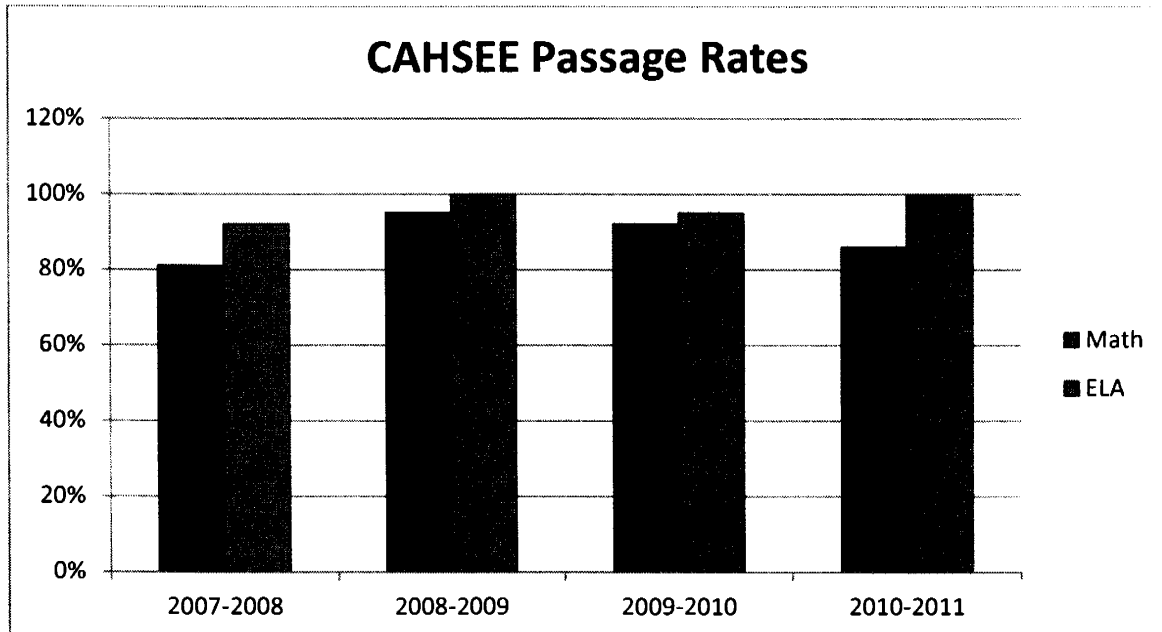
Math CST Percent Basic



History and Science CST Percent Basic



During the term of the OFL-Capistrano Charter, OFL has demonstrated the success of their program through their STAR results and CAHSEE passage rates. Below are two charts outlining OFL's CAHSEE success and the increased number of students tested over the last 4 school years.



Other Student Outcomes

Student success will also be measured on other non-academic outcomes including:

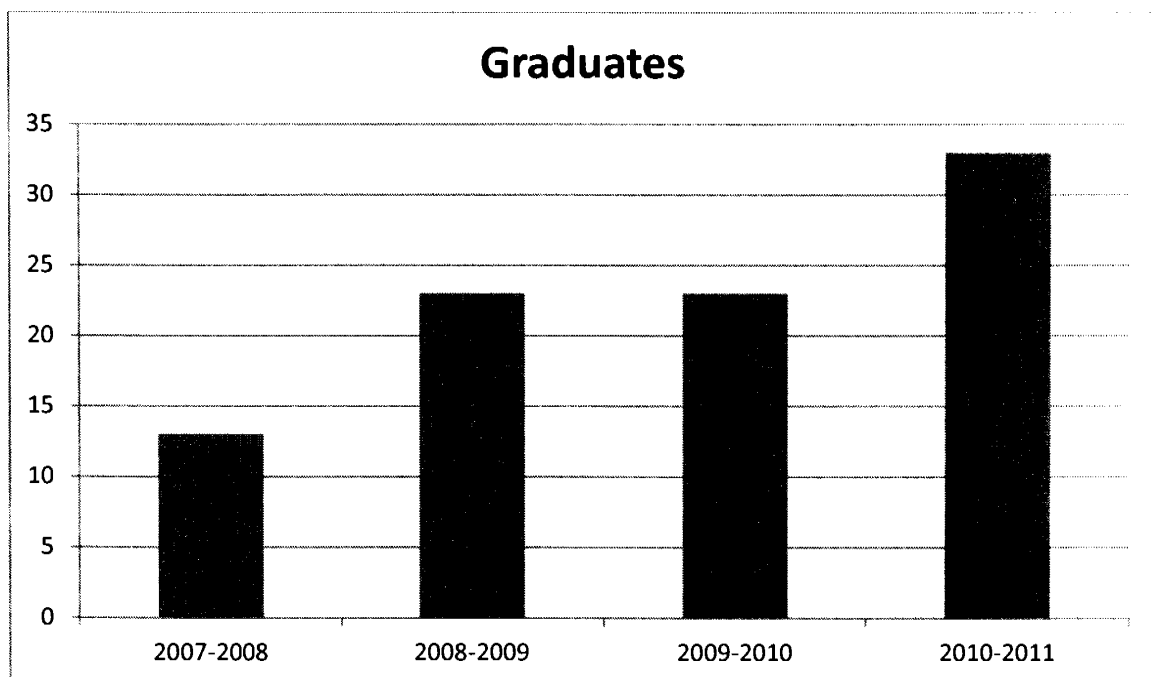
- Attendance
- Student discipline referrals
- Student attitudes about school

Combined, these student outcomes provide a holistic picture of the student's progress and success in the program. (Please see Exhibit K: Sample Charter Activities)

B. Program Outcomes

High School Diploma

The Charter School is authorized to award high school diplomas to those students who successfully complete the academic and behavioral requirements establish by the Charter School (Please see Exhibit D: Curriculum and Assessment). Graduation Requirements for students shall meet or exceed the Capistrano Unified School District requirements. Since the 2007-2008 school year, the OFL-Capistrano charter has graduated 92 students.

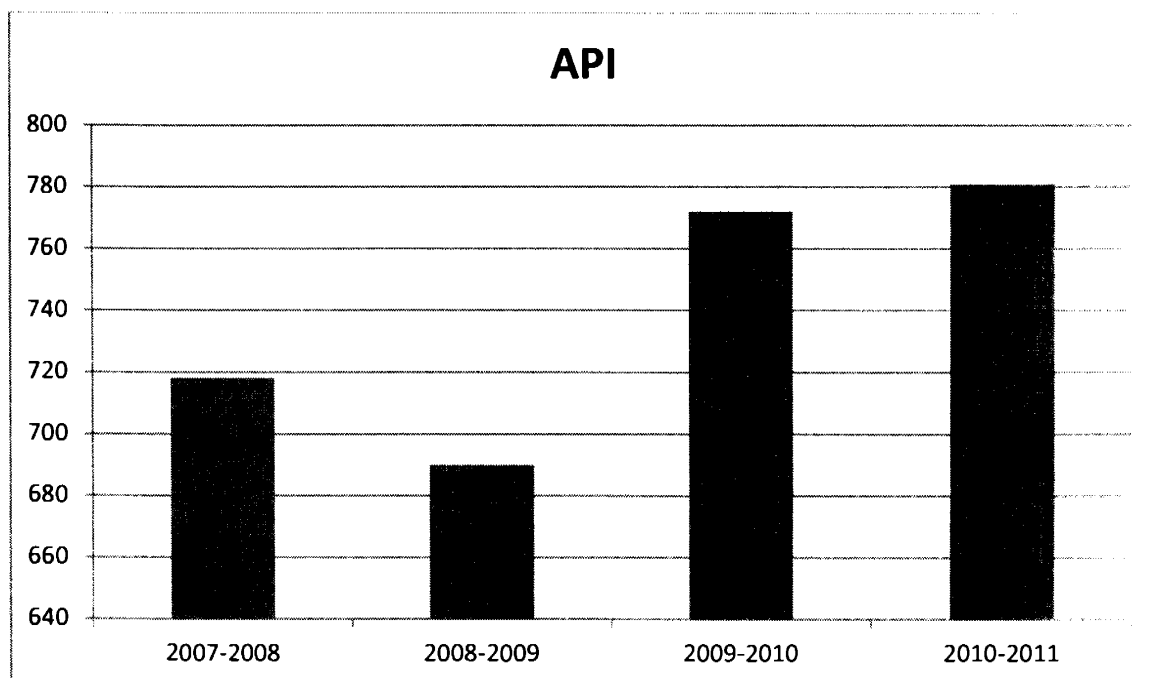


Accreditation

The OFL – Capistrano Charter is accredited by the Western Association of Schools and Colleges (WASC), the current term is through June 30, 2017. As such, accreditation will allow credits awarded by the Charter School to be transferable to the District. (Please see Exhibit J: WASC term letter and report.)

Academic Performance Index

It is the goal of the Charter School to meet the requirements for an Academic Performance Index growth report. Therefore, the Charter School (pursuant to Section 60605 of the Education Code) will administer all required state and national standardized assessments. (Please see Exhibit E: California CST scores, API/CAHSEE Results and Charter Growth). The below chart demonstrates the growth OFL-Capistrano has accomplished in the Academic Performance Index over the last four years; a 63 point gain.



Other Measures and Considerations

The goal of an academic recovery program is to assist students in catching up on credits and returning to their resident school or earning a diploma with the Charter School. However, many at-risk students, based upon their own academic and personal goals, transition in and out of the Charter School over the course of their academic careers.

Reflecting this transiency, it is necessary for the Charter School to measure longitudinal program outcomes utilizing multiple assessments across the entire student population. Therefore, the Charter School's specific expected outcomes are averaged over the length of years in which the charter petition is in effect, in order to gain an overview of the program's effectiveness and student learning.

Based on the length of enrollment for each student, the Charter School will utilize at least one of following measures of academic achievement in determining program success:

- Passage rates on the California High School Exit Exam (CAHSEE)
- STAR – movement of student from one proficiency level to the next in a given subject
- CELDT – movement from one proficiency level to the next
- Course Level Assessment – demonstration of proficiency in grade level courses using summative assessments.

Outcomes will be based upon a comparison with past performance and with the understanding that Opportunities For Learning students are those who have not or would not have been served in the traditional school environment. Reported results will be based upon average student performance over the years of the Charter School petition. A report of student progress and outcomes will be presented to the district annually.

Fundamental outcomes on which the Charter School should be judged include the periodic assessments in reading, writing and mathematics, the results on standardized tests and the API ranking as compared to similar programs where a student would have otherwise attended or schools within the District serving similar students. The Charter School should also be judged according to student and parent satisfaction indices, the number of students graduating from the Program and/or the number of students returning to traditional school environments.

The Charter School shall submit an annual report to Capistrano Unified School District within six months after the fiscal year, containing year-end information on academic outcomes (including results on the API, AYP, CAHSEE Passage rates and standardized tests) and the annual financial audit. Data provided in this report will be specific to students enrolled under this charter as approved by the Capistrano Unified Board of Trustees.

For purposes of renewal, the Charter School's academic program shall be judged according to whether the Charter School has meet at least one of the four academic standards as enumerated by Education Code 47607(b):

1. Attain an API growth target in the prior year or in the two of the last three years, or in the aggregate of for the three prior years;
2. Rank in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years;
3. Rank in deciles 4 to 10, inclusive, on the API for a demographically comparable school in the prior year or in two of the last three years; or
4. The academic performance of OFL is at least equal to the academic performance of the public schools that OFL students would otherwise have been required to attend, as well as the academic performance of the schools in the District, taking into account the composition of the student population that is served at OFL.

C. Methods of Assessment

Students will be regularly tested to adequately assess skill level growth and the appropriateness of the program in meeting their individual needs. All students will participate in any testing programs as required by law.

The Charter School utilizes a variety of assessments including standardized assessments, required State assessments, charter developed mid, and end of course assessments, as well as alternative assessment techniques including teacher developed rubrics as well as performance tasks and portfolios.

Personalized Assessment

After identification of students who are interested in enrolling, OFL identifies the particular needs of each student by providing diagnostic testing in content areas such as Math and English, to determine gaps in the individual student's knowledge and skill base. These assessments are scored immediately.

Enrollment interviews are also conducted. This process provides the student's teachers with a sense of the student's communication skills, how the student views schooling, why the student left his or her previous learning environment and what, if any, are the student's goals.

Understanding this affective domain is extremely important in working with this particular at-risk population and provides information the teacher can use in helping the student shape his or her educational and personal goals.

Using this data and the student's transcripts, the teacher, student and parent, work together to develop an individual plan (the "Performance Plan") to help maximize the student's goals. OFL recognizes that individual students have varied and often changing needs and teachers adjust the Performance Plan to meet these needs, while maintaining strict adherence to a well-defined set of content standards and graduation requirements. As such, students are provided a balance between structure and flexibility in their learning process.

The Charter School actively pursues the following objectives when developing the Performance Plan for each student:

- An assessment of the academic strengths and weaknesses of the student, using both formal and informal assessment procedures
- A thorough examination of the expectations for each individual student
- Determination of the degree of fit between the student's ability and the Charter School's expectations for the student
- An understanding of the cause of any discrepancy between the Charter School's expectations and the student's knowledge base

- Location of available resources and services so that an appropriate match between the expectations and the student's knowledge base can be achieved
- The development of a personalized plan of action that is flexible, modifiable and includes an evaluation procedure to determine achievement of desired outcomes

In all cases, students must demonstrate that they have met the standards required for the course work. Attendance is calculated and an audit trail of all course work is maintained for each student based on California Department of Education ("CDE") charter school regulations.

IV. Governance Structure

Education Management Systems II, Inc. ("EMSII"), the sole member of EMS-C, LLC, is a corporation engaged in providing educational support and management assistance to charter schools. John and Joan Hall, the founders of EMS, each possess 35 years of experience in providing educational services to at-risk students in California.

EMS-C, LLC will operate the Charter School. The Charter School will provide the various professionals and administrative services necessary to implement its educational and administrative plans. EMS-C, LLC will be responsible for the fiscal and educational programs of the Charter School. EMS-C, LLC and/or its representatives shall also be empowered to directly request waivers under Education Code § 58509 after any such waiver requests have been previously submitted through the District Board pursuant to applicable law.

The Charter School, as always, will follow all applicable laws, including the Brown Act as it applies to charter schools. The Charter School shall be governed by a Board of Managers, whose major roles and responsibilities will include, but are not limited to, establishing and approving all major educational and operational policies, approving all major contracts, approving the Charter School's annual budget, overseeing the Charter School's fiscal affairs, meeting corporate requirements, and selecting and evaluating the administrative staff.

The Board of Managers shall have ultimate responsibility for the operation and activities of the Charter School. The Board of Managers shall have a responsibility to solicit input from, and opinions of, the parents of Charter School students regarding issues of significance and to weigh the input and opinions carefully before taking action. The primary method for executing their responsibility is the adoption of policies that offer guidance and interpretation of the charter and procedures to assist the staff in facilitating the implementation of such policies.

The Board of Managers will meet at least bi-annually, or additionally as needed, and will be responsible for carrying out responsibilities, including, but not limited to, the following:

- Development, review, or revision of the Charter School's accountability and mission;
- Development and approval of the annual budget;
- Participation in the dispute resolution procedure and complaint procedures when necessary;
- Election of the Board annually and other Officers as necessary;
- Approval of charter amendments;
- Approval of annual fiscal and performance audits;
- Approval of personnel discipline (suspensions or dismissals) as needed; and
- Hiring, supervision, evaluation and, if necessary, termination of Charter School officers.

The Board of Managers may initiate and carry on any program, activity, or may otherwise act in any manner which is not in conflict with or inconsistent with, or pre-empted by, any law and which are not in conflict with the purposes for which the Charter School is established.

A Board Member shall not vote or participate in a discussion relating to a matter in which he/she has a direct personal financial interest. The Board shall adopt policies and procedures regarding self-dealing and conflicts of interest.

The EMS-C, LLC Board of Managers biographies are included below.

Bobbi Newman, has been a successful business owner for over twenty-six years. Mrs. Newman is currently in a partnership with her husband and children which operates a chain of successful restaurants from Santa Barbara, California down the coast to Newport Beach. Mrs. Newman previously was a co-founder and co-owner of a chain of restaurants throughout the greater Los Angeles and Orange County areas. Mrs. Newman's role in the business includes identifying opportunities for growth, negotiating contracts, and participating in and maintaining a presence in the community. Ms. Newman is the visionary of the team. Mrs. Newman is interested in providing the best opportunities for students.

William Rivera, has been working in public relations and communications for over 60 years. Mr. Rivera spent over 30 years working with Los Angeles Unified School District, managing their District television station, as the District Communications Director, News Secretary to the Superintendent, and as Chief of Staff of the Superintendent's office. He also spent significant time working in Public Affairs for the Roman Catholic Archdioceses of Los Angeles, and with his own consulting firm, Rivera Associates Communications. Service to his community is a vital part of Mr. Rivera's life, having spent significant time volunteering in church parish work, serving as Press Advocate chairperson for two venues during visits by Pope John Paul II, and in the 1984 Olympics held in Los Angeles, driver for the President of the Olympic delegation from Spain. Mr. Rivera has been an active participant in the Opportunities For Learning Board of Managers and Advisory Boards, bringing his care and commitment to the OFL programs and the students they serve.

Paul Devore, is a seasoned professional with over 40 years of experience in the financial planning industry. Currently Mr. Devore is the Chief Executive Officer of FMS Financial Partners, Inc and the President of Pacific Insurance Management Corporation. Mr. Devore advises private and public corporations business owners, physicians, and executives on financial and business matters and employee benefit issues. Mr. Devore also serves as a consultant to CPAs and law firms in the areas of wealth accumulation and preservation planning, life, health and disability insurance retirement planning and investment management. He has authored over 400 articles in various journals, periodicals, books, and newsletters and served for 12 years as an advisor to the California State Senate Corporations, Insurance and Banking Committee. Mr. Devore brings his significant career knowledge and experience to the Opportunities For Learning Advisory Board and Board of Managers to bring the best opportunities and benefits to the staff and students.

The Charter School shall have no authority to enter into contracts for or on behalf of the District. Any contracts, purchase orders, or other documents which are approved or ratified by

the Charter School's Board of Managers, as required by law, shall be unenforceable against the District and shall be the Charter School's sole responsibility.

Parental involvement in the school is desired. Parents may provide feedback to the Charter School via scheduled parental focus group meetings, the school's website, and/or the toll-free OFL HOTLINE number, which is provided in the student handbook. Parents will also be encouraged to participate in all Charter School events, such as field trips, student council meetings, community service events, and WASC (Western Association of Schools and Colleges) visits. In addition, the Charter School shall assemble an Advisory Council composed of Charter School staff, interested parents, and community members. The District may appoint a representative to the Advisory Council. The Advisory Council serves in an advisory manner to provide consultation, suggestions, and experienced advice to the Charter School Board of Managers and administrators, as well as teachers and students. The Advisory Council shall meet four times annually. One such meeting shall include the review of the Annual Program Evaluation.

Parents of all students will be encouraged to participate in their child's educational progress. Communication will take place through regular phone calls from teachers, open houses each semester, quarterly newsletters, and progress reports.

The Charter School reserves the right to contract with other individuals and entities, whether public or private, or non-profit or for-profit, in order to accomplish its goals and objectives as stated in this Petition or to provide any or all services required hereunder, to the extent permitted by law.

V. Human Resources

A. Qualifications to be Met by Employees of the School

Employees of the Charter School will not be employees of the District, nor of the State of California, nor of any political subdivision of the State. The Charter School will be responsible for hiring the staff and determining the salary and benefits for the employees. Teachers will be supervised and evaluated for their effectiveness on an ongoing basis. In addition, all employees will be subject to the requirements in connection with criminal record checks and TB testing. The Charter School shall be the exclusive public school employer of all Charter School employees, for all purposes, including but not limited to, collective bargaining.

To the extent required by applicable law, teachers in the Charter School shall 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. These documents shall be maintained on file at the Charter School and shall be subject to periodic inspection by the District.

The Charter School is committed to maintaining a discrimination-free work place and to retain highly qualified and experienced personnel to ensure the continued delivery of quality educational programs.

B. Health and Safety of Students and Staff

The Charter School complies with all applicable laws regarding the health and safety of the students and employees. Every employee of the Charter School is required to furnish a criminal record summary as described in Section 44237 of the California Education Code and/or otherwise comply with the requirements of that code section. Any individual who has contact with students is required to undergo a TB test as required by law.

The Charter School shall provide the Charter School staff and students safe facilities which meet or exceed local safety ordinances. The Learning Centers are housed in spaces that are easily accessible to students. The Charter School use facilities that meet all applicable health and safety laws and ordinances, including the Americans with Disabilities Act. The Charter School is exempt from the Field Act. A copy of the sample health and safety plan can be found in the Job Safety Handbook (Exhibit F). The Charter Board may periodically amend the Safety Plan and/or implement a new plan in compliance with applicable law.

C. Exclusive Public School Employer

The Charter School is the exclusive public school employer of all employees working for the Charter School, for all purposes, including but not limited to, collective bargaining. Employees of the Charter School are covered by the provisions of the National Labor Relations Act. They are not employees of the State of California, nor any political subdivision of the State.

D. Rights of Employees

The Capistrano Unified School District Collective Bargaining Agreement and Board policy, if any, shall govern the return rights of any teacher leaving the District to work in the Charter School.

E. STRS, PERS & FICA Participation

All staff members of the Charter School are covered by Federal Social Security pursuant to applicable law. With respect to additional employee benefits, the Charter School complies with all applicable state and federal laws governing such benefits

F. Resolving Disputes Relating to Provisions of the Charter

1. Meet and Confer:

In the event that any dispute arises between the Parties relating to this Petition, the Parties hereby agree to initially attempt to settle such dispute by meeting and conferring in a good faith attempt to resolve the dispute.

2. Mediation:

If a dispute cannot be resolved through meeting as provided in subparagraph 1, then, before resorting to litigation, arbitration or some other dispute resolution process, the parties agree first to attempt to resolve the dispute by nonbinding mediation before any mediator agreed to by both parties. The Demand for Mediation ("Mediation Demand") must be in writing. The mediation shall commence within thirty (30) calendar days from the date of receipt of the Mediation Demand and shall be concluded no later than sixty (60) calendar days from the date of receipt. Date of receipt shall be determined pursuant of the Notice provisions of section VIII-L below. The administrative costs of conducting the mediation, including but not limited to the mediator's fees, will be shared equally by the parties.

3. Location of Proceedings:

Los Angeles County shall be the proper venue for any mediation, litigation or other dispute resolution process.

4. Continuous Payment Obligation:

The Charter School's entitlement to receive funds pursuant to this Agreement shall be continuous throughout the term hereof. In the event of any disputes between the Parties, the District shall not be permitted to withhold, as a remedy or otherwise, any funds received on behalf of the Charter School from the State of California or the federal government, which funds, when paid, become the sole and exclusive property of the Charter School.

Nothing stated herein requires the District to pay to the Charter School those state and federal funds designated for the Charter School that it has not yet received.

VI. Student Admissions, Attendance, and Suspension/Expulsion Policies

A. Student Admissions Policies and Procedures

The Charter School does not discriminate in admitting pupils who wish to attend the Charter School. However, if the number of pupils who wish to attend the Charter School exceeds the school's capacity, enrollment, except for existing pupils of the Charter School, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the Charter School and pupils who reside in the District. Other preferences may be permitted consistent with law. The District shall make reasonable efforts to accommodate the growth of the Charter School and, in no event, shall take any action to impede the Charter School from expanding enrollment to meet student demand and needs. Because of the compelling public interest and aid to the economy when students achieve a high school diploma, the District hereby agrees that the Charter School may open additional Learning Centers if and when the Charter School determines the need is substantiated through enrollment and related funding to support additional centers is available. The Parties agree that the expansion of the OFL program, as described hereinabove, shall not constitute a material revision of the charter.

The Governing Board of the District shall not require any pupil enrolled in the District to attend the Charter School.

Pupils in the areas served by the Charter School have many schools available to them and are free to return to their home District schools at any time pursuant to applicable State Law and District policies.

Charter School staff makes every effort to place students in Learning Centers conveniently located near their homes. Placement also takes into consideration other issues such as gang territory, place of work, and childcare needs. Students must read at a fourth grade level or above to enroll in the guided independent study program.

Upon enrollment, the Charter School requests students' records from their prior schools. Teachers review the transcripts to determine courses the students must take to meet graduation requirements and to gain further understanding of the students' academic abilities.

All students entering the Charter School Program must, along with a parent or legal guardian, participate in an enrollment meeting (intake interview) with a teacher. The parent or guardian must be present to sign the necessary enrollment forms. In the case of minors, only the parent and/or legal guardian may sign the Agreement Form to enroll his or her child into the Program.

During this meeting the teacher attempts to determine the student's motivation for enrolling in the Charter School. Without making judgments, the interviewing teacher attempts to understand what the student believes is needed to be successful in the Program. The intake teacher discusses the dreams and aspirations of the student and what he/she hopes to accomplish beyond high school. Ideally, the student's dream will include a high school diploma. The Charter School strongly emphasizes to all students the importance of having a dream. The students' dreams and aspirations are used as "hooks" to keep the students in school, to motivate, to evaluate their progress and keep them on track.

The intake interviews also provide the teacher with an opportunity to assess the student's communication skills; the student's views about schooling and the reason the student left the previous learning environment. Subsequent, periodic interviews explore the level of student satisfaction with the Program, changing attitudes toward school and learning, and perceived progress toward educational goals. Parents are also asked to complete questionnaires regarding their children's progress.

In addition, the teacher explains how the Program works and the Program's expectations of the student. This portion of the enrollment is focused on the student's responsibility to complete the required work each week, show up for the appointments, and call when unable to attend. The teacher explains that the student is expected to treat his/her education like a job. This is also why the student, rather than the parent, is required to make appointments and call when an appointment cannot be kept.

Either at the conclusion of the enrollment meeting or on the first day of attendance, the student takes the EdPerformance assessment to ascertain current progress in reading, writing and mathematics. The teacher uses the results of these assessments to determine what types and level of courses are appropriate upon enrollment.

B. Racial and Ethnic Balance

The Charter School maintains a policy of non-discrimination in all areas of its operations. The Charter School makes reasonable and practicable efforts to achieve a racial and ethnic balance among its students from the District that reflects the District's ethnic population. This balance is maintained by recruitment in various representative areas of the community and by targeting under-represented students, if any. The Charter School may also work with community-based organizations to accomplish this balance.

C. Suspension/Expulsion Procedures

Students are expected to conform to the customary rules of conduct and the normal modes of operation of the facility in which the Learning Center is located. The teachers and staff of the Learning Center monitor student behavior at the Learning Center during the Charter School's hours of operation. If a problem arises, the teacher will contact the student's family and may request a parent-teacher conference to discuss the matter.

Attached hereto as “Exhibit G”, and incorporated herein by this reference is a copy of the Charter School’s policies and procedures regarding student discipline (Please see Exhibit G: Administrative Regulation Suspension and Expulsion / Due Process). Among other things, the Regulations set forth the grounds for suspensions and expulsions applicable to all students in a manner that is consistent with federal law. The Charter Board may periodically amend the Regulations-and/or develop additional criteria; provided, however, that all such amendments and additions ensure that students are afforded due process to the extent required by applicable law.

VII. Financial Planning, Reporting, and Accountability Budgets

A. Budget

Attached hereto as "Exhibit: H", and incorporated herein by this reference is a copy of the Charter School's three-year budget as submitted in the 2010/2011 first Interim report.

B. Financial Reporting

The Charter School is fiscally solvent, spending at state recommended levels and aggregating excess revenues in sufficient quantities to allow the school to maintain reserves.

Education Management Systems II, Inc., ("EMSII" or "Corporate") provides administrative services. EMSII provides centralized Accounting and HR functions. Corporate has reliable monitoring tools available to its staff, including reports, budgets, cash flow projections, analysis and year-to-date results for both financial and ADA components of its business. The charter uses the accrual method of accounting, as defined by Generally Accepted Accounting Principles (GAAP).

With respect to financial information concerning the Charter School, its records are maintained in the regular course of its corporate operations in compliance with California Education Code Section 47604.3.

The Charter School's financial information is currently maintained using Microsoft Dynamics Navision and BNA Fixed Asset software as the financial reporting systems. The Navision package includes Accounts Payable, Accounts Receivable, Cash Management and General Ledger. The BNA software handles cost and depreciation detail for Fixed Asset Control. The Charter School currently utilizes ADP for payroll processing. Average Daily Attendance (ADA) is calculated utilizing software developed and maintained by Educational Dynamics, Inc. The Charter School retains the right to use whatever accounting software, student record keeping and payroll services it deems appropriate.

The Charter School ensures compliance of personnel in consistently following fiscal policies and procedures through review by management and staff and in the form of financial and ADA audits performed by outside auditors. Some of the key components of this process are:

An internal audit group ensures that the Charter School complies with independent study attendance reporting, student file maintenance requirements, and student-teacher ratios as written and adopted in the pertinent California Education Code and California Code of Regulations. At the end of the school year, the Charter's teachers devote several days to reviewing the students' files for compliance.

The Corporate Human Resources department reviews job descriptions and staff regulatory compliance.

Contracts are reviewed by in-house counsel. Contracts are signed by employees who are members of management or officers of the Charter School.

Bank reconciliations are prepared monthly and are reviewed and approved by the corporate Director of Accounting, who does not have check processing or signing authority. State fund deposits are monitored based on CDE payment schedules and analyzed against Cash Flow projections.

Corporate prepares and monitors budgets, cash flows, financial performance and variance analysis on a regular basis.

Checks are processed and distributed by the Corporate Accounts Payable department. Payments are not made without appropriate supporting documentation. All checks written by the accounting staff use pre-numbered check stock. All checks greater than \$5,000 require two signatures from designated check signers. The authorization to sign checks is limited to officers of the company. All direct invoices and expenses are approved by the Regional Supervisor and/or the Director of Instruction.

Bank accounts are monitored on a daily basis to ensure that no fraudulent checks have been presented to the bank and paid. Upon receipt of the monthly bank statements a reconciliation of bank to books is completed using the software in the general ledger system.

Credit cards and lines of credit are not used at the Charter level.

The independent audit portion of this process is discussed in Section E below.

At each of the state required reporting periods, the Charter School will produce reports according to the prescribed methods required by the California Department of Education.

In addition to the annual audit described in Section E below, the following reports will be provided to the District formatted to California Schools Accounting manual standards, according to a schedule mutually agreed upon between the Charter School and the District:

- Adopted Budget
- Annual Attendance Report
- Annual Unaudited Financial
- First Interim Report
- First Principal Attendance
- Funding Determination for Non-Classroom-Based Charters.

- Audit Report Checklist with Charter Correspondence
- Second Interim Report
- P-2 Attendance Report

C. Administrative Services

The Charter School utilizes EMSII to provide for the Charter School's administration, while the Charter School focuses on educating students. EMSII provides centralized Accounting and HR functions. Analytical review of operating results is performed on a monthly basis and presented to management.

Corporate has developed policies, procedures and internal controls for managing the financial operations that meet internal controls, state laws, generally accepted practices and ethical standards as discussed in Section B above. Accounting personnel follow policies and procedures which are updated annually or more frequently as needed. The policies regarding person(s) who are authorized to sign contracts and disbursements is determined by Board Policy.

The Charter ensures compliance of personnel in consistently following fiscal policies and procedures through review by company management and staff and in the form of financial and ADA audits performed by outside auditors.

The Charter is financed through direct funding from the State of California in accordance with the SB740 legislation which was enacted in 2001. For the school year ending June 30, 2010, the school qualified for 85% funding with mitigating circumstances for spending on instructional costs and certificated staff.

The Charter is expected to spend its money in accordance with SB740 guidelines to continue to qualify for future funding from the state.

The Charter does not receive any Title I funds, or other federal funding.

D. Insurance

At all times during the term of the Charter, the Charter School maintains comprehensive general liability insurance, with minimum coverage of \$1 million per occurrence and \$2 million aggregate. Umbrella Liability limits are \$12,000,000 Each Occurrence and \$12,000,000 Annual Aggregate. Capistrano Unified School District is named as an additional insured on said policy. Capistrano Unified School District is not responsible for the payment of any costs associated with said insurance coverage.

E. Audits

A financial audit for each fiscal year is performed and issued by December 15 of the next fiscal year. Each audit is made by a certified public accountant licensed by the California Board of Accountancy, and selected by EMSII from a directory of certified public accountants and public accountants deemed by the State Controller's Office as qualified

to conduct audits of Local Education Agencies published by the Controller not later than December 31 of each year.

The audit is conducted in accordance with the Standards and Procedures for Audits of California K-12 Local Education Agencies, which provides written policies on the scope and responsibilities related to an independent financial audit. The audited financial statements employ GAAP and include a listing of audit exceptions and deficiencies which the school has resolved.

The financial audit shows the disposition of all revenues, expenditures, and ending balances, and contains accompanying financial statements and other supplementary documentation normally included by an independent auditor. In addition, the independent auditors perform substantive tests of internal controls and compliance of policies and procedures. EMSII sends the audit reports to the authorizing agency and other government entities as required by law, including the sponsoring District, the County Office of Education, the State Controller's Office, and the CDE. Currently, the financial audit is conducted by Maginnis, Knechtel & McIntyre LLC, CPA's of Pasadena, CA.

In addition, EMSII provides for an independent audit to substantiate its student attendance records and verify that the stated ADA meets the standards regarding charter schools. The charter's ADA components are audited annually by the Certified Public Accounting firm of Vavrinek, Trine, Day and Co., LLC. (VTD).

F. Closure Protocol

The following procedures shall apply in the event the Charter School closes. The following procedures apply regardless of the reason for closure.

Closure of the Charter School will be documented by official action of the Charter Board of Managers. The action will identify the reason for closure.

EMS-C, LLC will promptly notify the County Office of Education of the closure and of the effective date of the closure.

EMS-C, LLC will ensure notification to the parents and students of the School of the closure and to provide information to assist parents and students in locating suitable alternative progress. This notice will be provided promptly following OFL's decision to close the School.

As applicable, the Charter School will provide parents/guardians, students and the County Office of Education with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act

("FERPA") 20 U.S.C. § 1232g. The Charter School will ask the County Office of Education to store original records of Charter School students if necessary.

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed as soon as reasonably practical, which period is generally no more than six (6) months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the School and will be provided to the County Office of Education promptly upon its completion.

On closure of the Charter School, all assets of the Charter School, including, but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of EMS-C, LLC. On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

G. School Management Contracts

Attached hereto as "Exhibit: I", and incorporated herein by this reference is a copy of the Charter School's management agreement.

VIII. General Provisions

A. Use of Name

Curricula, trademark, service mark, and other intellectual property, including the use of the proprietary names "Opportunities For Learning, Inc" and "Opportunities For Learning Public Charter Schools", or any derivative, shall remain the sole property of Opportunities For Learning.

B. Independent Contractor Status and Liability

The Charter School shall perform its duties as an independent contractor; and its employees, officers, and directors shall be officers, employees or agents of the District. The District will not be liable for the actions of the Charter School.

Except as otherwise provided in this Petition, the Charter School will act as its own LEA (Local Educational Agency) and fiscal agent to the fullest extent of the law. The District shall not be liable for the debts or obligations of the Charter School.

C. Oversight Fees and ADA Payments

1. Oversight Charge:

Except as set forth in subparagraph 2, below, as the chartering agency, the District may charge the Charter School for the actual costs of the supervisory oversight of the Charter School in an amount not to exceed one percent (1%) of the revenue of the Charter School according to Education Code Section 47613.

2. Facilities and Oversight Charge For Use of Facilities:

As the Chartering agency, the District may charge the Charter School for the actual costs of supervisory oversight of the Charter School in an amount not to exceed three percent (3%) of the revenue of the Charter School, if the Charter School obtains substantially rent free facilities from the District for use by the Charter School.

3. ADA Apportionments:

Pursuant to Education Code Section 47612, the Superintendent of Public Instruction shall make all of the following apportionments to the Charter School for each fiscal year during the term of this Charter:

- a) From funds appropriated to Section A of the State School Fund for apportionment for that fiscal year pursuant to Article 2 (commencing with Section 42238) of Chapter 7 of Part 24, an amount for each unit of regular average daily attendance in the Charter School is generated by a pupil who is a California resident.

- b) For each pupil enrolled in the Charter School who is entitled to special education services, the state and federal funds for special education services for that pupil that would have been apportioned for that pupil to the District and/or SELPA.
- c) Funds for the programs described in Education Code Sections 54761, 63000 and 64000, to the extent that any pupil enrolled in the Charter School is eligible to participate.

The Charter School is deemed to be under the exclusive control of the officers of the school for purpose of Section 8 of Article IX of the California Constitution, with regard to the appropriation of public monies to be apportioned to the Charter School.

The District and/or the County, as the case may be, is also required to forward to the Charter School the appropriate percentage of property tax revenues allocable to all public schools.

The Charter School reports payments to the federal and state taxing authorities as required by law. The District will not withhold any sums from revenue payable to the Charter School. The Charter School is independently responsible for the payment of Social Security and all other applicable taxes.

Payments shall be made to the Charter School for ADA generated in accordance with the formula established by the CDE for the funding of all Local Educational Agencies ("LEAs") in California. In accordance with applicable law and the state's Direct Funding Model, California's Superintendent of Public Instruction shall make payments and/or apportionments directly to the Charter School, or to an account held in the name of EMS-C, LLC.

Notwithstanding the oversight provisions set forth herein, the District shall not be entitled to receive any portion of income received by the Charter School from private party sources.

D. Calendar

The Charter School may use a year-round, multi-track, staggered start calendar or, as the Charter School determines, any other calendar that would improve the delivery of instruction to students, provided that such calendar complies with applicable law. In addition, nothing contained herein shall prohibit the Charter School from having a different apportionment date than the District. The Charter School shall use the apportionment dates determined within the calendar utilized by the Charter School, to submit apportionment information to the district.

To the extent that the Charter School needs to obtain a waiver from the State Board of Education pursuant to the Education Code Section 58509 in order to receive full funding based upon OFL's school calendar, the Charter Board and/or its representatives are

empowered to directly petition the State Board for such a waiver. In addition, in the event that the Charter School must submit waiver requests through the District Board, the District Board hereby agrees to evaluate the waiver requests in a timely manner and, if determined to be a reasonable request, to fully cooperate in the waiver process and to support and process such waiver requests submitted by EMS-C, LLC in a timely manner.

E. Non-Discrimination

The Charter School is nonsectarian in its programs, admission policies, employment practices and all other operations. The Charter School does not charge students tuition and does not discriminate against any pupil on the basis of ethnicity, national origin, gender or disability. Admission to the Charter School is not determined according to the place of residence of the pupil, or of his or her parent or guardian, within California. The Charter School complies with all applicable State and Federal non-discrimination laws.

F. Terms of Charter

The term of this Charter shall be for five years, July 1, 2012 through and including June 30, 2017.

The Charter School may request that the District renew the Charter, and submit the necessary documentation for such renewal request, any time after July 1, 2016. In consideration of the substantial contracts and obligations of OFL, upon receipt of the renewal request, the District shall have 60 days from submittal to review the petition and provide to the District Governing Board for a vote. Should the District fail to provide for a District Governing Board vote within 60 days of submittal of the renewal request by OFL, the request shall be deemed approved and renewed for the requested term. This timing provides the Charter School and the District an adequate opportunity to focus on the renewal request, while taking into account all years of performance. Such renewal request shall include but is not limited to, a complete Charter that has been revised and updated to meet all legal requirements and reflect the current status and practices at the Charter School, including a redline indicating all revisions made from the current Charter and attachments and an electronic (Microsoft Word) version of the revised Charter and attachments thereto, and ten (10) hard copies of the entire submittal. The renewal request shall also include proof that the Charter School has met the academic achievement criteria for renewal, as set forth in Education Code Section 47607.

The Parties understand and agree that the time deadlines and procedures set forth in this section are based upon the strong public policy interests of providing uninterrupted educational services to the students who are enrolled in the Charter School. In addition, because the Charter School shall be entering into numerous third party agreements with, among others, lessors, vendors, contractors, staff members and instructors, the time deadlines and renewal procedures are of the essence to this Charter.

G. Attorney's Fees

In the event any action is instituted by a party to enforce or interpret any of the terms and provisions contained herein, the prevailing party in such actions shall be entitled to such reasonable attorneys' fees, costs and expenses as may be fixed by the Court of the Arbitrator, whether or not such action is prosecuted to final judgment.

H. Amendments

This Petition may only be amended by written agreement of the Charter School and the District.

I. Interpretation

Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of this Petition. Whenever required by the context of this Petition, the singular shall include the plural. This Petition shall be construed to give the fullest autonomy to the Charter School, to fulfill its primary goal of teaching at-risk students, and academically low achieving students.

J. Partial Invalidity

The provisions of this Petition are severable, and in the event that any one or more provisions shall be determined to be judicially unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

K. Learning Centers

It is the intent of the Charter School to serve other students by opening satellite Learning Centers, under the provisions of Charter School Law Pursuant to Ed Code 47605. Capistrano Unified School District permits OFL to establish up to five (5) such new Learning Centers per year during the current charter term. The current open satellite learning centers as of the time of this petition are located at:

- OFL-Dana Point, 33621 Del Obispo, Suite E, Dana Point, CA 92629
- OFL-Mission Viejo (summer annex), 24162 Alicia Parkway, Mission Viejo, CA 92691

L. Notices

Any and all notices, demands or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if served either personally or, if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be served personally, service shall be conclusively deemed given or made at the time of such personal service. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given forty-eight hours after the deposit thereof in the United States mail, addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth.

To the Charter School:

Opportunities For Learning – Capistrano, LLC
320 N. Halstead Street
Suite 280
Pasadena, CA 91107
Facsimile: (626) 921-8250
Attention: John Hall, President

With a copy to:

Blank Rome, LLP
1925 Century Park East,
Suite 1900
Los Angeles, CA 90067
Facsimile: (424) 239-3434
Attention: Gregory M. Bordo, Esq.

To the District:

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Phone: (949) 234-9200
Attention: Superintendent, Dr. Joseph M. Farley

Any party hereto may change its address for the purpose of receiving notices, demands and other communications as herein provided by a written notice given in the manner aforesaid to the other Party or Parties hereto.

M. Governing Law and Construction

This Petition shall, in all respects, be governed by the laws of the State of California applicable to agreements executed and be wholly performed within the State of California. Nothing contained herein shall be construed so as to require the commission of any act contrary to law.

N. Entire Agreement

This Petition constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes any and all other written or oral negotiations, understanding or agreements among the Parties with respect to the rights and obligations assumed herein and contains all of the covenants and agreements among the Parties with respect to such rights and obligations, including, but not limited to, any and all prior charter school petitions entered into between the Parties hereto.

O. Waiver

The failure of either party to insist on strict compliance by the other party with any of the terms, conditions, or covenants of this Petition, shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or

power at any one time or times be deemed a waiver or relinquishment of that right or power for any other time.

P. Counterparts

This Petition may be executed in one or more counterparts, each of which, shall be deemed an original, but all of which together shall constitute one and the same instrument.

Q. Termination

The District shall not terminate this Petition upon any material default described in Education Code Section 47607(b) or any provision hereof by the Charter School and/or its representatives, unless (i) the District gives the Charter School notice of the material default (in the manner set forth under the Notice provision of this Petition) and (ii) the Charter School fails to cure the material default within sixty days after receipt of the notice, or in the event the material default cannot be cured within the sixty day period, then only if the Charter School fails to submit a plan to the District to substantiate that a cure will be done within a reasonable time acceptable to the District. Pursuant to Education Code Section 47607c, the forgoing notice and cure requirements do not apply when the District determines in writing, that the violation constitutes a severe and imminent threat to the health or safety of pupils. In the event that District shall undertake proceedings for revocation of the Charter, the Charter School shall be entitled to all rights and remedies provided for under Education Code 47607.

R. Time is of the Essence

Time is of the essence of this Agreement and all the terms, provisions, covenants and conditions hereof.

S. Alternative Education Programs

The Charter School may also be available to manage and operate the alternative education programs offered by the District, upon such terms and conditions to be mutually agreed upon by the District and the Charter School.

T. Conflict of Interest

Opportunities For Learning – Capistrano, LLC shall at all times comply with applicable law concerning conflicts of interests.

IN WITNESS WHEREOF, this Petition has been executed by the Parties.

EMS-C, LLC, dba

Opportunities For Learning– Capistrano Public Charter School

By: _____

John Hall, President

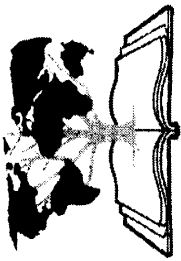
Date: _____

Capistrano Unified School District

By: _____

Dr. Joseph M. Farley, Superintendent

Date: _____



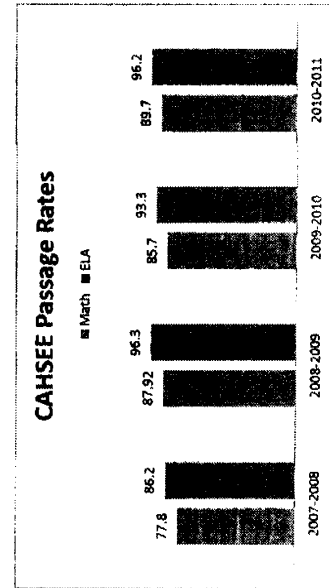
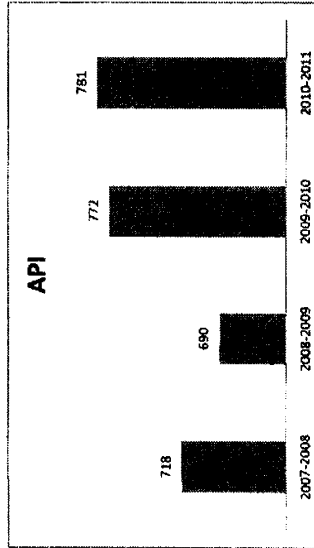
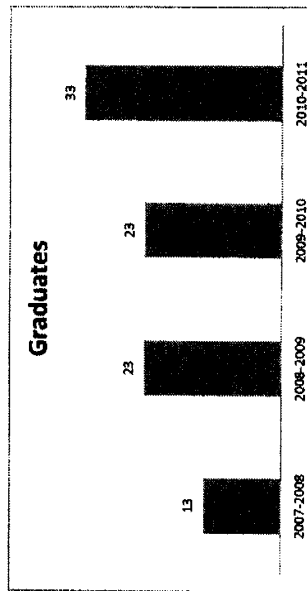
Opportunities For Learning Public Charter Schools

EMS

Opportunities For Learning - Capistrano opened in 2002

Number of Students Served

	Served	From CUSD	% CUSD
2007-08	255	232	91.00%
2008-09	269	235	87.40%
2009-10	267	220	82.40%
2010-11	364	305	83.80%
2011-12	445	380	85.40%



CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

**BUDGET GUIDELINES
2012-2013**

PURPOSE

Budget guidelines provide the overarching set of instructions that staff will use in the creation of the fiscal year budget. Guidelines set consistent parameters and goals that drive the formation of the budget.

GENERAL

1. At a minimum, the primary consideration in developing the budget is the provision of an effective and contemporary educational program, which meets District and State standards and regulations at all grade levels.
2. Budgeted expenditures shall not exceed income plus any carry over from prior years.
3. Budget assumptions shall be developed, reviewed, and updated on an on-going basis.
4. A budget calendar shall be created and used as a planning guide for budget development.
5. The Strategic Plan along with Board goals, directions, and priorities will be a driving force in the development of the budget, to the extent allowed within the available funding.
6. When the Board of Trustees authorizes or approves a new goal, project, or program, it shall specify the allocation or reallocation of resources required to appropriately execute the new initiative.
7. When new projects, plans, or programs are presented to the Board for approval, the estimated fiscal impact of the project and available funding sources shall be included.
 - 7.1 Upon approval, the budget shall be adjusted as deemed appropriate based on the availability of funds and the Board's priorities.
8. The budget shall include a General Fund Reserve for Economic Uncertainty of no less than 2 percent of the total General Fund appropriations in object codes 1000 through 7999.
9. Staffing shall be maintained so as to appropriately carry out Board policies, support future growth, and honor collective bargaining agreements.
10. The Cafeteria Fund, Child Care Fund, and Associated Student Body funds shall be self-supporting and, where allowable, shall include allocations for direct, indirect, and support costs.

11. The District will utilize a Multiple Year Projection tool in order to facilitate the compilation of the current and future year budget projections as required under AB1200.
12. The budget development process will include user friendly information that provides disclosure of anticipated beginning balances, revenues, expenditures, and ending balances for all District funds. This information will be provided to highlight the intended uses of these funds during the budget year.
13. In the event that closing or re-configuring schools is considered, associated savings and expenditures shall be identified and budgeted with adequate lead-time to allow for appropriate review, analysis, and community input as well as adequate transitions.

REVENUE

14. One-time sources of funding shall not be used to facilitate ongoing expenditures

EXPENDITURE

15. Funds shall be made available in the budget to support current and anticipated collective bargaining commitments in accordance with AB 1285.
16. Within the context of negotiations and available resources, the District will endeavor to provide employees with competitive salary and benefits packages that reflect a level of incentive sufficient to continue to attract and retain qualified people.
17. Any/all debt service or leasing obligations shall be included in the budget.
18. All categorical programs shall be self-supporting and, where allowable, shall include allocations for indirect and support costs. Special Education, Transportation, and Maintenance and Operations are not recognized as self-supporting at this time; however, a goal of self-support shall be maintained. Each of these programs shall be monitored to ensure minimal impact to General Fund.
19. Supply and equipment formulas in effect for the current year shall be reviewed, revised, adjusted, and/or frozen, as necessary.
20. Allowance shall be made for increases and/or decreases in the cost of services and supplies; e.g., gasoline, natural gas, electricity, insurance, water, postage, trash collection, telephone services, lease agreements, debt repayment, employee retirement contributions, or benefits mandated by law.
21. Furniture and equipment replacement will be funded to the extent that can be justified in relationship to available resources.

OTHER

22. As part of the multi-year Tier III flexibility provisions of SBX3 4, the Deferred Maintenance program has been designated as an unrestricted program. To take advantage of this provision, the transfer from the General Fund to Deferred Maintenance will be suspended during 2012-2013.
23. All carryover funds in Federal categorical programs are considered restricted balances and will be continued as deferred income.
24. As part of the adoption and review of the District's fiscal year budget and related financial activity, the District is required to prepare specific reporting documents. These documents, and their associated filing deadlines, are indicated below.

Adopted Budget	(Prior to June 30)
Revised Budget	(Within 45 days of the Governor signing the State Budget)
First Interim Report	(Within 45 days of October 31, or by December 15)
Second Interim Report	(Within 45 days of January 31, or by March 15)
Third Interim Report*	(Within 31 days of April 30, or by June 1)
Independent Audit Report	(Prior to December 15 after the close of the fiscal year)

*A third interim report becomes necessary with the filing of a qualified budget or first or second interim report.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

**BUDGET ASSUMPTIONS
2012-2013**

PURPOSE

The purpose of the budget assumptions outlined below is to provide the framework the District uses for preparing the 2012-2013 budget. The overarching influence to the following assumptions is the budget for the State of California. Other assumptions will be based upon District input and prior year trends, as well as external sources or conditions when appropriate. The framework is based upon the most up-to-date information known to the District at the time of development of the budget assumptions. These budget assumptions may change based upon any negotiated settlements prior to budget adoption.

OVERALL ASSUMPTIONS

1. Enrollment projections for 2012-2013 assume enrollment will be in decline as compared to 2011-2012. The projected enrollment for revenue limit funding during 2012-2013 is 50,934.

Funding received from the State is based on the District's Average Daily Attendance (ADA). ADA is calculated by dividing the total number of days of *student attendance* by the number of *days of school taught* during the same period. When a district's enrollment is declining, the state funds the district on their prior year P-2 ADA; therefore, funding for 2012-2013 will be based on P-2 ADA for 2011-2012, which is projected to be 49,254.

Currently, the net funded base revenue limit is projected to be \$5,244.31 per unit of ADA, which is an increase of \$0.23 per ADA compared to fiscal year 2011-2012. This amount includes information as detailed in the Governor's May Revise. This calculation is detailed further in item 3.

School Services is recommending an additional cut to the Revenue Limit of \$441 per ADA if the Governor's tax initiative does not pass.

2. Site supply budgets and staffing allocations will be determined using the following formulas:

2.1 Site Supply Budget Formula ^{1,2}:

K-5	\$15.75 / student
6-8	\$18.75 / student
9-12	\$24.75 / student

¹ Site supply budgets are exclusive of copier allocation, which is centrally funded

² These amounts represent a 25 percent reduction that was instituted in relation to funding shortfalls from the State of California

2.2 Staffing Formula:

K - 3	=	30.5 : 1	
4 - 5	=	31.5 : 1	
6 - 8	=	32.5 : 1	(includes prep periods and electives)
9 - 12	=	34.5 : 1	(includes prep periods and electives)

Class sizes in kindergarten, and grades 4 – 12 will be staffed as per Article 8.3 of the current contract with CUEA. Staffing in grades 1 – 3 will differ with the current contract due to restrictions outlined in California Education Code §41376 and §41378. For grades 1 – 3, these restrictions limit the maximum size of individual classes at 32:1, and the Districtwide average at 30:1.

REVENUE ASSUMPTIONS

- The 2012-2013 revenue limit will be based upon the 2011-2012 revenue limit with a projected 3.24 percent cost of living adjustment (COLA), as well as the increased accumulated deficit factor of 22.272 percent which offsets the COLA. The District's 2012-2013 deficit revenue limit per ADA is projected to be \$5,244.31 per unit of ADA. This is in comparison to the 2011-2012 revenue limit of \$5,244.08, as shown below. The Governor has proposed a ballot measure in November 2012, to maintain flat funding for schools as compared to 2011-2012. If the ballot measure does not pass, the Governor proposes cutting schools \$441 per ADA lowering the base revenue limit to \$4,803.31

	Average Unified School District for 2012-13	Base Revenue Limit per ADA (A)	Proration Factor (B)	Funded Base Revenue Limit (C) = (A) x (B)
1.	2011-12 Base Revenue Limit	\$6,535	0.80246*	\$5,244.08
2.	2012-13 COLA per ADA	\$212	-	-
3.	2012-13 Base Revenue Limit	\$6,747	0.77728**	\$5,244.31
4.	2011-12 "Trigger" Cut (0.85% times Line 1, Column A)			\$55.55
5.	Net 2011-12 Funded Revenue Limit (Line 1, Column C, Minus Line 4, Column C)			\$5,188.53
6.	Dollar Change (Line 3, Column C, Minus Line 5, Column C)			\$55.78
7.	Percentage Change (Line 6, Column C, Divided by Line 5, Column C)			1.08%
8.	Restoration of 2011-12 Trigger Cuts (Line 1, Column C)			\$5,244.08
9.	2012-13 Funding Compared to 2011-12 with Restorations (Line 3, Column C, Minus Line 8, Column C)			\$0.23

* 0.80246 = 1 - 0.19754 (2011-12 deficit factor)

** 0.77728 = 1 - 0.22272 (2012-13 deficit factor)

4. State categorical program funding is expected to receive a 0.0 percent COLA for Tier I – III programs.
 - 4.1 The District will utilize the flexibility of the Tier III programs afforded through SBX3 4. The District will also utilize the flexibility afforded to the Class Size Reduction program, and the revenue is projected at 6.9 million.
5. State Special Education funding is expected to receive 0.0 percent COLA.
6. Lottery unrestricted revenue will be calculated at \$118.00 per unit of annual attendance. Unrestricted revenue is projected to be approximately \$6.3 million.
7. Lottery restricted revenue for instructional materials will be calculated at \$23.75 per unit of annual attendance. Restricted revenue is projected to be approximately \$1.27 million.
8. Redevelopment Agencies (RDAs) are one of the areas within the Governor's January Budget Proposal where significant modifications to future funding streams have been proposed for 2012-2013. The District currently has negotiated agreements with the RDAs in Mission Viejo and San Juan Capistrano, which are projected to be unchanged by the budget proposal. The following amounts are projected to be received from the RDAs during 2012-2013.

Mission Viejo RDA	\$1.63 million
San Juan Capistrano RDA	\$1.53 million

EXPENDITURE ASSUMPTIONS

9. Salaries

Compensation Changes

	Furlough Days 2011-2012	Furlough Days 2012-2013	Salary 2012-2013
CUEA	3	3	No Change
CSEA	1 ½ to 3 days*	0	No Change
CUMA	[6 days]	0	3.7% Increase
Teamsters	4	4	No Change

*Number of days depends on number of months employees worked

- 9.1 Step and column increases will be reflected for those certificated, classified, and administrative employees who qualify for movement based upon their longevity with the District, earned education credits, and negotiated agreements.

9.1.1 Salary costs estimated for employee groups will increase by the following percentages due to employee movement across the salary schedule.

CUEA	1.5%
CSEA	2.0%
CUMA	1.5%
Teamsters	2.0%

9.2 Vacancies created due to retirements or those employees indicating the intent not to return will be budgeted as follows:

Certificated:	Column C, Step 11
Classified:	Step 3, Range per Classification
Administrative:	Step 3, Range per Classification

9.3 2012-2013 salary agreements have not been reached with all represented groups.

10. Actual costs for special education are dependent on the type of services the District is required to provide to each individual student. For the purposes of budgeting expenditures, the District is projecting increases of between 2 and 5 percent in the costs of non-salary expenditures for operating the program during 2012-2013.

11. Implementation of supplementary retirement plan for certificated non-management employees retiring on June 30, 2012. The plan allows the District to generate a savings and achieve the staffing reductions needed in 2012-2013. The cost of the plan is \$2.4 million per year for five years.

12. For categorically funded programs, the positions allocated will reflect the funding available.

13. Benefits

13.1 The District will utilize the following employer rates for statutory benefits for the 2012-2013 budget year, based upon currently available information from various State agencies.

STRS	8.250 %
PERS	10.923 %
PERS Reduction	2.097 %
OASDI	6.200 %
Medicare	1.450 %
Workers Comp	2.000 %
Unemployment	1.100 %

13.2 The District will utilize the following rates to contribute towards the Other Post-Employment Benefits (OPEBs). The District is utilizing the pay-as-you-go method of contributing towards its OPEB liability.

OPEB – Active	0.45 %
OPEB – All	0.27%

- 13.3 The Public Employees Retirement System (PERS) revenue limit reduction transfer is estimated at \$740,000, which matches the amount to be budgeted as income.
14. Health and welfare insurance costs for the District for the 2012-2013 fiscal year are not budgeted to increase, due to the negotiated benefit caps.
- 14.1 Health and welfare expenditures for 2012-2013 are projected to be approximately \$40.2 million.
15. Liability insurance premiums for the 2012-2013 fiscal year will be budgeted to increase by 3 percent.
- 15.1 Property and Liability insurance costs for 2012-2013 are projected to be approximately \$1.7 million.
16. Utilities are expected to increase by 2 percent over the 2011-2012 year based upon California CPI as forecasted for 2012-2013.
17. Transfers and Capital Outlay
- 17.1 The District will not contribute to the Deferred Maintenance Fund during the 2012-2013 fiscal year.
- 17.2 A total of \$550,000 will be allocated for capital outlay as follows:
- \$200,000 for E-Rate technology infrastructure match
\$250,000 for general technology infrastructure replacement
\$50,000 for furniture replacement
\$50,000 for vehicle replacement
- 17.3 The District will transfer a total of approximately \$2.8 million from the following funds to the General Fund to help offset revenue limit reductions.
- Fund 40 (Special Reserve): \$ 650,000 "C" Building Rent
- Fund 11 (Adult Education): \$ 900,000
- Fund 14 (Deferred Maintenance): \$1,200,000
18. Indirect / Direct Costs
- 18.1 Inter-program direct and indirect costs will be calculated at the maximum allowable rate per program. The estimated rate, based upon 2010-2011 unaudited actuals, is 4.31 percent for 2012-2013.
- 18.2 The Cafeteria Fund will be charged a 4.31 percent indirect cost for the 2012-2013 fiscal year. Ed. Code §38101(c) and 52616.4(a)(3) specify that the indirect cost charge for Cafeteria Funds is the lesser of the approved school district rate, or the statewide average rate. In addition to indirect charges, the District charges applicable direct costs including telephone, electricity, natural gas, waste disposal, and laundry services.

- 18.3 The Child Development Fund will be charged based on direct staff time used to support the childcare program, utility costs, rent, insurance, and maintenance and warehouse services.
- 19. Debt Service and Major Lease Payments
 - 19.1 The District is projected to incur approximately \$500,000 in debt service payments from the General Fund in 2012-2013. The amount consists primarily of lease payments obligations.
 - 19.2 The District currently does not plan to enter into significant additional lease obligations during the 2012-2013 fiscal year.
- 20. At a minimum, the Reserve for “Economic Uncertainty” will be maintained at the 2 percent mandated level.
- 21. New textbooks, consumables, and the costs of rebinding will be budgeted at \$1.3 million, and will be funded from the following:
 - 21.1 Restricted Lottery Funding
 - 21.2 Instructional Materials Funding Realignment Program (IMFRP)
- 22. Summer School, which includes credit recovery and legally mandated activities, during 2013, is currently budgeted at \$50,000.

ADDITIONAL ASSUMPTIONS

- 23. Interest earnings on funds in custody will be budgeted at .75 percent.
- 24. Charter Schools
 - 24.1 The District currently has executed contracts with five charter school groups. The charter schools receive a combination of property tax revenue and State aid, including a categorical block grant. The District provides general financial review for the charters and their respective budgets.
 - 24.2 The District receives fees from the charter school groups for administrative oversight, which are projected to be approximately \$115,000.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 11, 2012

RESOLUTION NO. 1112-49

AUTHORIZATION OF TEMPORARY INTERFUND TRANSFERS

BACKGROUND INFORMATION

Education Code §42603 authorizes the Board of Trustees to temporarily transfer money held in any fund to another fund for payment of obligations by the District. Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred.

CURRENT CONSIDERATIONS

Due to the nature of the current budget situation, it is necessary to secure flexibility to balance cash flow during the 2012-2013 school year.

This agenda item requests Board approval to authorize interfund loans between funds. These loans (cash transfers) will be made to and between the general fund, and various other District funds.

- Adult Education Fund (Fund 11)
- Child Development Fund (Fund 12)
- Cafeteria Fund (Fund 13)
- Deferred Maintenance Fund (Fund 14)
- Capital Facilities Fund (Fund 25)
- School Facilities Fund (Fund 39)
- Special Reserve Fund (Fund 40)
- Workers' Compensation Fund (Fund 68)
- Health and Welfare Fund (Fund 69) and
- Property & Liability Fund (Fund 70)

FINANCIAL IMPLICATIONS

Adoption of Resolution No. 1112-49 will have no financial impact on the income or expenditures of any District funds.

STAFF RECOMMENDATION

It is recommended the Board of Trustees adopt Resolution No. 1112-49, Authorization of Temporary Interfund Transfers.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1112-49

AUTHORIZATION OF TEMPORARY INTERFUND TRANSFERS

WHEREAS, Education Code §42603 authorizes the Board of Trustees to temporarily transfer money held in any fund to another fund for payment of obligations of the District, and

WHEREAS, such a transfer can be accounted for as temporary borrowing between funds and shall not be available for appropriation or be considered income to the borrowing fund, and

WHEREAS, no more than 75 percent of money held in any fund or account during a current fiscal year may be transferred pursuant to the provisions of this section during that fiscal year;

BE IT RESOLVED that the Board of Trustees authorizes the administration to make temporary interfund transfers.

BE IT FURTHER RESOLVED that the amounts transferred shall be repaid or transferred back to the original fund before the end of the fiscal year ending June 30, 2013, or in the following fiscal year if the transfer took place within the last 120 days of the fiscal year.

AYES: ()

NOES ()

ABSENT ()

ABSTAIN ()

I, Joseph M. Farley, Ed.D., Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 11th day of June, 2012, by a roll call vote.

Lynn Hatton
Clerk

Joseph M. Farley, Ed.D.
Superintendent
Secretary of the Board of Trustees

PROMOTION/ACCELERATION/RETENTION

The ~~Governing 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 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, ~~if the child is judged to be ready for first grade work by the school authorities.~~ (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, ~~Section~~ §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 ~~mental~~ academic ability.
4. The physical development and social/emotional maturity of the child are consistent with his/her advanced ~~mental~~ academic ability.
5. The parent/guardian of the child has ~~filed~~ submitted a written request statement with the ~~school-d~~ 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

~~As early as possible in the school year and in the students' school careers, the Superintendent or designee shall identify students who should be retained and who are at risk of being retained in accordance with law, Board policy, administrative regulations and the following criteria:~~

~~Students shall be identified on the basis of grades as well as one or more of the following indicators of academic achievement: CORE Level Test, K-1 Assessment, other classroom assessments, and teacher recommendation.~~

When a student is ~~recommended~~ being considered for retention or is identified as being at risk for retention, the ~~Superintendent~~ principal or designee and site team shall provide opportunities for remedial instruction to assist the student in overcoming his/her academic ~~deficiencies~~ difficulties. Such opportunities ~~may include, but are not limited to, tutorial programs, after school programs, summer school programs, and/or the convening of a student study team~~ will be developed through the SST intervention plan.

Recommended Consideration for Retention by Parent

Parent requests for retention must be initiated 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 ~~student study team~~ SST meeting to consider the child's academic, social, and emotional performance. The parents are invited to participate in the ~~student study team SST~~ meeting. ~~With parent/guardian consent, the student is referred for retention evaluation by the SST. An Individual Educational Program (IEP) meeting will be convened in place of an SST for special education students.~~

~~The retention evaluation will~~ Consideration for retention consists of ~~at least~~ the following steps:

1. Collection and summary of data ~~by the teacher of records~~ which describe the student's behavior and academic progress ~~learning process since the beginning of the school year~~.
2. Review of the student's developmental history.

PROMOTION/ACCELERATION/RETENTION (continued)

3. Review of the student's prior school history, if applicable.
4. Review and updating of medical data as needed.
5. Determination of present ~~intellectual~~ cognitive and emotional status by the SST.

~~Upon completion of the study, the principal or designee will conduct a SST meeting of to include the teacher(s), and parent(s)/guardian(s) and SST chairperson to review the information and render a decision. collected in terms of determining appropriate placement and instructional procedures for the student during the ensuing school year. A written summary of the recommendations will be prepared by the SST chairperson and distributed to all conference participants. The team's recommendation regarding the retention request will be documented in the SST.~~

~~When, in the opinion of the principal, the parent's/guardian's request for retention is not in the student's best interest, arbitrary or otherwise unfounded, the matter shall be forwarded to the Superintendent, or his designee, who shall make the final decision.~~

~~Recommendations for retention and final actions taken as a result of the study will be reported to the Superintendent, or designee, by the principal.
(cf. 6164.5—Student Study Team)~~

Late Parent Requests for Retention

For retention requests received 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.

PROMOTION/ACCELERATION/RETENTION (continued)**Notification of Potential Failure**

When it becomes evident to a teacher that a 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 ~~fact of 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 ~~G~~grade 6-12 who is earning a "D" or "F" grade ~~at the mid-point~~ (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 ~~enroll in after school tutorial~~ participate in interventions programs, if such programs have been funded. ~~by the Board. Parents of such students will be invited to attend special school meetings which will focus on strategies parents may employ to assist their child's school success. Seventh and eighth grade students experiencing a high degree of failure, or who have been retained, may be placed by the principal in a special class designed to support their overall school success.~~

PROMOTION/ACCELERATION/RETENTION (continued)**High School RetentionProgress**

~~At the senior~~ Upon entering high school level, students' will have eight consecutive semesters to complete the required number of credits and courses for a high school diploma ~~progress toward completing a high school diploma is determined by the number of credits successfully completed. Designation as a freshman, sophomore, junior, or senior is based upon the number of credits completed.~~ The student must also meet minimum proficiency requirements in basic skills as set by the Board and the State of California.

~~(cf. 6146.2 High School Graduation Requirements/Standards of Proficiency)~~

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. ~~Individual Educational Plan (IEP).~~

PROMOTION/ACCELERATION/RETENTION (continued)

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 CAPISTRANO UNIFIED SCHOOL DISTRICT

adopted: August 18, 1997 San Juan Capistrano, California

revised: March 8, 1999

revised:

1st correction: November 8, 1999; 2nd correction December 8, 1999

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
MAY 9, 2012
EDUCATION CENTER – BOARD ROOM

President Pritchard called the meeting to order at 8:30 a.m. The Board recessed to closed session to discuss Public Employee Appointment/Employment.

The regular meeting of the Board reconvened to open session and was called to order by President Pritchard at 8:43 a.m.

The Pledge of Allegiance was led by President Pritchard.

Present: Trustees Addonizio, Brick, Palazzo, and Pritchard

Absent: Trustees Alpay, Bryson, and Hatton

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 Addonizio, seconded by Trustee Brick, and motion carried by a 4-0 vote to adopt the Board agenda.

Adoption of the Board Agenda

ROLL CALL: AYES: Trustees Addonizio, Brick, Palazzo, and Pritchard
 NOES: None
 ABSENT: Trustee Alpay, Bryson, and Hatton
 ABSTAIN: None

President Pritchard reported the following action taken during closed session:

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

Agenda Item #3 A – Public Employee Appointment/Employment:

The Board voted 4-0 to approve the appointment of Maureen Brown, Principal, Philip Reilly Elementary School.

AYES: Trustees Addonizio, Brick, Palazzo, and Pritchard
NOES: None
ABSENT: Trustee Alpay, Bryson, and Hatton
ABSTAIN: None

The Board voted 4-0 to approve the appointment of Gregory Merwin, Principal, George White Elementary School.

AYES: Trustees Addonizio, Brick, Palazzo, and Pritchard
NOES: None
ABSENT: Trustee Alpay, Bryson, and Hatton
ABSTAIN: None

President Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Agenda items 1 and 2 were pulled.

**Items Pulled from
the Consent
Calendar**

CONSENT CALENDAR

Trustee Addonizio requested additional information on Mr. Smiley. Deputy Superintendent Clark Hampton explained the current Executive Director of Fiscal Services is experiencing health issues and is taking time off necessitating the need for this interim position. Mr. Smiley is a recently retired Director of Financing, has experience in the Irvine Unified School District, and was recommended by the Orange County Department of Education for the interim position. Mr. Smiley is familiar with the QSS financial system used by the District, has a well-rounded background, and will assist staff with the preparation of the third interim report and budget.

**Employment
Contract
Agenda Item 1**

It was moved by Trustee Addonizio, seconded by Trustee Palazzo, and motion carried by a 4-0 vote to approve the employment contract for an interim Executive Director, Fiscal Services, to provide fiscal and budget-related services from May 10, 2012, through August 30, 2012.

AYES: Trustees Addonizio, Brick, Palazzo, and Pritchard
NOES: None
ABSENT: Trustee Alpay, Bryson, and Hatton
ABSTAIN: None

Trustee Palazzo asked staff if the preschool teacher position was for Las Flores Elementary School. Dr. Farley responded he would have to find out and report back to her.

**Resignations/
Retirements/
Employment
(Classified
Personnel)
Agenda Item 2**

It was moved by Trustee Palazzo, seconded by Trustee Addonizio, and motion carried by a 4-0 vote to approve the resignations, retirements, and employment of classified personnel.

AYES: Trustees Addonizio, Brick, Palazzo, and Pritchard
NOES: None
ABSENT: Trustee Alpay, Bryson, and Hatton
ABSTAIN: None

It was moved by Trustee Addonizio, seconded by Trustee Brick, and motion carried by a 4-0 vote to adjourn the meeting.

Adjournment

AYES: Trustees Addonizio, Brick, Palazzo, and Pritchard
NOES: None
ABSENT: Trustee Alpay, Bryson, and Hatton
ABSTAIN: None

President Pritchard announced the meeting adjourned at 8:48 a.m.

Board Clerk

Secretary, Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
MAY 23, 2012
EDUCATION CENTER – BOARD ROOM

President Pritchard called the meeting to order at 5:30 p.m. The Board recessed to closed session to: discuss CSEA/CUEA/CUMA/Teamsters negotiations and confer with Legal Counsel regarding Pending Litigation.

Closed session recessed at 6:07 p.m.

The regular meeting of the Board reconvened to open session and was called to order by President Pritchard at 7:00 p.m.

The Pledge of Allegiance was led by President Pritchard.

Present: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Pritchard, and
Student Advisor Ryan Pallas

Absent: Trustee Palazzo

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 Alpay, seconded by Trustee Bryson, and motion carried by a 6-0 vote to adopt the Board agenda.

Adoption of the Board Agenda

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Pritchard,
and Student Advisor Ryan Pallas
NOES: None
ABSENT: Trustee Palazzo
ABSTAIN: None

President Pritchard reported the following action taken during closed session:

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

Agenda Item #3 A – CSEA/CUEA/CUMA/Teamsters Negotiations:

No action was taken. Negotiator Jeff Bristow was not present in closed session for the discussion.

Agenda Item #3 B – Conference with Legal Counsel – Pending Litigation:

Informal Dispute Resolution Case No. 34912

The Board voted 6-0 to approve the settlement agreement in an amount not to exceed \$31,000.

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, and Pritchard
NOES: None
ABSENT: Trustee Palazzo
ABSTAIN: None

Superintendent Farley announced this meeting was Student Advisor Ryan Pallas' last meeting and then presented Ryan with a gift certificate for books on behalf of the Board. Dr. Farley told Ryan he was proud of his accomplishments and he had been an extraordinary student advisor and student.

**Board and
Superintendent
Comments**

Student Advisor Ryan Pallas stated being student advisor had been an excellent experience and he is very thankful for all the opportunities this Board has provided him.

Trustee Bryson recognized Kory Veres for his Classified Employee of the Year nomination and thanked him for his service to the Board of Trustees and the District. She also shared she had attended the San Clemente High School dance concert, the Dana Hills High School Achievement Awards, and the Classified Employees of the Year celebration.

DISCUSSION/ACTION

Deputy Superintendent Clark Hampton stated under AB 1200 school districts are required to provide regular updates on the financial condition of the district. After the budget is adopted in June there are two interim reports but if either report is certified as qualified, a third interim report is required. Mr. Hampton provided a PowerPoint presentation updating Trustees on the economic outlook, the Governor's May Revision, and the 2011-2012 Third Interim Report.

**Third Interim
Report
Agenda Item 1**

President Pritchard requested staff provide the Board with a hard copy of the PowerPoint presentation. Mr. Hampton responded he would e-mail the presentation to Trustees and post it on the District website (www.capousd.org).

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried by a 5-1 vote to acknowledge receipt of the financial documents related to the Third Interim Report, and authorize their filing with the Orange County Department of Education, the State Controller's Office, and the State Superintendent of Public Instruction.

AYES: Trustees Alpay, Brick, Bryson, Hatton, Pritchard, and
Student Advisor Ryan Pallas
NOES: Trustee Addonizio
ABSENT: Trustee Palazzo
ABSTAIN: None

Trustee Alpay announced he was just informed of the passing of former superintendent Truman Benedict.

**Trustee
Announcement**

Assistant Superintendent Julie Hatchel stated staff is presenting information acquired over the past year regarding the Common Core Standards. Dr. Hatchel stated staff has been working with the Orange County Department of Education to learn what the Common Core Standards implementation will mean for the District. Staff has spent time training with the sites, providing administration with training on how instruction needs to shift, and what it needs to look like as the District prepares for full implementation of the Common Core Standards in two years. Executive Director Deni Christensen presented a PowerPoint overview of the Common Core Standards to the Board. Following the PowerPoint, staff answered Trustee questions.

**Common Core
State Standards
Agenda Item 2**

Trustee Addonizio asked staff to provide an update on the technology plan relative to the Common Core Standards' requirement.

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried by a 6-0 vote to accept receipt of the Teamsters contract reopener proposal.

**Teamsters
Contract Reopener
Proposal
Agenda Item 3**

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Pritchard,
and Student Advisor Ryan Pallas
NOES: None
ABSENT: Trustee Palazzo
ABSTAIN: None

Deputy Superintendent Clark Hampton stated over the last few years interest rates have been declining and when this happens it is important and prudent for school districts to look at the possibility of refinancing any outstanding debts or bonds. At the January 9, 2012, Board meeting, Trustees approved Government Financial Services, Incorporated to provide financial advisor services for determining the potential savings through refunding of the 2002 COP and Measure A GO bonds. Mr. Hampton introduced President Lori Raineri of Government Financial Strategies Incorporated who provided a review of the analysis prepared by the company. The presentation included a review of the District's debt and refinancing candidates, data on the potential savings to the District and taxpayers, recommendations, and next steps for the District.

**COP/Measure A
Bonds
Agenda Item 4**

Deputy Superintendent Clark Hampton explained Newhart Middle School's multipurpose room (MPR) was not designed with the same standard as other District middle schools and is not adequate to accommodate the types of events typical for middle schools; therefore, a project was established, budgeted, and architects hired to design a solution. Mr. Hampton stated this item presents for approval a construction contract for \$798,532 to Construct 1 One, Corporation.

**Newhart MS
Agenda Item 5**

Trustee Addonizio requested staff provide an overall budget for this project to assist Trustees with monitoring the total costs of the project.

It was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried by a 6-0 vote to approve and award Bid No. 1112-14 Newhart Middle School MPR Remodel Project in the amount of \$798,532 to Construct 1 One, Corporation, funded by CFD 87-1 and State Facilities Program Modernization Funds.

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Pritchard,
and Student Advisor Ryan Pallas
NOES: None
ABSENT: Trustee Palazzo
ABSTAIN: None

Superintendent Farley stated one of the specific goals given to him by Trustees last year was revisiting the decision to withdraw the District's membership in the California School Boards Association (CSBA). This item provides Trustees the opportunity to discuss CSBA membership for the 2012-2013 school year.

**CSBA Membership
Agenda Item 6**

The following speaker addressed the Board:

- Gail Benda spoke of the benefits of belonging to CSBA and encouraged the Board to renew its membership.

Following discussion, it was moved by Trustee Addonizio, seconded by Trustee Pritchard, and motion carried by a 5-1 vote to reject District membership in the California School Boards Association.

AYES: Trustees Addonizio, Alpay, Brick, Hatton, Pritchard, and
Student Advisor Ryan Pallas
NOES: Trustee Bryson
ABSENT: Trustee Palazzo
ABSTAIN: None

It was moved by Trustee Alpay, seconded by Trustee Hatton, and motion carried by a 5-1 vote to approve the revisions to Board Bylaw 9220, *Board of Trustees Elections*.

**Board Bylaw
Revision
Agenda Item 7**

AYES: Trustees Alpay, Brick, Bryson, Hatton, Pritchard, and
Student Advisor Ryan Pallas
NOES: Trustee Addonizio
ABSENT: Trustee Palazzo
ABSTAIN: None

President Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Agenda item 22 was pulled.

**Items Pulled from
the Consent
Calendar**

Trustee Alpay, Bryson, and Hatton announced they would abstain from voting on the May 9, 2012, special Board meeting minutes because they did not attend the meeting. Due to the absence of Trustee Palazzo at this meeting there was a lack of a quorum for the vote; therefore, the May 9, 2012, special Board meeting minutes will be brought back to the June 11, 2012, Board meeting for approval.

**Trustee
Abstentions**

Trustee Hatton announced she was abstaining from voting on the May 14, 2012, regular Board meeting minutes as she was absent from the meeting.

CONSENT CALENDAR

It was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried unanimously to approve the following Consent Calendar items:

Minutes of ~~the May 9, 2012, special Board meeting minutes and~~ the May 14, 2012, regular Board meeting.

**Minutes
Agenda Item 8**

Petition to waive California Education Code §60851(a) and Board Policy 6162.52 – California High School Exit Examination: Case #1112-031 through #1112-033.

**CAHSEE Waiver
Agenda Item 9**

Agreement to refer students to alternative community and correctional schools and services for July and August 2012.

**Agreement to
Refer Students
Agenda Item 10**

Consolidated Application and Reporting System Data Collections, May 25, 2012, and June 30, 2012.

**Consolidated
Application and
Reporting System
Agenda Item 11**

Six comprehensive high school principals as league representatives to California Interscholastic Federation (CIF) for 2012-2013.

**CIF
Representatives
Agenda Item 12**

Donation of funds and equipment.

**Donations
Agenda Item 13**

Lease/purchase financing agreement with Key Government Finance, Cisco Capital's financing partner, for data storage and video conference equipment services and support.

**Lease/Purchase
Financing
Agreement
Agenda Item 14**

Amendment to special education Informal Dispute Resolution agreement case #5711.

**Amendment to
Informal Dispute
Resolution
Agreement
Agenda Item 15**

Extension of School Bus Service Agreement No. I09100045 to provide school bus inspections, servicing, maintenance, repair, parking, and school bus driver training services for buses owned by Santa Margarita Catholic High School.

**Extension of
Agreement
Agenda Item 16**

Award of bid for weed abatement services to E. Stewart and Associates, Incorporated.

**Weed Abatement
Agenda Item 17**

Agreement with the County of Orange Juvenile Court Work Program Services to provide weed abatement services on District slopes and grounds.

**Agreement with
OC Juvenile Court
Work Program
Agenda Item 18**

Extension of Bid No. 1011-01 for asphalt paving, sealcoating, and repair to be provided by Ben's Asphalt, Incorporated.

**Extension of
Agreement
Agenda Item 19**

Award of bid for plumbing services to Pacific Plumbing Company of Santa Ana.

**Plumbing Services
Agenda Item 20**

Extension of Consultant Agreement No. C1011064 for general legal services, as required by the District, provided by Stutz, Artiano, Shinoff & Holtz APC.

**Extension of
Agreement
Agenda Item 21**

Utilization of the County of Orange Master Agreement No. MA-017-10011795 for the purchase of office supplies from Staples Contract & Commercial, dba Staples Advantage, as needed, under the same terms and conditions of the public agency's contract.

**Office Supplies
Piggyback Bid
Agenda Item 23**

Resignations, retirements, and employment of classified personnel.

**Resignations/
Retirements/
Employment
(Classified
Personnel)
Agenda Item 24**

Resignations, retirements, and employment of certificated personnel.

**Resignations/
Retirements/
Employment
(Certificated
Personnel)
Agenda Item 25**

Payment to District master teachers who supported a student teacher during the 2011 fall and 2012 spring semester.

**Master Teacher
Payments
Agenda Item 26**

ROLL CALL: AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton,
Pritchard, and Student Advisor Ryan Pallas
NOES: None
ABSENT: Trustee Palazzo
ABSTAIN: None

Trustee Bryson asked staff for clarification on the per-hour-fee charge in the Professional Services Agreement with Dr. Perry David Passaro. Assistant Superintendent Sara Jocham stated for this Independent Educational Evaluation (IEE) the parents had the opportunity to select an assessor of their choice. Since the rate is within the professionally accepted norm the District must agree to the fee as part of the IEE process. Trustee Bryson stated she has a standing request for a 10 percent reduction on all consulting contracts due to the stresses the District is experiencing and asked staff to contact Dr. Passaro and request he reduce his hourly fee. Dr. Farley assured Trustee Bryson staff would telephone Dr. Passaro regarding a 10 percent reduction in his fee. When asked if this item could be continued until Dr. Passaro had been contacted regarding the rate reduction, Mrs. Jocham stated the contract needed to be approved at this meeting as Dr. Passaro may have begun his services due to the legal time constraints in the settlement agreement for the IEE.

It was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried by a 6-0 vote to approve ratification and approval of the District standardized Professional Services Agreements.

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Pritchard,
and Student Advisor Ryan Pallas
NOES: None
ABSENT: Trustee Palazzo
ABSTAIN: None

Trustee Alpay adjourned the meeting in memory of former superintendent and San Clemente icon Truman Benedict by reading a statement of Mr. Benedict's service to the District and San Clemente community.

It was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to adjourn the meeting.

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Pritchard,
and Student Advisor Ryan Pallas
NOES: None
ABSENT: Trustee Palazzo
ABSTAIN: None

President Pritchard announced the meeting adjourned at 8:46 p.m.

Board Clerk

Secretary, Board of Trustees

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....JUNE 11, 2012

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
315084	1	SADDLEBACK GOLF CARS	Rntl:Oth/Sch Adm /SCHS	151.33
315085	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv&Op /Enterprs/Dstrctwd	800.88
315086	1	DAY LITE MAINTENANCE	Rntl:Oth/RR:Bldgs/SJHHS	3,596.54
315087	1	AQUATIC TECHNOLOGIES	Rntl:Oth/RR:Bldgs/Tesoro	591.00
315088	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/CVHS	2,040.00
315089	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/Lobo	510.00
315090	1	WEST COAST ARBORISTS INC.	Rntl:Oth/Op:Grnds/Dstrctwd	5,000.00
315091	1	PRO PHOTO CONNECTION INC	InstMtls/Instrctn/SCHS	514.22
315092	1	LAKESHORE LEARNING MATERIALS	SpplsNonI/HlthServ/Dstrctwd	114.98
315093	1	LINGUI SYSTEMS INC	InstMtls/SEOthIns/Dstrctwd	116.15
315094	1	PCI EDUCATIONAL PUBLISHING	InstMtls/SEOthIns/Dstrctwd	285.38
315095	1	SCHOOL SPECIALTY	SpplsNonI/HlthServ/Dstrctwd	73.22
315096	1	ORANGE COUNTY SCH BOARDS ASSN	CnfrNonI/Board /Dstrctwd	35.00
315097	1	AVID CENTER	PrepdExp/Undesig /Dstrctwd	669.00
315098	1	CARLEX COMPANY, THE	InstMtls/Instrctn/LRMS	527.82
315099	1	S&R SPORT	InstMtls/CurAthlt/CVHS	1,752.86
315100	1	CDWG Inc	SpplsNonI/Sch Adm /CVHS	217.05
315101	1	WAL MART L.N.	InstMtls/Instrctn/Dstrctwd	6,000.00
315102	1	DELL COMPUTER	NonCapEq/Enterprs/NHMS	847.57
315103	1	IMAGE 2000	SpplsNonI/Sch Adm /Las Palm	413.20
315104	1	DELL COMPUTER	NonCapEq/Instrctn/DJAMS	8,468.62
315105	11	ADMINISTRATIVE SOFTWARE	Serv&Op /Instrctn/Dstrctwd	3,540.00
			Serv&Op /AE:FEEBS/Dstrctwd	1,180.00
315106	1	APPLE COMPUTER INC	Serv&Op /Instrctn/Mission	1,360.00
315107	1	ENCHANTED LEARNING	InstMtls/SDCInstr/Tesoro	125.00
315108	1	PROGRESS PUBLISHERS	InstMtls/Instrctn/San Juan	904.32
315109	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Wood Cyn	242.00
315110	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Castille	150.26
315111	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Lobo	248.63
315112	1	PC MALL GOV	SpplsNonI/Enterprs/FNMS	131.89
315113	1	MAKIT PRODUCTS INC	InstMtls/Instrctn/Hiddn Hl	609.06
315114	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/SCHS	5,674.05
315115	1	OCEAN INSTITUTE	FieldTrp/Instrctn/LadraElm	445.00
315116	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/Tesoro	2,593.19
315117	1	R&S SOIL PRODUCTS INC	Rntl:Oth/Op:Grnds/Dstrctwd	10,000.00
315118	1	OCEAN INSTITUTE	FieldTrp/Instrctn/LadraElm	445.00
315119	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Reilly	2,943.00
315120	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/SMS	18,851.00
315121	1	BEST PRICED PRODUCTS INC	SpplsNonI/HlthServ/Dstrctwd	37.97
315122		VOID	VOID	0.00
315123	1	AARDVARK CLAY	InstMtls/Instrctn/CVHS	376.70
315124	1	GALE GROUP	InstMtls/Instrctn/SCHS	50.00
315125	1	JONES SCHOOL SUPPLY CO INC	InstMtls/Instrctn/LF Elem	193.60
315126	1	ITD PRINT SOLUTIONS	SpplsNonI/Sch Adm /LF Elem	136.62
315127	1	PRAXAIR	InstMtls/Instrctn/ANHS	200.00

EXHIBIT 17

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....JUNE 11, 2012

PO No.	Fund	Vendor	Description	Amount
315128	1	DUNLAP, JAMES	Serv&Op /Instrctn/SCHS	771.38
315129	1	FOLLETT EDUCATIONAL SERVICES	K-12Text/Instrctn/AVMS	327.02
315130	1	FOLLETT LIBRARY RESOURCES	InstMtls/Enterprs/BAMS	2,877.43
315131	1	DELL COMPUTER	NonCapEq/Instrctn/SMS	1,935.28
315132	1	PRAXAIR	Serv&Op /Instrctn/ANHS	400.00
315133	1	FOLLETT LIBRARY RESOURCES	InstMtls/Instrctn/Tesoro	4,779.99
315134	1	GALE/CENGAGE	InstMtls/Instrctn/Tesoro	4,396.75
315135		VOID	VOID	0.00
315136	1	LOYER, LAW OFFICES OF KATHLEEN	Legal /SupvAdmn/Dstrctwd	1,000.00
315137	1	SCHOLASTIC INC	InstMtls/Instrctn/Lgna Nig	21.19
315138	1	COLLEGE BOUND SENIORS	Serv&Op /PuplTest/Dstrctwd	1,530.05
315139	1	PCI EDUCATIONAL PUBLISHING	InstMtls/SDCInstr/CVHS	282.08
315140		VOID	VOID	0.00
315141	1	SCOTT FORESMAN	InstMtls/Instrctn/San Juan	1,020.50
315142		VOID	VOID	0.00
315143	13	BRINKS INC.	CntrctFd/FoodServ/Dstrctwd	1,500.00
315144	1	SALEM PRESS INC	InstMtls/Instrctn/SCHS	295.00
315145	1	STAPLES ADVANTAGE	InstMtls/SDCInstr/Dstrctwd	1,434.39
315146		VOID	VOID	0.00
315147	1	US GAMES	InstMtls/Instrctn/OsoGrand	333.57
315148	1	SUBSCRIPTIONS SERVICES OF	InstMtls/Instrctn/SCHS	317.82
315149	1	CUSD	Serv&Op /PuplTran/Dstrctwd	1,800.00
315150	69	TRI-AD	Serv&Op /Enterprs/Dstrctwd	2,131.50
315151	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/DJAMS	240.00
315152	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/CVHS	2,500.00
315153	1	BEYOND TECHNOLOGY	Serv&Op /Instrctn/St Edwrd	6,000.00
315154	13	DELL COMPUTER	Comprr /FoodServ/CVHS	1,866.22
315155	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	1,721.88
315156	1	NASCO WEST	InstMtls/Instrctn/LRMS	1,000.00
315157	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	10,812.00
315158	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	11,532.00
315159	1	ORANGE COUNTY DEPT OF EDUC	Serv&Op /PuplTran/Dstrctwd	0.00
			Tui:Cnty/IntrAgnc/Dstrctwd	36,600.00
			Subagrmt/PuplTran/Dstrctwd	6,068.00
315160	1	ORANGE COUNTY DEPT OF EDUC	Serv&Op /SupvAdmn/Dstrctwd	138.53
315161	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/FNMS	33,583.18
315162	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/RH Dana	69.50
315163	1	SEHI COMPUTER	InstMtls/Instrctn/MFMS	174.63
315164	1	CAMCOR INC	InstMtls/Instrctn/Tesoro	1,463.85
315165	1	SLPATH	InstMtls/SE0thIns/Dstrctwd	269.59
315166	1	HERITAGE SCHOOLS INC	Residtl /NPS /Dstrctwd	618.20
315167	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	546.00
315168	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	78.00
315169	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	12,012.00
315170	1	HERITAGE SCHOOLS INC	Sub MHBC/NPS /Dstrctwd	16,285.92
			Residtl /NPS /Dstrctwd	4,386.00
315171	1	RENAISSANCE LEARNING INC	InstMtls/SE0thIns/Dstrctwd	345.87
315172	1	WESTERN PSYCHOLOGICAL SERVICES	SplsNonI/HlthServ/Dstrctwd	658.92
315173	1	LASERED PICS	InstMtls/SE0thIns/Dstrctwd	41.33
315174	1	JUST ASK PUBLICATIONS	SplsNonI/SupvAdmn/Dstrctwd	864.23
315175		VOID	VOID	0.00

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....JUNE 11, 2012

PO No.	Fund	Vendor	Description	Amount
315176	1	CHILDSWORK/CHILDSPLAY	InstMtls/SE0thIns/Dstrctwd	140.85
315177	1	JIM'S MUSIC CENTER	NonCapEq/Instrctn/Tesoro	537.67
315178	1	DELL COMPUTER	SpplsNonI/Enterprs/FNMS	967.64
315179		VOID	VOID	0.00
315180	1	UNITED STATES POSTAL SERVICE	Cmmnctns/Warehse /Dstrctwd	15,000.00
315181	1	FEDERAL EXPRESS CORP	Cmmnctns/Warehse /Dstrctwd	2,000.00
315182	1	BJ BINDERY	Serv&Op /Grph Art/Dstrctwd	2,000.00
315183	1	ONE STOP BINDERY	Serv&Op /Grph Art/Dstrctwd	3,000.00
315184	1	AMERICAN LIBRARY ASSOCIATION	Serv&Op /Instrctn/St Anne	220.00
315185	1	ORANGE COUNTY ACADEMIC DECA	Serv&Op /Instrctn/SCHS	405.00
315186	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	732.70
315187	1	STAPLES ADVANTAGE	InstMtls/Instrctn/BAMS	1,000.00
315188	1	ACSA FOUNDATION FOR EDUCATION	Serv&Op /Prsnl:HR/Dstrctwd	2,500.00
315189	1	BADEN SPORTS INC	InstMtls/Instrctn/Del Obis	77.49
315190	1	SEHI COMPUTER	InstMtls/Instrctn/SJHHS	502.56
315191	1	ORANGE COUNTY REGISTER	SpplsNonI/Sch Adm /Dstrctwd	141.40
315192	1	CAMCOR INC	NonCapEq/Instrctn/CVHS	3,900.56
315193	1	BRAINFUSE INC	Serv&Op /Instrctn/Cal Prep	3,000.00
315194	1	CULVER-NEWLIN INC	SpplsNonI/Sch Adm /Del Obis	549.53
315195	1	JOSTENS	InstMtls/Instrctn/SCHS	4,095.39
315196	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/DHHS	3,062.26
315197	1	SE-KURE CONTROLS-GARY HUSON	SpplsNonI/Sch Adm /SJHHS	26.94
315198	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /SJHHS	1,965.36
315199	1	ORANGE COUNTY DEPT OF EDUC	Tui:Cnty/IntrAgnc/Dstrctwd	108,633.00
315200	1	ORANGE COUNTY DEPT OF EDUC	Tui:Cnty/IntrAgnc/Dstrctwd	37,000.00
315201	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	2,257.58
315202	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	123.80
315203	1	KITS FOR KIDZ	InstMtls/Instrctn/Dstrctwd	504.27
315204	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Enterprs/SMS	161.75
315205	1	COSTCO S.J.C.	SpplsNonI/SupvAdmn/Dstrctwd	253.75
315206	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/LRMS	800.00
315207	1	APPERSON	InstMtls/Instrctn/SJHHS	84.08
315208	1	STAPLES ADVANTAGE	InstMtls/Instrctn/SCHS	126.60
315209	1	WAL MART S.C.	InstMtls/Instrctn/SCHS	600.00
315210	12	OFFICE DEPOT	SpplsNonI/SupvAdmn/Dstrctwd	40.00
315211		VOID	VOID	0.00
315212	1	CALENDARS	SpplsNonI/SupvAdmn/Dstrctwd	378.58
315213	1	SCHOOL SPECIALTY	InstMtls/SE0thIns/Dstrctwd	178.09
315214	1	PHONAK INC	SpplsNonI/HlthServ/Dstrctwd	20.10
315215	1	SUPER DUPER INC.	SpplsNonI/Spch Aud/Dstrctwd	415.92
315216	1	CHEFS TOYS	InstMtls/Instrctn/Dstrctwd	1,250.00
315217	1	STAPLES ADVANTAGE	InstMtls/SE0thIns/Dstrctwd	429.92
315218	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	427.00
315219	1	CHERRY TREE TOYS INC	InstMtls/Instrctn/FNMS	429.60
315220	1	RANCHO MISSION VIEJO LAND	FieldTrp/Instrctn/LadraElm	1,530.00
315221	1	DELL COMPUTER	NonCapEq/TIS /Dstrctwd	5,410.62
315222	1	REEL LUMBER	InstMtls/Instrctn/FNMS	1,000.00
315223	1	VONS C/O SAFEWAY INC	InstMtls/Instrctn/DJAMS	800.00
315224	1	IMAGE 2000	InstMtls/Enterprs/Bathgate	567.75
315225	1	SATCO SUPPLY	InstMtls/Instrctn/FNMS	225.41

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....JUNE 11, 2012

PO No.	Fund	Vendor	Description	Amount
315226	1	WESTESCO	InstMtls/Instrctn/ANHS	614.39
315227	1	FOLLETT LIBRARY RESOURCES	K-12Text/Instrctn/VDMMS	1,422.00
315228	1	CALIFORNIA ASSOC OF PUBLIC	CnfrNonI/Purch /Dstrctwd	78.00
315229	1	NASCO WEST	InstMtls/Instrctn/BAMS	140.12
315230	1	NATIONAL SCHOOL PRODUCTS	InstMtls/RSPInstr/OsoGrand	251.38
315231	1	DELL COMPUTER	Serv&Op /TIS /Dstrctwd	5,945.88
315232	1	DEMCO INC	InstMtls/Instrctn/ANHS	244.28
315233	1	SCHOOL SPECIALTY	InstMtls/Instrctn/FNMS	285.39
315234	1	AMERICAN LIBRARY ASSOCIATION	SpplsNonI/Sch Adm /FNMS	56.64
315235	1	PHONAK INC	NonCapEq/HlthServ/Dstrctwd	1,641.64
315236	1	REALLY GOOD STUFF	SpplsNonI/Sch Adm /Don Juan	68.23
315237	1	SCHOLASTIC INC	InstMtls/RSPInstr/Malcom	212.87
315238	1	CAMBRIDGE EDUCATIONAL	InstMtls/SEOthIns/Dstrctwd	194.96
315239	1	SCHOLASTIC LITERACY PARTNERSHP	InstMtls/RSPInstr/MFMS	269.38
315240	1	PCI EDUCATIONAL PUBLISHING	InstMtls/SEOthIns/Dstrctwd	1,246.52
315241	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/DHHS	26.88
315242	1	NASCO WEST	InstMtls/Instrctn/LRMS	500.00
315243	1	AARDVARK CLAY	InstMtls/Instrctn/CVHS	432.64
315244		VOID	VOID	0.00
315245		VOID	VOID	0.00
315246	1	DICK BLICK WEST	InstMtls/Instrctn/DHHS	968.89
315247	1	DICK BLICK WEST	InstMtls/Instrctn/FNMS	685.70
315248	1	DICK BLICK WEST	InstMtls/Instrctn/FNMS	320.77
315249	1	DICK BLICK WEST	InstMtls/Instrctn/ANHS	3,769.77
315250	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/CanViste	1,000.00
315251	1	ORANGE COUNTY DEPT OF EDUC	Conf:Ins/Instrctn/Dstrctwd	1,400.00
315252	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Las Palm	1,191.00
315253	1	STAPLES ADVANTAGE	SpplsNonI/Sch Adm /BAMS	1,000.00
315254	1	MR. M'S WORLD	InstMtls/Instrctn/FNMS	800.00
315255	1	CHEFS TOYS	InstMtls/Instrctn/Serra	1,900.00
315256	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SEOthIns/Dstrctwd	300.00
315257	1	STAPLES ADVANTAGE	SpplsNonI/Pup Serv/Dstrctwd	500.00
315258	1	ECS IMAGING INCORPORATED	Serv&Op /Pup Serv/Dstrctwd	20,000.00
315259	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/Pup Serv/Dstrctwd	15.00
315260	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/SupvAdmn/Dstrctwd	250.00
			CnfrNonI/Prsnl:HR/Dstrctwd	125.00
			CnfrNonI/Pub Info/Dstrctwd	125.00
			CnfrNonI/Bus/Fisc/Dstrctwd	250.00
			CnfrNonI/SuppSvcs/Dstrctwd	125.00
315261	1	AUTISM SOCIETY 43RD NATIONAL	PrepdExp/Undesig /Dstrctwd	425.00
315262	1	CULVER-NEWLIN INC	InstMtls/Instrctn/DJAMS	1,386.10
315263	1	WEST COAST SOUND SERVICE	Serv&Op /RR:Bldgs/Dstrctwd	13,875.00
315264	1	SCIENCE KIT & BOREAL LAB	InstMtls/Enterprs/SMS	1,157.17
315265	1	SPRINT/NEXTEL COMMUNICATIONS	SpplsNonI/RR:Bldgs/Dstrctwd	112.44
315266	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Bathgate	9,964.04
315267	1	THYssen ELEVATOR CORPORATION	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
315268	1	ISTE	Conf:Ins/Instrctn/Chaparal	717.00
			CnfrNonI/Sch Adm /Chaparal	239.00
315269	1	SCIENCE KIT & BOREAL LAB	InstMtls/Enterprs/SMS	614.28
315270	1	UNITED RENTALS	Rntl:Oth/RR:Bldgs/Dstrctwd	3,000.00

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PO No.	Fund	Vendor	Description	Amount
315271	1	PYRAMID WIRE & CABLE INC.	Serv&Op /Instrctn/LFMS	1,601.49
315272	1	PYRAMID WIRE & CABLE INC.	SpplsNonI/RR:Bldgs/Dstrctwd	10,132.16
315273	1	SOUTHERN CA BOILER INC	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
315274	1	ALISO VIEJO AUTO SERVICE	Rntl:Oth/Dist Veh/Dstrctwd	6,000.00
315275	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Chaparral	4,119.52
315276	1	BLAIRS TOWING	Serv&Op /PuplTran/Dstrctwd	2,000.00
315277	1	1 DAY PAINT AND BODY	Rntl:Oth/PuplTran/Dstrctwd	15,000.00
315278	1	ADVANTAGE RADIATOR	Rntl:Oth/PuplTran/Dstrctwd	2,000.00
315279	1	JFK TRANSPORTATION CO INC	Charter /DW Undst/Dstrctwd	15,000.00
315280	1	MAILFINANCE INC DBA	Rntl:Oth/Warehse /Dstrctwd	2,084.80
315281	1	HEADSETS.COM	SpplsNonI/TIS /Dstrctwd	216.77
315282	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/SJHHS	3,204.40
315283	1	CAMCOR INC	NonCapEq/Instrctn/CVHS	4,828.44
315284	1	CAMCOR INC	NonCapEq/Instrctn/Malcom	1,931.38
315285	1	COMPVIEW	SpplsNonI/Sch Adm /CVHS	669.24
315286	1	CAMCOR INC	NonCapEq/Instrctn/LRMS	537.66
315287	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv&Op /Enterprs/Dstrctwd	782.60
315288	1	CAMCOR INC	NonCapEq/Instrctn/FNMS	3,846.09
315289	1	MNJ TECHNOLOGIES DIRECT INC	InstMtls/SDCInstr/NHMS	144.39
315290	1	MNJ TECHNOLOGIES DIRECT INC	InstMtls/SDCInstr/NHMS	72.19
315291	1	CAMCOR INC	NonCapEq/Instrctn/SCHS	537.66
315292	1	CAMCOR INC	InstMtls/Instrctn/BAMS	459.26
315293	1	GOLDEN STAR TECHNOLOGY INC.	SpplsNonI/Sch Adm /BAMS	206.72
315294	1	NETWORK HARDWARE RESALE	NonCapEq/Instrctn/Moulton	2,155.68
315295	1	HEWLETT-PACKARD COMPANY	InstMtls/Instrctn/DJAMS	486.58
315296	1	DELL COMPUTER	NonCapEq/Sch Adm /SMS	2,902.92
315297	1	APPLE COMPUTER INC	NonCapEq/Instrctn/CVHS	5,161.18
315298	1	DELL COMPUTER	NonCapEq/Sch Adm /SJHHS	4,237.85
315299	1	APPLE COMPUTER INC	SpplsNonI/Sch Adm /CVHS	446.09
315300	1	DELL COMPUTER	SpplsNonI/Sch Adm /ANHS	189.62
315301	1	APPLE COMPUTER INC	InstMtls/Instrctn/ANHS	2,179.61
315302	1	DELL COMPUTER	NonCapEq/Instrctn/DHHS	3,536.84
315303	1	DELL COMPUTER	NonCapEq/Sch Adm /Don Juan	1,413.00
315304	1	APPLE COMPUTER INC	SpplsNonI/Sch Adm /LF Elem	62.50
315305	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	967.64
315306	1	NATIONAL SCHOOL PUBLIC RELATIO	SpplsNonI/Pub Info/Dstrctwd	164.70
315307		VOID	VOID	0.00
315308	1	CHEF TOYS	InstMtls/Instrctn/Dstrctwd	1,000.00
315309	1	PCI EDUCATIONAL PUBLISHING	InstMtls/RSPInstr/DJAMS	231.39
315310	1	PCI EDUCATIONAL PUBLISHING	InstMtls/RSPInstr/DHHS	229.54
315311	1	SCHOLASTIC LITERACY PARTNERSHP	InstMtls/RSPInstr/MFMS	260.71
315312	1	LINGUI SYSTEMS INC	InstMtls/SEothIns/Dstrctwd	385.15
315313	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Del Obis	500.00
315314	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Las Palm	90.32
315315	1	ACHIEVEMENT PRODUCTS	SpplsNonI/HlthServ/Dstrctwd	106.53
315316		VOID	VOID	0.00
315317	40	VOIT REAL ESTATE SERVICES	Serv&Op /M&O /Dstrctwd	61,784.29
315318	1	PEARSON ASSESSMENTS	SpplsNonI/Spch Aud/Dstrctwd	655.67
315319	1	PRO-ED	SpplsNonI/Spch Aud/Dstrctwd	88.81
315320	1	SUPER DUPER INC.	SpplsNonI/Spch Aud/Dstrctwd	346.96

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PO No.	Fund	Vendor	Description	Amount
315321	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Dstrctwd	268.08
315322	1	LINGUI SYSTEMS INC	InstMtls/SE0thIns/Dstrctwd	276.92
315323	1	PCI EDUCATIONAL PUBLISHING	InstMtls/SDCInstr/DHHS	214.75
315324	1	PCI EDUCATIONAL PUBLISHING	InstMtls/RSPInstr/NHMS	242.97
315325	1	LAKESHORE LEARNING MATERIALS	SpplsNonI/HlthServ/Dstrctwd	253.25
315326	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Oak Grv	223.73
315327	1	SUPER DUPER INC.	SpplsNonI/Spch Aud/Dstrctwd	79.74
315328		VOID	VOID	0.00
315329	1	DICK BLICK WEST	InstMtls/Instrctn/CVHS	199.26
315330	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	150.00
315331		VOID	VOID	0.00
315332		VOID	VOID	0.00
315333	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	150.00
315334	11	CALIFORNIA DEPT. OF EDUCATION	Serv&Op /Instrctn/Dstrctwd	860.00
315335	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/BAMS	1,000.00
315336	11	EDUCATIONAL TESTING SERVICE	Serv&Op /Instrctn/Dstrctwd	1,474.00
315337	11	STECK-VAUGHN CO	InstMtls/Instrctn/Dstrctwd	478.73
315338	1	RIFTON EQUIPMENT	SpplsNonI/HlthServ/Dstrctwd	1,009.62
315339	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SE0thIns/Dstrctwd	400.00
315340	1	SOCIAL THINKING PUBLISHING	InstMtls/SDCInstr/MFMS	41.27
315341	1	CULVER-NEWLIN INC	NonCapEq/Sch Adm /Cal Prep	9,635.76
			NonCapEq/Instrctn/Cal Prep	28,907.29
315342	1	PRESTWICK HOUSE	InstMtls/SDCInstr/SCHS	220.83
315343	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/CVHS	1,003.91
315344	1	US GAMES	InstMtls/Instrctn/Bathgate	84.02
315345	1	LAKESHORE LEARNING MATERIALS	SpplsNonI/Sch Adm /Don Juan	863.52
315346	1	APPLE COMPUTER INC	NonCapEq/Sch Adm /CVHS	2,718.36
315347	1	US GAMES	InstMtls/SE0thIns/Dstrctwd	269.73
315348	1	BAVCO	Rntl:Oth/Op:Grnds/Dstrctwd	2,500.00
315349	1	MCCOY, MICHAEL AND PAM	Serv&Op /SE0thIns/Dstrctwd	16,925.00
			Serv&Op /Aid:Inst/Dstrctwd	7,540.00
			Serv&Op /PuplTran/Dstrctwd	3,876.66
315350	1	WIELATH, JOSEPH AND/OR LIVIA	Residtl /NPS /Dstrctwd	1,400.00
315351	1	HEBERT, DEBRA	NPA /NPA Hlth/Dstrctwd	960.00
315352	1	THERAPEUTIC EDUCATION CENTER	NPS /NPS /Dstrctwd	19,125.00
315353	1	RENAISSANCE LEARNING INC	SpplsNonI/SE0thIns/Dstrctwd	345.87
315354	1	APPLE COMPUTER INC	InstMtls/Enterprs/LRMS	1,527.58
315355	1	BIO CORPORATION	InstMtls/Instrctn/LRMS	575.39
315356	1	APPLE COMPUTER INC	InstMtls/Instrctn/DJAMS	477.95
315357	1	SKYLIGHT PUBLISHING	K-12Text/Instrctn/ANHS	2,914.64
315358	13	CAMPUS FOODS	Food Dry/FoodServ/Dstrctwd	500.00
315359	11	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	5,085.42
315360	1	APPLE COMPUTER INC	SpplsNonI/PsychSer/Dstrctwd	2,389.73
315361	1	DELL COMPUTER	SpplsNonI/PsychSer/Dstrctwd	4,838.20
315362	1	APPLE COMPUTER INC	NonCapEq/SupvAdmn/Dstrctwd	477.95
315363	1	JIM'S MUSIC CENTER	InstMtls/Instrctn/BAMS	300.00
315364	1	NASCO WEST	InstMtls/Instrctn/DJAMS	1,227.66
315365	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/ANHS	784.54
315366	1	DELL COMPUTER	NonCapEq/Instrctn/Malcom	1,935.28
315367	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/FNMS	412.05

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PO No.	Fund	Vendor	Description	Amount
315368	1	MICROSCOPE WORLD	InstMtls/Instrctn/ANHS	1,540.49
315369	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/ANHS	1,670.92
315370	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Serra	6,847.17
315371	1	DICK BLICK WEST	SpplsNonI/Enterprs/FNMS	41.92
315372	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/FNMS	245.73
315373	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Chaparral	2,928.48
315374	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/FNMS	110.13
315375	1	APPLE COMPUTER INC	NonCapEq/SE0thIns/Dstrctwd	3,262.04
315376	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/LRMS	123.48
315377	1	APPLE COMPUTER INC	NonCapEq/CurAthlt/SJHHS	543.67
315378	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/ANHS	315.05
315379	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/BAMS	500.00
315380	1	APPLE COMPUTER INC	InstMtls/RSPInstr/DJAMS	552.29
315381	1	CULVER-NEULIN INC	SpplsNonI/SupvAdmn/Dstrctwd	387.68
315382	1	WOLTERS KLUWER LAW + BUSINESS	SpplsNonI/Payroll /Dstrctwd	90.64
315383	1	HERITAGE TOURS OF SAN DIEGO	FieldTrp/Instrctn/AVMS	630.00
315384	1	OCEAN INSTITUTE	FieldTrp/Enterprs/HankeyES	794.00
315385	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	75.00
315386	1	SC RENTALS	Rntl:Oth/RR:Bldgs/Dstrctwd	5,098.00
315387	1	SARGENT-WELCH SCIENTIFIC	InstMtls/Instrctn/ANHS	985.09
315388	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/FNMS	848.63
315389	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Dstrctwd	1,028.55
315390	1	CAMCOR INC	NonCapEq/Sch Adm /SMS	2,150.65
315391	1	DICK'S SPORTING GOODS	InstMtls/CurAthlt/CVHS	465.38
315392	1	US GAMES	InstMtls/Instrctn/OsoGrand	77.55
315393	1	PRAXAIR	InstMtls/Instrctn/ANHS	403.01
315394	1	LRP PUBLICATIONS	CnfrNonI/HlthServ/Dstrctwd	270.00
315395	1	STAPLES ADVANTAGE	SpplsNonI/SupvAdmn/Dstrctwd	105.55
315396	1	OFFICE DEPOT	SpplsNonI/GuidCnsl/FRC:AnxI	103.41
315397	1	DELL COMPUTER	NonCapEq/Instrctn/Tesoro	4,237.85
315398	23	PACIFIC MH CONSTRUCTION INC.	OthConst/Fac Acq /San Juan	6,822.50
315399	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Enterprs/SMS	74.19
315400	23	GILBERT & STEARNS INC	OthConst/Fac Acq /San Juan	1,124.40
315401	1	MNJ TECHNOLOGIES DIRECT INC	SpplsNonI/SupvAdmn/Dstrctwd	149.13
315402	12	TANDUS FLOORING INC.	NonCapEq/Instrctn/Oak Grv	5,292.54
315403	1	IMAGE 2000	InstMtls/Instrctn/Tesoro	837.74
315404	1	STAPLES ADVANTAGE	InstMtls/Instrctn/SCHS	95.19
315405	1	JOHN DEERE LANDSCAPES	SpplsNonI/Op:Grnds/Dstrctwd	5,000.00
315406	1	BEACH CITIES GLASS	Rntl:Oth/RR:Bldgs/Dstrctwd	4,818.32
315407	1	AAA ELECTRIC MOTOR SALES	Rntl:Oth/RR:Bldgs/Dstrctwd	1,000.00
315408	1	CONSOLIDATED ELECTRICAL DISTR	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
315409	1	SOUTHERN CA BOILER INC	Rntl:Oth/RR:Bldgs/Dstrctwd	3,000.00
315410	1	P A THOMPSON ENGINEERING CO	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
315411	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/SJHHS	3,500.00
315412	1	SEHI COMPUTER	InstMtls/Instrctn/Tijeras	1,002.08
315413	1	CARLOS GUZMAN INC	Rntl:Oth/PuplTran/Dstrctwd	30,000.00
315414	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	25,000.00
315415	1	FLEET SERVICE SPECIALISTS LLC	Rntl:Oth/PuplTran/Dstrctwd	15,000.00
			Rntl:Oth/Dist Veh/Dstrctwd	15,000.00
315416	1	CARD INTEGRATORS	SpplsNonI/PuplTran/Dstrctwd	242.44

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PO No.	Fund	Vendor	Description	Amount
315417	1	IPC USA	Ppl Tran/PuplTran/Dstrctwd	100,000.00
315418	1	PYRAMID WIRE & CABLE INC.	InstMtls/Instrctn/DHHS	2,202.46
315419	1	ORANGE COUNTY REGISTER	Serv&Op /SupvAdmn/Dstrctwd	114.56
315420	1	ALPHA SOUND AND LIGHTING	SplsNonI/RR:Bldgs/Dstrctwd	1,000.00
315421	1	MOBILE COMMUNICATION REPAIR	SplsNonI/Saf&Trng/Dstrctwd	12,334.67
315422	1	1ST JON	Rntl:Oth/RR:Bldgs/Dstrctwd	1,500.00
315423	1	AQUATIC TECHNOLOGIES	SplsNonI/RR:Bldgs/ANHS	900.00
315424	1	COMMERCIAL FENCE & IRON WORKS	Serv&Op /Enterprs/Dstrctwd	1,200.00
315425	1	P A THOMPSON ENGINEERING CO	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
315426	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/VdelMarE	850.00
315427	1	NETWORK HARDWARE RESALE	SplsNonI/RR:Bldgs/Dstrctwd	2,647.06
315428	1	COAST RECREATION INC	SplsNonI/RR:Bldgs/Bathgate	267.86
315429	1	STORAGE CONTAINER.COM	Rntl:Oth/Custodil/Dstrctwd	3,000.00
315430	1	NATIONAL CONTROLS INC	Rntl:Oth/RR:Bldgs/SCHS	310.50
315431	1	DALTON TRUCKING	Rntl:Oth/Op:Grnds/Dstrctwd	363.18
315432	1	MOBILE COMMUNICATION REPAIR	SplsNonI/Saf&Trng/Dstrctwd	18,124.63
315433	1	DENAUT'S TRUE VALUE HARDWARE	InstMtls/Instrctn/FNMS	200.00
315434	13	GOLD STAR FOODS INC	Food Dry/FoodServ/Dstrctwd	5,000.00
315435	13	A & R WHOLESALE DISTRIBUTORS	Food Dry/FoodServ/Dstrctwd	4,000.00
315436	13	SYSCO FOOD SERVICES	Food Dry/FoodServ/Dstrctwd	15,000.00
315437	1	CURRICULUM ASSOCIATES	SplsNonI/HlthServ/Dstrctwd	398.27
315438	1	RIVERSIDE PUBLISHING CO	SplsNonI/HlthServ/Dstrctwd	978.40
315439	1	MHS RESEARCH DEPARTMENT	SplsNonI/PsychSer/Dstrctwd	1,873.23
315440	1	PEARSON ASSESSMENTS	SplsNonI/PsychSer/Dstrctwd	732.21
315441	1	BEYOND TECHNOLOGY	CnsltNon/SupvAdmn/CVCS	5,952.00
315442	1	DEPARTMENT OF GENERAL SERVICES	Serv&Op /Prsnl:HR/Dstrctwd	80.00
315443	1	AARDVARK CLAY	InstMtls/Instrctn/FNMS	184.38
315444	1	RENAISSANCE LEARNING INC	InstMtls/SE0thIns/Dstrctwd	411.59
315445	1	OCDE/MEDIA SERVICES	InstMtls/Instrctn/San Juan	163.46
315446	1	STAPLES ADVANTAGE	InstMtls/Instrctn/SCHS	107.97
315447	1	CONSOLIDATED ELECTRICAL DISTR	SplsNonI/Enterprs/DHHS	1,092.35
315448	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/VdelMarE	4,645.81
315449	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/SCHS	3,032.69
315450	1	CREATIVE FORMS DESIGN INC	SplsNonI/Sch Adm /Dstrctwd	114.95
315451	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Barcelon	17,680.00
315452	1	ZOOMARS	FieldTrp/SDCInstr/Dana ENF	60.00
315453	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	75.00
315454	1	CARES	NPA /NPA /Dstrctwd	13,962.00
315455	1	GOPHER ATHLETIC	InstMtls/Instrctn/VdelMarE	257.05
315456	1	LIVESCRIBE INC	InstMtls/Instrctn/FNMS	225.33
315457	1	SAN CLEMENTE HIGH SCHOOL ASB	InstMtls/Instrctn/Dstrctwd	250.00
315458	1	CHEF TOYS	InstMtls/Instrctn/Serra	155.55
315459	1	GOPHER ATHLETIC	InstMtls/Instrctn/Del Obis	66.46
315460	1	JOURNEY'S TO THE PAST	FieldTrp/Instrctn/VdelMarE	1,200.00
315461	40	US BANK	TrOutOth/IntrAgnc/Dstrctwd	144,531.25
315462	1	CONTRACT PAPER GROUP INC.	St Rcpts/Undesig /Dstrctwd	66,416.24
315463	1	VERNIER SOFTWARE	InstMtls/Instrctn/CVHS	1,187.41
315464	1	MAYER-JOHNSON CO	InstMtls/SE0thIns/Dstrctwd	1,063.49
315465	1	STAPLES ADVANTAGE	InstMtls/Instrctn/DJAMS	126.67
315466	1	PC MALL GOV	SplsNonI/SupvAdmn/Dstrctwd	62.11

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PO No.	Fund	Vendor	Description	Amount
315467	1	PC MALL GOV	Serv&Op /Instrctn/Dstrctwd	1,452.30
315468	11	INTUIT	Serv&Op /Instrctn/Dstrctwd	495.65
315469	12	DAVID GRANT INC	Serv&Op /Sch Adm /Dstrctwd	992.86
315470	1	PASSARO, DR. PERRY DAVID	CnsltNon/PsychSer/Dstrctwd	5,000.00
315471	1	FRANKE, LAUREN	CnsltNon/Spch Aud/Dstrctwd	1,500.00
			CnsltNon/PsychSer/Dstrctwd	1,500.00
315472	1	BERKOWIZ, SUSAN	CnsltNon/Spch Aud/Dstrctwd	3,000.00
315473	1	NATIONAL SCHOOL PUBLIC RELATIO	SpplsNonI/Pub Info/Dstrctwd	62.32
315474	1	CURRICULUM PROJECT, THE	InstMtls/RSPInstr/NHMS	70.52
315475	1	DELL COMPUTER	InstMtls/Instrctn/Chaparal	133.44

377 Purchase Orders \$1,478,314.22

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MELLO ROOS

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
5152	87	CUSD-MELLO ROOS	Serv&Op /Fac Acq /Dstrctwd	54,592.92
	88		Serv&Op /Fac Acq /Dstrctwd	19,851.98
	89		Serv&Op /Fac Acq /Dstrctwd	54,592.94
	92		Serv&Op /Fac Acq /Dstrctwd	24,814.97
	93		Serv&Op /Fac Acq /Dstrctwd	12,407.49
	94		Serv&Op /Fac Acq /Dstrctwd	12,407.49
	98		Serv&Op /Fac Acq /Dstrctwd	54,592.93
	95		Serv&Op /Fac Acq /Dstrctwd	14,888.98
5153	98	GUIDA SURVEYING INC.	LndSrvey/Fac Acq /SJHHS	10,000.00
5154	87	D.R. MCNATTY & ASSOCIATES INC	Serv&Op /Fac Acq /CVHS	1,500.00
5155	87	D.R. MCNATTY & ASSOCIATES INC	Serv&Op /Fac Acq /FNMS	1,500.00
5156	93	US BANK NATIONAL ASSOCIATION	Serv&Op /Fac Acq /Dstrctwd	4,325.00

5 Purchase Orders \$265,474.70

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Warrant Number	Name of Payee	Reference Number	Amount
174031	AT&T	PO-310361	21.75
174032	CMRS-TMS	PO-315180	15,000.00
174033	MAILFINANCE	PO-310391	1,101.82
174034	MAYER-JOHNSON CO	PO-312999	179.90
		PO-313787	1,295.00
		PO-314299	399.00
174035	MCGRAW HILL COMPANIES	PO-313531	44.96
174036	MENTORING MINDS	PO-313402	131.88
		PO-313860	120.22
174037	MILLER MECHANICAL	PO-313529	2,548.00
174038	MOBILE COMM REPAIR INC	PO-314939	407.30
174039	MONTGOMERY HARDWARE COMPANY	PO-310200	2,950.00
174040	McKENDRY DOOR SALES & SERVICE	PO-310216	594.00
174041	NATIONAL PEN COMPANY	PO-314808	139.32
174042	OFFICE DEPOT	PO-314275	224.68
174043	ORANGE COUNTRY REGISTER	PO-314001	141.40
174044	ORANGE COUNTY PROBATION DEPT	PO-310688	700.00
174045	PC MALL GOV	PO-314571	51.38
174046	PLAY & PARK STRUCTURES	PO-313521	127.79
174047	PLAYPOWER LT FARMINGTON	PO-314471	172.55
		PO-314477	1,273.09
174048	PRO PHOTO CONNECTION INC	PO-315091	514.22
174049	PSYCHEMEDICS	PO-310411	276.70
174050	RENAISSANCE LEARNING	PO-314316	345.86
174051	SADDLEBACK GOLF CARS	PO-315084	121.06
174052	SCHOOL SPECIALTY	PO-313009	49.52
174053	SHARPAT SCAN KITS	PO-314140	903.83
174054	SIGNS BY CREATIONS UNLIMITED	PO-313619	5,521.65
174055	SMART & FINAL	PO-310140	41.55
		PO-310399	132.67
		PO-311912	63.05
		PO-311938	63.61
		PO-312725	28.68
		PO-313779	28.80
		PO-314207	213.81
174056	SOUTHERN CA BOILER INC	PO-310302	1,073.76
174057	SOUTHWEST SCHOOL SUPPLY	PO-313122	56.19
		PV-124334	3.33
174058	STORAGE CONTAINER.COM	PO-313680	198.00
174059	SUBSCRIPTION SERVICES OF	PO-314507	114.70
174060	SUNBURST DIGITAL INC	PO-313766	899.95
174061	SUPPLY LINE BUILDING MATERIALS	PO-310176	11.51
174062	TECH4LEARNING	PO-313419	1,456.00
		PO-313466	310.68
174063	TRIARCO ARTS & CRAFTS	PO-313406	57.90

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Warrant Number	Name of Payee	Reference Number	Amount
174064	TROXELL COMM INC	PO-314950	720.85
174065	US GAMES	PO-314628	4,399.52
174066	VISUAL AID SERVICES INC	PO-314166	2,577.03
		PO-314168	3,768.80
174067	WATERLINES TECHNOLOGIES INC	PO-310344	4,306.82
174068	WENGER CORPORATION	PO-312824	442.20
174069	OFFICE DEPOT	PO-310139	96.51
174070	SCHOOL HEALTH SUPPLY CO	PO-311679	274.08
174071	SMART & FINAL	PO-312274	117.16
174072	TRI-AD	PO-315150	2,131.50
174073	DISCOUNT OFFICE SERVICES	PO-310149	32.30
		PO-313663	507.17
		PO-313667	82.26
174074	LAKESHORE	PO-314943	186.19
174075	LAKESHORE LEARNING MATLS	PO-314914	251.39
174076	ANGELINI, MICHAEL	PV-124319	18.00
174077	CHOCHREK, MICHAEL	PV-124320	18.00
174078	DE ROO, CHRISTINA	PV-124321	7.00
174079	DUGAN-CARR, MADELINE	PV-124322	70.00
174080	EHRMAN, DYLAN	PV-124323	87.00
174081	GROSS, KATHERINE	PV-124325	14.00
174082	JORDAN, TAMARA	PV-124326	14.44
174083	PAUL, DILLON	PV-124329	77.00
174084	POLANCO, MARIA	PV-124330	12.00
174085	SMIT, MOLLY	PV-124331	60.00
174086	SMITH, LINDA	PV-124332	12.00
174087	LEE, MAYSEE	PV-124327	54.00
174088	MARTINEZ, ROBERT	PV-124328	59.00
174089	VERMEULEN, DONALD	PV-124333	23.98
174090	FULTON, TINA	PV-124324	1,172.39
174091	AMS.NET	-	
		PO-312888	2,962.75
		PO-312890	6,266.68
		PO-312893	5,126.86
		PO-312894	4,404.40
174092	AMS.NET	PO-312896	1,704.68
		PO-312897	3,569.20
		PO-312898	1,977.89
174093	BADEN SPORTS INC	PO-314932	194.65
174094	BEACH CITIES GLASS	PO-310572	110.35
174095	BEE MAN	PO-310294	388.00
174096	BEYOND PLAY	PO-314762	400.41
		PO-314912	113.32

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Warrant Number	Name of Payee	Reference Number	Amount
174097	CAMCOR INC	PO-314098	3,862.75
		PO-314185	1,931.37
		PO-314715	459.26
		PO-314772	226.39
		PO-314893	201.74
		PO-314988	148.91
174098	CDW GOVERNMENT	PO-310395	122.31
174099	COSTCO S.J.C.	PO-314242	73.13
		PO-314587	44,530.92
174100	DELL MARKETING L P	PO-314975	20.19
174101	DIGITAL NETWORKS GROUP	PO-314072	965.13
174102	GALE GROUP	PO-315124	50.00
174103	GANAHL LUMBER	PO-310334	12,500.96
174104	GOLDEN RULE BINDERY	PO-314499	2,526.01
		PO-314500	655.30
174105	IRON MOUNTAIN	PO-310801	329.93
174106	KITS FOR KIDZ	PO-314359	702.00
		PO-314559	243.00
174107	AMERICAN COUNCIL ON EDUCATION	PO-315073	577.00
174108	COMMUNITY ROOTS	PO-311308	37,168.00
174109	Capistrano Connections Academy	PO-312219	495,515.00
174110	DEPARTMENT OF JUSTICE	PO-314689	4,970.00
174111	DISCOVERY SCIENCE CENTER	PO-314991	1,995.00
174112	JFK TRANSPORTATION CO INC	PV-124336	3,650.00
174113	JOURNEY CHARTER SCHOOL	PO-312227	83,018.00
174114	OCEAN INSTITUTE	PO-315115	445.00
		PQ-315118	445.00
174115	OPPORTUNITY FOR LEARNING	PO-311334	53,804.00
174116	OXFORD ACADEMY	PO-311336	171,851.00
174117	ADAMS, CELESTE	PV-124335	956.83
174118	ADAMS, KARA	PV-124337	370.92
174119	BANH, JULIE/NAM	PV-124338	756.01
174120	BARNARD, ERIC & JENNIFER	PV-124339	207.24
174121	BATES, GILDA OR MARK	PV-124340	290.40
174122	BECERRIL, ARTURO OR BLANCA	PV-124341	75.68
174123	BELLOMO, PHILIP &/OR KATHY	PV-124342	292.60
174124	BERGMAN, TODD	PV-124343	144.72
174125	BERTOLA, ANGELO OR SANDRA	PV-124344	420.42
174126	BIRTCH, RANDY OR LAURA	PV-124345	250.87
174127	BLITZ, ROBERT	PV-124346	785.40
174128	BODO, JOHN & TERA	PV-124347	647.72
174129	BOGUSIEWICZ, STEVEN OR KELLY	PV-124348	213.84
174130	BOYD, VALERIE	PV-124349	151.49
174131	BOYER, DAVID OR MELISSA	PV-124350	190.62
174132	BROWN, BURTON OR PENELOPE	PV-124351	164.56

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Warrant Number	Name of Payee	Reference Number	Amount
174133	CANET, DONALD OR ERIN	PV-124352	740.64
174134	CONDIE, ERIC OR CHARLOTTE	PV-124353	310.73
174135	CROWELL, BRIDGETTE	PV-124354	671.52
174136	CUHADAROGLU, BELGIN	PV-124355	1,280.18
174137	DEVINE, KELLY	PV-124387	331.94
174138	DICK, CRAIG OR BILLIE	PV-124356	301.05
174139	DIXON, KEN OR SHAUNA	PV-124357	497.07
174140	DOMINGUEZ, SOPHIA	PV-124358	133.85
174141	DOUGHERTY, EDNA	PV-124359	396.86
174142	EASTMAN, STEPHEN OR TARA	PV-124360	590.78
174143	FOLZ, WILLIAM OR JESSICA	PV-124361	411.85
174144	GARCES, TERRY OR JOYCE	PV-124362	511.37
174145	GAU, MARY	PV-124363	119.79
174146	GEISERT, GARRETT OR LEAH	PV-124364	153.19
174147	GONZALES, CLINT OR DAWN	PV-124365	233.05
174148	GORDON, DEBRA L	PV-124366	300.54
174149	GRISHAM, MELINDA	PV-124367	183.92
174150	GUZMAN GARCIA, OMAR	PV-124368	151.47
174151	HAMBLIN, GARY OR RHONDA	PV-124369	1,213.96
174152	HAMEED, SHAWN	PV-124370	154.25
174153	HAWORTH, MARK OR JENNIFER	PV-124371	819.35
174154	HENRY, SAMANTHA	PV-124372	218.65
174155	HOEL, DAVID OR JILL	PV-124373	294.02
174156	HOGGATT, ROBERT/VERONICA	PV-124374	425.50
174157	HYLTON, CHRIS OR HERMINIA	PV-124375	205.42
174158	JAMES, JUSTIN & ARLEN	PV-124376	104.03
174159	JOCHAM, RICK OR SARA	PV-124377	143.11
174160	JOHNSON, EDWIN OR MELISS	PV-124378	786.73
174161	KARPUS, DAVID OR MARY	PV-124379	666.00
174162	KEENE, SEAN OR TIFFANY	PV-124380	121.02
		PV-124381	236.88
174163	LEVENDOSKI, RICHARD OR LEA	PV-124382	521.71
174164	LOUIE, DARRYL OR CATHERINE	PV-124383	613.84
174165	LUNA, THEODORE OR MANDY	PV-124384	175.83
		PV-124385	151.85
174166	PARSELL, JEFFREY OR KELLY	PV-124386	1,359.49
174167	ABOVE ALL NAMES CONSTRUCTION	PO-314984	1,435.00
		PO-314987	1,441.20
174168	BENS ASPHALT	PO-314060	3,595.00
174169	PACIFIC ROOFING SYSTEMS	PO-314077	2,184.00
		PO-314807	8,583.00
		PO-315119	2,943.00
174170	US BANK NATIONAL ASSOCIATION	PO-315078	770.00
		PO-315079	825.00
174171	CORVEL CORPORATION	PO-310023	232,012.92

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Warrant Number	Name of Payee	Reference Number	Amount
174172	CAPISTRANO UNIFIED SCHOOL DIST	PO-310247	71,060.47
174173	AON RISK SERVICES WEST INC	PO-313673	8,500.00
174175	ORANGE CTY DEPT EDUC	PO-315160	138.53
174176	SOUTHWEST SCHOOL SUPPLY	PO-310196	133.38
		PO-310198	36.64
		PO-310207	126.07
		PO-310212	0.69
		PO-310417	30.88-
		PO-310418	56.12
		PO-310429	97.08
		PO-310430	248.83
		PO-310436	7.00
		PO-311108	340.21
		PO-311546	247.11
		PO-311606	200.36
		PO-311664	20.98
		PO-311911	29.43
		PO-312450	278.00
		PO-313310	253.97
		PO-314051	643.26
		PO-314187	56.53-
		PO-314744	608.79
		PO-314781	1,514.88
		PO-314835	123.88
		PO-314892	135.04
174177	STAPLES ADVANTAGE	PO-310124	66.78
		PO-310146	109.81-
		PO-310543	62.71
		PO-310746	278.91
		PO-311588	140.54
		PO-311761	12.68
		PO-312277	130.31-
		PO-312544	54.30
		PO-312607	242.17
		PO-313506	552.03
		PO-314665	421.28
		PO-314854	505.20
		PO-315145	1,202.42
174178	UNITED RENTALS	PO-310171	2,051.58
174179	VERIZON WIRELESS	PO-311033	259.25
		PO-313823	150.10
		PO-313864	114.03

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Warrant Number	Name of Payee	Reference Number	Amount
174180	WAL MART COMMUNITY/GECRB	PO-310425	43.37
		PO-312606	3.26
		PO-313184	151.44
		PO-314120	294.84
174181	WAL MART COMMUNITY/GECRB	PO-311640	182.83
		PO-314206	1,043.83
174182	WESTERN GRAPHIX	PO-310169	347.40
174183	WAL MART COMMUNITY/GECRB	PO-311298	266.39
174184	WAL MART COMMUNITY/GECRB	PO-311295	328.20
174185	STAPLES ADVANTAGE	PO-310541	198.27
		PO-312478	404.89
174186	SOUTHWEST SCHOOL SUPPLY	PO-310202	73.68
		PO-311605	20.10
		PO-311606	76.47
		PO-311911	399.70
		PO-312114	18.55
		PO-313175	15.03
		PO-314905	243.84
174187	SPORTS FACILITIES GROUP INC	PO-310345	475.00
174188	VALIANT IMC	PO-313725	298.75
		PO-314250	75.60
174189	WATERLINES TECHNOLOGIES INC	PO-310344	339.87
174190	WEST COAST ARBORISTS INC.	PO-313318	240.76
		PO-315090	1,667.24
174191	ZEE MEDICAL	PO-310784	283.53
174192	FARIBORZ, SURUR FAZELI	PO-312272	381.92
174193	MALDONADO, RON OR JENNILYN	PV-124426	53.24
174194	MARTINEZ, ROBERT OR CHRISTINA	PV-124428	151.85
174195	MC EACHRAN, KYLE OR MELISSA	PV-124430	205.35
174196	MYERS, JEANEENE/RUSTY	PV-124432	221.45
174197	NGUYEN, CHIEN OR LINH	PV-124434	103.90
174198	PARSELL, JEFFREY OR KELLY	PV-124436	152.18
174199	PERCIAVALLE, DAVID OR ARLENE	PV-124438	187.01
174200	PETERSEN, DAVID OR LORIE	PV-124440	156.51
174201	PETHTEL, SCOTT OR MICHELLE	PV-124442	186.22
174202	PHAN, ANDRE	PV-124445	269.84
174203	REDING, CLARE & SHAD	PV-124447	201.86
174204	RETTBERG, HELEN	PV-124448	1,379.51
174205	REYNOLDS, SUSAN	PV-124451	151.85
174206	RODAS, PHILLIP AND CAROLYN	PV-124453	124.54
174207	ROLING, ROGER OR MIKAIL	PV-124455	705.64
174208	ROSENBERRY, DONALD OR KELLY	PV-124458	139.06
174209	ROTH, JAY &/OR KERI	PV-124459	250.55
174210	SADEK, SCOTT & MARY	PV-124462	649.76
174211	SHOOK, SIAN	PV-124463	281.72

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Warrant Number	Name of Payee	Reference Number	Amount
174212	STALEY, ANNA DAWN OR MATTHEW	PV-124464	95.90
174213	STEBENNE, STUART/LISA	PV-124465	285.72
174214	THOMAS, ED OR REBECCA	PV-124466	335.66
174215	TIERI, GERRY	PV-124469	222.61
174216	TRITZ, RICHARD &/OR JULIE	PV-124467	159.26
174217	WAREZAK, BRAD OR MICHELLE	PV-124468	760.93
174218	LAKESHORE	PO-314776	109.80
174219	ABUSAMRA, MOHAMED	PV-124419	87.00
174220	BERNICE AYER ASB	PV-124421	140.00
174221	BLAND, MITCHELL	PV-124444	77.00
174222	CAPISTRANO VALLEY HIGH SCHOOL	PV-124422	200.00
174223	CROSBY, MARC	PV-124423	87.00
174224	GORTON, PARKER	PV-124424	16.00
174225	GOSPER, SAMANTHA	PV-124425	15.00
174226	GOSSELIN, ERIC	PV-124427	183.24
174227	GUZMAN, DIANE	PV-124429	5.00
174228	HAHN, SHAYNA	PV-124439	15.00
174229	MACEDO, DAHLIA	PV-124433	18.00
174230	MCLAUGHLIN, GREGG	PV-124435	38.65
174231	MORRIS, HEIDE	PV-124437	77.00
174232	NATHAN, AHRAD	PV-124443	15.00
174233	O'REAR, TREVOR	PV-124441	15.00
174234	SCRRA	PV-124449	172.75
174235	THOMAS, CHRISTY	PV-124452	130.00
174236	VALENTIN, CHRISTIAN	PV-124454	20.00
174237	VARSCHOCHI, EMMA	PV-124456	16.00
174238	WEISSMANN, NICHOLAS	PV-124457	88.00
174239	ABELSON, SOURAYA	PV-124418	78.00
174240	HOCHGESANG, BARBARA	PV-124431	18.31
174241	KARIM, WIDA	PV-124420	102.00
174242	SMALL, KELLY	PV-124450	99.00
174243	RAZAK, MARIAM	PV-124446	204.00
174244	ADAMSON, CORAL	PV-124389	86.58
174245	BIRKINSHAW, SANDY	PV-124390	49.95
174246	CARDIN, PATTI	PV-124391	190.37
174247	CARLISLE, TERESA	PV-124392	106.10
174248	CAUDILL, AMANDA	PV-124393	93.80
174249	COPPAGE, CARRI	PV-124394	123.21
174250	FRIEDLANDER, DOROTHY	PV-124396	345.77
174251	HAUN, BARBARA	PV-124397	158.18
174252	HIGHTOWER, SHERLIN	PV-124395	37.19
174253	JERZ, SARAH	PV-124398	196.47
174254	KLISTER, PAMELA	PV-124399	84.36
174255	KOPELSON, KATHLEEN	PV-124400	397.38
174256	LAIDLEY, JOANIE	PV-124401	259.74

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Warrant Number	Name of Payee	Reference Number	Amount
174257	MEYER, JACQUELINE	PV-124402	112.11
174258	MILLER, MARIE T.	PV-124403	108.23
		PV-124404	306.92
174259	MITCHELL, KAREN P	PV-124405	231.99
174260	MORAND, CARA	PV-124406	213.68
174261	PANNING LA BATE	PV-124407	84.36
174262	SCHOOLER, DEBORAH	PV-124408	288.05
174263	SMITH, ANNE	PV-124409	268.07
174264	SOLTIS, PAMELA	PV-124410	288.05
174265	TALILI, MAILUMAI	PV-124411	298.04
174266	TAYLOR, JULIE	PV-124415	28.86
174267	TUNULI, JESSICA	PV-124413	143.19
174268	VARELA, AMANDA	PV-124414	119.33
174269	WEIS-DAUGHERTY, DENISE	PV-124416	197.58
174270	WIEDEMAN, LORI	PV-124417	57.17
174271	1ST JON	PO-310283	308.15
174272	AARDVARK CLAY	PO-315123	342.54
174273	ABATEC INC	PO-311164	9,315.00
174274	AG BELL ASSN FOR THE DEAF	PO-314510	64.95
174275	AMS.NET	PO-312888	1,650.00
174276	APPLE COMPUTER INC	PO-314067	3,331.14
		PO-314389	695.94
		PO-314392	695.94
		PO-314393	695.94
		PO-314395	695.94
		PO-314399	695.94
		PO-314870	19,276.94
		PO-314872	18,405.09
		PO-314952	1,514.05
		PO-314953	1,083.05
		PO-314954	715.94
174277	BIOMETRICS4ALL INC	PO-310470	24.00
174278	CAPISTRANO GOLF CARS	PO-310323	920.65
174279	CINTAS CORP	PO-315018	674.07
174280	DELL MARKETING L P	PO-314795	1,666.42
		PO-314796	1,732.37
		PO-314956	1,252.48
		PO-314957	29,834.45
		PO-314958	28,423.04
		PO-314959	1,248.49
		PO-315000	493.07
		PO-315001	1,043.12
174281	DENAULT'S HARDWARE	PO-313772	332.35
174282	DENAULT'S HARDWARE	PO-310223	33.30
174283	DEWEYS HOME APPLIANCES	PO-314456	3,487.87

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Warrant Number	Name of Payee	Reference Number	Amount
174284	DUNN-EDWARDS CORP	PO-310333	262.32
174285	EVERYTHING MEDICAL	PO-314917	456.00
174286	FEDERAL EXPRESS CORP	PO-310134	860.51
		PO-315181	1,445.94
174287	GLEN PRODUCTS	PO-310335	313.27
174288	GOPHER ATHLETIC/SPORTS	PO-315069	683.05
174289	IMAGE 2000	PO-310338	170.00
		PO-314422	487.58
		PO-314974	777.86
		PO-315068	777.87
		PO-315103	413.20
174290	JIM'S MUSIC CENTER	PO-314186	200.50
174291	LAWNMOVERS ETC	PO-310327	2,562.52
174292	W W GRAINGER INC	-	
		PO-310166	1,915.29
		PO-312921	6,781.87
		PO-314063	16,797.38
174293	W W GRAINGER INC	PO-314063	4,710.40
174294	BARBER & GONZALES CONSULTING	PO-313912	2,760.53
174295	BESTGEN, MARY	PO-313265	880.00
174296	BREAKTHROUGH COACH	PO-313830	595.00
174297	CAMPCO	PO-311366	10,302.00
174298	GARCIA, IRMA	PO-310939	3,000.00
		PO-313095	1,050.00
174299	KRANTZ, TRICIA ELIZABETH	PO-310940	720.00
		PO-313094	1,918.20
174300	MARSDEN, CLAIRE	PV-124471	406.28
174301	TIWAHE TECHNOLOGY LLC	PO-313931	5,000.00
174302	MORA, MAURICIO	PV-124473	4,756.00
174303	YOUNG REMBRANDTS	PV-124472	15,274.05
174304	GARCIA, IRMA	PO-311039	480.00
174305	MOORE'S SEWING MACHINE	PO-310164	149.85
174306	ONE STOP BINDERY	PO-315183	1,250.00
174307	OVER NIGHT NUMBERING	PO-310125	119.50
174308	PAC TYPEWRITER & COMM	PO-310193	1,245.00
174309	PRUDENTIAL OVERALL SUP	PO-310117	65.72
174310	SCHOLASTIC LIBRARY PUBLISHING	PO-313942	106.00
174311	SO COAST AIR QULTY MGMT	PO-310557	1,174.46
174312	SOUTH COAST ANSWERING SERVICE	PO-310178	139.27
174313	SOUTHERN CA BOILER INC	PO-312230	3,000.00

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Warrant Number	Name of Payee	Reference Number	Amount
174314	SOUTHWEST SCHOOL SUPPLY	PO-310201	550.40
		PO-310202	512.51
		PO-310204	355.95
		PO-310207	369.05
		PO-310209	6.43
		PO-310210	72.14
		PO-310211	64.10
		PO-310212	146.55
		PO-310401	135.97
		PO-310418	1,147.56
		PO-310429	146.73
		PO-310431	599.35
		PO-310434	28.61
		PO-310435	85.82
		PO-310436	300.84
		PO-311090	214.41
		PO-311108	185.70
		PO-311587	180.27
		PO-311606	166.62
		PO-311637	212.42
		PO-311664	45.87-
		PO-311889	3.88
		PO-311911	132.45
		PO-312134	206.49
		PO-312477	57.84
		PO-313665	223.27
		PO-314051	4.27
		PO-314931	94.15
174315	SPICERS PAPER CO	PO-314490	6,217.12
174316	THYSSENKRUPP ELEVATOR CORP	PO-314545	451.50
174317	TRIPLE "A" COMM & PUMPING	PO-313684	350.00
174318	ULTIMATE OFFICE	PO-312441	218.01
174319	UNITED RENTALS	PO-310171	32.86
174320	US GAMES	PO-314411	380.35
		PO-314413	1,114.35
		PO-314799	357.06
174321	VISTA HIGHER LEARNING	PO-313884	2,324.68
174322	WARDS NATURAL SCIENCE	PO-313225	73.91
		PO-313594	156.82
		PO-313984	288.45
		PO-314297	42.93
		PO-314409	1,612.16
		PO-314674	77.25
174323	WATERLINES TECHNOLOGIES INC	PO-310344	2,840.35
174324	WAXIE	PO-310363	4,104.02

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Warrant Number	Name of Payee	Reference Number	Amount
174325	WESTERN PUMP	PO-311206	502.50
174326	WILLIAM V. MACGILL & CO.	PO-314419	30.95
174327	WORLD RESEARCH CO	PO-313722	1,749.00
174328	BOWIE ARNESON WILES &	PO-311187	246.00
		PO-314989	6,285.00
174329	CITY OF SAN JUAN CAPISTRANO	PO-310360	4,177.35
174330	COASTAL BLUE	PO-311371	35.93
174331	MOULTON NIGUEL WATER	PO-310358	10,412.42
174332	ORANGE CTY DEPT EDUC	PO-311189	3,525.74
174333	SAN DIEGO GAS & ELECTRIC	PO-310354	104,002.52
174334	SANTA MARGARITA WATER	PO-310357	6,325.21
174335	SO CAL GAS CO	PO-310352	17,374.91
174336	SO COAST WATER DIST	PO-310355	7,403.69
174337	SOUTHERN CALIFORNIA EDISON	PO-310353	52,909.21
174338	OFFICE DEPOT	PO-312466	283.65
		PO-314275	102.06
174339	ORANGE COUNTRY REGISTER	PO-315191	141.40
174340	PEPPER-LOS ANGELES, J W	PO-314832	40.95
174341	SIMPLEX GRINNELL LP	PO-310708	984.39
174342	SMARDAN SUPPLY COMPANY	PO-310348	525.93

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Warrant Number	Name of Payee	Reference Number	Amount
174343	SOUTHWEST SCHOOL SUPPLY	PO-310183	51.06
		PO-310196	282.31
		PO-310202	41.77
		PO-310203	283.10
		PO-310205	27.77
		PO-310206	72.48
		PO-310209	3.02
		PO-310210	44.57
		PO-310211	156.32
		PO-310212	126.08
		PO-310213	209.57
		PO-310404	75.21
		PO-310405	410.40
		PO-310418	213.88
		PO-310429	24.98
		PO-310431	108.73
		PO-311546	23.68
		PO-311549	96.05
		PO-311587	840.15
		PO-311606	396.51
		PO-311645	90.51
		PO-311658	978.63
		PO-311664	107.27
		PO-311683	273.01
		PO-311889	60.35
		PO-311911	236.30
		PO-312690	235.23
		PO-312732	15.17
		PO-312782	206.88
		PO-312816	19.88
		PO-312884	172.40
		PO-313310	150.83
174344	STERICYCLE INC	PO-311045	251.18
174345	THINKING MAPS INC	PO-313550	50.64
		PO-314353	2,569.84
		PO-314454	1,170.72
174346	ULINE	PO-310172	1,124.04
174347	UNISOURCE CORP	PO-311922	1,135.00
174348	VICTORY PADDLE/SCHOOL PASSES	PO-314415	104.95
174349	WARDS NATURAL SCIENCE	PO-310790	143.75
		PO-314604	1,867.74
174350	ZUMAR INDUSTRIES INC	PO-314466	278.41
174351	OFFICE DEPOT	PO-310137	176.31
		PO-315210	36.99
174352	TUTTLE CLICK FORD LINCOLN	PO-314998	2,915.33

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Warrant Number	Name of Payee	Reference Number	Amount
174353	DISCOUNT OFFICE SERVICES	PO-310149	63.54
		PO-313663	188.51
		PO-313900	166.86
174354	BARNARD, ERIC & JENNIFER	PV-124492	17.00
174355	BRENTLINGER, JODEE	PV-124493	124.37
174356	PASKOWITZ, NOAH	PV-124495	15.00
174357	NASH, BRENDA	PV-124494	20.00
174358	AFROUZEH, GOLY	PV-124496	48.29
174359	ANTONIUS, LYNDIA	PV-124497	46.62
174360	BARRETT, JANET S	PV-124498	49.40
174361	BENE, CHERI	PV-124499	133.76
174362	BLINN, JAMES F	PV-124500	77.15
174363	BUCKMAN, ANDREA	PV-124503	54.95
174364	BYRON, MEREDITH	PV-124504	62.16
174365	CASPERSON, KATHRYN	PV-124505	25.53
174366	CLARK, TIFFANY	PV-124506	16.10
174367	COLLINGS, JANICE	PV-124507	87.14
174368	CUNNINGHAM, CHADWICK	PV-124509	127.65
174369	DAGLEY, JEANA	PV-124508	167.06
174370	EATON, ANDREA	PV-124510	69.93
174371	EDEN, CRIS	PV-124511	29.97
174372	GAMMELL, MARK	PV-124512	22.20
174373	GONG, PHOEBE	PV-124513	226.44
174374	HALL, SHEILA	PV-124514	268.07
174375	HALL, SHELLEY A.	PV-124515	73.26
174376	HOOPER, GWYNETH	PV-124516	22.76
174377	HWANG, POLLY	PV-124517	13.32
174378	JENKINS, ERIN	PV-124518	6.66
174379	KAPLAN, PAUL M	PV-124519	57.17
174380	KARL-DIXON, SUSAN	PV-124520	44.40
174381	KELLMAN, KATHLEEN	PV-124521	189.81
174382	KROGMAN, DEBRAH	PV-124522	37.19
174383	LEWIS, ANN	PV-124523	2.22
174384	LUDLOW, JACK	PV-124524	13.32
174385	MAGWOOD, DONNA KATHERINE	PV-124525	48.84
174386	MCKINNEY, MATTHEW R.	PV-124526	53.28
174387	MORRIS, LINDSEY	PV-124527	89.36
174388	NESTOR, GREGORY	PV-124528	97.68
174389	BROCKMAN, CARY	PV-124502	209.24
174390	ALISO VIEJO AUTO SERVICE	PV-124529	6,936.52
174391	APPERSON	PO-315207	84.08
174392	APPLE COMPUTER INC	PO-314945	15,138.47
174393	APPLIED PRACTICE LTD	PO-314830	167.83
174394	BAVCO	PO-310304	6,348.79
		PO-315348	816.59

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Warrant Number	Name of Payee	Reference Number	Amount
174395	BEACH CITIES GLASS	PO-310572	98.35
174396	BEN'S MUSIC	PV-124539	250.00
174397	CARD INTEGRATORS	PO-314927	454.89
174398	CINTAS CORP	PO-315018	608.62
174399	DELL MARKETING L P	PO-315002	12,773.28
		PO-315102	785.61
174400	DICK'S SPORTING GOODS	PO-313114	1,831.54
174401	DOHENY BUILDERS SUPPLY	PO-310308	60.56
174402	DUNN-EDWARDS CORP	PO-310333	1,561.40
174403	EDUC WEEK	PO-314055	39.00
174404	ELLISON EDUC EQUIP	PO-315060	107.49
174405	EVERYTHING MEDICAL	PO-315186	680.00
174406	HANDWRITING W/O TEARS	PO-314309	1,290.54
174407	HIRSCH PIPE & SUPPLY	PO-310336	561.16
174408	IMAGE 2000	PO-310338	85.00
		PO-315070	307.09
174409	JIM'S MUSIC CENTER	PO-313855	17.15
		PO-314186	190.85
174410	KELLY PAPER COMPANY	PO-310113	2,462.19
174411	LINGUI SYSTEMS INC	PO-314750	49.95
		PO-315061	359.80
174412	IRON MOUNTAIN	PO-310026	181.68
174413	PACIFIC ROOFING SYSTEMS	PO-315114	5,674.05
174414	SPRINT/NEXTEL COMMUNICATIONS	PV-109153	3,834.63
174415	STATE BD EQUALIZATION	PV-124501	2,259.00
174416	UNION BANK OF CALIFORNIA	PO-311924	12,930.34
174417	CAPISTRANO UNIFIED SCHOOL DIST	PO-310247	79,809.82
174418	CONNECTICUT GEN LIFE INS CO	PO-310011	14,804.28
174419	CONNECTICUT GENERAL LIFE	PO-310010	35,632.64
174420	UNUM LIFE INSURANCE	PO-310009	9,138.24
174421	CORVEL CORPORATION	PO-310025	10,817.54
174422	ACE TUTORING	PO-313334	3,012.50
174423	ACTION LEARNING SYSTEMS INC	PO-312416	1,599.00
		PO-313011	2,000.00
174424	ART MASTERS INC	PO-312923	1,723.00
174425	ATKINSON ANDELSON LOYA	PO-311283	53,412.92
		PO-311638	7,541.98
174426	BEYOND TECHNOLOGY	PO-315066	2,998.00
		PO-315153	6,000.00
174427	BRAINFUSE INC	PO-315193	3,000.00
174428	COUNTY OF ORANGE	PO-314678	59,410.04
174429	DANNIS WOLIVER KELLEY	PO-311192	517.44
		PO-311691	22,535.84
174430	DICKMANN, PATTI	PO-315004	31.21
174431	EDUCATIONAL ADVANTAGE LLC	PO-313330	825.00

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Warrant Number	Name of Payee	Reference Number	Amount
174432	FOLEY, COLLEEN	PO-315021	125.76
174433	GABRIEL, LISA	PO-315005	6,146.83
174434	HARTMAN, ERIC	PO-315017	125.76
174435	LESTER, JENNIFER	PO-315022	36.64
174436	MILANINO, GRACIELA	PO-315008	75.00
174437	PROFESSIONAL TUTORS OF AMERICA	PO-311021	1,430.00
		PO-313338	6,953.00
174438	SCHELL, JAMIE	PO-315013	1,194.41
174439	SYLVAN LEARNING CTR OF LAGUNA	PO-314560	1,081.24
174440	TEACH N TUTOR INC	PO-313336	813.74
174441	VAVRINEK TRINE DAY & CO LLP	PO-310701	8,000.00
		PO-314572	1,744.67
174442	YMCA OF ORANGE COUNTY	PO-311668	10,191.03
174443	ALC ENTERPRISES LLC	PV-124536	4,087.80
174444	COLLINS, TERRY	PV-124533	145.60
174445	EVERETT, MELINDA	PV-124535	1,161.30
174446	H2O SPOT	PV-124531	2,548.35
174447	KOPENHEFER, MELISSA	PV-124538	1,598.40
174448	SC BASEBALL	PV-124532	2,244.80
174449	AMERICAN LOGISTICS COMPANY LLC	PO-311532	9,290.00
174450	ORANGE COUNTY DEPT OF EDUCATIO	PO-312020	39,368.00
174451	OPPORTUNITY FOR LEARNING	PV-124530	22,509.50
174452	MOORE'S SEWING MACHINE	PO-310164	105.89
174453	NASCO WEST	PO-313657	173.76
174454	ORANGE CTY TANK TESTING	PO-310579	1,607.32
		PO-314857	2,331.60
174455	PEPPER-LOS ANGELES, J W	PO-311330	59.27
174456	S O S SURVIVAL PRODUCTS	PO-314029	76.63
174457	S&S WORLDWIDE INC	PO-314426	257.75
174458	SARGENT-WELCH/VWR SCIENT	PO-313951	1,390.30
		PO-314645	142.93
174459	SCHOOL NURSE	PO-314101	38.26
174460	SCHOOL SERVICES OF CALIF	PO-313927	650.00
		PO-314305	68.57
174461	SCHOOL SPECIALTY	PO-314235	230.87
174462	SCHOOL SPECIALTY	PO-313677	22.89
		PO-314484	193.53
		PO-314508	101.58
		PO-314883	7.32
174463	SCIENCE KIT & BOREAL LAB	PO-310769	297.39
		PO-313674	108.61
		PO-313940	85.92
		PO-313941	177.08
174464	SCOTT FORESMAN	PO-312588	1,331.68

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Warrant Number	Name of Payee	Reference Number	Amount
174465	SEARCH INSTITUTE	PO-310699	91.75
		PO-311404	60.65
174466	SEHI COMPUTER	PO-313557	120.68
		PO-314146	670.08
		PO-314381	1,675.19
		PO-314382	508.56
		PO-314465	670.08
		PO-314489	1,005.11
		PO-314713	2,010.23
		PO-314922	508.56
		PO-314938	341.04
174467	SHIFFLER EQPT SALES INC	PO-313634	260.81
174468	SNAP-ON TOOLS INDUSTRIAL	PO-313581	5,463.70
174469	SO OREGON EDUCATION SERVICE	PO-313654	160.00
174470	SOCIAL STUDIES SCH SERV	PO-313861	147.78
		PO-313877	578.48
174471	SOUTH COAST FAMILY MEDI CENTER	PO-310467	785.00
		PO-310783	210.00
174472	SOUTHLAND INSTRUMENTS	PO-314667	1,065.44
174473	SOUTHWEST SCHOOL SUPPLY	PO-311864	516.04
174474	SPARTAN TOOL DIVISION	PO-314530	144.90
174475	SPICERS PAPER CO	PO-314490	4,616.28
		PO-314495	3,356.41
174476	STAPLES ADVANTAGE	PO-314665	188.20
		PO-314854	971.88
174477	STARFALL EDUCATION	PO-313801	270.00
174478	SUMMIT LEARNING	PO-314354	91.26
174479	SUMMIT SUPPLY CORP	PO-312045	414.00
174480	SUPER DUPER INC.	PO-314485	91.82
		PO-314882	113.97
		PO-314913	354.74
		PO-315040	29.95
		PO-315055	268.66
		PO-315063	279.80
174481	THYSSENKRUPP ELEVATOR CORP	PO-314545	1,126.55
		PO-315267	2,836.45
174482	WESTERN GRAPHIX	PO-310169	175.00
174483	WOLTERS KLUWER LAW & BUSINESS	PO-315382	90.64
174484	PEARSON ASSESSMENTS	PO-314519	84.94
174485	PEARSON SCHOOL	PO-313753	7.67
174486	SOFTERWARE INC	PO-314736	360.00
174487	SAN DIEGO GAS & ELECTRIC	PO-310354	115,736.96
174488	SANTA MARGARITA WATER	PO-310357	1,658.05
174489	SO CAL GAS CO	PO-310352	14,322.30
174490	SOUTHERN CALIFORNIA EDISON	PO-310353	13,545.47

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Warrant Number	Name of Payee	Reference Number	Amount
174491	DISCOUNT OFFICE SERVICES	PO-313948	159.57
174492	LAKESHORE LEARNING MATLS	PO-315044	26.50
		PO-315092	114.98
		PO-315110	149.09
174493	DEATON, KOAN	PV-124549	60.00
174494	DIRDEN, KEVIN	PV-124550	20.00
174495	GOSSELIN, ERIC	PV-124551	40.08
174496	KRAUSE, MATTHEW	PV-124552	49.97
174497	ACHIEVEMENT PRODUCTS	PO-315045	119.96
174498	AQUATIC TECHNOLOGIES	PO-314818	5,400.00
174499	ARBOR SCIENTIFIC	PO-314855	102.05
174500	ATTAINMENT COMPANY	PO-315050	95.51
174501	B & H PHOTOGRAPHY	PO-314890	1,899.44
174502	BADEN SPORTS INC	PO-314932	58.00
		PO-315189	65.78
174503	BEE MAN	PO-310294	414.00
174504	BEYOND PLAY	PO-315041	35.19
174505	BRODHEAD GARRETT/ FREY	PO-314281	377.81
174506	CDW GOVERNMENT	PO-310395	70.89
		PO-315100	217.05
174507	CLARK SECURITY PRODUCTS	PO-314804	5,354.66
174508	COAST RECREATION	PO-314003	204.84
174509	COMPVIEW	PO-314712	1,261.92
174510	DICK BLICK WEST	PO-312141	180.20
174511	EDUCATIONAL TESTING SERVICE	PO-314293	100.00
174512	ENABLING DEVICES	PO-314663	446.85
174513	FOLLETT EDUCATIONAL SVC	PO-314563	2,014.30
		PO-314662	971.11
174514	FOLLETT LIBRARY RESOURCES	PO-314760	2,641.30
174515	GANAHL LUMBER	PO-310334	217.19
		PO-314862	1,864.08
174516	IPC USA	PO-310585	58,757.46
		PO-310586	33,831.54
174517	JONES SCHOOL SUPPLY CO INC	PO-315125	180.29
174518	JOSTENS	PO-314858	1,198.28
174519	LASERED PICS	PO-315173	38.85
174520	CALIFORNIA DEPT. OF EDUCATION	PO-315334	860.00
174521	EDUCATIONAL TESTING SERVICE	PO-315336	1,474.00
174522	EXECUTIVE ENVIRONMENTAL SVCS	PO-315287	782.60
174523	ABOVE ALL NAMES CONSTRUCTION	PO-314202	426.80
174524	O'CONNOR, BRENDAN & JACQUELINE	PV-124580	629.42
174525	TANDUS FLOORING INC.	PO-310343	1,433.41
174526	CHETWOOD, SHERRY	PV-124553	88.80
174527	CROSS, MINDY	PV-124554	203.69
174528	ELKINS, KAREN	PV-124555	208.13

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Warrant Number	Name of Payee	Reference Number	Amount
174529	EXWORTHY, MARK	PV-124556	250.86
174530	HIRCHAG, REBECCA S	PV-124572	55.51
174531	HWANG, POLLY	PV-124557	6.66
174532	LACHEMANN, DINA	PV-124558	144.30
174533	LONE, JENNIFER	PV-124559	88.80
174534	METTERT, LISA M	PV-124560	107.12
174535	NORRIS, MAUREEN	PV-124561	199.25
174536	NOYES, CAROLYN	PV-124562	71.04
174537	PAGEL, VELDA	PV-124563	11.10
174538	PEREZ, RICHARD	PV-124564	109.89
174539	PERSONS, JEFFREY	PV-124565	152.63
174540	RIEGERT, KAREN	PV-124567	132.65
174541	ROCHE, ANN	PV-124568	193.14
174542	SAUER, PATRICIA J	PV-124569	48.84
174543	SELIKSON, DEBBIE	PV-124570	6.66
174544	SHAH, RANA	PV-124571	39.96
174545	SHUMATE, DAGMAR	PV-124574	345.77
174546	SIELING, TARA	PV-124575	87.14
174547	STOFFEL, DAVID E	PV-124576	69.93
174548	TAYNE, JULIE	PV-124577	149.85
174549	THORNBURG, QUIN	PV-124578	123.21
174550	UMINSKY, ALMA	PV-124579	79.92
174551	WEINSTEIN, DAVID H	PV-124581	19.98
174552	WHITE, BRANDI	PV-124586	46.62
174553	WORKMAN, KEN	PV-124582	205.91
174554	WYNNE, LAUREN	PV-124583	152.07
174555	YOUNGERMAN, PAUL	PV-124585	89.91
174556	YSLAS, BOBBIE SUE	PV-124584	22.76
174557	ROSS, KIRSTEN	PV-124566	78.81
174558	OCEAN INSTITUTE	PO-313831	1,125.00
		PO-313832	1,125.00
		PO-313834	1,125.00
174559	ORANGE COUNTY DEPT OF EDUCATIO	PO-312987	713.00
174560	VOIT REAL ESTATE SERVICES	PO-315317	61,784.29
174561	AUTISM BEHAVIOR CONSULTANTS	PO-311062	7,291.00
174562	AUTISM SPECTRUM THERAPIES	PO-314189	5,984.35
174563	BERRY, SCOTT AND/OR JAIME	PO-312966	1,225.55
174564	BLOCK, MARIE K	PO-314113	3,300.00
174565	CENTER FOR AUTISM &	PO-311557	1,412.14
		PO-311947	1,763.26
174566	EDUCATIONAL BASED SERVICES	PO-313930	7,392.78
174567	GOODWILL INDUSTRIES	PO-314738	1,965.00
174568	HERITAGE CENTER	PO-315166	618.20
174569	KIDS INSTITUTE FOR DEVELOPMENT	PO-312431	6,555.00
174570	LEISURE CARE NURSES REGISTRY	PO-314190	3,420.00

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Warrant Number	Name of Payee	Reference Number	Amount
174571	LOYER, LAW OFFICES OF KATHLEEN	PO-315136	1,000.00
174572	MARDAN CENTER OF ED	PO-310053	2,064.00
174573	MC ILVAIN, PATRICK & STEPHANIE	PO-311082	667.80
174574	MCCOY, MICHAEL AND PAM	PO-311005	3,600.00
174575	OAK GROVE INSTITUTE	PO-312222	2,854.94
		PO-312967	2,206.09
		PO-312976	2,854.94
		PO-314191	2,854.94
		PO-314325	2,854.94
174576	OCEANVIEW SCHOOL	PO-310063	3,148.00
		PO-310066	2,784.00
		PO-310068	2,792.00
		PO-310082	3,752.00
		PO-310271	3,752.00
		PO-310272	2,128.00
		PO-310613	3,180.00
		PO-312433	2,544.00
		PO-313049	3,392.00
		PO-314324	3,752.00
		PO-314327	480.00
		PO-315157	1,908.00
		PO-315158	2,028.00
		PO-315169	2,148.00
174577	ORANGE COUNTY THERAPY SERVICE	PO-310692	10,160.00
174578	ORANGE CTY DEPT EDUC	PO-311398	346,264.50
174579	ORANGE CTY TESTING SERV	PO-310768	50.00
174580	PRESLEY, EDWARD AND/OR DONNA	PO-313987	1,720.00
174581	PYRAMID AUTISM CENTER	PO-310052	3,150.00
174582	RAINBOW CONNECTION	PO-311902	618.00
174583	RAINS, SANDY AND MAYNARD	PO-311084	677.62
174584	WINGARD, RICHARD AND LORENA	PO-312035	1,500.00
174585	BESTGEN, MARY	PO-313265	1,173.33
174586	DUNLAP, JAMES	PO-315128	771.38
174587	HARBOTTLE LAW GROUP	PO-311692	4,668.00
174588	HENJUM, MIKE	PO-315007	2,421.26
174589	KRANTZ, TRICIA ELIZABETH	PO-310940	1,680.00
		PO-311227	240.00
174590	BRAIN BUILDERS EDUC PROGRAMS	PV-124589	16,569.00
174591	CAMPCO	PV-124595	3,267.43
174592	DOUGHERTY, PAULA	PV-124592	773.50
174593	GORMAN, RON	PV-124591	616.00
174594	H2O SPOT	PV-124596	1,910.58
174595	LJOKA, QUINN A	PV-124594	632.00
174596	SAFFORD, MARGARET E	PV-124598	3,258.50
174597	SUPER READERS	PV-124593	756.00

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Warrant Number	Name of Payee	Reference Number	Amount
174598	THIFFAULT, RONDA LEE	PV-124590	2,278.50
174599	VEERA, SHANE	PV-124588	3,785.60
174600	WALTON, MARINA	PV-124597	2,318.40
174601	STEIN, CHRISTINE E	PO-311319	3,360.00
174602	US BANK CORP PAYMENT SYSTEM	-	
		CM-120116	15.00-
		CM-120117	40.49-
		PV-124573	2,576.44
		PV-124587	2,488.09
174603	US BANK CORP PAYMENT SYSTEM	-	
		PV-124587	2,609.47
		PV-124600	7,646.78
174604	US BANK CORP PAYMENT SYSTEM	PV-124600	779.77
174605	US BANK CORP PAYMENT SYSTEM	PV-124600	844.61
174606	ADAMS, KARA	PV-124602	205.86
174607	BATES, GILDA OR MARK	PV-124603	146.52
174608	BAUER, ADAM OR GINA	PV-124604	187.01
174609	BECERRIL, ARTURO OR BLANCA	PV-124605	72.55
174610	BERGMAN, TODD	PV-124607	92.93
174611	BIRTCH, RANDY OR LAURA	PV-124608	192.87
174612	BOYD, VALERIE	PV-124609	132.02
174613	BRESSLER, ERIC & KATHY	PV-124610	696.07
174614	BROWN, BURTON OR PENELOPE	PV-124611	128.32
174615	DICK, CRAIG OR BILLIE	PV-124612	262.36
174616	GAU, MARY	PV-124613	87.91
174618	GUZMAN GARCIA, OMAR	PV-124615	161.84
174619	HENRY, SAMANTHA	PV-124616	156.18
174620	KEENE, SEAN OR TIFFANY	PV-124621	99.97
174621	LIDDLE, DREW & LESLIE	PV-124622	223.39
174622	LOHRMAN, DANIELLE	PV-124614	287.04
174623	LOUIE, DARRYL OR CATHERINE	PV-124623	263.07
174624	MACNAMARA, DAN OR ALICIA	PV-124624	143.20
		PV-124625	278.87
174625	O'CONNOR, BRENDAN & JACQUELINE	PV-124627	1,121.14
174626	PARSELL, JEFFREY OR KELLY	PV-124628	101.45
174627	RICHMOND, HEIDI	PV-124629	171.83
174628	RODAS, PHILLIP AND CAROLYN	PV-124630	96.24
174629	TOCA, CAROL A OR CHARLES	PV-124631	625.69
174630	TRITZ, RICHARD &/OR JULIE	PV-124632	103.05
174631	UNGOS, JAY AND MARIE	PV-124633	274.26
174632	VAN EKELENBURG, DEL OR NOOSHIN	PV-124634	247.29
174633	VARTANIAN, STEVE OR BARBARA	PV-124635	522.42
174634	VO, TRUC OR KELLY	PV-124636	184.82
174635	CITY OF SAN CLEMENTE	PO-310359	17,991.39
174636	CITY OF SAN JUAN CAPISTRANO	PO-310360	2,400.67

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Warrant Number	Name of Payee	Reference Number	Amount
174637	COUNTY OF ORANGE-WASTE MNGT	PO-310351	843.28
174638	DAVID TAUSSIG ASSOC INC	PO-312543	134.37
174639	SAN DIEGO GAS & ELECTRIC	PO-310354	72,737.74
174640	SANTA MARGARITA WATER	PO-310357	788.45
174641	SO COAST WATER DIST	PO-310355	5,459.50
174642	SOUTHERN CALIFORNIA EDISON	PO-310353	23,750.25
174643	COMMERCIAL FENCE & IRON WORKS	PO-314792	1,574.00
174644	CONSOLIDATED ELECT DISTR	PO-315408	4,726.08
174645	EMPLOYMENT DEVELOPMENT DEPT	PO-313089	3,911.17
174646	PACIFIC MOBILE HOME CONS	PO-314810	7,875.00
		PO-314811	5,128.50
174647	CAPISTRANO UNIFIED SCHOOL DIST	CM-120118	1.59-
		PO-310247	85,086.30
174648	1ST JON	PO-310283	229.02
		PO-315422	563.05
174649	AARDVARK CLAY	PO-312414	2,945.92
		PO-313408	260.65
174650	APPLE COMPUTER INC	PO-315299	446.09
174651	ASSOCIATION OF CALIFORNIA	PO-310469	780.00
174652	BARRETT-ROBINSON INC	PO-310330	651.00
174653	BEACH CITIES GLASS	PO-310572	169.62
174654	BEST PRICED PRODUCTS INC	PO-315121	35.96
174655	BJ BINDERY	PO-312305	357.00
174656	BOONE BRIDGE BOOKS	PO-315062	1,746.67
174657	CAESAR'S APPLIANCE	PO-310218	169.31
174658	CDW GOVERNMENT	PO-310395	220.33
174659	CHILDSWORK/CHILDSPLAY	PO-315176	131.80
174660	COSTCO S.J.C.	PO-314831	186.66
174661	CURRICULUM ASSOCIATES	PO-314352	355.22
174662	DELL MARKETING L P	PO-315104	8,504.62
174663	DEWEYS HOME APPLIANCES	PO-314802	313.00
174664	ECS IMAGING INC	PO-314608	5,774.18
174665	ENABLING DEVICES	PV-124735	15.00
174666	FOLLETT EDUCATIONAL SVC	PO-315218	427.00
174667	GANAHL LUMBER	PO-310334	4,857.41
174668	GLEN PRODUCTS	PO-310335	278.02
174669	GLENCOE A DIV OF	PO-314597	3,743.20
174670	GMR INC	PO-314412	4,345.00
174671	JOHN DEERE LANDSCAPES	PO-315405	2,348.40
174672	JOHNSTONE SUPPLY	PO-314550	3,726.00
174673	KELLY PAPER COMPANY	PO-310113	1,488.03
174674	LAWNMOWERS ETC	PO-310327	906.53
174675	LINGUI SYSTEMS INC	PO-315093	107.80
174676	LOCAL JANITORIAL & VACUUM	PO-312915	630.71

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Warrant Number	Name of Payee	Reference Number	Amount
174677	DISCOUNT OFFICE SERVICES	PO-310149	128.25
		PO-313667	35.55
174678	DORE, JUDY	PV-124687	127.74
174679	FARLEY, JOSEPH M	PV-124688	49.00
174680	GUADARRAMA, SERGIO	PV-124689	106.00
174681	MARCO FORSTER MS PTSA	PV-124690	144.00
174682	MORRIS, FAITH	PV-124691	199.00
174683	SAN CLEMENTE HIGH SCHOOL ASB	PV-124692	250.00
174684	THOMAS, KOGEE	PV-124693	229.24
174685	WLEZIEN, DIANNE	PV-124694	20.00
174686	ADAMSON, CORAL	PV-124695	59.94
174687	BERTUSSI, GIONNA	PV-124696	163.73
174688	BIRKINSHAW, SANDY	PV-124697	36.63
174689	BOWDEN, JOANNA	PV-124698	93.80
174690	BROWN, SUSAN L.	PV-124699	38.30
174691	BUCKMAN, JONATHAN T.	PV-124700	270.29
174692	BUSH, VIRGINIA	PV-124701	97.68
174693	CARDIN, PATTI	PV-124702	99.90
174694	CAUDILL, AMANDA	PV-124703	67.71
174695	CLIFT, LYNNETTE I	PV-124704	94.35
174696	COLLINGS, JANICE	PV-124705	64.94
174697	COX, ASHLEIGH	PV-124706	87.14
174698	DYE, JANETTE	PV-124707	14.43
174699	ENRIQUEZ, MICHELLE L	PV-124709	158.18
174700	FINNSSON, JAMIE	PV-124710	103.79
174701	FLYNN, MARGARET	PV-124734	55.50
174702	GILL, ARVINDER	PV-124712	129.32
174703	GINSBERG-BROWN, CLAUDIA	PV-124713	38.85
174704	GLASSEN, NINA	PV-124714	76.04
174705	GONG, PHOEBE	PV-124715	58.28
174706	HANRATTY-RAJA, JENNIPHER	PV-124716	48.84
174707	HARRIS, LORI I	PV-124717	22.20
174708	HAUN, BARBARA	PV-124725	106.56
174709	HAYES, NATALIE	PV-124724	19.98
174710	HERTZ, JANA	PV-124718	51.06
174711	HOGBIN, RICH	PV-124726	33.30
174713	JIMENEZ, DENISE	PV-124720	115.44
174714	JONES, JOSEPH	PV-124721	129.87
174715	KARL-DIXON, SUSAN	PV-124722	33.30
174716	KELLMAN, KATHLEEN	PV-124723	110.45
174717	LEWIS, DAWN	PV-124727	31.08
174718	MATIENZO, NINA RIE	PV-124728	125.99
174719	MCAULIFFE, CAROL	PV-124729	55.50
174720	MORAND, CARA	PV-124730	151.52
174721	NAPORA, NOELLE	PV-124731	84.36

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Warrant Number	Name of Payee	Reference Number	Amount
174722	PARKER, LAURA	PV-124732	63.27
174723	SELIKSON, DEBBIE	PV-124733	1.11
174724	EDEN, CRIS	PV-124708	38.85
174725	GAST, LUCIBEL	PV-124711	72.15
174726	MATH TUTOR EDUC SOFTWARE INC	PO-313431	54.45
		PO-313435	54.45
174727	MOBILE COMM REPAIR INC	PO-315432	18,124.63
174728	ORANGE COUNTY PROBATION DEPT	PO-310688	500.00
174729	ORANGE COUNTY REGISTER	PO-314001	26.96
		PO-315419	114.56
174730	PACWEST AIR FILTER	PO-313620	14,678.42
174731	PEARSON	PO-313259	544.86
		PO-313316	2,381.32
		PO-313897	3,161.76
		PO-314165	3,545.81
174732	PEARSON	PO-313701	966.33
174733	PEARSON ASSESSMENTS	PO-313756	643.00
		PO-314315	766.70
		PO-314599	494.82
		PO-314701	2,631.59
		PO-314880	298.59
		PO-315054	563.75
174734	PEARSON EDUCATION	PO-314574	1,054.87
		PO-314759	546.00
174735	PEARSON EDUCATION	PO-314321	342.90
174736	PRO-ED	PO-312831	47.30
		PO-314753	51.70
174737	PROSURFACE	PO-314800	7,130.00
174738	RENAISSANCE LEARNING INC	PO-314680	411.53
174739	SCOTT FORESMAN	PO-312777	753.90
		PO-315141	1,020.50
174740	SEHI COMPUTER	PO-313557	251.87
174741	SOCIAL THINKING PUBLISHING	PO-313700	138.67
174742	SPORT CHALET	PO-311886	959.13
		PO-311915	1,196.62
174743	SPORTS FACILITIES GROUP INC	PO-310345	1,175.00
174744	THE TV TEACHER	PO-314482	72.19
174745	UNISOURCE CORP	PO-311922	1,157.88
174746	WAXIE	PO-310363	8,550.70
174747	WEST COAST ARBORISTS INC.	PO-315090	2,703.00
174748	WEST-LITE SUPPLY CO INC	PO-314538	258.36
		PO-314951	45.43
174749	WESTESCO	PO-315226	614.39
174750	WHITE CAP INDUSTRIES INC	PO-313193	56.31
		PO-313519	84.03

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Warrant Number	Name of Payee	Reference Number	Amount
174751	COUNTY OF ORANGE	PO-313746	120.00
		PO-313750	120.00
174752	JFK TRANSPORTATION CO INC	PV-124736	5,511.25
174753	OCEAN INSTITUTE	PO-315252	1,191.00
		PO-315384	794.00
174754	SOUTHERN CALIFORNIA GRAY LINE	PV-124737	25,542.10
174755	AMERICAN LIBRARY ASSOCIATION	PO-315184	220.00
174756	ATKINSON ANDELSON LOYA	PO-311638	16,304.75
174757	AUTISM SOCIETY 43RD NATIONAL	PO-315261	425.00
174758	AVID CENTER	PO-315097	669.00
174759	CALIFORNIA ASSOC OF PUBLIC	PO-315228	78.00
174760	CRARY, BRENDA	PO-310381	2,760.00
		PO-313093	2,124.60
174761	GESELL INSTITUTE OF HUMAN	PO-315067	2,874.00
174762	SAN DIEGO COUNTY SUPT OF SCH	PO-313209	45.00
		PO-314720	300.00
174763	SYLVAN LEARNING CTR OF LAGUNA	PO-314560	391.91
174764	T DAVIS & ASSOCIATES INC	PO-310373	2,916.66
174765	YMCA OF ORANGE COUNTY	PO-311669	8,666.26
		PO-311670	8,555.27
174766	BARRETT, JANET S	PV-124740	71.04
174767	BECHKY-KOWARSKY, PAULA	PV-124741	205.65
174768	BEJARANO, CRYSTAL F	PV-124747	231.73
174769	BYERS, VICKI	PV-124754	60.50
174770	GAITHER, KIMBERLY	PV-124748	91.06
174771	GRIFFITH, LINDA	PV-124749	113.15
174772	GUARINO, JODY	PV-124744	88.70
		PV-124751	66.05
174773	HERNANDEZ, MARLO	PV-124755	188.98
174774	HESSELTINE, CHRISTINA	PV-124757	313.78
174775	HIGHTOWER, SHERLIN	PV-124739	523.14
174776	JOCHAM, SARA	PV-124750	400.33
174777	LONE, JENNIFER	PV-124756	440.00
174778	MARSDEN, CLAIRE	PV-124745	45.00
174779	PATERSON, ELIZABETH	PV-124743	26.05
174780	PETTEY, STEPHANIE	PV-124746	432.56
		PV-124758	462.00
174781	RICHARDSON, HEATHER	PV-124759	500.00
174782	STRICKLAND, GERRY	PV-124753	40.46
174783	WHITAKER, LESLIE	PV-124752	88.70
174784	ACADEMIC CHESS	PV-124738	26,820.85
174866	360 PRINT MEDIA	PO-314947	3,642.28
174867	MOBILE COMM REPAIR INC	PO-315198	1,965.36
		PO-315421	12,030.25
174868	MOORE'S SEWING MACHINE	PO-310164	638.58

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Warrant Number	Name of Payee	Reference Number	Amount
174869	NEUPAC RESOURCES INC	PO-312708	2,681.70
174870	OFFICE DEPOT	PO-314275	69.39
174871	PEARSON	PO-312172	897.73
		PO-312173	1,779.51
		PO-312676	540.12
		PO-314907	2,478.47
174872	PEARSON ASSESSMENTS	PO-313577	255.94
		PO-313583	324.12
		PO-314435	1,973.14
174873	PEARSON EDUCATION	PO-312685	142.76
174874	PITNEY BOWES/PRESORT SERVICES	PO-310127	101.14
174875	PRAXAIR	PO-310550	39.43
		PO-313776	93.90
		PO-314697	247.87
		PO-314921	257.21
174876	PREMIERE WATER SERVICES	PO-310162	1,025.00
174877	PSYCHEMEDICS	PO-310411	26.70
174878	RADIO SHACK ACCOUNTS REC	PO-311224	59.80
174879	SAFETY KLEEN CORP	PO-311149	174.78
		PO-311150	313.13
174880	SCHOLASTIC EDUCATION	PO-311558	6,529.49
174881	SCOTT FORESMAN	PO-313536	589.78
		PO-313537	161.45
174882	SMARDAN SUPPLY COMPANY	PO-310348	81.46
174883	SMART & FINAL	PO-310142	39.14
		PO-310399	140.23
		PO-311938	217.16
		PO-312130	285.51
		PO-312725	940.39
		PO-313779	118.91
		PO-315206	56.22
174884	SO COAST DISTRIBUTING CO	PO-310291	238.77
174885	SOUTH COAST AIR QUALITY MGMT	PO-310557	227.76

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Warrant Number	Name of Payee	Reference Number	Amount
174886	STAPLES ADVANTAGE	PO-310145	55.30
		PO-310746	157.96
		PO-311663	368.94
		PO-311687	178.99
		PO-311761	59.90
		PO-312544	114.78
		PO-313506	291.55
		PO-313902	55.92
		PO-314854	2,445.35
		PO-315145	231.96
		PO-315208	91.05
		PO-315217	308.25
		PO-315395	68.69
		PO-315404	95.18
174887	THYSSENKRUPP ELEVATOR CORP	PO-315267	526.75
174888	TIFCO INDUSTRIES	PO-310554	424.66
174889	TRIPLE "A" COMM & PUMPING	PO-313684	350.00
174890	ULINE	PO-310119	114.68
174891	VISTA PAINT CORP	PO-310170	60.27
174892	WATERLINES TECHNOLOGIES INC	PO-310344	2,621.28
174893	WAXIE	PO-310363	613.70
174894	WHITE CAP INDUSTRIES INC	PO-313519	149.16
174895	SMART & FINAL	PO-310141	732.18
		PO-312274	449.60
174896	STAPLES ADVANTAGE	PO-310147	17.11
174897	WAXIE	PO-314745	1,712.53
174898	CITY OF SAN JUAN CAPISTRANO	PO-310360	6,555.64
174899	CR&R INCORPORATED	PO-312160	6,847.08
		PO-315052	6,892.44
174900	MOULTON NIGUEL WATER	PO-310358	7,320.36
174901	SAN DIEGO GAS & ELECTRIC	PO-310354	27,414.74
174902	SANTA MARGARITA WATER	PO-310357	486.80
174903	SO CAL GAS CO	PO-310352	260.98
174904	DISCOUNT OFFICE SERVICES	PO-310150	180.99
174905	LAKESHORE	PO-315109	242.00
		PO-315111	248.63
174906	BEJARANO, CRYSTAL F	PV-124764	25.00
174907	BONDURANT-DALY, ARIA	PV-124765	60.00
174908	JEWETT, SAVANAH	PV-124766	87.00
174909	SCHOLL, BARBARA	PV-124767	137.02
174910	SCOTT, KATHY	PV-124768	34.47
174911	COOPER, THOMAS	PV-124809	250.00
174912	PACIFIC MOBILE HOME CONS	PO-314087	1,498.95
174913	PAGE, CRAIG	PV-124808	844.47
174914	REATEGUI, CESAR	PV-124804	141.51

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Warrant Number	Name of Payee	Reference Number	Amount
174915	CORVEL CORPORATION	PO-310023	120,362.52
174916	BENNETT, KATHLEEN	PV-124769	604.40
174917	BROOKMAN, JOSEPH	PV-124770	382.96
174918	BUCKMAN, JENNIFER	PV-124771	74.37
174919	COPPOLA, LUCI	PV-124772	345.21
174920	CROSS, MINDY	PV-124773	226.44
174921	FERGUSON, ERIN	PV-124774	185.93
174922	FREDRIKSZ, LAURA	PV-124775	46.07
174923	HANAFORD, LAURA	PV-124776	98.79
174924	HARMAN, NANCY	PV-124777	202.02
174925	HEUSER, RACHEL	PV-124778	244.76
174926	JENKINS, ERIN	PV-124779	1.67
174927	KIMMELL-CAMOIA, JULIE	PV-124780	160.95
174928	KOPELSON, KATHLEEN	PV-124781	303.03
174929	LAIDLEY, JOANIE	PV-124782	190.92
174930	LEAHY, CHRISTINA	PV-124783	124.32
174931	LUEHE, CHRISTOPHER	PV-124784	128.76
174932	MCKEE, DANISE	PV-124785	113.78
174933	MENDEL, LINDA	PV-124786	114.89
174934	MITCHELL, KAREN P	PV-124787	135.98
174935	RAFF, DEIDRE	PV-124789	151.52
174936	RASHIDI, AKRAM KIM	PV-124790	107.67
174937	RODRIGUEZ, MICHELLE	PV-124791	103.23
174938	SHERRIE, LORRAINE	PV-124793	56.06
174939	SMITH, ANNE	PV-124794	208.13
174940	SOLTIS, PAMELA	PV-124795	248.64
174941	TAYNE, JULIE	PV-124797	95.46
174942	TODD, JENNIFER	PV-124798	274.17
174943	VARELA, AMANDA	PV-124799	96.02
174944	WALTERS, ELAINE	PV-124800	66.60
174945	WEINELL, CAROL	PV-124801	109.89
174946	WEIS-DAUGHERTY, DENISE	PV-124802	99.35
174947	WESTON, KELLY	PV-124803	72.71
174948	WOBST, JUDY	PV-124805	19.98
174949	WOLFSON, DONNA	PV-124806	166.50
174950	WYNNE, LAUREN	PV-124807	73.26
174951	PEREZ, VIRGINIA	PV-124788	107.67
174952	SANDERS, LORNA L	PV-124792	73.26
174953	A Z BUS SALES INC	PO-310562	1,185.00
		PO-314020	1,623.10
174954	AARDVARK CLAY	PO-315243	440.02
174955	ADVANTAGE RADIATOR	PO-310566	175.00
174956	ALISO NIGUEL AUTO CARE	PO-310569	2.67
		PO-313989	81.98
		PO-314981	3,176.32

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
174957	ALISO VIEJO AUTO SERVICE	PO-310568	4,912.92
		PO-313990	458.23
		PO-315274	749.41
174958	AQUATIC TECHNOLOGIES	PO-315423	900.00
174959	BLAIRS TOWING	PO-310561	597.45
		PO-315276	402.55
174960	BUSWEST	PO-311681	2,044.11
174961	CARLEX COMPANY, THE	PO-315098	330.17
174962	CDW GOVERNMENT	PO-310395	246.28
174963	CENTRAL DRUG SYSTEM	PO-313129	700.00
174964	CINTAS CORP	PO-315018	1,648.50
174965	CINTAS CORPORATION #640	PO-311208	1,595.88
174966	CINTAS FIRST AID & SAFETY	PO-310240	386.75
174967	CLARK SECURITY PRODUCTS	PO-315020	3,844.52
174968	COAST RECREATION	PO-314786	1,074.37
174969	DALTON TRUCKING	PO-315431	363.18
174970	DEMCO INC	PO-315232	244.28
174971	FOLLETT LIBRARY RESOURCES	PO-314449	3,096.90
174972	IRON MOUNTAIN	PO-310801	278.57
174973	KELLY PAPER COMPANY	PO-310113	143.01
174974	CB RANCH ENTERPRISES	PO-313982	1,030.00
174975	DEPARTMENT OF JUSTICE	PO-314689	1,574.00
174976	ENTERPRISE FLEET SERVICES	PO-310591	1,713.61
174977	JOURNEY'S TO THE PAST	PO-315460	1,200.00
175046	ORANGE CTY DEPT EDUC	PO-311189	3,501.44
175047	SAN DIEGO GAS & ELECTRIC	PO-310354	51,180.48
175048	SANTA MARGARITA WATER	PO-310357	1,855.40
175049	SO CAL GAS CO	PO-310352	2,649.05
175050	US BANK	PO-315461	144,531.25
175051	CAPISTRANO UNIFIED SCHOOL DIST	PO-310247	62,646.37
175052	CORVEL CORPORATION	PO-310025	13,867.39
175053	METROPOLITAN EMPLOYEES	PO-310007	3,649,316.54
		PO-310012	21,438.00
175054	AMERICAN LIBRARY ASSOCIATION	PO-315234	49.50
175055	APPLE COMPUTER INC	PO-314394	761.67
		PO-314896	3,214.97
		PO-315275	4,119.52
		PO-315301	2,179.61
		PO-315304	62.50
		PO-315356	477.94
		PO-315360	2,389.72
		PO-315362	477.94
		PO-315370	6,847.17
175056	B & H PHOTOGRAPHY	PO-315009	107.05
175057	BEE MAN	PO-310294	1,722.00

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
175058	BRINKS INC.	PO-311871	149.76
175059	CAL-STATE AUTO PARTS INC	PO-310595	1,741.15
175060	CAMCOR INC	PO-314867	537.66
		PO-315286	537.66
175061	CAPISTRANO GOLF CARS	PO-310323	420.20
175062	CARLOS GUZMAN INC	PO-313621	9,315.21
		PO-315413	26,129.24
175063	CHEF TOYS	PO-315458	155.55
175064	CHERRY TREE TOYS INC	PO-315219	391.84
175065	CHEVROLET OF IRVINE	PO-310593	2,323.83
175066	DAVE BANG ASSOCIATES INC	PO-314794	2,505.95
175067	DELL MARKETING L P	PO-315102	65.95
		PO-315221	5,410.62
		PO-315298	4,257.76
		PO-315302	3,552.88
		PO-315303	1,416.99
175068	DICK BLICK WEST	PO-315329	199.26
175069	ECOLOGY TIRE	PO-310530	337.50
175070	FACTORY MOTOR PARTS	PO-310590	1,433.84
175071	FLEET SERVICE SPECIALIST LLC	PO-311744	4,805.03
		PO-314801	9,084.63
		PO-314980	10,503.07
		PO-315415	13,247.17
175072	FREEWAY AUTO SUPPLY & MACHINE	PO-310529	66.06
175073	FRICTION MATERIALS CO.	PO-310588	2,549.85
		PO-314018	6,552.22
175074	GOLDEN STAR TECHNOLOGY INC.	PO-315012	197.19
		PO-315293	206.72
175075	GUNTHER'S ATHLETIC	PO-310780	22,875.10
175076	HD SUPPLY FACILITIES MAINTN	PO-313991	930.82
175077	HEADSETS.COM	PO-315281	215.34
175078	HEWLETT-PACKARD COMPANY	PO-314887	110.86
175079	HYDRO-SCAPE PRODUCTS INC	PO-310325	528.26
175080	IMAGE 2000	PO-310338	150.78
		PO-313809	1,142.71
		PO-315224	567.75
175081	INTERSTATE BATTERIES	PO-310587	2,510.77
175082	IPC USA	PO-315417	84,795.85
175083	IRONMAN	PO-311207	1,406.79
175084	JASPER ENGINE & TRANSMISSION	PO-310584	9,821.41
175085	JUST ASK PUBLICATIONS	PO-315174	807.35
175086	KITS FOR KIDZ	PO-315203	507.00
175087	LAWNMOWERS ETC	PO-310327	3,255.55
175088	LINGUI SYSTEMS INC	PO-315312	357.45
		PO-315322	256.65

Board of Trustees Warrant Listing
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Board of Trustees Meeting.....06/11/2012

Warrant Number	Name of Payee	Reference Number	Amount
175089	DAVID GRANT INC	PO-315469	992.86
175090	DISCOUNT OFFICE SERVICES	PO-310745	46.18
		PO-310943	14.97
175091	LAKESHORE	PO-315039	54.10
175092	LAKESHORE LEARNING MATLS	PO-315314	71.55
		PO-315325	202.58
175093	1 DAY PAINT AND BODY	PO-315277	3,220.11
175094	AT&T-CALNET2	PO-310364	12,073.23
175095	COX COMMUNICATIONS	PO-311783	3,329.88
175096	JOHN V. SPEAK	PO-311781	8.48
		PO-313277	39.23
175097	MCGRAW-HILL COMPANIES	PO-314567	1,798.56
175098	MISSION AUTO SERVICE	PO-314708	2,788.34
175099	MOBILE FLEET WASH	PO-310581	4,465.50
175100	NCS PEARSON	PO-313605	585.17
175101	ORANGE CTY TANK TESTING	PO-314857	1,500.00
175102	PACIFIC GO NATURAL GAS	PO-314859	6,825.00
175103	PRAXAIR	PO-310550	84.16
175104	PRECISION SPEEDOMETER SR	PO-310549	668.78
175105	PRUDENTIAL OVERALL SUP	PO-310117	65.72
175106	QUALITY TOWING	PO-310540	244.00
175107	RICKS TRAILER SUP	PO-310538	757.51
		PO-314023	1,484.53
175108	RINCON TRUCK PARTS	PO-314860	7,245.11
175109	RUFFS SAW SERVICE	PO-310122	42.00
175110	SANTA MARGARITA FORD	PO-310574	4,101.41
175111	SCHAEFFER MFG	PO-310573	206.88
175112	SMOG EXPRESS	PO-310558	196.30

Board of Trustees Warrant Listing
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Board of Trustees Meeting.....06/11/2012

Warrant Number	Name of Payee	Reference Number	Amount
175113	SOUTHWEST SCHOOL SUPPLY	PO-310196	26.92
		PO-310203	271.36
		PO-310205	188.69
		PO-310211	44.10
		PO-310213	49.68
		PO-310418	427.67
		PO-310429	439.61
		PO-310431	227.49
		PO-310436	157.38
		PO-311090	194.59
		PO-311108	152.99
		PO-311605	350.09
		PO-311606	80.91
		PO-311683	318.85
		PO-311911	260.00
		PO-312134	197.06
		PO-314051	874.88
		PO-314187	733.18
		PO-315152	871.98
		PO-315204	161.75
		PV-124897	292.94
175114	SPARKLETTS	PO-311307	22.79
175115	SPORTS FACILITIES GROUP INC	PO-314041	6,162.76
		PO-315116	2,593.19
		PO-315411	2,750.00
175116	STAPLES ADVANTAGE	CM-120119	62.00-
		CM-120120	61.93-
		PO-310145	57.18
		PO-311690	63.76
		PO-311761	95.75
		PO-312544	48.76
		PO-313902	53.95
		PO-315446	101.15
		PO-315465	126.68
		PV-124837	174.24
175117	STATE WATER RES CTRL BRD	PO-310555	1,359.00
175118	TIFCO INDUSTRIES	PO-310554	3,136.45
175119	TONY'S LOCKSMITH SERVICE	PO-310174	125.00
175120	TOXGUARD FLUID TECHNOLOGIES	PO-310552	495.03
175121	TROXELL COMM INC	PO-313759	69.50
		PO-314108	69.50
		PO-314387	90.35
175122	TRUCPAR CO	PO-310570	2,947.48
175123	TUTTLE-CLICK FORD	PO-314707	4,107.80
175124	UNIQUE SWEEPING	PO-310559	262.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....06/11/2012

Warrant Number	Name of Payee	Reference Number	Amount
175125	UNITED RENTALS	PO-310171	3,615.78
		PO-315270	2,235.72
175126	VORTEX	PO-313339	399.95
175127	WATERLINES TECHNOLOGIES INC	PO-310344	2,409.33
175128	ARGENT, HEIDI	PV-124838	5.00
175129	AVILA, THERESE	PV-124839	70.49
175130	BLAND, LISA	PV-124840	73.26
175131	BOLLA, BRENDA	PV-124841	81.03
175132	BRADLEY, JUDITH S	PV-124842	23.87
175133	BRAUN, C. ANNE	PV-124843	136.53
175134	BYRON, MEREDITH	PV-124844	44.96
175135	COX, LINDA	PV-124845	123.21
175136	DARAKJIAN, CAROLE	PV-124846	306.92
175137	ELKINS, KAREN	PV-124847	145.41
175138	ELLIS, SHAWNA	PV-124848	386.84
175139	FRIEDLANDER, DOROTHY	PV-124849	239.21
175140	GAMACHE, PATRICIA	PV-124850	48.84
175141	GERLING, SUSAN	PV-124851	34.41
175142	GOFORTH, KRYSTYN	PV-124852	52.73
175143	HAACK, KATHI	PV-124853	129.87
175144	HARVEY, LAUREN	PV-124854	93.80
175145	HERNANDEZ, MARLO	PV-124855	43.85
175146	HIGHTOWER, SHERLIN	PV-124856	13.32
175147	HOWARD, ANDREA	PV-124857	140.42
175148	IMSLAND, TRACEY	PV-124859	58.83
175149	JERZ, SARAH	PV-124860	55.50
175150	KAPLAN, PAUL M	PV-124858	40.52
175151	LUEHE, CHRISTOPHER	PV-124861	130.98
175152	MARCUS, BRUCE	PV-124862	106.56
175153	NASON, KIM	PV-124863	179.82
175154	PANNING LA BATE	PV-124864	63.27
175155	PETERSON, DEBRA	PV-124865	96.02
175156	BRANNON, DESIREE	PV-124866	120.99
175157	BUTLER, SUSAN	PV-124867	335.78
175158	CLARK, TIFFANY	PV-124868	73.26
175159	COPPAGE, CARRI	PV-124869	82.14
175160	ENDER, PAMELA	PV-124870	139.86
175161	GAMMELL, MARK	PV-124871	31.08
175162	HWANG, POLLY	PV-124872	6.66
175163	JENKINS, ERIN	PV-124873	5.00
175164	LABAC, JULIE	PV-124874	19.98
175165	LAWING, KORIN	PV-124875	283.05
175166	LEWIS, ANN	PV-124876	4.44
175167	LONG, JEFFREY	PV-124877	294.15
175168	MORRIS, LINDSEY	PV-124879	68.27

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
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Warrant Number	Name of Payee	Reference Number	Amount
175169	PATERSON, ELIZABETH	PV-124880	81.59
175170	PEREZ, ALEIDA	PV-124881	72.71
175171	PINKERTON, DAN	PV-124882	147.63
175172	PLACE, SUSAN	PV-124883	16.65
175173	SANDINO, CLAUDIA	PV-124884	14.43
175174	SCHOOLER, DEBORAH	PV-124885	153.74
175175	SHAPLAND, CHERYL	PV-124886	140.42
175176	SHUMATE, DAGMAR	PV-124887	219.23
175177	STIRLING, ROBERT	PV-124888	185.37
175178	STORY, VIRGINIA	PV-124889	101.57
175179	STRICKLAND, GERRY	PV-124890	43.29
175180	TERHUNE, CYNTHIA	PV-124891	236.99
175181	THORNBURG, QUIN	PV-124892	74.93
175182	TUNULI, JESSICA	PV-124893	162.06
175183	VARGAS, DAVID	PV-124894	396.83
175184	WENTZEL, KORY	PV-124895	107.67
175185	WHITE, BRANDI	PV-124896	114.89
175186	MEJIA, REBECCA S	PV-124878	51.06
175187	OCEAN INSTITUTE	PO-311602	1,041.00
175188	PRETEND CITY CHILDREN'S MUSEUM	PO-314427	598.00
175189	XEROX CORPORATION	PO-310121	542.38
175190	ZOOMARS	PO-315452	60.00
175191	MOBILE MODULAR	PO-311229	610.00
1,009 Warrants			\$8,386,002.80

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

A&R Wholesale Distributors, Inc.	Bid No. 1011-14 Grocery Products	5/9/2011
A&R Wholesale Distributors, Inc.	Bid No. 1011-13 Snack and Beverage Products	5/9/2011
Above All Names Construction Services, Incorporated	Bid No. 1112-11, Concrete Maintenance & Repair	10/26/2011
American Logistics Co., LLC	Bid No. 1112-04 - Outsource Transportation Service	7/27/2011
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
AMS.NET Inc.	Western State Contracting Alliance (WSCA) WSCA 7-08-70-13, CA Participating Addendum AR-233 Cisco Networking Communications and Maintenance	11/9/2010
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
AMS.NET Inc.	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No. 1011-10, Roofing Repairs and Maintenance	3/8/2011
ASR Food Distributors, Inc.	Bid No. 0910-01 Produce	6/8/2009
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 10-0809 General Legal Services	12/15/2009
AVES Audio Visual Systems, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
AVID	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
B&H Foto & Electronics Corp. dab B&H Photo Video	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Ben's Asphalt, Inc.	Bid No. 1011-01 Asphalt Paving, Sealcoating and Repair	6/15/2010
Bergman & Dacey, Inc.	RFQ No. 10-0809 General Legal Services	12/15/2009
Bowie, Ameson, Wiles, and	RFQ No. 10-0809 General Legal Services	12/15/2009
California Western Visuals	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Camcor, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Campus Foods	Bid 1011-14 Grocery Products	5/9/2011
CDWG	Western State Contracting Alliance (WSCA) Cisco Networking Communications and Maintenance	11/9/2010
CDWG	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
Certified Transportation Services,	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010
Collins & Aikman Floorcovering, Inc. C&A/Tandus	Santa Monica-Malibu Unified School District Bid No. 9.10 Flooring Material Districtwide	5/14/2012
Commercial Fence & Iron Works, Inc.	Bid No. 0708-04 Fencing Materials, Repair, and Installation	6/25/2007

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

A&R Wholesale Distributors, Inc.	Bid No. 1011-14 Grocery Products	5/9/2011
Compview, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
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
Consolidated Electrical Distributors	Bid No. 1112-05 Electrical Supplies and Materials	6/29/2011
Consulting & Inspection Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste Districtwide	8/8/2011
Culver-Newlin	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Culver-Newlin	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Dannis Woliver Kelley (DWK)	RFQ No. 10-0809 General Legal Services	12/15/2009
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008
Digital Networks Group, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dominos Pizza	Bid No. 1112-07 Pizza Service	8/24/2011
Edenco, Inc.	RFQ/P No. 2-1011, Construction Manager/District Representative	9/28/2010
Edge Development	Bid No. 1011-11, CVHS Theater	6/13/2011
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Fusionstorm	California Multiple Award Schedule Contract No. 3-10-70-2039d, Cisco Auto Distribution, Internet Encryption and Firewall, LanWan Wireless Network, Network Component	10/12/2010
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
Gilbert & Stearns, Inc.	Bid No. 1011-02 Electrical Service	6/29/2010
Gold Star Foods	Bid No. 1011-05 Frozen Food Products	3/10/2008
Gold Star Foods	Bid No. 1011-14 Grocery Products	5/9/2011 135

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

A&R Wholesale Distributors, Inc.	Bid No. 1011-14 Grocery Products	5/9/2011
Gold Star Foods	Bid No. 1112-03 Bakery Products	6/29/2011
Golden State Technology, Inc dba GST	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
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
Harbottle Law Group	RFQ No. 10-0809 General Legal Services	12/15/2009
Harris Realty Appraisal	RFQ No. 2-0809 Appraisal Services	5/11/2009
Hertz Furniture	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Hewlett-Packard Company	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Hollandia Dairy	Bid No. 1011-08 Milk and Dairy Products	3/8/2011
Horizons Construction Co, International, Inc	Bid No 1011-09, SJHHS 30 Meter Pool/Support Buildings	3/8/2011
Hot Dogger Tours, Inc. dba Gold Coast Tours	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data Management System	5/25/2011
IPC (USA), Inc.	Multi-District Cooperative Bid No. 114-10, Fuel (Gasoline and Diesel)	7/13/2010
JFK Transportation, Co., Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
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
Longs Electronics, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
MNJ Technologies Direct, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
National Demographics Corp	RFP/Q No. 5-1112 - Trustee Area Redistricting Analysis and Adjustment Services	9/26/2011
Network Hardware Resale, Inc.	U.S. General Services Administration Contract No. GS-35F-0717R, Pre-Owned and Refurbished Cisco Systems Networking Equipment	11/9/2010
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Notification Technologies, Inc.	RFP - Emergency Parent Notification System	9/29/2007
NvLS Professional Services, LLC	RFQ No. 1-0910 E-Rate Consultant	6/22/2009
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
Ohno Construction	Bid No. 1011-15 San Juan Hills High School Stadium Phase II	9/26/2011
P&R Paper Supply Co.	Bid No. 0809-11 Paper and Plastic Products for Food and Nutrition Services	6/8/2009
Pacific MH Construction, Inc.	Bid No. 0708-07 Movement of Relocatable Buildings	6/25/2007
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 0708-06 Plumbing Service	6/25/2007

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

A&R Wholesale Distributors, Inc.	Bid No. 1011-14 Grocery Products	5/9/2011
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Piper Jaffrey & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
Prime Painting Contractors, Inc.	Bid No. 0708-11 Painting	6/25/2007
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Renaissance Learning, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Roadways International, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
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
SchoolsFirst 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
Southern California Gray Line	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Southwest School and Office Supply	Placentia Yorba Linda, Bid No. 211-12, Supplies	1/25/2012
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	9/14/2010
Stradling Yocca Carlson & Rauth	RFQ No. 10-0809 General Legal Services	12/15/2009
Stutz, Artiano, Shinoff and Holtz	RFQ No. 10-0809 General Legal Services	12/15/2009
Sysco Food Services of L.A.	Bid No. 1011-14 Grocery Products	5/9/2011
Tandus Flooring, Inc.	Bid No. 0708-05 Flooring Materials and Installation	6/25/2007
Transportation Charter Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Troxell Communications, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Twining, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Valiant IMC	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
VENDOR	TITLE	BOARD APPROVAL DATE
Virco	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Ward's Media Tech	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Waterline Technologies, Inc.	LAUSD Bid No. IFB C-1030, Swimming Pool Chemicals	3/28/2012
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	Western States Contracting Alliance (WSCA) Bid No. 7-09-79-02 - Janitorial Supplies	9/14/2010
WB Hunt Co, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
West Coast Arborists, Inc.	Bid No. 1112-10 Tree Trimming Maintenance	9/26/2011
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
WLC Architects, Inc.	RFQ No. 3-0708 Architectural Services for Districtwide Facilities Master Plan	2/25/2008

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

A&R Wholesale Distributors, Inc.	Bid No. 1011-14 Grocery Products	5/9/2011
WW Grainger, Incorporated	State of Nevada, Division of Purchasing, and Western States Contracting, Alliance Contract NO. 1862, Awarded to WW Grainger, California Participating Addendum No. 7-11-51-02	10/26/2011
Xerox Corporation	California Multiple Award Schedule Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox	6/15/2010

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Vending Plus	\$2,447.20	Classroom Instruction	Aliso Niguel High School
Annie Joseph	\$700.00	Art Supplies	Aliso Viejo Middle School
Vending Plus	\$309.12	Classroom Instruction	Ladera Ranch Middle School
Lifetouch National School Studios	\$1,148.00	Instructional Materials	Ladera Ranch Middle School
Santa Margarita-Trabuco Canyon Pop Warner	\$2,000.00	Computer Technology	Las Flores Middle School
Vending Plus	\$301.06	Classroom Instruction	Las Flores Middle School
Coca Cola	\$170.18	Instructional Materials	Niguel Hills Middle School
Microsoft Corporation	\$0.00	Computers	Niguel Hills Middle School
Arroyo Vista PTA	\$1,528.97	Replacement Batteries for MacBooks	Arroyo Vista School
Bathgate Elementary School PTA	\$2,866.00	Classroom Instruction	Bathgate Elementary School
Castille Elementary School Booster Club	\$8,447.42	OSS Payment	Castille Elementary School
Truist	\$112.50	Classroom Instruction	Castille Elementary School
Concordia Elementary School PTA	\$2,849.05	Computer Lab Math Program	Concordia Elementary School
Lifetouch National School Studios	\$994.50	Classroom Instruction	Concordia Elementary School
PG&E Corporation	\$315.00	Classroom Instruction	Concordia Elementary School
Spreebird	\$56.61	Classroom Instruction	Del Obispo Elementary School
Robert Waterman	\$200.00	Classroom Instruction	Don Juan Avila Elementary School
Hidden Hills Elementary School PTA	\$1,210.00	Transportation For Field Trip	Hidden Hills Elementary School
Various Donors	\$814.00	5th Grade Activities	Hidden Hills Elementary School
Ladera Ranch Elementary School PTA	\$1,661.00	Transportation-2nd Grade Field Trip	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$890.00	Transportation-1st Grade Field Trip	Ladera Ranch Elementary School
Sumner Photography	\$911.00	Technology	Ladera Ranch Elementary School
United Way Silicon Valley	\$100.00	Technology	Ladera Ranch Elementary School
The Hitachi Foundation	\$613.00	Classroom Instruction	Laguna Niguel Elementary School
Hitachi Automotive Systems Americas, Inc.	\$612.50	Classroom Instruction	Laguna Niguel Elementary School
Simonson Photography	\$250.00	Classroom Instruction	Laguna Niguel Elementary School
Sumner Photography	\$625.00	Schoolwide Instruction	Las Flores Elementary School
Marblehead Elementary School PTA	\$900.00	Field Trip-4th Grade	Marblehead Elementary School
ASCE Orange County Branch	\$500.00	Transportation/Substitutes	Marblehead Elementary School
O.C. Green Fair County of Orange	\$75.00	Transportation/Substitutes	Marblehead Elementary School
United Way Silicon Valley	\$400.00	Instructional Materials	Marblehead Elementary School
Girl Scout Council of Orange County Troop #2498	\$200.00	For Welcome Mat	Moulton Elementary School
Moulton Elementary School PTA	\$1,736.85	Technology	Moulton Elementary School
Coca Cola	\$35.59	Instructional Materials	Moulton Elementary School
Coca Cola Refreshments	\$19.38	Classroom Instruction	Oso Grande Elementary School
Reilly School Foundation	\$1,395.00	Classroom Instruction	Philip Reilly Elementary School
Elizabeth Hayden	\$67.30	Classroom Instruction	Philip Reilly Elementary School
R.H. Dana ENF Foundation	\$5,800.00	Classroom Instruction	R.H. Dana ENF
R.H. Dana ENF Foundation	\$660.00	Transportation	R.H. Dana ENF
Lifetouch National School Studios	\$771.00	Classroom Instruction	San Juan Elementary School
San Juan Children's Education Foundation	\$8,500.00	Two Days/Week For Librarian 2012-2013	San Juan Elementary School
Ms. Theresa Ramirez	\$0.00	School Materials and Educational Toys	San Juan Elementary School
Mr. and Mrs. Bret Morris	\$0.00	School Materials and Supplies	San Juan Elementary School
Tijeras Creek Elementary School PTA	\$330.00	Transportation-5th Grade Orientation	Tijeras Creek Elementary School

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Tijeras Creek Elementary School PTA	\$292.50	Transportation-2nd Grade Field Trip	Tijeras Creek Elementary School
Tijeras Creek Elementary School PTA	\$1,341.00	Transportation-1st Grade Field Trip	Tijeras Creek Elementary School
Tijeras Creek Elementary School PTA	\$3,870.00	Transportation-4th Grade Field Trip	Tijeras Creek Elementary School
Tijeras Creek Elementary School PTA	\$1,040.00	Transportation-5th Grade Field Trip	Tijeras Creek Elementary School
Sumner Photography	\$514.00	Additional Music Segment	Tijeras Creek Elementary School
United Way Silicon Valley	\$70.00	Additional Music Segment	Tijeras Creek Elementary School
United Way Silicon Valley	\$70.00	Additional Music Segment	Tijeras Creek Elementary School
Coca Cola Refreshments	\$41.38	Additional Music Segment	Tijeras Creek Elementary School
The Casanova Family	\$140.00	Additional Music Segment	Tijeras Creek Elementary School
Tijeras Creek Elementary School Booster Club	\$330.00	Classroom Instruction	Tijeras Creek Elementary School
Truman Benedict Elementary School PTA	\$400.00	Puppets & Players Little Theatre Workshop	Benedict Elementary School
Sumner Photography	\$608.00	Classroom Instruction	Viejo Elementary School
Vista del Mar MAKO Educational Foundation	\$6,105.00	Transportation-Whale Watching Field Trip	Vista del Mar Elementary School
Coca Cola Refreshments	\$34.22	Classroom Supplies	Wood Canyon Elementary School
Ms.Fran Sdao and Mr. John Deshong	\$500.00	Gang Intervention Prevention Program	Safety and Student Services
	\$68,878.33		

**AGREEMENT
FOR STUDENT TRANSPORTATION SERVICES
BETWEEN THE ORANGE COUNTY SCHOOL DISTRICTS**

This Agreement is made by and between the Orange County School Districts (hereinafter referred to as "Districts") listed on Exhibit A.

RECITALS

WHEREAS, the Districts are mutually interested in and concerned with the provision of adequate student transportation services during peak demand periods;

WHEREAS, certain Districts have personnel, vehicles, equipment and support facilities which are potentially available and suitable for special education, transfers (e.g., No Child Left Behind Act), athletic, field trip, and special event activity student transportation services;

WHEREAS, other Districts are in need of such student transportation services;

WHEREAS, all the Districts wish to avoid any disruption of student transportation services necessary for such activities; and

WHEREAS, the Districts wish to enter into a cooperative effort to provide these student transportation services on an as needed and when available basis.

NOW, THEREFORE, the Districts agree as follows:

1. The recitals stated above are true and correct and are made a part of this Agreement.
2. Student Transportation Services.
 - 2.1 Each District listed on Exhibit A, which is incorporated herein by reference, agrees to participate in this Agreement for the purpose of ensuring that students will be able to have transportation in the event that an emergency need arises of another District that is a party to this Agreement for special education, transfers (e.g., No Child Left Behind Act), athletic, field trip or special event activity.
 - 2.2 When one District ("Requesting District") lacks the necessary school buses and licensed school bus drivers to transport its students for special education, transfers (e.g., No Child Left Behind Act), athletic, field trip or special event activities, the Requesting District may contact one of the Transporting Districts listed on Exhibit A. If the Transporting District has available extra school bus(es) and licensed school bus driver(s), then the Transporting District, in its sole discretion, may provide to the Requesting District the student transportation services and Requesting District agrees to pay the rate and/or mileage set by the Transporting District.
 - 2.3 Transporting Districts have sole discretion to decide whether to provide student transportation services to a Requesting District. Any Transporting District may also be a Requesting District.
 - 2.4 Each Transporting District agrees to provide approved school buses and properly licensed school bus drivers and to perform regular preventive maintenance services on their school buses.

- 2.5 The Requesting District agrees that transportation outside of the Transporting District's normal business hours, weekends and holidays, shall be at the rate and/or mileage set by the Transporting District.
- 2.6 Districts agree that the Transporting District shall not be compelled by this Agreement to create any new transportation routes or to hire additional school bus drivers or to acquire additional school buses to service the Requesting District's student bus transportation needs.
- 2.7 The Districts shall cooperatively arrange for the required student transportation services and specific details of the required student transportation services shall be decided between the Requesting District and Transporting District.
- 2.8 Districts agree that this Agreement shall not prohibit, prevent or restrict any District from entering into any separate or alternative student transportation services agreement.
3. Compensation.
 - 3.1 The Requesting District agrees that the compensation for student transportation services shall be at the hourly rate and/or mileage set by the Transporting District.
 - 3.2 Each Transporting District has the sole discretion to change the hourly rate and/or mileage at any time without notice.
 - 3.3 Transporting District shall invoice the Requesting District and shall itemize costs payable by Requesting District. Requesting District shall pay Transporting District within forty five (45) days of receipt of an invoice.
4. Student Behavior Guidelines. A Requesting District shall follow the Student Behavior Guidelines established by the selected Transporting District.
5. Term of the Agreement. This term of the Agreement will be July 1, 2012, through June 30, 2017 subject to termination as set forth herein.
6. Termination. Participation in this Agreement may be unilaterally terminated by any District at any time. A District wishing to terminate shall provide thirty (30) days prior written notice to Orange Unified School District, Attention: Pam McDonald, Transportation Director, who will notify all remaining Districts to this Agreement of the decision of a terminating District and the date of effective termination. Termination by one District will not terminate this Agreement as to the remaining Districts.
7. Indemnification. A Requesting District agrees to defend, indemnify and hold harmless a Transporting District, its governing board, officers and employees from every claim or demand made and every liability, loss, damage, cost, expense, action, cause of action, or judgment of any nature whatsoever, arising from the intentional or negligent act or negligent omission of the Requesting District.

A Transporting District agrees to defend, indemnify and hold harmless a Requesting District, its governing board, officers and employees from every claim or demand made and every liability, loss, damage, cost, expense, action, cause of action, or judgment of any nature whatsoever, arising from the intentional or negligent act or negligent omission of the Transporting District.

8. Insurance. Each District has and agrees to maintain, in full force and effect, a policy or policies of insurance evidencing all coverages and endorsements necessary, in its sole discretion, for purposes of effectuating the purposes of this Agreement. An appropriate self-insurance program shall be acceptable. Copies of the certificates of insurance for each District shall be provided upon written request of any District that is a party to this Agreement.
9. Independent Contractors. Each District, in the performance of services pursuant to this Agreement, shall be and act as an independent contractor. Each District understands and agrees that it and all of its employees shall not be considered officers, employees or agents of any of the participating Districts to this Agreement. Each District assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this Agreement. Each District shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to District's employees.
10. Assignment. This Agreement and the services provided herein shall not be assigned by any District.
11. Notice. Notice shall be in writing and be given by personal service, interdistrict mail service, or by U.S. Mail, postage prepaid, Attn: Transportation Director. Notice shall be considered given when received, if personally served; if provided by interdistrict mail, on the following business day; or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices are to be sent are set forth in Exhibit A.
12. Applicable Laws. Each District agrees to comply with all laws, rules and regulations applicable to providing student bus transportation services in the State of California.
13. Governing Law. This Agreement shall be governed by the laws of the State of California, with venue in Orange County, California.
14. Entire Agreement. This Agreement and Exhibit A attached hereto constitute the entire agreement between the Districts. However, it does not supersede any prior, current or subsequent written agreement entered into by the Districts with regard to student transportation services. This Agreement may be amended only by a written amendment executed by the Districts.

Print School District Name

Signature

Print Name and Title

Date

Exhibit A
Participating Districts

Anaheim City School District
1001 South East Street
Anaheim, CA 92805
Attn: Rick Lewis
(Transporting District)

Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92803
Attn: John Jessie
(Transporting District)

Brea Olinda Unified School District
Number One Civic Center Circle
Brea, CA 92822
Attn: Raymond James
(Transporting District)

Buena Park School District
6885 Orangethorpe Avenue
Buena Park, CA 90620
Attn: Alfonso Perez
(Transporting District)

Capistrano Unified School District
32972 Calle Perfecto
San Juan Capistrano, CA 92675
Attn: Mike Patton
(Transporting District)

Centralia School District
6625 La Palma Avenue
Buena Park, CA 90620
Attn: Carla Nossett
(Transporting District)

Cypress School District
9470 Moody Street
Cypress, CA 90630
Attn: Robert Daley
(Transporting District)

Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708
Attn: Jim Sobraska

Fullerton Joint Union High School District
1051 West Bastanchury Road
Fullerton, CA 92833
Attn: William Nance
(Transporting District)

Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Attn: Mike Brito

Huntington Beach City School District
20451 Cramer Lane
Huntington Beach, CA 92646
Attn: Jo-Lynn Wesolek
(Transporting District)

Irvine Unified School District
5050 Barranca Parkway
Irvine, CA 92604
Attn: Rose Clegg

Exhibit A
Participating Districts

La Habra City School District
500 North Walnut Street
La Habra, CA 90631
Attn: Mary Allen

Laguna Beach Unified School District
550 Blumont Street
Laguna Beach, CA 92651
Attn: Eric Jetta

Los Alamitos Unified School District
10293 Bloomfield Street
Los Alamitos, CA 90720
Attn: James Poper
(Transporting District)

Lowell Joint School District
11019 Valley Home Avenue
Whittier, CA 90603
Attn: Andrea Reynolds

Magnolia School District
2705 West Orange Avenue
Anaheim, CA 92804
Attn: Pam Odiorne
(Transporting District)

Newport-Mesa Unified School District
2985-A Bear Street
Costa Mesa, CA 92626
Attn: Pete Meslin
(Transporting District)

Orange Unified School District
726 West Collins Avenue
Orange, CA 92867
Attn: Pam McDonald
(Transporting District)

Placentia-Yorba Linda Unified School District
1301 East Orangethorpe Avenue
Placentia, CA 92870
Attn: Steve Umber
(Transporting District)

Saddleback Valley Unified School District
25631 Peter A. Hartman Way
Mission Viejo, CA 92691
Attn: Kimberly Seiver
(Transporting District)

Santa Ana Unified School District
1601 East Chestnut Avenue
Santa Ana, CA 92701
Attn: Chris Telarico

Savanna School District
1330 South Knott Avenue
Anaheim, CA 92804
Attn: Jim Harris

Westminster School District
14121 Cedarwood Avenue
Westminster, CA 92683
Attn: Donna Rivard
(Transporting District)

LEASE/RENTAL AGREEMENT



This lease/rental agreement is entered into this 12th day of June, 2012 by and between **Capistrano Unified School District**, the Owner, and **Orange County Fire Authority**, the Renter.

NOW THEREFORE, in consideration of the mutual promises set forth herein of the parties hereto, the parties agree as follows:

I.

WITNESS: The Owner does hereby lease to Renter the following described motor vehicle:

Bus 213, 1991 Bluebird, 90-passenger school bus, for a period of **11 days** from June 22, 2012 through July 2, 2012, at \$150.00 per day for a total cost of \$1650, in advance.

A security deposit in the amount of \$1,000 is payable upon execution of this agreement. Security deposit will be returned at the end of this rental if all items on this agreement are met. Early termination or returning the units with damage or repairs needed may forfeit all or part of the security deposit.

II.

Renter agrees to the following:

1. Return the vehicle(s) to Owner in as good a condition as received with normal wear and tear, or
2. Retain the vehicle(s) for an additional period under the terms and conditions contained in the Agreement after having obtained Owners written consent at least one (1) day prior to the expiration of the initial retention rental period.
3. Renter shall notify the district of all potential drivers of the rental vehicle.
4. Renter shall supply appropriate license and training documentation to verify driver's qualifications.
5. All potential drivers of the vehicle shall demonstrate proficiency in the vehicle prior to taking possession of the vehicle during the rental period.

III.

RENTER AGREES to indemnify and hold OWNER harmless from any liability from any personal injuries, property damage, or any other damages or injuries, which result from the use or operation of, said vehicle(s). Owner and Renter agree there is categorically no employment relationship between the Owner and Renter. Renter shall assume any and all loss or damages to said vehicle(s) while within the Renter's control and possession.

EXHIBIT 22

IV.

RENTER WILL provide at its own expense liability, collision, comprehensive, fire and theft insurance, in the amount of **\$5 million**, which shall properly cover the Renters use of the rented unit. A copy of this policy or a Certificate of Insurance shall be delivered to the Owner at the earliest possible opportunity. Before unit is delivered, Owner shall be named as *additional insured* and *loss payee*. Value of the vehicle(s) is **\$126,525**.

V.

RENTER AGREES to the following pertaining to breakdowns, repairs and upkeep. Any breakdowns or repairs which are attributed to the age of the vehicle and normal wear and tear are the responsibility of the Owner. Any breakdowns or repairs which are attributed to the operation, driving, misuse, or neglect are the responsibility of the Renter. Renter to keep records on a Daily Driver Check List to assure that all systems, fluid levels, etc., are being properly checked and maintained. Renter will maintain the above vehicle(s) hereby leased in good repair and operating condition, and will furnish at its expense all parts and supplies necessary to comply with this provision including, but not limited to, tires, tubes, fuel, lubricants, oil and anti-freeze, and further, the Renter shall keep said vehicle(s) properly stored. Renter shall be liable to Owner for any and all damage or depreciation caused by the negligence of the Renter, its officers, agents or employees, or by failure or neglect of the Renter, its officers, agents, and employees to care for or make repairs as needed, normal wear and tear excepted.

VI.

THIS RENTAL may be terminated in the following manner: If the Renter fails to perform any of the above terms, the Owner shall have the right to terminate this agreement by giving the Renter thirty (30) days written notice and Renter shall terminate its lease payment.

VII.

RENTER SHALL NOT sub-lease this vehicle to any other including any auxiliary group.

VIII.

TERMINATION OF THIS AGREEMENT for any reason by either party upon sixty (60) days prior written notice.

This vehicle shall be housed at: _____

Renter: **Orange County Fire Authority**

By: _____

Date: _____

Owner: **Capistrano Unified School District**

By: _____

Date: _____

AMENDMENT #1
REAL PROPERTY LEASE AGREEMENT
FOR SPECIAL EDUCATION - INTERAGENCY ASSESSMENT CENTER
AT CROWN VALLEY ELEMENTARY SCHOOL

The LEASE Agreement entered into September 1, 2002, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Capistrano Unified School District, 32972 Calle Perfecto, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT, is hereby amended as follows:

1.0 Page 1, Lines 10-18 shall be amended to add the following language:

WHEREAS, SUPERINTENDENT hereby grants DISTRICT permission to use three (3) portable classrooms owned by SUPERINTENDENT and located at Crown Valley Elementary School for the conduct of DISTRICT's educational programs for the period of five (5) years, commencing June 12, 2012 and ending June 30, 2017, which term may be extended by written agreement between the Parties.

2.0 Section 2.0 LEASED PROPERTY shall be amended to read: DISTRICT agrees to lease to SUPERINTENDENT and SUPERINTENDENT agrees to lease from DISTRICT a portion of DISTRICT's real property described in Exhibit "A", attached hereto and incorporated herein by this reference, situated in the City of Laguna Niguel, County of Orange, State of California described as: Crown Valley Elementary School, 29292 Crown Valley Parkway, Laguna Niguel, California 92677, hereinafter referred to as LEASED PROPERTY, consisting of ground space to contain three (3), 24 x 20 portable classrooms, hereinafter referred to as BUILDINGS for the conduct of a Special Education - Interagency Assessment Center. DISTRICT agrees that SUPERINTENDENT shall have exclusive use of the LEASED PROPERTY and joint use of DISTRICT's sidewalks and parking lots. The cost of the BUILDINGS,

EXHIBIT 23

1 site preparation, utilities, furniture, equipment and instructional
2 materials for SUPERINTENDENT's program shall be paid for by the
3 SUPERINTENDENT.

4 3.0 Section 5.0 UTILITIES shall be amended to read:

5 A. During the time period SUPERINTENDENT occupies the
6 BUILDINGS, SUPERINTENDENT shall, at its sole cost and expense, provide
7 all electricity, water, power, sewage, rubbish removal, and telephone
8 services including installation, connection and disconnection charges,
9 and all other similar utilities supplied to the BUILDINGS during the
10 Lease Term. In the event that separate meters are not available for
11 said utilities, SUPERINTENDENT and DISTRICT agree to a reasonable
12 proration of said utility charges at the school site. The proration
13 shall be based upon the actual percentage of square footage utilized
14 by SUPERINTENDENT and DISTRICT. The proration shall be determined at
15 the time of occupancy.

16 B. During the time period DISTRICT occupies the BUILDINGS,
17 DISTRICT shall, at its sole cost and expense, provide all electricity,
18 water, power, sewage, rubbish removal, and telephone services
19 including installation, connection and disconnection charges, and all
20 other similar utilities supplied to the BUILDINGS occupied by DISTRICT
21 during the Lease Term. In the event that separate meters are not
22 available for said utilities, SUPERINTENDENT and DISTRICT agree to a
23 reasonable proration of said utility charges at the school site. The
24 proration shall be based upon the actual percentage of square footage
25 utilized by SUPERINTENDENT and DISTRICT. The proration shall be
26 determined at the time of occupancy.

27 4.0 Section 6.0 CUSTODIAL SERVICES shall be amended to read:

28 A. During the time period that SUPERINTENDENT occupies the
BUILDINGS, SUPERINTENDENT shall, at SUPERINTENDENT's sole cost and

1 expense, provide custodial services and supplies to its Interagency
2 Assessment Center.

3 B. During the time period that DISTRICT occupies the
4 BUILDINGS, DISTRICT shall, at DISTRICT's sole cost and expense,
5 provide custodial services and supplies to its educational programs.

6 5.0 Section 10.0 USE shall be amended to add the following
7 language: SUPERINTENDENT hereby grants DISTRICT permission to use
8 the BUILDINGS for DISTRICT's educational programs and for no other
9 purposes with the prior written consent of SUPERINTENDENT. DISTRICT
10 shall, at its sole cost and expense, observe in the use of the
11 BUILDINGS all municipal, county, state and federal regulations,
12 ordinances and statutes now in force, or which may hereinafter be in
13 force.

14 6.0 Section 11.0 EQUIPMENT shall be amended to add the following
15 language: During the period DISTRICT occupies the BUILDINGS,
16 DISTRICT may install and operate equipment that is normal for the
17 purposes for which the DISTRICT is using the BUILDINGS. DISTRICT
18 shall remove such equipment from the BUILDINGS upon or prior to the
19 SUPERINTENDENT's occupancy of the BUILDINGS.

20 7.0 Section 13.0 ALTERATIONS shall be amended to add the following
21 language: During the time period DISTRICT occupies the BUILDINGS,
22 DISTRICT shall not make, or permit to be made, any additions or
23 alterations of the BUILDINGS, or any part thereof, without the written
24 consent of SUPERINTENDENT, and any additions to or alterations of said
25 BUILDINGS, when permitted to be made, shall be removed by DISTRICT
26 upon written request by SUPERINTENDENT at the end of DISTRICT's
27 occupancy of the BUILDINGS, and the BUILDINGS shall be restored to the
28 condition it was in at the beginning its occupancy, reasonable wear
and tear excepted.

8.0 Section 16.0 ASSIGNMENT AND SUB-LEASE shall be amended to add the following language: During the time period DISTRICT occupies the BUILDINGS DISTRICT shall not assign their use of the BUILDINGS, or any interest therein, and shall not lease or sublet the BUILDINGS, or any part thereof or any right or privilege appurtenant thereto, or mortgage the leasehold, without the written consent of SUPERINTENDENT. A consent to one assignment or subletting shall not be construed as a consent to any subsequent assignment or subletting. Unless such written consent has been given and obtained, any assignment or transfer, or of any interest therein, either by voluntary or involuntary act of DISTRICT, or by operation of law, or otherwise, may be deemed a breach of this LEASE by DISTRICT at SUPERINTENDENT'S election, any such purported assignment or subletting without such consent, may be deemed by SUPERINTENDENT to be null and void. SUPERINTENDENT'S consent to any such assignment or subletting shall not relieve DISTRICT from any obligations under this LEASE.

9.0 Except as expressly amended herein, said LEASE dated September 1, 2002, shall in all respects be and remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to the LEASE to be executed.

CAPISTRANO UNIFIED SCHOOL
DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

PRINT NAME: _____

PRINT NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: May 15, 2012

This is an ORIGINAL [This space is for recorder's use only]

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CAPISTRANO UNIFIED SCHOOL DISTRICT OF ORANGE COUNTY, CALIFORNIA

By: _____
Joseph M. Farley, Superintendent
Capistrano Unified School District

That he is the Superintendent of CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California;

That he has read the foregoing notice and knows the contents thereof and that the facts stated therein are true.

On _____, 2012, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person 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.

Notary Public in and for said County and State

154

March 5, 2012

Hatem Ibrahim, President
Horizons Construction Company International, Inc.
1173 N. Patt St.
Anaheim, CA 92801

**Subject: Capistrano Unified School District's Formal Notice of Beneficial Occupancy
of the San Juan Hills – Aquatic Center (Bid Package No. 1011-09)**

Mr. Ibrahim,

This letter shall serve as Capistrano Unified School District's (District) formal notification to Horizons Construction Company International, Inc. (HCC) that the District intends to take Beneficial Occupancy of the San Juan Hills – Aquatic Center (Bid Package No. 1011-09), March 5, 2012. It is expressly and mutually understood that there are numerous items on the Punch List (FON No. 193 R-4, dated 3/2/12) that have not been completed and accepted by the District. Understandably the District intends to withhold all permissible retention and/or other funds to protect its rights and remedies in connection with the non-accepted Contract work.

The Contract records (Work Order No. 38, dated 2/3/12) confirm that the Contractual Completion date of Bid Package No. 1011-09 was January 10, 2012. The District is in receipt of HCC's Correspondence No. 306, dated 2/27/12, in which HCC submitted written confirmation notifying the District that HCC had designated February 24, 2012 as the date that the Project was "Substantially Completed except Punch List items."

In an effort to provide HCC a reasonable opportunity to complete the remaining Punch List items and obtain the District's acceptance, the District has elected to grant HCC access to the site until 5:00 pm PST, March 16, 2012. It is expressly understood that HCC will not have access to San Juan Hills High School after this date. All undisputed funds shall be released to HCC pending the District's final review on March 16, 2012, pursuant to Public Contract Code section 7107.

In accordance with General Conditions Article 46, and Public Contract Code section 7107, the District intends to withhold the following amounts in the event that HCC does not complete and obtain the District's final approval for all outstanding Punch List items by March 16, 2012. Furthermore, if Horizons fails to do so, the District intends to promptly and competitively bid and construct all unfinished and non-accepted Punch List items and use any withheld funds to pay for same:

- FON No. 193 R-4 Punch List Items Est. Value \$135,000 x 150% = \$217,500.00
- District's Administrative Costs (Bid Publication, A.O.R., C.M. & I.O.R. Fees)
Estimated bidding and construction period 4 months = \$ 70,000.00
- Liquidated Damages (In accordance with Article 63) -
January 10, 2012 to February 24, 2012 = 45 Calendar Days x \$1,000/cd = \$ 45,000.00
- Total Retention Withholdings = \$332,500.00

The District continues to reserve all its available rights and remedies against all responsible and/or liable persons.

Regards,



Walt Eden

Owner's Representative

Edenco, President

Cc: Tim Holcomb, CUSD
Randy Rowles, CUSD
Terry Fluent, CUSD
John Dacey, Bergman, Dacey, Goldsmith
Shawn Blume, Pinnacle Surety

Change Order Summary Log

Data Date 5/15/12

San Juan Hills High School 30 Meter Pool/School Buildings
DSA# 04-109690

Description	Change Order #18
Original Contract Sum	\$ 3,023,000.00
Net Change by Previous Authorized Requests and Changes	\$ 236,525.00
Contract Sum Prior to this Change Order	\$ 3,259,525.00
Contract Sum Will Be Increased	\$ 8,442.00
New Contract Sum Including this Change Order	\$ 3,267,967.00

EXECUTED OR BOARD SUBMITTED CO'S & EXECUTED WO'S

San Juan High School 30 Meter Pool and Support Buildings

RESPONSIBILITY CODE LOG

Data Date 5/15/2012

TOTAL ORIGINAL CONTRACT VALUE: \$3,023,000.00
 TOTAL CURRENT CONTRACT VALUE: \$3,267,967.00
 \$244,967.00

RESPONSIBILITY CODE	No.	VALUATION	Pending	Percent
Differing Conditions	1	\$24,419.00		0.81%
Errors and Omissions	2	\$37,649.00		1.25%
Value Enhancement	3	\$130,919.00		4.33%
Resolution of Claim	4	\$0.00		0.00%
Required Extra Scope	5	\$127,995.00		4.23%
Optional Extra Scope	6	\$0.00		0.00%
Credit	7	(\$76,015.00)		-2.51%
Other	8	\$0.00		0.00%
Total Approved Change		\$244,967.00		8.10%
Percent Change		\$244,967.00		8.10%

WO = Work Order
 COP = Cost Proposal
 CO = Change Order
 APPWO = Fully Executed Work Order

Change Order	DOCUMENT TYPE	DOCUMENT NUMBER	ORIGIN DATE	DESCRIPTION / TITLE	STATUS	VALUATION	TO PROJECT COMPLETION	RESPONSIBILITY CODE	Pending Code	STATUS Signed (s) Unilateral (u)	DSA Approved	Board Excerpt
C.O. #1	CO	1	04/05/11	Deductive Bid Alternate 1/Bulletin 1		\$120,000.00	5			S		
C.O. #2	CO	2	04/06/11	Health Dept Approval of Pool		\$0.00	5			S		
	WO	1	04/05/11	Added T-bar and Sprinkler Heads		\$7,995.00	5			S		
C.O. #3	WO	2	04/06/11	Revision of SC Article 8		\$0.00	5			S		
	WO	3	05/31/11	Bulletin 4R-1 Surge Tank and Sewer		\$2,520.00	2			S		
	WO	4	06/21/11	Inclement Weather Delay		\$0.00	8			S		
C.O. #4	WO	5	07/11/11	Electrical Pullboxes Credit at East side of		(\$5,860.00)	7			U		
	WO	6	07/11/11	Additional A.C. Paving at Island		\$19,866.00	3			U		
C.O. #5	WO	7	07/11/11	Unforeseen Condition at Musco Pole		\$2,541.00	1			U		
	WO	8	07/11/11	Revised Island Schedule		\$0.00	8			U		
	WO	9	07/11/11	Adjusted Ceiling Height in Bldg. F		\$970.00	2			U		
C.O. #6	WO	10R-1	07/25/11	Corridor Wall Issues		\$2,599.00	2			S		
	WO	11R-1	07/25/11	Landscape Island Irrigation		\$2,264.00	1			S		
	WO	12	07/25/11	Corridor Floor Sealer		\$3,702.00	2			S		
C.O. #7	WO	13	07/25/11	Credit for Solar Pipes		(\$1,430.00)	7			U		
C.O. #8	WO	14	07/25/11	Unforeseen damaged electrical conduit		\$3,835.00	1			U		
	WO	15	07/25/11	Extra Base at Landscape Island		\$1,351.00	2			U		
C.O. #9	WO	16R1	08/12/11	West End Vault		\$1,261.00	1			S		
	WO	17	08/12/11	Overtime Work		\$762.00	3			S		
C.O. #10	WO	18	09/13/11	Emergency Repair Deductive W.O.		(\$34,650.00)	7			U		
	WO	19	09/13/11	District 3" Water Remediation		(\$2,353.00)	7			U		
	WO	20	10/06/11	Remediation of 1 1/2" irrigation lines		(\$4,992.00)	7			U		
C.O. #11	WO	21R1	10/10/11	Credit for Sod		(\$2,480.00)	7			U		
C.O. #12	WO	22R1	10/13/11	Solar Pipe Concealment		\$8,558.00	3			U		
	WO	23R1	10/13/11	Relocate and Reconnect Storm Drain		\$982.00	1			U		
	WO	24	10/25/11	Oct 4-6 Rain Delay		\$0.00	8			S		
	WO	25	11/10/11	North Side Retaining Wall Drains		\$4,632.00	2			S		
C.O. #13	WO	26	11/10/11	Security Fence North of Building J		\$2,587.00	2			S		
	WO	27	11/10/11	11/4/11 and 11/7/11 Inclement Weather		\$0.00	8			S		
	WO	28	11/10/11	Added Rebar Below Slot Drain		\$3,326.00	2			S		
	WO	29	11/10/11	Additional Power at Scoreboard		\$2,483.00	2			S		
	WO	30	11/10/11	Deletion of Site Wall		\$23,676.00	3			S		
C.O. #14	WO	31R1	11/18/11	Enhanced Stadium Landscape Package		\$23,048.00	3			U		
C.O. #15	WO	32R1	12/01/11	Surge Chamber Structural Lid		\$1,282.00	2			U		
	WO	33R1	12/01/11	Additional Trench Drain and Palms		\$8,293.00	3			U		
C.O. #16	WO	34	12/08/11	Light Fixtures and Concrete		\$15,824.00	3			S		
	WO	35	12/19/11	Additional 3" of Pool Deck		\$5,359.00	3			S		
	WO	36	02/03/12	Deduct Site Light Poles and Fixtures		(\$16,700.00)	7			S		
	WO	37	02/03/12	Fire Sprinkler Bell, Stripping		\$3,650.00	2			S		
	WO	38	02/03/12	Remobilization for Pool Deck Work		\$5,094.00	1			S		
	WO	39	02/03/12	Pool Deck Gates		\$24,817.00	3			S		
CO #17	WO	40	02/22/12	Ceramic Cove Changing Rooms		\$8,547.00	2			S		
	WO	41	02/22/12	Health Dept Temp Fence, Delete Scrub		\$716.00	3			S		
	WO	42	03/21/12	Deduction of Fire Riser Cage		(\$500.00)	7			S		
	WO	43	03/21/12	Deductive Punch List Items		(\$7,050.00)	7			S		
CO #18	WO	44	04/04/12	Close Out Items		\$8,442.00	1			S		



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: 1011-09 -- SJHHS 30 Meter Pool/Support Building
Contract Number: 1011-09

Purchase Order No. :
DSA Number: A04-109690

CHANGE ORDER

To: Horizons Construction Co. Int'l, Inc.
1173
Anaheim, CA 92801

Change Order No. : 00018
Date: 5/10/2012

Title: Change Order 18

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
00001		0	\$3,096.00

Work Order #44: Due to existing, unforeseen, utilities mounted to the Building F, Weight Room, wall called out to be removed in its entirety, additional bracing was detailed in the response to RFI #30, dated 5/9/2011, to allow partial removal of the wall.

00002		0	\$5,346.00
-------	--	---	------------

Work Order #44: Pursuant to WO #30 and FCD #8, HCC provided a credit of (\$7,500.00) for the deletion of the chain link fencing called out to be installed on the interior security, CMU wall. HCC provided the attached information that the material for the fencing had previously been purchased and shall be delivered to the Project site on 4/6/2012. The previously accepted/provided credit of (\$7,500.00) is therefore revised and reduced to (\$2,154.00), resulting in an additional cost of \$5,346.00.

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District. b6-c-

The Original Contract Sum was	\$3,023,000.00
Net Change by Previously Authorized Requests and Changes	\$236,525.00
The Contract Sum Prior to This Change Order was	\$3,259,525.00
The Contract Sum Will be Increased	\$8,442.00
The New Contract Sum Including This Change Order	\$3,267,967.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	1/10/2012

	Signature	Date
CUSD - Joe Farley		
Owner's Representative		5/11/12
Contractor		5/14/12
Architect of Record		5/11/12
Inspector of Record		5/11/12



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: 1011-09 -- SJHHS 30 Meter Pool/Support Building
Contract Number: 1011-09

DSA Number: A04-109690

WORK ORDER

To: Horizons Construction Co. Int'l, Inc.
1173
N. Patt St.
Anaheim, CA 92801

Work Order No. : 00044
Date: 4/3/2012

Title: Work Order #44

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

Pursuant to Field Observation Report #207R1 dated 3/28/2012, Horizons Construction Co. (HCC) provided the attached documentation for Change Order Request (COR) #19 and Work Order (WO) #30 on 3/30/2012. The District met with HCC on 4/2/2012 to reconcile the additional information. Due to existing, unforeseen, utilities mounted to the Building F, Weight Room, wall called out to be removed in its entirety, additional bracing was detailed in the response to RFI #30, dated 5/9/2011, to allow partial removal of the wall. See Attachment "A". Cost for the bracing is \$3,096.00.

Pursuant to WO #30 and FCD #8, HCC provided a credit of (\$7,500.00) for the deletion of the chain link fencing called out to be installed on the interior security, CMU wall. HCC provided the attached information that the material for the fencing had previously been purchased and shall be delivered to the Project site on 4/6/2012. The previously accepted/provided credit of (\$7,500.00) is therefore revised and reduced to (\$2,154.00), resulting in an additional cost of \$5,346.00. See Attachment "B".

As such, the District determined the credit and additional cost with these changes and negotiated the full and final total with HCC in the amount noted below.

Item	Description	Amount
00001		\$8,442.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. the amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: 1011-09 -- SJHHS 30 Meter Pool/Support Building
Contract Number: 1011-09

DSA Number: A04-109690

WORK ORDER

To: Horizons Construction Co. Int'l, Inc.
1173
N. Patt St.
Anaheim, CA 92801

Work Order No. : 00044
Date: 4/3/2012

Title: Work Order #44

COST:

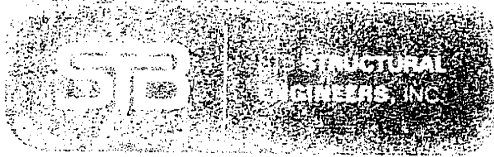
- ☒ Lump Sum **\$8,442.00** ☐ Not To Exceed _____
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices

TIME:

- ☒ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at _____ days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: _____ Days: _____
- ☐ The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		4/4/12
Owner's Representative		4/4/12
Contractor		4/4/12
Architect of Record		4/4/12
Inspector of Record		4/4/12

Page 2 of 2



ATTACHMENT "A"

21084 Bake Parkway, Suite 100
Lake Forest, CA 92630
Ph: 949-599-0320 Fax: 949-599-0325
Email: mail@stbse.com

4/3/12

JOB NAME: SJHAS-ATHLETIC IMPROV. JOB NO: 18-026-A

CLIENT: PJHM DATE: 05-10-11

TIME: _____

RECORD OF:

WITH TO:

☒ PHONE CONVERSATION

CHRISTIAN CACHRAN

☐ MEETING

COMPANY: PJHM

☒ MEMO

SUBJ: DETAIL OF CUT OFF STUDS

EXISTING ROOF DECK

L4x4x18 GA x 1'-6"
W/ 4-#8 SHEET
METAL SCREWS (SMS)

NEW 302S137-33
[3 5/8 x 3/8 x 20 GA]
STUD BRACE @ 48" o/c

NEW L4x4x18 GA CANT
W/ #8 SMS @ 12" o/c
EA LEG.

(N) 18 GA TRACK

EXISTING
STUDS

DISTRIBUTION:

FAVORITE: PJHM

1 OF 2

FAX/MAIL: _____

FAX/MAIL: _____

BY: Bill Blyden

G:\FORMS\Phone Confirmation

C.O.R. #19

**CAL - UNITED
CONSTRUCTION GROUP**

GENERAL CONTRACTING

STATE LIC # 846095

Date: Sep 07, 2011

Project: San Juan Hills High School

PROPOSAL NO. 2

Horizons Construction Co. Int'l, Inc.
Phone 714-563-1600
Proposal Change Order for

Additional wall bracing requested by Architect per sketch "A" issued 5/10/11 Detail to
cut off Studs and response to RFI # 30

Journeyman 64 Hr @ \$ 65.00 Per Hour

~~\$4,160.00~~
 $2 \text{ MEN} \times 8 \text{ hrs} \times 2 \text{ Days} \times \$65/\text{hr} \Rightarrow \$2,080$

Material and Taxes :

Stud brace, Metal Screws, plus pick & delivery
Equipment:

\$600.00 ✓ O.K.

Scissor lift ~~\$240 x 2 days~~ REQUIRED FOR FULL HT. ~~\$480.00~~
Concrete Pump (Partially) CONTRACT DEMO SCOPE \$00.00
Washed Out Bin (Partially) DEMO ENTIRE \$00.00
Trash Bin (Partially) WALL = CONTRACT WORK \$80.00

Subtotal: \$5,320.00

Equipment Markup 15% \$798.00

~~Total: \$6,118.00~~

Thank you,
Manal Nofal
Cal-United Construction Group

SUBTOTAL COST — 2,080.00

SUB. CONTRACTOR FEE — 268.00
10% +

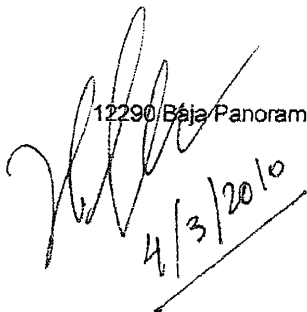
2,948.00

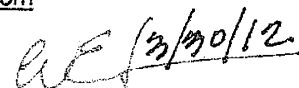
G.C. 5% FEE + 148.00

G.C. FULL & FINAL — \$3,096.00

12290 Baja Panorama • Santa Ana, CA 92705 • Phone (714) 348-1563 • Fax (714) 206-0990

E-mail address: calunitedgrp@yahoo.com


4/3/2010


3/30/12

2 OF 2



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Attachment "B"

Project: 1011-09 -- SJHHS 30 Meter Pool/Support Building

Contract Number: 1011-09

DSA Number

4/3/2012

WORK ORDER

To: Horizons Construction Co. Int'l, Inc.
1173
N. Patt St.
Anaheim, CA 92801

Work Order No. : 00030

Date: 11/8/2011

Title: Deletion of Site Wall

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

Pursuant to a jobwalk with the Architect and the Owner's Representative it was determined that the deletion of the secondary northern site wall and the addition of pool site security lighting would be of great benefit to the students of San Juan Hills High School, (Refer to attached FON 146 dated 11/3/11). The deletion of the aforementioned site wall would increase the pool deck size by approximately 2000 S.F. providing additional space for swim meets, water polo matches, seating for fans, and other school pool activities. As such, the District determined the credit and additional cost and non compensable time extension associated with these changes and negotiated the full and final total with the contractor in the amount noted below. The contractual completion date will be extended 30 calendar days for this work from Nov. 21, 2011 to the revised completion date to December 21, 2011.

Item	Description	Amount
00001		\$23,676.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. the amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☒ Lump Sum **\$23,676.00** ☐ Not To Exceed _____
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices

TIME:

- ☐ No Change ☐ Time Impact Unknown ☒ Impact to Contract completion is estimated at **30** days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		11/10/11
Owner's Representative		11/10/11
Contractor		11/10/2011
Architect of Record		
Inspector of Record		11/10/11

W.O. # 030
Itemized Back-up
DATA DATE: 11/07/2011

ITEM NO.	CUSO	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1		Provide Labor and Material for 2 courses x 181 L.F. @eastern radius wall Labor and Material (L.S.) = \$500				\$ 500.00
2		Provide Labor and Material for 10 L.F. x 10' High Vinyl Coated Fence 10 L.F. x \$100/L.F. = \$1000				\$ 1,000.00
3		Provide Labor and Material for ADA Gates 36" x 6' Vinyl Coated 2 gates x \$1500/Gate = \$3000				\$ 3,000.00
4		Provide Labor and Material for 28' High Vinyl Coated (Brown) 20' long chain link fence at both the Eastern and Western Radius 40 L.F. x \$50/L.F. = \$2,000				\$ 2,000.00
5		Relocate Two Electrical Pedestals A and F North Approximately 10' Labor and Material (L.S.) = \$2,000				\$ 2,000.00
6		Relocate Three Shower Trees Add 30 L.F. Copper Supply Labor and Material (L.S.) = \$750				\$ 750.00
7		Provide Labor and Material for 20 L.F. x 10' Wrought Iron Fence at Western Exit				\$ 13,000.00
8		Provide (1) 36" x 8" W.I. gate with Panic Hardware at Western Exit 1 gate x \$3000				\$ 3,000.00
9		Provide 400 S.F. 5" Concrete w #4 at 16" o.c. 400 S.F. x 75/L.F. = \$3000				\$ 2,800.00
10		Provide 80 L.F. 6" x 8" wide concrete curb 80 L.F. x \$6.00/L.F. = \$480				\$ 480.00
11		Relocate and remove existing 10' Fence x 10 L.F. at player ramp entrance Labor and Material (L.S.) = \$1500				\$ 1,500.00
12		Provide 10 sconces at Building "K" Labor, Conduit and Cabling \$300/sconce x 10 sconces = \$3000 Material/Light Fixtures \$600/sconce x 10 sconces = \$6000	\$ 6,000.00		\$ 3,000.00	\$ 9,000.00
13		Provide 5 downlights at Building K Labor, Conduit, and Cabling \$300/downlight x 5 downlights = \$1500 Material/Light Fixtures \$200/Fixture x 5 Light Fixtures = \$1000	\$ 1,000.00		\$ 1,500.00	\$ 2,500.00
14		Provide 4 Light Pole Footings Labor and Material \$750 x 4/Light Pole Footings = \$3000				\$ 3,000.00
15		12ft Light Standards (includes tax and delivery) 4/Light Standards x \$3000 = \$12000	\$ 12,000.00			\$ 12,000.00
16		Set 4 Pole lights and fixtures to Bldg. K Pull Box and 2" Conduit Material = \$750 Labor 2 men x 3 days x 8hrs x \$65/hr = \$3120	\$ 750.00		\$ 3,120.00	\$ 3,870.00
17		6" SDR 35 Storm Drain Line 130 L.F. 7 (20' length) x \$70/length = \$490 Labor 2 men x 4hrs x \$55 = \$520 Misc Fitting = \$90	\$ 580.00		\$ 520.00	\$ 1,100.00
18		Trench Drain 6" w x 106 L.F. +/- Stainless Steel \$42/L.F. x 106 L.F. = \$4452 Labor 2 men x 8hrs. X \$65hr = \$1040	\$ 4,452.00		\$ 1,040.00	\$ 5,492.00
19		Landscape enhancement to Bldg. K and Visitor Bleacher western slope Material \$6400 (L.S.) Labor 3 men x 2 days x 8hrs x \$65/hr = \$3120	\$ 6,400.00		\$ 3,120.00	\$ 9,520.00

Subtotal Add	\$	76,512.00
10% Fee	\$	7,651.20
Subtotal	\$	84,163.20
5% GC/Ins. Fee	\$	4,208.16
Net Add	\$	88,371.35

[illegible]

Subtotal Credit	\$	64,695.00
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Net Add	\$	88,371.35
Net Credit	\$	(64,695.00)

FULL AND FINAL TOTAL*	\$	23,676
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Sealed to order only

Horizon Construction
Attn: Joe Calderon

From: Econo Fence Inc.
Tim Castor, Project Manager

San Juan Hills HS

Reference: Deduct 95' of 6' high brown chain link on wall.

Materials:

- 2 3/8" X 8' line posts w/fittings	(9) ea.	@ \$ 32.72 ea.	\$ 294.48
- 2 7/8" x 8' end posts w/fittings	(2) ea.	@ \$ 53.12 ea.	\$ 106.24
- 1 5/8" sch 40 top rail w/fittings	95' l/f	@ \$ 2.00 l/f	\$ 190.00
* 6' high, 9 core 8 finish, brown, 1" mesh chain link fabric is a special order item and cannot be returned. *			
			Sub Total: \$ 590.72
			Tax: \$ 45.78

PROVIDE 95' L.F. 6' HIGH
FENCE TO DISTRICT.

Total Materials: \$ 636.50

Equipment:

- 2 1/2 Ton Crew Truck (set posts in wall)	(5) hrs.	@ \$ 25.00 per hour	\$ 125.00 ✓
- 2 1/2 Ton Crew Truck (frame/stretch/tie)	(5) hrs.	@ \$ 25.00 per hour	\$ 125.00 ✓

Total Equipment: \$ 250.00

Labor:

- Foreman (set posts in wall)	(4) hrs.	@ \$ 46.00 per hour	\$ 184.00
- Foreman (frame/stretch/tie)	(4) hrs.	@ \$ 46.00 per hour	\$ 184.00
- Laborer (frame/stretch/tie)	(4) hrs.	@ \$ 46.00 per hour	\$ 184.00

Drive Time:

- Foreman	(2) hrs.	@ \$ 25.00 per hour	\$ 50.00
- Laborer	(2) hrs.	@ \$ 17.00 per hour	\$ 34.00

100 hrs x \$65/hr ⇒ 1,040

Total: \$ 636.00
Taxes & Insurance: \$ 228.96 ✓

Total Labor: \$ 864.96

SUB-TOTAL: \$ 1,751.46
OVERHEAD & PROFIT @ 5%: \$ 87.58

(# 2,154.00)
CREDIT

GRAND TOTAL DEDUCT : <\$ 1,839.04>

PER CONVERSATION WITH TIM, THE MATERIAL IS AT HIS WAREHOUSE AND
WILL DELIVER IT TO THE JOB SITE.

7,500 — Credit Taken on W.O. #30
(# 2,154) — Re VARD Credit Per: 7/30/12 Owner's Review

5,346.00 — Revised Cost Due to HCC

WEA 7/30/12 CONTRACTOR TO
DELIVER RAILING,
FENCING ETC. TO
DISTRICT 24: 4/6/12

Change Order Summary Log

CVHS Performing Arts Theater

DSA# 04-110424

Data Date 5/17/12

Description	Change Order #8
Original Contract Sum	\$ 11,975,007.00
Net Change by Previous Authorized Requests and Changes	\$ 158,711.00
Contract Sum Prior to this Change Order	\$ 12,133,718.00
Contract Sum Will Be Increased	\$ 43,263.00
New Contract Sum Including this Change Order	\$ 12,176,981.00

EXHIBIT 26

Data Date 5/16/12

TOTAL ORIGINAL CONTRACT VALUE:	\$11,975,007.00
TOTAL CURRENT CONTRACT VALUE:	\$12,176,981.00
	\$201,974.00
	\$12,176,981.00

WO = Work Order
COP = Cost Proposal
CO = Change Order
APPWO = Fully Executed Work Order

RESPONSIBILITY CODE	No.	VALUATION	Pending	Percent
Diffing Conditions	1	\$99,708.00		\$0.00
	2	\$52,071.00		\$0.00
Errors and Omissions	3	\$53,745.00		\$0.00
Value Enhancement	4	\$0.00		\$0.00
Resolution of Claim	5	\$0.00		\$0.00
Required Extra Scope	6	\$0.00		\$0.00
Optional Extra Scope	7	(\$3,550.00)		\$0.00
Credit	8	\$0.00		\$0.00
Other				\$0.00
Total Approved Change		\$201,974.00		\$0.00
Percent Change		1.69%		1.69%
		\$201,974.00		0.00%

[illegible]



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

Purchase Order No. :
DSA Number: 04-110424

CHANGE ORDER

To: EDGE Development, Inc.
27368
Temecula, CA 92590

Change Order No. : 00008
Date: 5/16/2012

Title: Change Order #8

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
WO #29	Differing Conditions	0	\$3,373.00
Item 1) Due to a Concrete Masonry Unit pilaster reinforcing bar conflict with the embed layout it was necessary to adjust the nelson studs in order to install embed plates at the required 24" on center spacing, (Refer to Attachment "A" dated 3/29/12). Item 2) The contractual documents did not contemplate reinforcing bar tie-in of the concrete beam connections to the Masonry wall at 4 locations. Therefore it was necessary to add reinforcing bar at the 4 locations, (Refer to Attachment "B" dated 3/29/12).			
WO #30	Value Enhancement	0	\$2,108.00
In order to ensure the timely delivery of the MSBD switchboard and Distribution Panel DP-1 for the Summer 2012 Electrical Cutover it was mutually agreed by the District and the Contractor to split the cost of storage for the equipment in a bonded warehouse.			
WO #31	Value Enhancement	0	\$9,523.00
During the District's ongoing efforts to review and coordinate the construction documents, it was discovered that the contract documents did not contemplate roof walk pads for maintenance personnel to utilize while servicing the roof top units. Therefore, the Architect of Record issued Bulletin #2 dated 11/3/11 adding roof walk pads adjacent to the rooftop equipment, (Refer to Attachment "A" dated 4/3/12).			
WO #32	Value Enhancement	0	\$3,698.00
In an effort to ensure timely completion of the installation of the hollow metal door frames in the Concrete Masonry Unit (CMU) walls the District elected to split the cost with the Contractor to expedite delivery of the CMU frames. Additionally five door heights were revised in the submittal process by the Architect of Record in order to accommodate dimension requirements, (Refer to Attachment "A" dated 4/9/12). As such, the District determined the additional costs and negotiated with the Contractor the full and final total in the amount noted below.			
WO #33	Value Enhancement	0	\$14,588.00
Item 1) Pursuant to the Architect of Record's SKF-001 it was determined that relocating the HMI panel to the dimmer control room would shorten the underground feeder run to the Elevator room which reduced the cost that was necessary to add circuits to the HMI Panel in order to accommodate power requirements for the elevator, (Refer to Attachment "A" dated 4/10/12). Item 2) Pursuant to the issuance of Bulletin #2 it was necessary to revise and augment the lighting in the lobby area in order to provide the new ceiling height, (Refer to Attachment "B" dated 4/10/12). Additionally, the fire alarm wiring and power for 4 fire smoke dampers was added in order to coordinate with the mechanical plans, (Refer to Attachment "C" dated 4/10/12). As such the District determined the additional cost and negotiated with the Contractor the full and final total in the amount noted below.			



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1011-11 CVHS Performing Arts Theater

Purchase Order No. :

Contract Number: 1011-11

DSA Number: 04-110424

CHANGE ORDER

Item	Responsibility Code	Days	Change Amount
WO #34	Errors and Omissions	0	\$9,973.00

During the District's ongoing efforts to review and coordinate the construction documents it was discovered that the contract documents reflected a 7' 2nd Floor Mezzanine Lobby Ceiling height. This height did not provide the required clearance between the 2nd Floor Mezzanine Lobby and the Roof Framing. As such, the Architect of Record issued Bulletin #2 dated 11/3/11 raising the roof framing 16" within the building envelope, thus providing the appropriate head clearance in the 2nd Floor Mezzanine Lobby Area. Raising the 2nd Floor Lobby Ceiling required the height of Windows type O and N located in the Mezzanine to raise from 6'-8" to 8'-6", (Refer to Attachment "A" dated 4/16/12).

WO #35	Other	3	\$0.00
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The District has reviewed the full scope of information available and has determined that the project critical path was in fact impacted by the inclement weather delay on April 11th and April 13th, 2012, (Refer to IOR Dailies Attachments "A", and "B" dated 4/23/12). As a result, the District is issuing Work Order #35 extending the overall project completion by 1 working day as a non-compensable inclement weather day in accordance with General Article 63, adjusting the completion date from Friday 2/08/2013 to Monday 2/11/2013 5pm P.S.T. This mutually agreed extension specifically, and only, applies to the final project completion date and does not impact any of the other interim milestone dates in the project, as none of these other milestone dates were, in any way, impacted by the inclement weather on April 11th and 13th, 2012. Therefore Primavera will add 3 calendar days to reflect a completion date of 2/11/2013.

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

The Original Contract Sum was	.....	\$11,975,007.00
Net Change by Previously Authorized Requests and Changes	.....	\$158,711.00
The Contract Sum Prior to This Change Order was	.....	\$12,133,718.00
The Contract Sum Will be Increased	.....	\$43,263.00
The New Contract Sum Including This Change Order	.....	\$12,176,981.00
The Contract Time Will be Increased	.....	3 days
The Date of Substantial Completion as of this Change Order Therefore is	...	2/11/2013

Signature	Date
CUSD - Joe Farley	
Owner's Representative	5/10/12
Contractor	5/16/12
Architect of Record	5.16.2012
Inspector of Record	5/10/2012

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: EDGE Development, Inc.
27368
Via Industria
Temecula, CA 92590

Work Order No. : 00029
Date: 3/29/2012

Title: Embeds and Connection Details

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

Item 1) Due to a Concrete Masonry Unit pilaster reinforcing bar conflict with the embed layout it was necessary to adjust the nelson studs in order to install embed plates at the required 24" on center spacing. (Refer to Attachment "A" dated 3/29/12). Item 2) The contractual documents did not contemplate reinforcing bar tie-in of the concrete beam connections to the Masonry wall at 4 locations. Therefore it was necessary to add reinforcing bar at the 4 locations, (Refer to Attachment "B" dated 3/29/12). As such, the District determined the additional costs and negotiated the full and final cost with the Contractor in the amount noted below.

Item	Description	Amount
00001		\$3,373.00

Proposal Details:

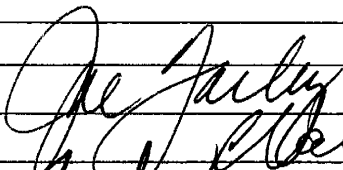
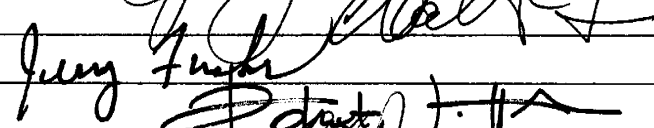
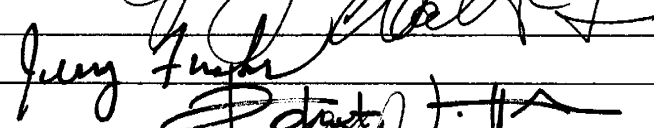
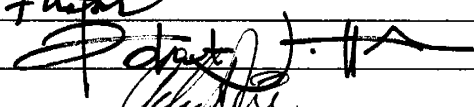
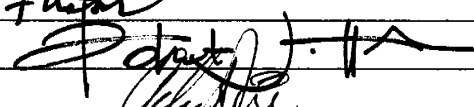
It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☒ Lump Sum **\$3,373.00** ☐ Not To Exceed _____
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices

TIME:

- ☒ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at _____ days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		3/30/12
Owner's Representative		3/29/12
Contractor		3-29/12
Architect of Record		3/29/12
Inspector of Record		3/29/12

Capistrano Valley Performing Arts Theater BID # 1011-11

W.O. #029

REVIEW

DATA DATE: 3/29/12

Embeds and Connections Details

Refer to Attachment "A", "B", & "C" Dated 3/29/12

Add

ITEM NO.	DESCRIPTION	Rental Equipment	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Provide labor and material to adjust nelson studs due to pilaster reinforcing bar conflict with embed plate layouts at Gridline C 2 men x 4 hrs x \$60/hr. = 480 x 4 locations = \$1920 Welding Material and Equipment \$400 Lump sum		\$ 400	\$ 1,920	\$ 2,320
2	Provide Labor and Material to install #6 reinforcing bar at east and west end of 2 concrete beam tie-in connections at Concrete Masonry Unit wall. 4 connections x \$150 per connection = \$600				\$ 600

Subtotal Add \$ 2,920.00

Subtotal Add \$ 2,920.00

10% Sub Fee \$ 292.00

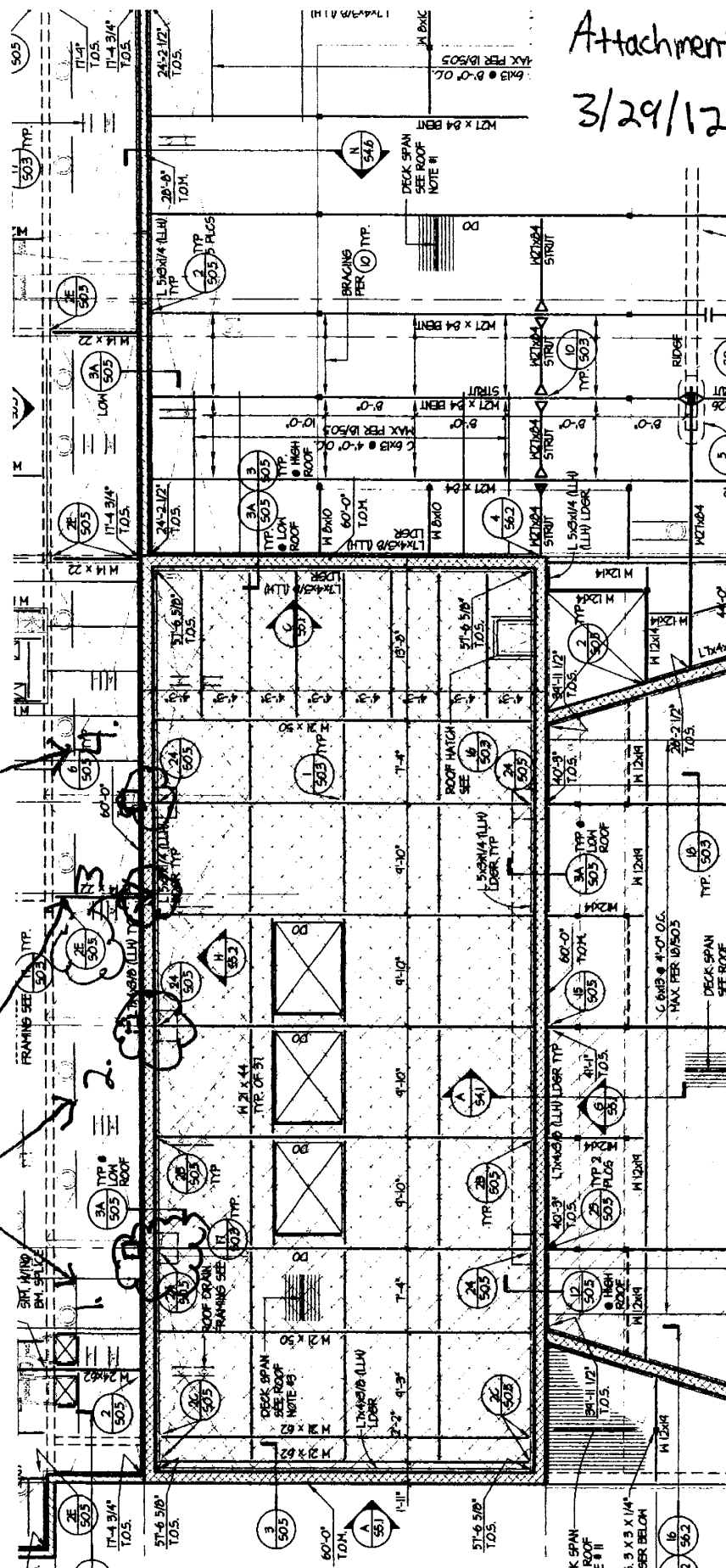
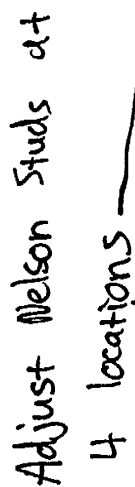
Subtotal \$ 3,212.00

5% G.C./Ins. Fee \$ 160.60

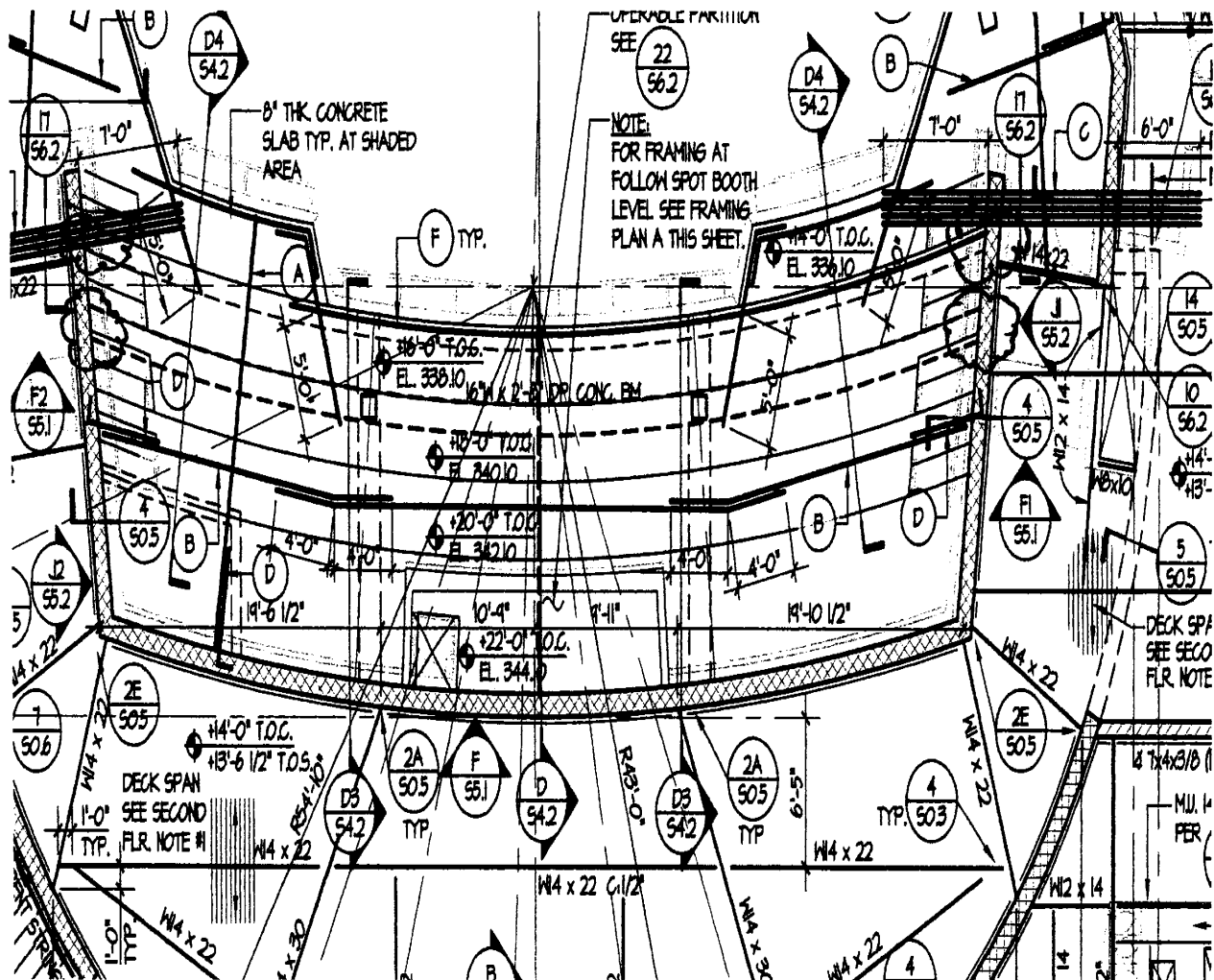
FULL AND FINAL TOTAL * \$ 3,373

*Rounded to nearest dollar

3/29/12

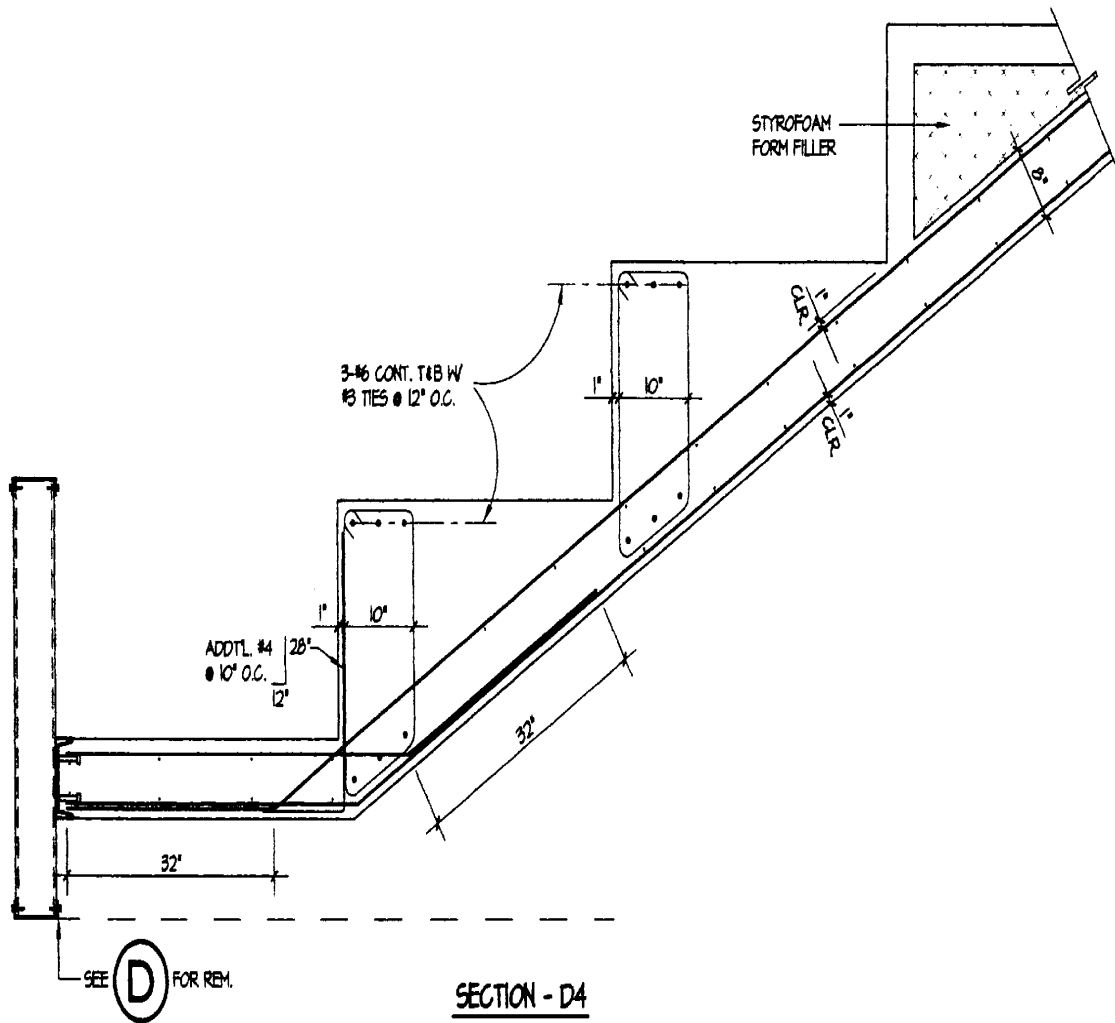


Install Rebar at 4 locations per section D4 on sheet S4.2 (refer to Attachment "C")



52.2

Attachment "C"
3/29/12





Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: EDGE Development, Inc.
27368
Via Industria
Temecula, CA 92590

Work Order No. : 00030
Date: 3/29/2012

Title: Bonded Warehouse

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

In order to ensure the timely delivery of the MSBD switchboard and Distribution Panel DP-1 for the Summer 2012 Electrical Cutover it was mutually agreed by the District and the Contractor to split the cost of storage for the equipment in a bonded warehouse. As such, the District determined the additional costs and negotiated the full and final cost with the Contractor in the amount noted below.

Item	Description	Amount
00001		\$2,108.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☒ Lump Sum **\$2,108.00** ☐ Not To Exceed _____
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices

TIME:

- ☒ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at _____ days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: _____ Days: _____
- ☐ The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		3/30/12
Owner's Representative		3/29/12
Contractor		3-29-12
Architect of Record		3/29/12
Inspector of Record		3/29/12

Capistrano Valley Performing Arts Theater BID # 1011-11

W.O. # 030

REVIEW

DATA DATE: 3/29/12

Bonded Warehouse

Add

ITEM NO.	DESCRIPTION	Rental Equipment	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	District 50% participation fee to Store the Main Distribution Switchboard and Distribution Panel in a bonded warehouse for 30 days to ensure timely delivery of critical equipment. Storage Fee: MSDB and Distribution Panel for 30 days = \$1825 (includes redelivery fee)				\$1,825
Subtotal Add					\$ 1,825.00
Subtotal Add					\$ 1,825.00
10% Sub Fee					\$ 182.50
Subtotal					\$ 2,007.50
5% G.C./Ins. Fee					\$ 100.38
FULL AND FINAL TOTAL *					\$ 2,108

*Rounded to nearest dollar



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: EDGE Development, Inc.
27368
Via Industria
Temecula, CA 92590

Work Order No. : 00031
Date: 4/3/2012

Title: Roof Walk Pads

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the District's ongoing efforts to review and coordinate the construction documents, it was discovered that the contract documents did not contemplate roof walk pads for maintenance personnel to utilize while servicing the roof top units. Therefore, the Architect of Record issued Bulletin #2 dated 11/3/11 adding roof walk pads adjacent to the rooftop equipment, (Refer to Attachment "A" dated 4/3/12). As such, the District determined the additional costs and negotiated the full and final cost with the contractor in the amount noted below.

Item	Description	Amount
00001		\$9,523.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☒ Lump Sum **\$9,523.00** ☐ Not To Exceed _____
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices

TIME:

- ☒ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at _____ days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: _____ Days: _____
- ☐ The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule

	Signature	Date
CUSD - Joe Farley		4/4/12
Owner's Representative		4/4/12
Contractor		4/4/12
Architect of Record		4/4/12
Inspector of Record		4/4/12

Capistrano Valley Performing Arts Theater BID # 1011-11

W.O. #031

REVIEW

DATA DATE: 4/3/12

Bulletin #2 Roof Walk Pads

Refer to Attachment "A" Dated 4/3/12

Add

ITEM NO.					
CUSD	DESCRIPTION	Rental Equipment	MATERIAL	LABOR	SUB TOTAL
1	Provide Labor and Material to install additional Roof Walk Pads as noted in Bulletin #2. 435 L.F./Roof Walk Pad, divided by 3'/Roof Pad . = 145 Roof Pads Material: 145(3'x3' pads) x \$31ea(taxes included). = \$4495 Labor: 2 men x 20hrs. x \$60 = \$2400 Crane to load roof: 1 day = \$1000 Roof Mastic = \$350	\$ 1,000.00	\$ 4,845	\$ 2,400	\$ 8,245
Subtotal Add					\$ 8,245.00
Subtotal Add					\$ 8,245.00
10% Sub Fee					\$ 824.50
Subtotal					\$ 9,069.50
5% G.C./Ins. Fee					\$ 453.48
FULL AND FINAL TOTAL *					\$ 9,523

*Rounded to nearest dollar

SOUTHERN
CALIFORNIA
863 Rochester Ave.
Suite 100
Reno, CA 95701
California 91730-0728
Tel: 909-587-0909
Fax: 909-580-9880

WLC
Architects, Inc.
ARCHITECTS, INC. REGISTERED

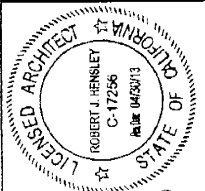
CAPISTRANO VALLEY
PERFORMING ARTS THEATER
MISSION VIEJO, CA

DRAWN: WLC
CHECKED: WLC
DATE: 11/03/11
SCALE: 1/16"=1'-0"
JOB NO.: 08140.53

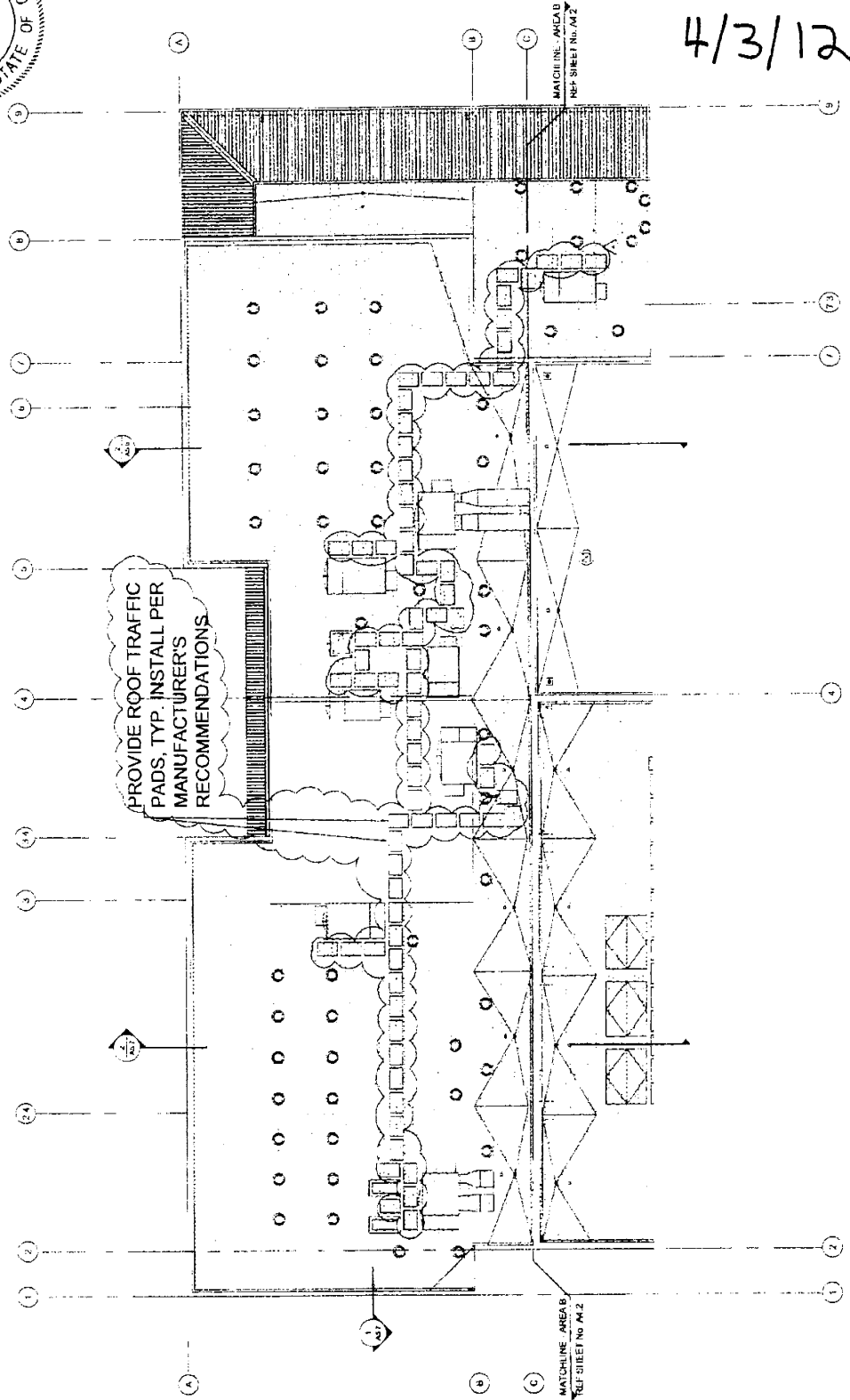
IB2-01

Attachment "A"

4/3/12



FOR ADDITIONAL INFORMATION
REFERENCE DRAWING A4.2



ROOF PLAN - AREA A

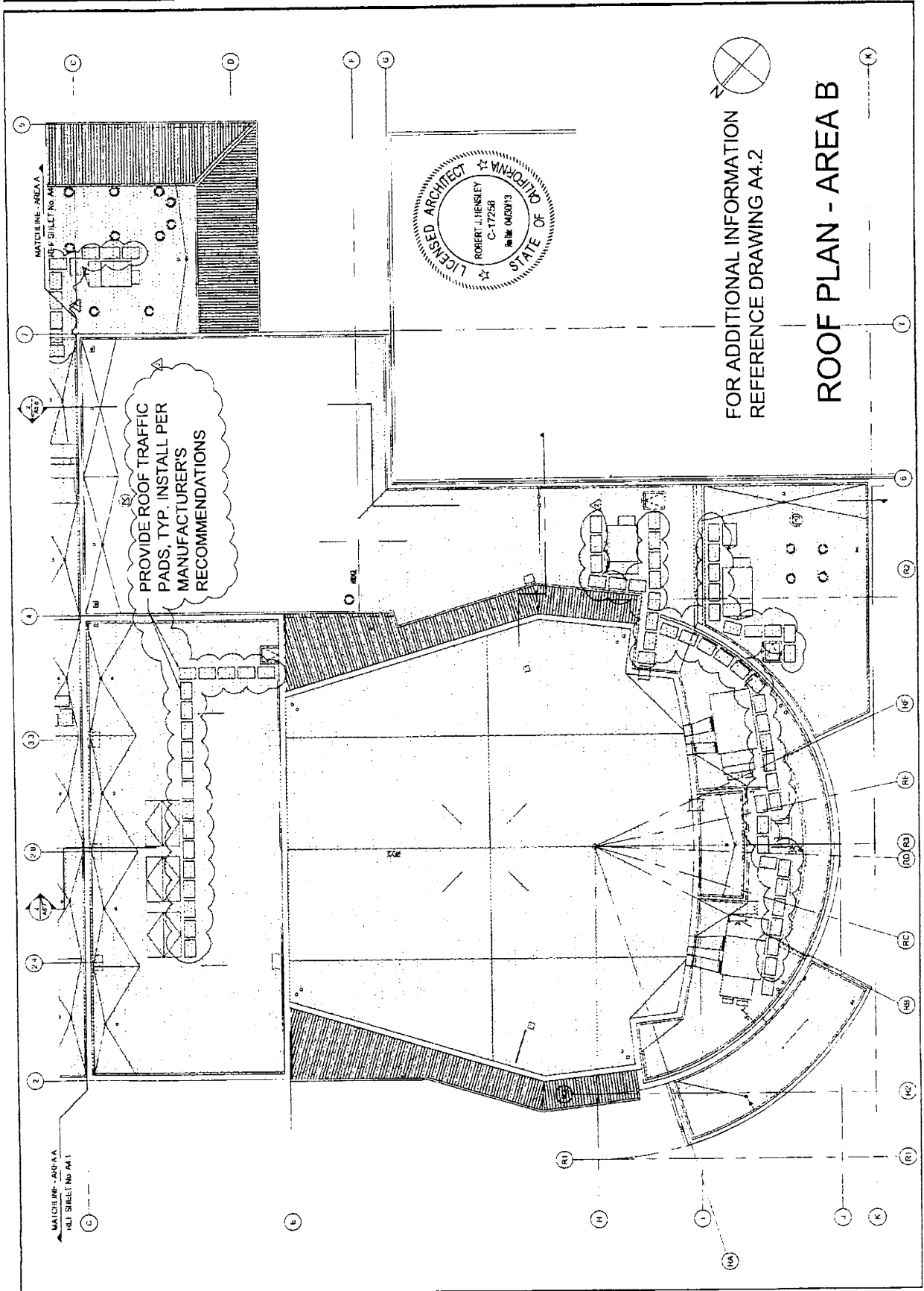
SOUTHERN
CALIFORNIA
8:63 Rochester Ave,
Suite 100
Rancho Cucamonga
California 91730-0729
Tel: 909-987-0909
Fax: 909-980-9990

WFC
Architects, Inc.
ARCHITECTS - PLANNERS - ENGINEERS

CAPISTRANO VALLEY
PERFORMING ARTS THEATER
MISSION VIEJO, CA

DRAWN: WLC
CHECKED: WLC
DATE: 11/03/11
SCALE: 1/16"=1'-0"
JOB NO.: 08140.53

IB2-02





Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: EDGE Development, Inc.
27368
Via Industria
Temecula, CA 92590

Work Order No. : 00032
Date: 4/9/2012

Title: Expedited Door Frames

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

In an effort to ensure timely completion of the installation of the hollow metal door frames in the Concrete Masonry Unit (CMU) walls the District elected to split the cost with the Contractor to expedite delivery of the CMU frames. Additionally five door heights were revised in the submittal process by the Architect of Record in order to accommodate dimension requirements, (Refer to Attachment "A" dated 4/9/12). As such, the District determined the additional costs and negotiated with the Contractor the full and final total in the amount noted below.

Item	Description	Amount
00001		\$3,698.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☒ Lump Sum **\$3,698.00** ☐ Not To Exceed _____
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices.

TIME:

- ☒ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at _____ days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: _____ Days: _____
- ☐ The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		4/20/12
Owner's Representative		4/11/12
Contractor		4/11/12
Architect of Record		4.11.2012
Inspector of Record		4-11-12

Capistrano Valley Performing Arts Theater BID # 1011-11

W.O. # 032

REVIEW

DATA DATE: 4/9/12

Expedited Door Frames and Revised Door Heights

Refer to Attachment "A" Dated 4/9/12

Add

ITEM NO.					
CUSD	DESCRIPTION	Rental Equipment	MATERIAL	LABOR	SUB TOTAL
1	Fee to split and expedite delivery of door frames for the Cement Masonry Unit walls Expedite Fee with sales tax included : \$2000 Lump Sum				\$ 2,000
2	Door A101A and Door A119A were revised in submittal review to Door Elevation FG2 2 doors x \$250/per upgrade = \$500				\$ 500
3	Door heights for doors A130A, A130B & A135A were revised in submittal review: 3 doors x \$233/per upgrade = \$702				\$ 702.00
Subtotal Add					\$ 3,202.00
Subtotal Add					\$ 3,202.00
10% Sub Fee					\$ 320.20
Subtotal					\$ 3,522.20
5% G.C./Ins. Fee					\$ 176.11
FULL AND FINAL TOTAL*					\$ 3,698

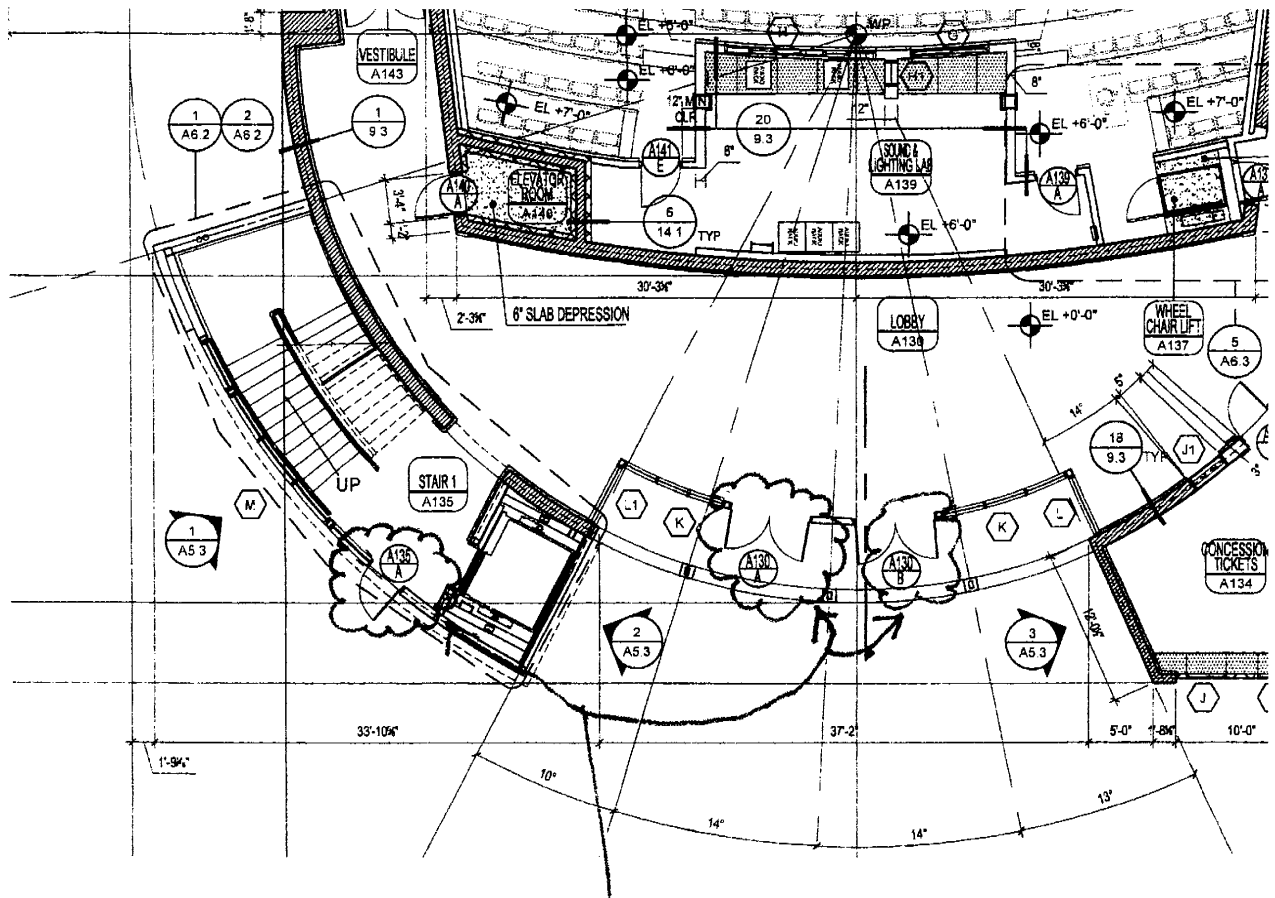
*Rounded to nearest dollar

4/9/12

ATCHLINE - AREA B
F SHEET No. A2.2

6' x 84' = 16 Galv'
revised to Door Elevation FG2

page 1 of 2



Change Door Heights to 7'-10"

Sheet A2.2.



Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: EDGE Development, Inc.
27368
Via Industria
Temecula, CA 92590

Work Order No. : 00033
Date: 4/10/2012

Title: HMI Panel and Light Fixtures

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

Item 1) Pursuant to the Architect of Record's SKF-001 it was determined that relocating the HMI panel to the dimmer control room would shorten the underground feeder run to the Elevator room which reduced the cost that was necessary to add circuits to the HMI Panel in order to accommodate power requirements for the elevator, (Refer to Attachment "A" dated 4/10/12). Item 2) Pursuant to the issuance of Bulletin #2 it was necessary to revise and augment the lighting in the lobby area in order to provide the new ceiling height, (Refer to Attachment "B" dated 4/10/12). Additionally, the fire alarm wiring and power for 4 fire smoke dampers was added in order to coordinate with the mechanical plans, (Refer to Attachment "C" dated 4/10/12). As such the District determined the additional cost and negotiated with the Contractor the full and final total in the amount noted below.

Item	Description	Amount
00001		\$14,588.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☒ Lump Sum **\$14,588.00** ☐ Not To Exceed _____
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices

TIME:

- ☒ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at _____ days
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers _____ Days _____
- ☐ The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		4/20/12
Owner's Representative		4/25/12
Contractor		4/24/12
Architect of Record		4/25/12
Inspector of Record		4/25/12

Capistrano Valley Performing Arts Theater BID # 1011-11

W.O. #033

REVIEW

DATA DATE: 4/10/12

HMI Panel, Light Fixtures and Fire Smoke Dampers

Refer to Attachment "A" Dated 4/10/12

Add

ITEM NO.	DESCRIPTION	u	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Provide Labor to install 6 additional Light Fixtures, Fire Smoke Dampers wiring, 3/4" conduit, and additional conductors for circuits that were added per Bulletin #2 Labor = 2 men x 3 days x 8/hrs. x \$60/hr. = \$2880			\$ 2,880	\$ 2,880
2	Provide power and fire alarm wiring to FDSD devices 4 FDSD devices x \$650/per FDSD = \$2600		\$ 2,600		\$ 2,600
3	Provide 6 additional light fixtures and cabling 6/light fixtures x \$275/fixture = \$1650 Misc. Electrical Material Lump Sum Price = \$500		\$ 2,000		\$ 2,150
4	Provide circuits to the HMI Panel to accommodate power requirements for the elevator. 4 conductors x 180 L.f x \$3.00/L.F. = \$2160				\$ 2,160
5	Provide Labor to Relocate HMI Panel 3 men x 8 hours x \$60/hr. = \$1440			\$ 1,440	\$ 1,440
6	12"W x 36" D 180 L.F. Trench for Underground Feeder Backhoe, Operator and Tender at 8hrs. x \$175/hr. = \$1400				\$ 1,400

Subtotal Add \$ 12,630.00

Subtotal Add \$ 12,630.00

10% Sub Fee \$ 1,263.00

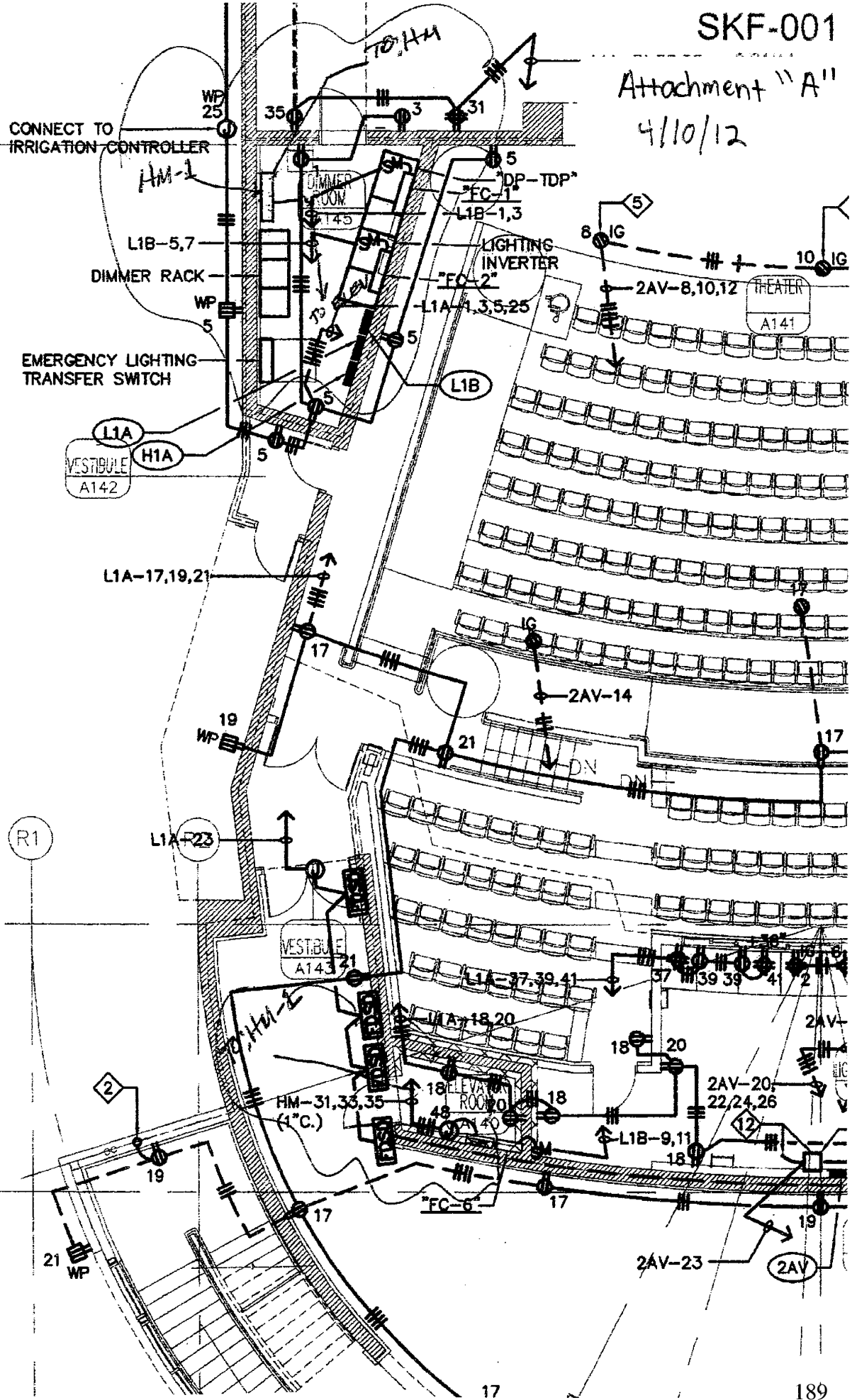
Subtotal \$ 13,893.00

5% G.C./Ins. Fee \$ 694.65

FULL AND FINAL TOTAL* \$ 14,588

*Rounded to nearest dollar

4/10/12



SOUTHERN
CALIFORNIA
8163 Rochester Ave.,
Suite 100
Rancho Cucamonga
California 91730-0729
Tel: 909-267-0909
Fax: 909-260-9980

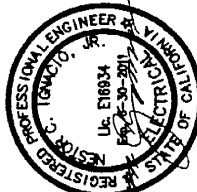
WLC
Architects, Inc.

CAPISTRANO VALLEY
PERFORMING ARTS THEATER
MISSION VIEJO, CA

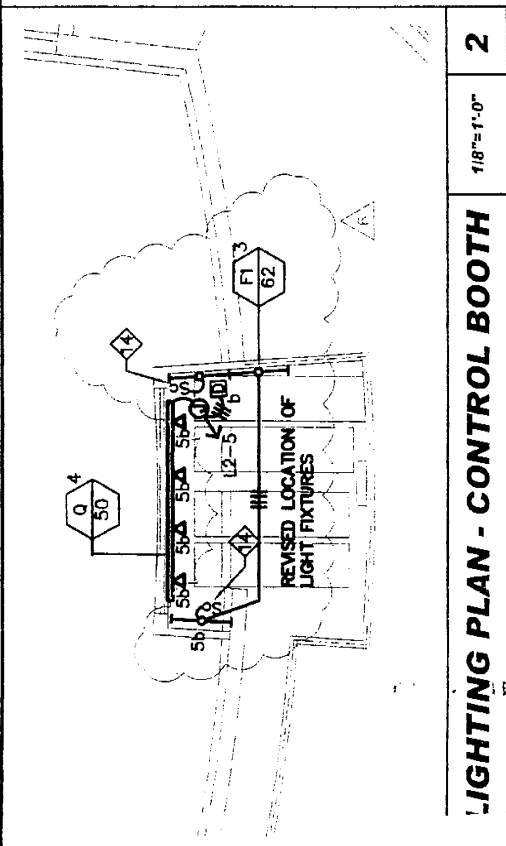
DRAWN: WLC
CHECKED: ES
DATE: 10/21/11
SCALE:
JOB NO.: 08140.53

FCD6-E01

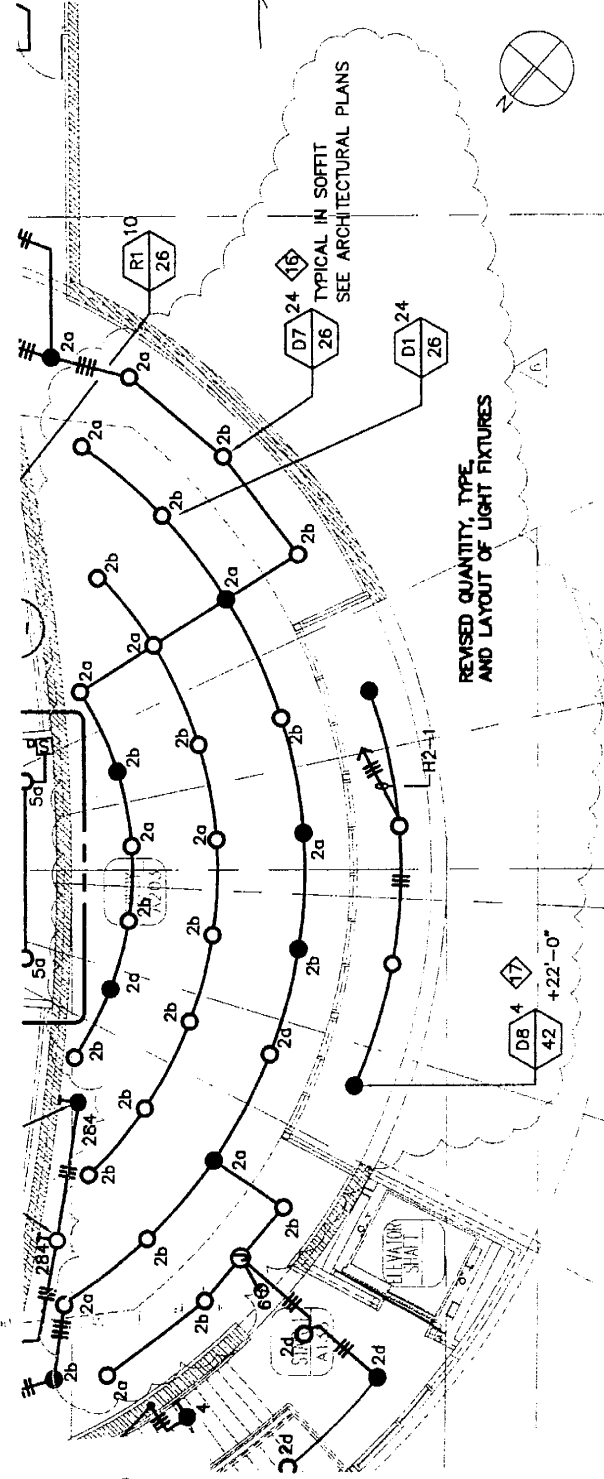
Attachment "B"
4/10/12



- NEW FIXTURE TYPES FOR NEW SOFFIT**
- ⑥ OMEGA 6" RECESSED SHALLOW OPEN DOWNLIGHT
OM6-1-H-26PLT-SRD-CS-120 OR EQUAL FIXTURE WITH
MAXIMUM FIXTURE HEIGHT OF 4" ABOVE CEILING.
 - ⑦ OMEGA 6" RECESSED SHALLOW LENSED DOWNLIGHT
OM6-1-H-42PLT-SRD-SPL-POLY-120 OR EQUAL FIXTURE WITH
MAXIMUM FIXTURE HEIGHT OF 4" ABOVE CEILING.



LIGHTING PLAN - CONTROL BOOTH 1/8" = 1'-0" 2



PARTIAL LIGHTING PLAN - SECOND FLOOR AREA "B"



Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: EDGE Development, Inc.
27368
Via Industria
Temecula, CA 92590

Work Order No. : 00034
Date: 4/16/2012

Title: Window Types O and N

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the District's ongoing efforts to review and coordinate the construction documents it was discovered that the contract documents reflected a 7' 2nd Floor Mezzanine Lobby Ceiling height. This height did not provide the required clearance between the 2nd Floor Mezzanine Lobby and the Roof Framing. As such, the Architect of Record issued Bulletin #2 dated 11/3/11 raising the roof framing 16" within the building envelope, thus providing the appropriate head clearance in the 2nd Floor Mezzanine Lobby Area. Raising the 2nd Floor Lobby Ceiling required the height of Windows type O and N located in the Mezzanine to raise from 6'-8" to 8'-6", (Refer to Attachment "A" dated 4/16/12). As such, the District determined the additional cost and negotiated with the Contractor the full and final total in the amount noted below.

Item	Description	Amount
00001		\$9,973.00

Proposal Details:

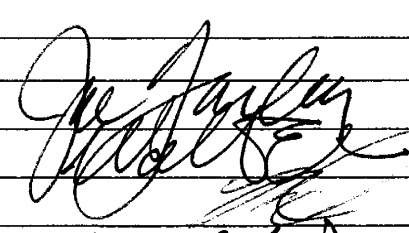
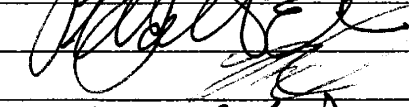
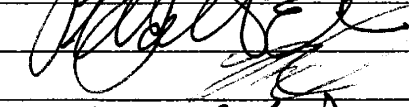
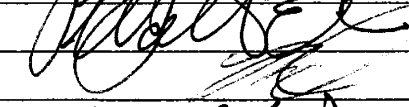
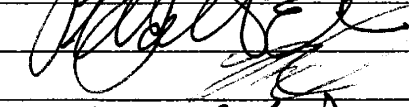
It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☒ Lump Sum **\$9,973.00** ☐ Not To Exceed _____
- ☐ Time and Materials Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices

TIME:

- ☒ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at _____ days
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: _____ Days: _____
- ☐ The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

Signature		Date
CUSD - Joe Farley		4/26/12
Owner's Representative		4/25/12
Contractor		4/24/12
Architect of Record		4/25/12
Inspector of Record		4/25/12

Capistrano Valley Performing Arts Theater BID # 1011-11

Work Order #34 Itemized Breakdown

DATA DATE: 4/16/12

Mezzanine Lobby Windows

Refer to Attachment "A" Dated 4/16/12

Add

ITEM NO.	DESCRIPTION	u	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Labor and Material to raise height of Windows to O and N to 8'-6" as noted in Bulletin #2				
	Bulletin #2 Pricing for Type O and N Windows \$21,120				
	Base Contract Price for Type O and N Windows (\$14,665)				
	Sub Total Material Cost for Bulletin 2 Window Changes \$6,455		\$ 6,955	\$1,680	\$ 8,635
	Including taxes at 7.75%/rate \$500				
	Total Material Cost for Bulletin #2 Change \$6,955				
	Labor 2men x 7hrs x 2 days x \$60/hr. = \$1680				

Subtotal Add \$ 8,635.00

Subtotal Add \$ 8,635.00

10% Sub Fee \$ 863.50

Subtotal \$ 9,498.50

5% G.C./Ins. Fee \$ 474.93

FULL AND FINAL TOTAL * \$ 9,973

*Rounded to nearest dollar

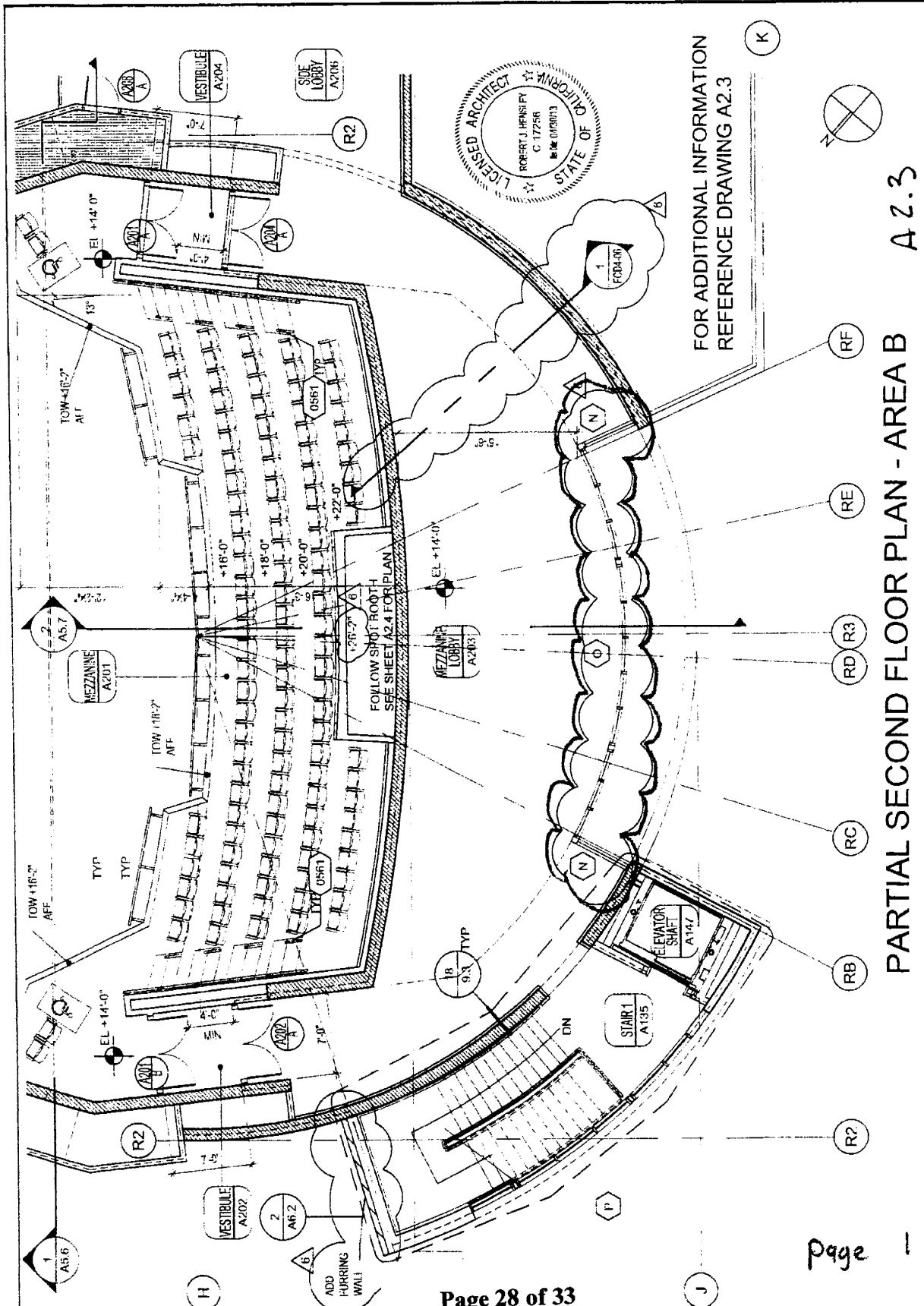
**SOUTHERN
CALIFORNIA**
8165 Rochester Ave.,
Suite 100
Rancho Cucamonga
California 91730-0729
Tel: 909-967-0969
Fax: 909-980-9983

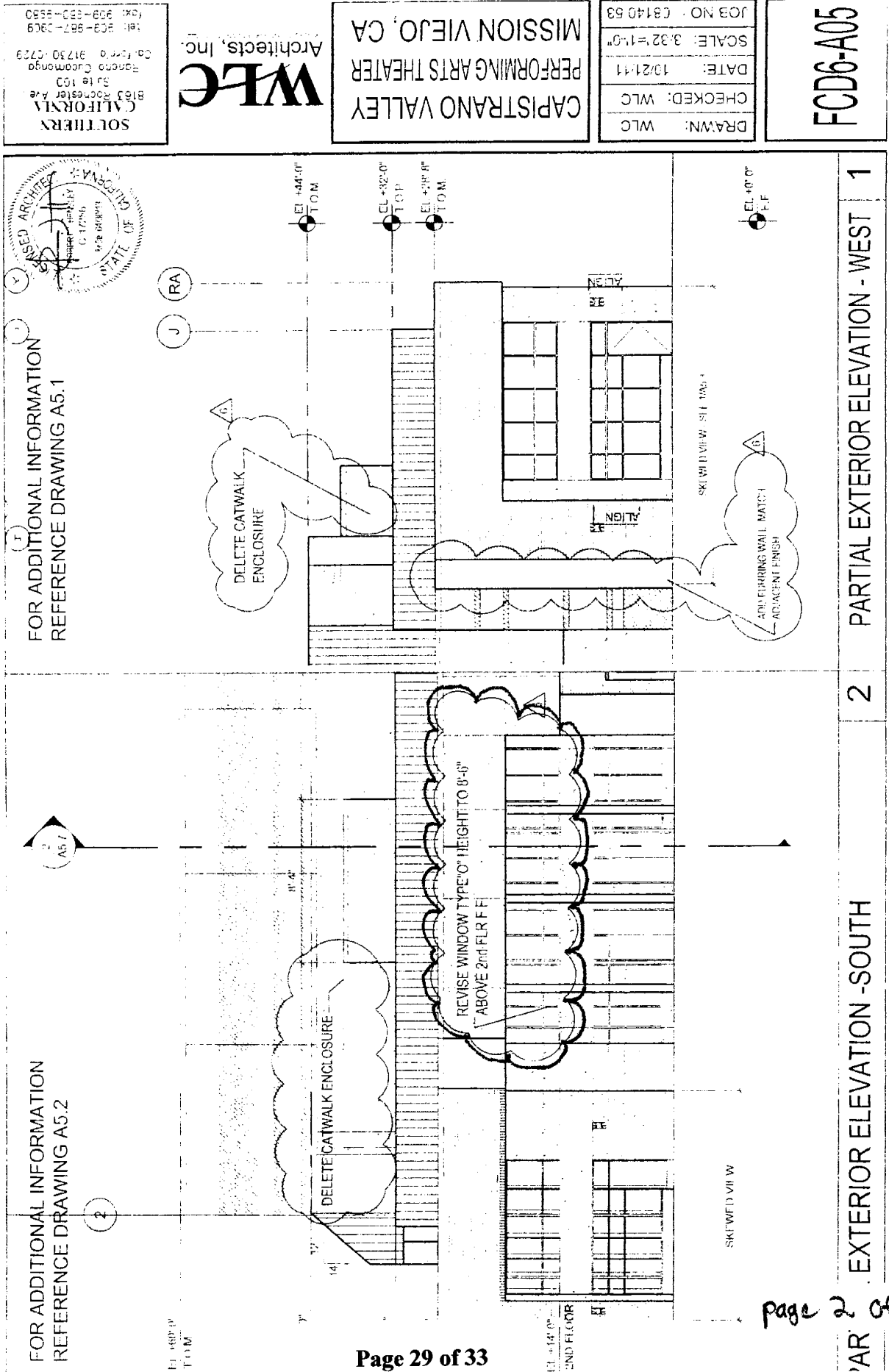
WFLC
Architects, Inc.

CAPISTRANO VALLEY
PERFORMING ARTS THEATER

DRAWN: WLC
CHECKED: WLC
DATE: 10/21/11

FC D6-A01





FOR ADDITIONAL INFORMATION
REFERENCE DRAWING A5.2

FOR ADDITIONAL INFORMATION
REFERENCE DRAWING A5.1



SOUTHERN
CALIFORNIA
8163 Rochester Ave.
Suite 100
Fountain Valley, CA 92708
Tel: 949-887-2369
Fax: 949-887-5550

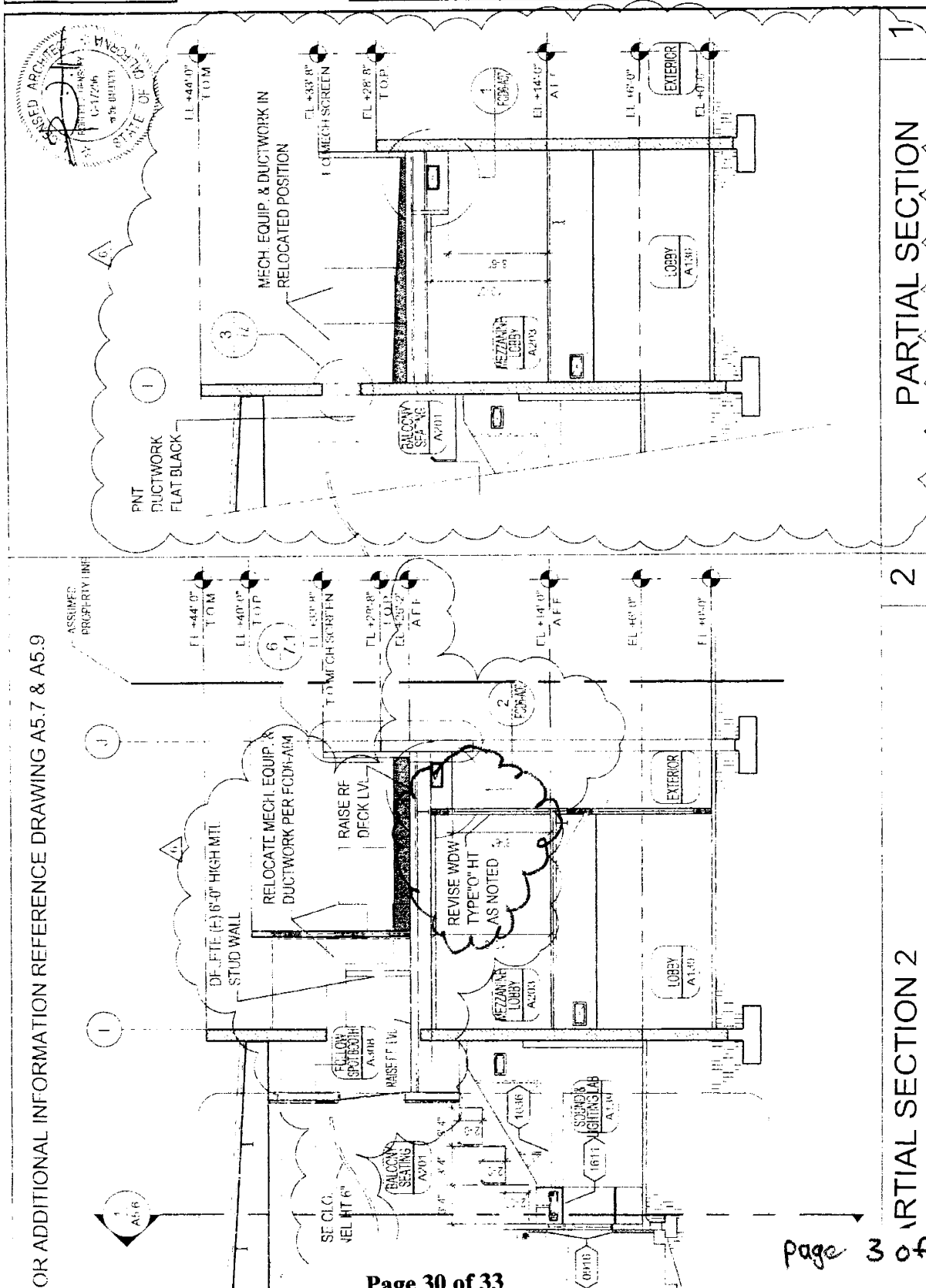
WFC
Architects, Inc.

CAPISTRANO VALLEY
PERFORMING ARTS THEATER
MISSION VIEJO, CA

DRAWN: WLC
CHECKED: WLC
DATE: 10/21/11
SCALE: 3/32"=1'-0"
JOB NO.: C8140.63

FCD6-A05

CD6-A06





Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: EDGE Development, Inc.
27368
Via Industria
Temecula, CA 92590

Work Order No. : 00035
Date: 4/23/2012

Title: April 13 Inclement Weather Day

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

The District has reviewed the full scope of information available and has determined that the project critical path was in fact impacted by the inclement weather delay on April 11th and April 13th, 2012, (Refer to IOR Dailies Attachments "A", and "B" dated 4/23/12). As a result, the District is issuing Work Order #35 extending the overall project completion by 1 working day as a non-compensable inclement weather day in accordance with General Article 63, adjusting the completion date from Friday 2/08/2013 to Monday 2/11/2013 5pm P.S.T. This mutually agreed extension specifically, and only, applies to the final project completion date and does not impact any of the other interim milestone dates in the project, as none of these other milestone dates were, in any way, impacted by the inclement weather on April 11th and 13th, 2012.

Proposal Details:

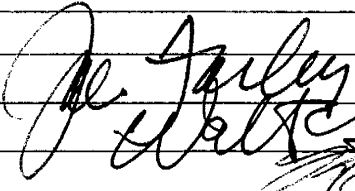
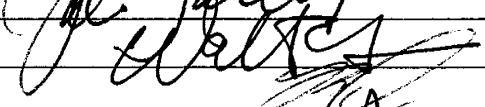
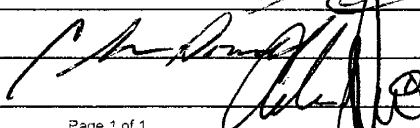
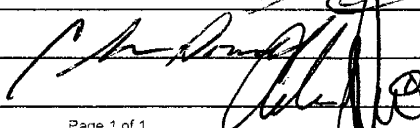
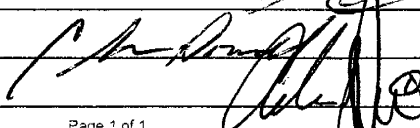
It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☐ Lump Sum **\$0.00** ☐ Not To Exceed _____
- ☐ Time and Materials Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices

TIME:

- ☐ No Change ☐ Time Impact Unknown ☒ Impact to Contract completion is estimated at 1 days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers _____ Days. _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule

Signature		Date
CUSD - Joe Farley		4/26/12
Owner's Representative		4/25/12
Contractor		4/24/12
Architect of Record		4/25/12
Inspector of Record		4/25/12

KNOWLAND CONSTRUCTION SERVICES

Attachment "A"
4/23/12

Daily Report

Adam Price
DSA Project Inspector

Ph: (951) 712-1057
Fax: (951) 354-6631
Cell: (951) 712-1057
Email: apinspections@earthlink.net

Date: April 11 2012 Weather: Rain early/ Partly Cloudy 64F

Project: Capistrano Valley High School
New Performing Arts Theater Building, Bid No. 1011-11
DSA 04-110424

Architect: WLC Architects, Inc. Robert J. Hensley- (909) 987-0909

Construction Manager EDENCO INC. – Walt Eden
Phone: (949) 874-9170

Testing Laboratory: Ninyo and Moore

General Contractor: Edge

WORK COMPLETED:

EDGE – (5) Provide onsite supervision, layout and direction of their sub-contractors. Begin forming of steps for mezzanine deck. **Quality Reinforcing (4)** Continue to install mezzanine level 8" concrete deck rebar per S4.1 and typ details. Work is ongoing, no corrections noted at this time. *NOTE late in the afternoon it was found that the middle section of mezzanine deck is approx. 4" to high and will need to be lowered. All reinforcing in the affected area will be removed and shoring will be lowered. **Enterprise Electric (1)** Verify and continue to install sleeves, conduit and boxes in masonry walls. Attend fire alarm/ intrusion alarm meeting for summer electrical cut over. **Modern Masonry (1)** Foremen onsite only. All masons sent home due to early morning rain. Block was too wet to lay. Masonry inspector sent home.

Oversee special inspectors. Inspect ongoing installation of deck reinforcing. Provide continuous onsite inspection. Review submittals. Maintain job files. Review and Post RFI's.

SPECIAL INSPECTIONS: Masonry Inspector onsite for show up only.
CWI at Prime Shop for material I.D and fabrication of structural members see daily for work performed.

VISTORS: AOR, Robert H., AOR Rep, Andy P., District M & O Dan B. and Dan W.

MEETINGS Attend weekly construction meeting. Fire alarm/intrusion summer electrical cutover meeting, and conference call for deferred approval DSA correction items for stage rigging.

DEVIATIONS:/Corrections. None today

Equipment,
2 reach lift – 1 Modern, 1 Edge
1 Skip Loader- Edge
1 dump truck – Edge
1 Trailer Pump – Modern Masonry
11 men

KNOWLAND CONSTRUCTION SERVICES
2181 E. FOOTHILL BOULEVARD, SUITE 203, PASADENA, CA 91107

4/23/12

Daily Report

Adam Price
DSA Project Inspector

Ph: (951) 712-1057
Fax: (951) 354-6631
Cell: (951) 712-1057
Email: apinspections@earthlink.net

Date: April 13 2012 Weather: Cloudy/Rain 58F

Project: Capistrano Valley High School
New Performing Arts Theater Building, Bid No. 1011-11
DSA 04-110424

Architect: WLC Architects, Inc. Robert J. Hensley- (909) 987-0909

Construction Manager EDENCO INC. – Walt Eden
Phone: (949) 874-9170

Testing Laboratory: Ninyo and Moore

General Contractor: Edge

WORK COMPLETED:

EDGE – (6) Provide onsite supervision, layout and direction of their sub-contractors. Continue removing of sheeting for mezzanine deck and lowering of shoring to allow for the proper elevation.

Modern Masonry (25) Continue the laying up of CMU in following locations, 7th lift, elev. I, D, H, A, C, H and E. Continue installing misc, embeds. Grout placement for today was canceled. Note all crew stopped work and went home due to rain at around 9:00am, See masonry inspector's daily for additional info.
Oversee special inspectors.

Provide continuous onsite inspection. Review submittals. Maintain job files. Review and Post RFI's.

SPECIAL INSPECTIONS: Masonry Inspector onsite 4 hour. Batch plant inspector canceled 2 hr.
CWI at Prime Shop for material I.D and fabrication of structural members see daily for work performed.

VISTORS: None

MEETINGS: None

DEVIATIONS:/Corrections: None today

Equipment,

2 reach lift – 1 Modern, 1 Edge
1 Skip Loader- Edge
1 dump truck – Edge
1 Trailer Pump – Modern Masonry
33 men

2012-2013 DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, MASTER CONTRACT, AND PROFESSIONAL SERVICES AGREEMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	INITIAL CONTRACT TERM	NOT TO EXCEED
ICA	1213023	5	Special Ed	Language Network	Interpreting and translating services for IEP's, SSI's	7/01/12-6/30/13	\$ 8,000.00
ICA	1213024	2	Special Ed	Westshield Adolescent Services	Transport escort services to CUSD students	7/01/12-6/30/13	\$ 50,000.00
ICA	1213032	3	Special Ed	Triwahe Technology, LLC	Community based instruction for Adult Trans CUSD students	7/01/12-6/30/13	\$ 5,000.00
ICA	1213033	3	Special Ed	Patricia Cromwell	Braille Transcription Services	7/01/12-6/30/13	\$ 5,000.00
ICA	1213040	2	Health Services	Bio-Acoustical Corporation.	Vision and Hearing Screening	7/01/12-6/30/13	\$ 56,000.00
ICA	1213052	5	Mello Roos & General	Westgroup Management, Inc.	Assisting negotiation of a mitigation agreement with the Rancho Mission Viejo Company	7/01/12-6/30/13	\$ 25,000.00
MCA	1213043	2	Special Ed	Dependable Nursing	Nursing Services	7/01/12-6/30/13	\$ 3,000.00
MCA	1213044	2	Special Ed	Leisure Care Referral Agency	Nursing Services	7/01/12-6/30/13	\$ 90,000.00
MCA	1213045	2	Special Ed	Maxim Healthcare Services, Inc.	Nursing Services	7/01/12-6/30/13	\$ 55,000.00
MCA	1213046	3	Special Ed	Rainbow Connection	Language and Speech Therapy	7/01/12-6/30/13	\$ 5,000.00
MCA	1213047	3	Special Ed	Abby Rozenberg	Language and Speech Therapy	7/01/12-6/30/13	\$ 18,000.00
MCA	1213048	3	Special Ed	Kids Institute for Development & Advancement	Language and Speech Therapy, Occupational Therapy, and Physical Therapy	7/01/12-6/30/13	\$ 125,000.00
MCA	1213049	3	Special Ed	Autism Behavior Consultants, Inc.	Physical Therapy assessments for CUSD students	7/01/12-6/30/13	\$ 65,000.00
MCA	1213050	3	Special Ed	Autism Interventions and Resources, Inc.	Physical Therapy assessments for CUSD students	7/01/12-6/30/13	\$ 3,000.00
MCA	1213051	3	Special Ed	Center for Autism Resources, Evaluation & Services (CARES)	Physical Therapy assessments for CUSD students	7/01/12-6/30/13	\$ 3,000.00
PSA	1213003	3	Special Ed	Hear Now dba Abramson Audiology	Auditory processing developmental delay evaluations for CUSD students	7/01/12-6/30/13	\$ 5,000.00
PSA	1213004	3	Special Ed	Hear Now dba Abramson Audiology	Audiological Services for CUSD students	7/01/12-6/30/13	\$ 60,000.00
PSA	1213005	3	Special Ed	Deafinitely Professional Interpreting Services	Interpreter services for CUSD students	7/01/12-6/30/13	\$ 160,000.00
PSA	1213006	3	Special Ed	Paul Alan Dore, PHD	Consultation services for autism services	7/01/12-6/30/13	\$ 15,000.00
PSA	1213007	3	Special Ed	Sylvia Mende, PSY.D	Intervention support to autism staff	7/01/12-6/30/13	\$ 20,000.00
PSA	1213008	3	Special Ed	Dr. Sidney Weiss	Vision Services to CUSD students	7/01/12-6/30/13	\$ 3,000.00
PSA	1213010	3	Special Ed	Sharon Grandinette, Ph.D	Consultation, training brain injury, school reintegration, teaching and compensatory strategies, curriculum	7/01/12-6/30/13	\$ 5,000.00

**2012-2013 DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, MASTER CONTRACT, AND PROFESSIONAL SERVICES AGREEMENTS**

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	INITIAL CONTRACT TERM	NOT TO EXCEED
PSA	1213011	3	Special Ed	Susan Meyers Fosnot, Ph.D.	IEE for speech and language evaluations for CUSD students	7/01/12-6/30/13	\$ 3,000.00
PSA	1213012	3	Special Ed	Rienzi Haytasingh, Psy.D & Associates	IEE for Neuropsychological and Psychoeducational assessments to CUSD students	7/01/12-6/30/13	\$ 15,000.00
PSA	1213013	3	Special Ed	Customized Vision Care	Vision assessments to CUSD students	7/01/12-6/30/13	\$ 5,000.00
PSA	1213014	3	Special Ed	Let's Talk Speech and Language Therapy	IEE for speech and language evaluations for CUSD students	7/01/12-6/30/13	\$ 5,000.00
PSA	1213015	3	Special Ed	Jeffrey S. Owen	Psychoeducational assessments of CUSD students	7/01/12-6/30/13	\$ 15,000.00
PSA	1213016	3	Special Ed	Susanne Smith Roley	IEE for occupational therapy evaluations for CUSD students	7/01/12-6/30/13	\$ 3,000.00
PSA	1213017	3	Special Ed	Dennis I. Saller	Psychological educational assessments of CUSD students	7/01/12-6/30/13	\$ 5,000.00
PSA	1213018	3	Special Ed	Gayla M. Massey	Psychoeducational evaluation of CUSD students	7/01/12-6/30/13	\$ 5,000.00
PSA	1213019	3	Special Ed	Judy M. Segal	IEE evaluations for speech/language evaluations to CUSD students	7/01/12-6/30/13	\$ 4,000.00
PSA	1213020	3	Special Ed	Christine E. Stein	Speech and Language Services for Learning Link programs at CUSD	7/01/12-6/30/13	\$ 8,000.00
PSA	1213021	3	Special Ed	Carren J. Stika	Psychoeducational evaluation of CUSD students	7/01/12-6/30/13	\$ 7,500.00
PSA	1213025	3	Special Ed	Providence Speech and Hearing Center	Auditory processing development evaluations for CUSD	7/01/12-6/30/13	\$ 6,000.00
PSA	1213026	3	Special Ed	Center for Learning and Behavioral Solutions, Inc.	Psychoeducational assessments of CUSD students	7/01/12-6/30/13	\$ 5,000.00
PSA	1213027	3	Special Ed	Orange County Therapy Services	Occupational and Physical Therapy	7/01/12-6/30/13	\$ 200,000.00
PSA	1213028	2	Special Ed	Eugene Levin	Occupational and Physical Therapy	7/01/12-6/30/13	\$ 1,500.00
PSA	1213029	3	Special Ed	Irma Garcia	Counseling services for CUSD Special Ed students	7/01/12-6/30/13	\$ 40,000.00
PSA	1213030	3	Special Ed	Brenda Cray	Counseling services for CUSD Special Ed students	7/01/12-6/30/13	\$ 40,000.00
PSA	1213031	3	Special Ed	Tricia Elizabeth Krantz	Counseling services for CUSD Special Ed students	7/01/12-6/30/13	\$ 40,000.00
PSA	1213034	2	Special Ed	Leisure Care Referral Agency	Health services for a certified licensed vocational nurse to special education students	7/01/12-6/30/13	\$ 8,000.00
PSA	1213035	3	Special Ed	Blind Children's Learning Center	Provide vision assessments to CUSD students	7/01/12-6/30/13	\$ 7,000.00
PSA	1213036	3	Special Ed	Goodwill Industries of Orange County (ATEC)	Assistive Technology services for CUSD students	7/01/12-6/30/13	\$ 4,000.00
PSA	1213038	2	General Fund	T. Davis & Associates, Inc.	Investigative and Security Services	7/01/12-6/30/13	\$ 45,000.00

2012-2013 DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, MASTER CONTRACT, AND PROFESSIONAL SERVICES AGREEMENTS

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TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	INITIAL CONTRACT TERM	NOT TO EXCEED
PSA	1213039	5	Various by project	Bowie, Arneson, Wiles & Giannone	Legal services for school facilities needs, surplus properties and general school matters	7/01/12-6/30/13	\$ 75,000.00
RATIFY							
PSA	1213037	3	Special Ed	Susan Berkowitz	Augmentative /alternative communication technology evaluation	5/24/12-6/30/13	\$ 6,000.00
TOTAL						\$	1,337,000.00

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MC- Master Contract

Pillar 1 Community Relations

Pillar 2 Safe & Healthy Schools

Pillar 3 Academic Achievement & Enrichment

Pillar 4 Character Development

Pillar 5 Effective Operations



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

LANGUAGE NETWORK

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$8,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN/SSN _____

Language NETWORK

EXHIBIT A

DISCOUNTED RATES FOR SCHOOLS *

In an effort to provide **professional interpreters** at a reduced rate, we have partnered with our wonderful interpreters to offer the following reduced rates to non-profits and schools because *we believe there is no substitute for linguistic and cultural competence:*

IN-PERSON SPANISH *

\$170.00 minimum for the first 2 hours; thereafter, \$85.00 per hour prorated by 15 minute increments.

Meetings after 5 p.m. -- \$215.00 for two hours

IN-PERSON I * (Chinese: Cantonese, Mandarin & other dialects; French, Italian, Portuguese, Vietnamese)

\$255.00 minimum for the first 2 hours; thereafter, \$127.50 per hour prorated by 15 minute increments.

Meetings after 5 p.m. -- \$270.00 for two hours

IN-PERSON II * (Arabic, Armenian, Cambodian/Khmer, Farsi, German, Hindi, Korean, Lao, Punjabi, Romanian, Tagalog, Thai, Urdu)

\$265.00 minimum for the first 2 hours; thereafter \$132.50 per hour prorated by 15 minute increments.

Meetings after 5 p.m. -- \$285.00 for two hours

*Exceptions: Japanese, Hmong, Turkish, Bengali and Indonesian fees will be higher than the above. Fees vary depending on which interpreter is available. **

TRANSLATION OF DOCUMENTS by certified translators:

\$.23/word SPANISH

\$.35/word OTHER LANGUAGES

Note: **Formatting** fees are separate and may vary depending on complexity of layout.

PHONE INTERPRETERS:

Other Languages		Spanish	
<u>Length of Call:</u>		<u>Length of Call:</u>	
0-10 MINUTES	\$60.00	0-10 MINUTES	\$35.00
11-20 "	70.00	11-20 "	45.00
21-30 "	80.00	21-30 "	55.00
31-40 "	90.00	31-40 "	65.00
41-60 "	100.00	41-60 "	75.00

**(Prices effective through 10/1/2008. A reduced late cancellation rate applicable if appointment cancelled less than 24 hours before appointment.)*

55 Valley Terrace, Irvine, CA 92603 (949) 733-2446 Fax (949) 733-9808

E mail: info@languagenetworkusa.com

Please visit our website: www.LanguageNetworkUSA.com

Language

NETWORK, INC.

SPECIAL CONDITIONS

DISCOUNTED RATES FOR SCHOOLS *

In an effort to provide **professional interpreters and translators** at a reduced rate, we have partnered with our language specialists to offer the following reduced rates to non-profits and schools because *we believe there is no substitute for linguistic and cultural competence*:

IN-PERSON SPANISH *

IEP: \$170.00 minimum for the first 2 hours; thereafter, \$85.00 per hour prorated in 15 minute increments. IEP after 5 p.m. -- \$215.00 for two hours

Non-IEP – Example: Parent/Teacher conferences, meetings

\$125.00 min. for the first 2 hours; thereafter, \$62.50 per hour prorated in 15 minute increments.
Meetings after 5 p.m. -- \$175.00 for two hours

IN-PERSON SIGN LANGUAGE*

\$205.00 minimum for the first 2 hours; thereafter, \$102.50.00 per hour prorated in 15 minute increments. Meetings after 5 p.m. -- \$230.00 for two hours

IN-PERSON I * (Chinese: Cantonese, Mandarin & other dialects; French, Italian, Portuguese, Vietnamese)

\$255.00 minimum for the first 2 hours; thereafter, \$127.50 per hour prorated in 15 minute increments. Meetings after 5 p.m. -- \$270.00 for two hours

IN-PERSON II * (Arabic, Armenian, Cambodian/Khmer, Farsi, German, Hindi, Korean, Lao, Punjabi, Romanian, Russian, Tagalog, Thai, Urdu)

\$250-\$265.00 minimum for the first 2 hours; thereafter, \$132.50 per hour prorated in 15 minute increments. Meetings after 5 p.m. -- \$285.00 for two hours

*Exceptions: Japanese, Hmong, Turkish, Bengali and Indonesian fees will be higher than the above. Fees vary depending on which interpreter is available. **

TRANSLATION OF DOCUMENTS by certified translators:

\$.20/word SPANISH

\$.30 -.35/word OTHER LANGUAGES

Note: **Formatting** fees are separate and may vary depending on complexity of layout.

Minimum Fee: \$60.00

Will negotiate lower fees for volume.

**(Prices effective through 6/30/12. A reduced late cancellation rate applicable if appointment cancelled less than 24 hours before appointment.)*

15530 Rockfield Blvd. Suite A-110, Irvine, CA 92618

(949) 733-2446

Fax (949) 215-9608

E mail: info@languagenetworkusa.com

Please visit our website: www.LanguageNetworkUSA.com



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

WESTSHIELD ADOLESCENT SERVICES

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$50,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN/SSN _____

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

Upon complete of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____

EXHIBIT A

FEE SCHEDULE

Westshield Adolescent Services
16033 Bolsa Chica Road, #104-350
Huntington Beach, CA 92649
(800)899-8585

\$73.00 per hour for Lead Adult Escort;
\$52.00 per hour for back-up adult agent;
\$63.00 per hour for administration;
plus all mileage and travel expenses to include
air travel, mileage, food, gas, and lodging.

By:_____ Date:_____



INDEPENDENT CONTRACTOR AGREEMENT

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TIWAHE TECHNOLOGY

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

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

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

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DISTRICT

CONTRACTOR

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN/SSN _____

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

Upon complete of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____

EXHIBIT A

FEE SCHEDULE

Tiwahe Technology, LLC for Capistrano Unified School District

Fee Schedule

Work to be completed:

7 training workshops @ \$400 per workshop, including → \$2800

- customized curriculum
- preparation of materials, handouts, and worksheets
- delivery of lectures
- facilitation of discussions and hands-on practice

Program evaluation @ \$400

9 months of technical and logistical support by phone and email @ \$200 per month → \$1800

Total expected fees: \$5000

By: _____ Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

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PATRICIA CROMWELL

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

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

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

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

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

DISTRICT

CONTRACTOR

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN/SSN _____

EXHIBIT A

FEE SCHEDULE

Patricia Cromwell
1354 Springfield St., #C
Upland, CA 91786
(909)981-5227

Braille Transcription services – at an hourly rate of \$15.00

By:_____ Date:_____



INDEPENDENT CONTRACTOR AGREEMENT

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BIO-ACOUSTICAL CORPORATION

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;

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

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[X] General Conditions [X] Special Conditions [X] Required Documents and Certifications [X] Purchase Orders(s)

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DISTRICT

CONTRACTOR

By: _____
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: _____

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
EIN/SSN _____

SPECIAL CONDITIONS

ICA1213040

1. The reports submitted by the Contractor to the District shall only contain the results of the tests conducted, and shall not include any suggestions or diagnoses. Contractor shall have no responsibility or obligation with respect to the existence of any impaired hearing or vision of any student, and results will not be released except to authorized personnel of the School District, and shall be maintained always as confidential and secret by Contractor.
2. The District shall be solely responsible for the conduct and supervision of the students during the testing and related on-site activities conducted by the Contractor. The District shall provide adequate personnel to control and supervise students at all times during the course of testing being conducted at any/all of the schools of the District. The District shall also be responsible for getting students from classes to the testing area, making them available for testing in a reasonable and timely fashion, and returning them to their classes at each of the school sites.
3. The District shall designate a Health Supervisor as its authorized agent to coordinate the implementation of this contract with Contractor, as specified in Sections 44879 inclusive, and Section 49422 of the California Education Code.
4. The District shall provide a safe place to park and store the mobile testing vehicle of the Contractor during the testing schedule when said vehicle is being utilized within the District. The District bus yard or other suitable location shall be made available after each test day, on holidays and weekends.
5. Contractor agrees to start screenings promptly when school starts. The District will provide school site start times.
6. The District is responsible for: 1) Reporting failures and/or and District recommendations to parents of students, and reporting to any applicable State Agencies any/all total District figures, as well as filing any annual mandated screening compliance reports to applicable agencies, and 2) Filing "intent to contract" with applicable Agencies of County and State.
7. Completion date: All screening services for 2012/2013 under this contract will be completed on or before February 2013.

Exhibit A

SCOPE/PRICING

SECTION I: HEARING SCREENING

Bio-Acoustical Corporation, herein known as Contractor shall:

- (a) Perform the following service: Hearing screening on designated students at designated districts school sites. Such services shall be performed in accordance with, and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Perform the hearing screenings in accordance with procedures prescribed in Section 2951, California Public Health Administrative Code, Title 17. The following screening(s) will be administered: Initial Screenings with First Thresholds
- (c) Permit only properly licensed and certified personnel to conduct such screening of pupils. Such personnel shall meet the requirements and standards of the State Board of Public Health, Section 1685 and Section 1686 of the Health and Safety Code of California and shall be registered in the State Department of Education and the County Schools office.
- (d) Utilize the adequate equipment and audiometers necessary to conduct adequate screening and testing. Audiometers used shall be calibrated to the ANSI 1989 Standards.
- (e) Submit the results of all screenings at the end of the testing period. Individual student screening results, plus an overall statistical report, will be included.
- (f) Submit detailed billing to the School District's business office. This billing may be submitted as progress billing for work already completed at any time during the contract and at regular intervals.
- (g) Perform group screening on all initial screening at all grade levels except Kindergarten, which is done one-on-one.

SECTION II: VISION SCREENING

- (a) Perform the following service: Vision screening of pupils designated by the School District. Such Service shall be performed in accordance with, and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Conduct vision screening by use of procedures known as Snellen Screening and LEA Vision Test System for Kindergarten level and for children who do not know how to read.
- (c) Attest that Contractor is currently registered with the State Department of Education and County School's office, and that qualified personnel shall give vision services.
- (d) Utilize the adequate equipment necessary to conduct adequate screening: Good-Lite Snellen test charts.

- (e) Submit the results of all screenings at the end of the testing period. Individual student screening results, plus an overall statistical report, will be included.
- (f) Submit detailed billing to the School District's business office. This billing may be submitted as progress billing for work already completed at any time during the contract and at regular intervals.

SECTION III: COLOR VISION SCREENING

- (a) Perform the following service: Color vision screening of pupils designated by the School District. Such service shall be performed in accordance with and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Conduct color vision screening using Ishihara or Pseudo-isocromatic color plates, and shall be conducted in the one grade level designated by the School District, on male students, as well as any referrals.
- (c) Submit the results of all screenings at the end of the testing period. Individual student screening results, plus an overall statistical report, will be included.
- (d) Submit detailed billing to the School District's business office. This billing may be submitted as progress billing for work already completed at any time during the contract and at regular intervals.

SECTION IV: PRICING

The School District shall pay Contractor per the following rates, dependent on the number of staff utilized and students screened.

PER DAY RATE: \$1100 when two vision screeners utilized (up to roughly 400 tests)
 \$1400 when three vision screeners are utilized

Rates include vision and hearing screening on grades K, 2, 5, and 8 as well as any referrals, SDC, RSP students, color vision on 2nd grade boys, data services including pre-printing of forms, Aeries compatible data for importing into District database, and reporting services including one master report for the District and one individual school report for each school. Data and forms included.

Rate not to exceed \$56,000 total for 2012-2013 services.

Initial screening days allotted: District is allotted forty six (46) days of initial screenings.



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

WESTGROUP MANAGEMENT INC.

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$25,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN/SSN _____

WESTGROUP MANAGEMENT, INC.
2012/13 SCHEDULE OF RATES
FOR CAPISTRANO UNIFIED SCHOOL DISTRICT

<u>Position</u>	<u>Current Rate</u>	<u>Reduced Rate</u>
Principal	\$225/hour	\$200/hour
Program Manager	\$190/hour	\$170/hour
Senior Project Manager	\$175/hour	\$155/hour
Project Manager	\$160/hour	\$145/hour
Project Support Specialist	\$135/hour	\$120/hour
Technical Specialist	\$120/hour	\$110/hour
Project Engineer	\$100/hour	\$90/hour
Clerk	\$60/hour	\$55/hour



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of June 12, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

DEPENDABLE NURSING, LLC.

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 and shall not exceed \$3,000.00 in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

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: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013**

EXHIBIT A: RATES

CONTRACTOR <u>Dependable Nursing, LLC</u>	<u>1A-37-093</u>	<u>2012-2013</u>
(NONPUBLIC SCHOOL OR AGENCY)	CONTRACTOR NUMBER	(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 shall be adjusted proportionally.

B. Related Services

(1) a. Transportation – Round Trip		
b. Transportation – One Way		
c. Public Transportation		
(2) a. Educational Counseling – Individual		
b. Educational Counseling – Group of _____		
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual		
b. Adapted Physical Education – Group		
(4) a. Language and Speech Therapy – Individual		
b. Language and Speech Therapy – Group		
c. Language and Speech Therapy – Per diem		
d. Language and Speech – Consultation Rate		
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual		
b. Occupational Therapy – Group		
c. Occupational Therapy – Consultation Rate		
(8) Physical Therapy		
(9) a. Behavior Intervention -		
b. Behavior Intervention – Supervision		
(10) Nursing Services		
a. Registered Nurse (RN)	\$38.57	Per hour
b. Licensed Vocational Nurse (LVN)	\$35.50	Per hour
c. Certified Home Health Aide Nursing Assistant	\$26.06	Per hour
(11) Residential Board and Care		
(12) Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of June 12, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

LEISURE CARE REFERRAL AGENCY

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 and shall not exceed \$90,000.00 in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

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

[☒] Master Contract [☐] Special Conditions [☒] Required Documents and Certifications [☒] Purchase Order(s)

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

"DISTRICT"

"CONTRACTOR"

By: _____

By: _____

Name: Clark D. Hampton

Name: _____

Title: Deputy Superintendent

Title: _____

Board Approval Date:

Email address _____

FEIN/SSN _____

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013**

EXHIBIT A: RATES

CONTRACTOR <u>The LCNR Inc., DBA Leisure Care</u>	1A-30-143	2012-2013
<u>(NONPUBLIC SCHOOL OR AGENCY)</u>	CONTRACTOR NUMBER	(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 5 **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

A. Basic Education Program/Special Education Instruction
Basic Education Program/Dual Enrollment

Rate	Period
_____	_____
_____	_____
_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Public Transportation	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group	_____	_____
	c. Language and Speech Therapy – Per diem	_____	_____
	d. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group	_____	_____
	c. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention -	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
(10)	Nursing Services	_____	_____
	a. Licensed Vocational Nurse (LVN)	\$38.00	Per hour
(11)	Residential Board and Care	_____	_____
(12)	Residential Mental Health Services	_____	_____

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of June 12, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

MAXIM HEALTHCARE SERVICES, INC.

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 and shall not exceed \$55,000.00 in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

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: Clark D. Hampton
 Title: Deputy Superintendent
 Board Approval Date: _____

"CONTRACTOR"

By: _____
 Name: _____
 Title: _____
 Email address: _____
 FEIN/SSN: _____

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013**

EXHIBIT A: RATES

CONTRACTOR <u>Maxim Healthcare Services, Inc.</u>	1A-30-090	2012-2013
(NONPUBLIC SCHOOL OR AGENCY)	CONTRACTOR NUMBER	(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 10 **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

A. Basic Education Program/Special Education Instruction
Basic Education Program/Dual Enrollment

Rate	Period
_____	_____
_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1) a. Transportation – Round Trip	_____	_____
b. Transportation – One Way	_____	_____
c. Public Transportation	_____	_____
(2) a. Educational Counseling – Individual	_____	_____
b. Educational Counseling – Group of _____	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group	_____	_____
(4) a. Language and Speech Therapy – Individual	_____	_____
b. Language and Speech Therapy – Group	_____	_____
c. Language and Speech Therapy – Per diem	_____	_____
d. Language and Speech – Consultation Rate	_____	_____
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	_____	_____
b. Occupational Therapy – Group	_____	_____
c. Occupational Therapy – Consultation Rate	_____	_____
(8) Physical Therapy	_____	_____
(9) a. Behavior Intervention -	_____	_____
b. Behavior Intervention – Supervision	_____	_____
(10) Nursing Services	_____	_____
a. Registered Nurse (RN)	\$50.00	Per hour
b. Licensed Vocational Nurse (LVN)	\$46.00	Per hour
c. Certified Home Health Aide/Nursing Assistant	\$26.00	Per hour
(11) Residential Board and Care	_____	_____
(12) Residential Mental Health Services	_____	_____

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of June 12, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

RAINBOW CONNECTION

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 and shall not exceed \$5,000.00 in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

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: Clark D. Hampton
 Title: Deputy Superintendent
 Board Approval Date: _____

"CONTRACTOR"

By: _____
 Name: _____
 Title: _____
 Email address _____
 FEIN/SSN _____

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013**

EXHIBIT A: RATES

CONTRACTOR	Rainbow	1A-30-074	<u>2012-2013</u>
	Connection		
<u>(NONPUBLIC SCHOOL OR AGENCY)</u>		CONTRACTOR NUMBER	(CONTRACT YEAR)
Per CDE Certification, total enrollment may not exceed		<u>10</u>	If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

A. Basic Education Program/Special Education Instruction
Basic Education Program/Dual Enrollment

Rate	Period

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

- | | | |
|---|----------|----------|
| (1) a. Transportation – Round Trip | _____ | _____ |
| b. Transportation – One Way | _____ | _____ |
| c. Public Transportation | _____ | _____ |
| d. Parent* | _____ | _____ |
| (2) a. Educational Counseling – Individual | _____ | _____ |
| b. Educational Counseling – Group of _____ | _____ | _____ |
| c. Counseling – Parent | _____ | _____ |
| (3) a. Adapted Physical Education – Individual | _____ | _____ |
| b. Adapted Physical Education – Group | _____ | _____ |
| (4) a. Language and Speech Development and Remediation | _____ | _____ |
| b. Language and Speech Therapy – Individual | \$103.00 | Per-hour |
| c. Language and Speech Therapy – Group | _____ | _____ |
| d. 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 – School site | _____ | _____ |
| c. Occupational Therapy – Home/Hospital | _____ | _____ |
| (8) Physical Therapy | _____ | _____ |
| (9) a. Behavior Intervention | _____ | _____ |
| b. Behavior Intervention – Supervision | _____ | _____ |
| c. Behavior Intervention – Clinical Director | _____ | _____ |
| (10) Nursing Services | _____ | _____ |
| (11) Residential Board and Care | _____ | _____ |
| (12) Residential Mental Health Services | _____ | _____ |

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of June 12, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

ABBY ROZENBERG

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 and shall not exceed \$18,000.00 in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

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: Clark D. Hampton
 Title: Deputy Superintendent
 Board Approval Date: _____

"CONTRACTOR"

By: _____
 Name: _____
 Title: _____
 Email address: _____
 FEIN/SSN: _____

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013**

EXHIBIT A: RATES

CONTRACTOR **Abby Rozenberg** **1A-30-108** **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** **(CONTRACT YEAR)**

Per CDE Certification, total enrollment may not exceed **24** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>		
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual (clinic)	\$125.00	Per-hour
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)	\$135.00	Per-hour
	d. 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		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Nursing Services		
(11)	Residential Board and Care		
(12)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of June 12, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

KIDS INSTITUTE FOR DEVELOPMENT & ADVANCEMENT

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 and shall not exceed \$125,000.00 in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

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: Clark D. Hampton
 Title: Deputy Superintendent
 Board Approval Date: _____

"CONTRACTOR"

By: _____
 Name: _____
 Title: _____
 Email address: _____
 FEIN/SSN: _____

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013**

EXHIBIT A: RATES

CONTRACTOR Kids Institute for Development & Advancement	30-66670-0125187	<u>2012-2013</u>
<u>(NONPUBLIC SCHOOL OR AGENCY)</u>	CONTRACTOR NUMBER	(CONTRACT YEAR)
Per CDE Certification, total enrollment may not exceed	<u>1 classroom</u>	If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

A. Basic Education Program/Special Education Instruction
Basic Education Program/Dual Enrollment

Rate	Period
<u>\$225.00</u>	<u>Daily</u>
_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1) a. Transportation – Round Trip	_____	_____
b. Transportation – One Way	_____	_____
c. Public Transportation	_____	_____
d. Parent*	_____	_____
(2) a. Educational Counseling – Individual	_____	_____
b. Educational Counseling – Group of _____	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group	_____	_____
(4) a. Language and Speech Therapy – Individual (clinic)	<u>\$125.00</u>	<u>Per hour</u>
b. Language and Speech Therapy – Group	_____	_____
c. Language and Speech Therapy – (school site)	_____	_____
d. Language and Speech – Consultation Rate	_____	_____
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)	<u>\$20.00</u>	<u>Per hour</u>
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	<u>\$125.00</u>	<u>Per hour</u>
b. Occupational Therapy – Group	_____	_____
c. Occupational Therapy – Consultation Rate	_____	_____
(8) Physical Therapy	_____	_____
(9) a. Behavior Intervention	<u>\$70.00</u>	<u>Per hour</u>
b. Behavior Intervention – Supervision	<u>\$90.00</u>	<u>Per hour</u>
c. Behavior Intervention – Clinical Director	_____	_____
(10) Orientation & Mobility Services	_____	_____
(11) Residential Board and Care	_____	_____
(12) Residential Mental Health Services	_____	_____

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of June 12, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

AUTISM BEHAVIOR CONSULTANTS

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 and shall not exceed \$65,000.00 in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

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: Clark D. Hampton
 Title: Deputy Superintendent
 Board Approval Date:

"CONTRACTOR"

By: _____
 Name: _____
 Title: _____
 Email address _____
 FEIN/SSN _____

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013**

EXHIBIT A: RATES

CONTRACTOR **Autism Behavior** **1A-19-190** **2012-2013**

Consultants, Inc

(NONPUBLIC SCHOOL OR AGENCY)

CONTRACTOR NUMBER

(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 shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip	<u> </u>	<u> </u>
	b. Transportation – One Way	<u> </u>	<u> </u>
	c. Public Transportation	<u> </u>	<u> </u>
	d. Parent*	<u> </u>	<u> </u>
(2)	a. Educational Counseling – Individual	<u> </u>	<u> </u>
	b. Educational Counseling – Group of ____	<u> </u>	<u> </u>
	c. Counseling – Parent	<u> </u>	<u> </u>
(3)	a. Adapted Physical Education – Individual	<u> </u>	<u> </u>
	b. Adapted Physical Education – Group	<u> </u>	<u> </u>
(4)	a. Language and Speech Therapy – Individual	<u> </u>	<u> </u>
	b. Language and Speech Therapy – Group	<u> </u>	<u> </u>
	c. Language and Speech Therapy – Per diem	<u> </u>	<u> </u>
	d. Language and Speech – Consultation Rate	<u> </u>	<u> </u>
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	<u> </u>	<u> </u>
	b. Additional Instructional Assistant – Group of 2	<u> </u>	<u> </u>
	c. Additional Instructional Assistant – Group of 3	<u> </u>	<u> </u>
(6)	Intensive Special Education Instruction**	<u> </u>	<u> </u>
(7)	a. Occupational Therapy – Individual	<u> </u>	<u> </u>
	b. Occupational Therapy – Group	<u> </u>	<u> </u>
	c. Occupational Therapy – Consultation Rate	<u> </u>	<u> </u>
(8)	Physical Therapy	<u> </u>	<u> </u>
(9)	a. Behavior Intervention	<u>\$50.00</u>	<u>Per hour</u>
	b. Behavior Intervention – Supervision	<u>\$75.00</u>	<u>Per hour</u>
	c. Behavior Intervention – Clinical Director	<u>\$125.00</u>	<u>Per hour</u>
(10)	Nursing Services	<u> </u>	<u> </u>
(11)	Residential Board and Care	<u> </u>	<u> </u>
(12)	Residential Mental Health Services	<u> </u>	<u> </u>

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of June 12, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

AUTISM INTERVENTIONS AND RESOURCES, INC.

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 and shall not exceed \$3,000.00 in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

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: Clark D. Hampton
 Title: Deputy Superintendent
 Board Approval Date:

"CONTRACTOR"

By: _____
 Name: _____
 Title: _____
 Email address _____
 FEIN/SSN _____

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013**

EXHIBIT A: RATES

CONTRACTOR	Autism Interventions and <u>1A-30-121</u> Resources, Inc (AIR)	2012-2013
(NONPUBLIC SCHOOL OR AGENCY)	CONTRACTOR NUMBER	(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 10 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 _____

<u>Rate</u>	<u>Period</u>

**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 shall be adjusted proportionally.

B. Related Services

(1) a. Transportation – Round Trip		
b. Transportation – One Way		
c. Public Transportation		
d. Parent*		
(2) a. Educational Counseling – Individual		
b. Educational Counseling – Group of _____		
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual		
b. Adapted Physical Education – Group		
(4) a. Language and Speech Therapy – Individual		
b. Language and Speech Therapy – Group		
c. Language and Speech Therapy – Per diem		
d. 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		
c. Occupational Therapy – Consultation Rate		
(8) Physical Therapy		
(9) a. Behavior Intervention	\$49.00	Per hour
b. Behavior Intervention – Supervision	\$96.00	Per hour
c. BID Counseling - Parent	\$115.00	Per hour
(10) Nursing Services		
(11) Residential Board and Care		
(12) Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of June 12, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

CENTER FOR AUTISM RESEARCH EVALUATION & SERVICE

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 and shall not exceed \$3,000.00 in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

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

[☒] Master Contract [☐] Special Conditions [☒] Required Documents and Certifications [☒] Purchase Order(s)

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

"DISTRICT"

"CONTRACTOR"

By: _____

By: _____

Name: Clark D. Hampton

Name: _____

Title: Deputy Superintendent

Title: _____

Board Approval Date:

Email address _____

FEIN/SSN _____

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013**

EXHIBIT A: RATES

CONTRACTOR	Center for Autism Resources, Evaluation & Service (CARES)	1A-37-050	2012-2013
<u>(NONPUBLIC SCHOOL OR AGENCY)</u>		CONTRACTOR NUMBER	<u>(CONTRACT YEAR)</u>

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 _____

A. Basic Education Program/Special Education Instruction
Basic Education Program/Dual Enrollment

Rate	Period
_____	_____
_____	_____
_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Public Transportation	_____	_____
	d. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group	_____	_____
	c. Language and Speech Therapy – Per diem	_____	_____
	d. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group	_____	_____
	c. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention - Direct Therapy	\$52.00	Per hour
	b. Behavior Intervention – Supervision (Master Level)	\$113.41	Per hour
	c. Behavior Intervention – Program Consultant	\$130.00	Per hour
	d. Evaluation / Assessment	\$1,200.00	Flat rate
(10)	Nursing Services	_____	_____
(11)	Residential Board and Care	_____	_____
(12)	Residential Mental Health Services	_____	_____

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 6-12-12 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

HEAR NOW DBA ABRAMSON AUDIOLOGY

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 \$5,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and 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: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

**SPECIAL
CONDITIONS**

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company, or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

Upon completion of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____

EXHIBIT A
FEE SCHEDULE

Hear Now dba Abramson Audiology
28985 Golden Lantern, B-105
Laguna Niguel, CA 92677
(949) 495-3327 phone
(949)495-3328 fax
Email: abramson@cox.net

Auditory Processing Evaluations \$485.00
BAT Program \$395.00
BAT program training \$85.00 per hour

Audiological Services \$85.00 per hour
Legal Audiological Services \$185.00 per hour

Signature _____ Date _____

Typed or Printed Name _____

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement for Professional Services ("**Agreement**") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

HEAR NOW DBA ABRAMSON AUDIOLOGY

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 \$60,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT**CONSULTANT**

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

**SPECIAL
CONDITIONS**

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company, or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

Upon completion of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____

EXHIBIT A
FEE SCHEDULE

Hear Now dba Abramson Audiology
28985 Golden Lantern, B-105
Laguna Niguel, CA 92677
(949) 495-3327 phone
(949)495-3328 fax
Email: abramson@cox.net

Auditory Processing Evaluations \$485.00
BAT Program \$395.00
BAT program training \$85.00 per hour

Audiological Services \$85.00 per hour
Legal Audiological Services \$185.00 per hour

Signature _____ Date _____

Typed or Printed Name _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

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 \$160,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONSULTANT

By: _____

Signature: _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date: _____

Address: _____

Email Address: _____

FEIN/SSN _____

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company, or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

Upon completion of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____

EXHIBIT A
FEE SCHEDULE

Deafinitely Professional Interpreting, a
Division of Goodwill Industries of Orange county
200 n. Fairview
Santa Ana, CA 92703
(714) 547-6308 X 357
(714) 480-7832
Email: nancy@ocgoodwill.org

Interpreter services
\$60.00 per hour if paid by check

Contractor will invoice district for exact number of hours Interpreting services are provided to student.
District shall give Contractor 24 hours notice for student absents, if no notice is given to Contract district shall pay Contractor a maximum two (2) hours for arriving at school site where services are requested.

By: _____ Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

PAUL ALAN DORES, PH.D

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");

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

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DISTRICT

CONSULTANT

By: _____

Signature: _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date: _____

Address: _____

Email Address: _____

FEIN/SSN _____

**SPECIAL
CONDITIONS**

Scope of Practice and Release of Assessment Documentation

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Upon completion of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____

EXHIBIT A
FEE SCHEDULE

Paul-Alan Does, PHD
Paul Alan Does, PHD
13135 Old Sycamore Drive
San Diego, CA 92128
619-884-1407
sdiegopaul@aol.com

\$200.00 per hour

Signature _____ Date _____

Typed or Printed Name _____



PROFESSIONAL SERVICES AGREEMENT

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SYLVIA MENDE, PSY.D

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");

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

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DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

**SPECIAL
CONDITIONS**

Scope of Practice and Release of Assessment Documentation

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By: _____ Date: _____

EXHIBIT A
FEE SCHEDULE

Sylvia Mende PSY.D
P.O. Box 3315
Rancho Santa Fe, CA 92067
(858) 245-9706 phone
(858) 759-5026 fax
symende@capousd.org

Autism Supervision

\$125.00 per hour

Signature _____ Date _____

Typed or Printed Name _____



PROFESSIONAL SERVICES AGREEMENT

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DR. SIDNEY WEISS

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");

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☒ 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: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

**SPECIAL
CONDITIONS**

Scope of Practice and Release of Assessment Documentation

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Upon completion of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____

EXHIBIT A
FEE SCHEDULE

Dr. Sidney Weiss
27800 Medical Center Drive, Suite 130
Mission Viejo, CA 92691
(949) 364-0271

\$342.00 per evaluation

Signature _____ Date _____

Typed or Printed Name _____



PROFESSIONAL SERVICES AGREEMENT

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SHARON GRANDINETTE

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

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

DISTRICT

CONSULTANT

By: _____

Signature: _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date: _____

Address: _____

Email Address: _____

FEIN/SSN _____

**SPECIAL
CONDITIONS**

Scope of Practice and Release of Assessment Documentation

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Upon completion of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____

EXHIBIT A

FEE SCHEDULE

Sharon Grandinette
326 Via San Sebastian
Redondo Beach, CA 90277
(310)465-0201

\$145.00 per hour or
Daily (8 hour) rate of \$850.00 per day.

Mileage reimbursement at the current IRS District approved rate.

By: _____ Date: _____



PROFESSIONAL SERVICES AGREEMENT

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SUSAN MEYERS FOSNOT, PH.D

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;

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DISTRICT**CONSULTANT**

By: _____

Signature: _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date: _____

Address: _____

Email Address: _____

FEIN/SSN _____

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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By: _____ Date: _____

EXHIBIT A
FEE SCHEDULE

Susan Meyers Fosnot
21208 Costanzo Street, Suite 2
Woodland hills, CA 91364
(818) 884-9110 work/fax
suzifosnot@aol.com

SPEECH-LANGUAGE EVALUATION

Independent Educational Evaluation (IEE)-To include extended evaluation, document
Review, and report writing. **\$1500.00.**

Consultation Hourly Rate- **\$180.00.**

Signature _____ Date _____

Typed or Printed Name _____



PROFESSIONAL SERVICES AGREEMENT

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RIENZI HAYTASINGH, PSY.D. & ASSOCIATES

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DISTRICT

CONSULTANT

By: _____

Signature: _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date: _____

Address: _____

Email Address: _____

FEIN/SSN _____

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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By: _____ Date: _____



Fee Schedule

"Ensuring Success, one child at a time."

Rienzi Haytasingh, Psy.D. & Associates

Child & Adolescent Educational Psychology

8414 Lemon Avenue, La Mesa California 91941
Phone 760.613.2670 Fax 619.462.5437
Drhaytasingh@gmail.com

STATEMENT # 1
DATE: MAY 2, 2012

DATE	DESCRIPTION	HOURS	AMOUNT		
	IEE Rate: Hourly	1	\$150		
	Includes, Neuropsychological, Psychoeducational, Behavior Assessments.				
	Expert Witness Testimony/ Prep	1	\$150		
	Drive Time	1	\$150		
	Psychoeducational Assessments		\$2,000- \$3,000		
	School Neuropsychological Assessments		\$3,000- \$5,000		
HOUR BASE RATE:	REPORT RATE		SCHOOL OBSERVATION	PHONE CONSULTATION	AMOUNT DUE
\$150	\$150		\$150	\$150	

Rienzi Haytasingh, Psy.D. is a Licensed Educational Psychologist in the state of California: LEP # 2732

Make all checks payable to Dr. Rienzi Haytasingh
THANK YOU FOR YOUR BUSINESS!



PROFESSIONAL SERVICES AGREEMENT

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CUSTOMIZED VISION CARE

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;

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

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DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

SPECIAL CONDITIONS

1. Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent vision evaluator to support student education. Consultant agrees that he/she will not recommend therapy or services within their own agency, company or practice. Consultant agrees that during the performance of an independent vision evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

Upon completion of the independent vision evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

2. Article 7. **Consultant Information** DELETE entire Section. This does not pertain to medical records.

3. Article 9. **Termination For Convenience** – ADD

The Contractor 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 District.

4. Article 12. **Termination For Convenience** DELETE

“and for, a minimum of a full three (3) years from the final completion of the Consulting Services under this Agreement”

By:_____Date:_____

EXHIBIT A
FEE SCHEDULE

Customized Vision Care
428 S. Brea Blvd.
Brea, CA 92821
(714) 529-2470
davidkirschen@mac.com

\$325.00 per evaluation

Signature _____ Date _____

Typed or Printed Name _____



PROFESSIONAL SERVICES AGREEMENT

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LET'S TALK SPEECH AND LANGUAGE THERAPY

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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");

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

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

DISTRICT

CONSULTANT

By: _____

Signature: _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date: _____

Address: _____

Email Address: _____

FEIN/SSN _____

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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Upon complete of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____

EXHIBIT A

Let's Talk Speech and Language Therapy

7 Merriweather Place
Ladera Ranch, CA 92694
Phone: (949)388-6979
Fax: (949)388-6073
letstalkspeech@cox.net

FEES FOR SPEECH AND LANGUAGE THERAPY SERVICES

EVALUATIONS

- \$122.00 Per hour
 - Estimated time for a language evaluation – 2 hours
 - Estimated time for an articulation evaluation – ½ hour

REPORTS

- \$122.00 flat rate

TREATMENT

- \$122.00 per hour session
- \$61.00 per half an hour session

IEP ATTENDANCE

- \$122.00 per hour

By: _____ Date: _____



PROFESSIONAL SERVICES AGREEMENT

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JEFFREY S. OWEN

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 \$15,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

Upon complete of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____

Exhibit A

Fee Schedule

Jeffrey S. Owen
4405 Manchester Ave, Suite 103
Encinitas, CA 92024
(760)942-1210

Psychoeducational Consultation

\$150.00 per hour for Psychoeducational assessments, counseling, supervision of school psychology, attendance at I.E.P. meetings, record review, assessment, report writing, discussion of results, collaboration/consultation with other professional, telephone calls, and/or associated backup work off the school site.

\$100.00 per hours for travel expenses, if outside the San Diego area.

Forensic Consultation

Fees for legal consultation are two-tiered. The first level hourly rate of \$200.00 is for time spent in reviewing records, conducting clinical interviews and/or psychological assessments, writing of psychological reports, discussing assessment results, collaborating/ consulting with legal professionals, telephone calls, and associated backup work for case discussion/presentation. The second level hourly rate of \$300.00 is for time spent involved in deposition and trial testimony.

By: _____ Date: _____



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SUSANNE SMITH ROLEY

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;

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

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DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

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SPECIAL CONDITIONS

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By: _____ Date: _____

Exhibit A

Fee Schedule

Susanne Smith Roley, M.S. OTR/L, FAOTA
15 Songbird Lane
Aliso Viejo, CA 92656
SUSANNESR3@gmail.com
(949)581-1380
(949)581-1384 FAX

OCCUPATIONAL THERAPY SERVICES

Independent Educational Evaluation (IEE) – To include extended evaluation, document review, and 2 hours IEP attendance. **\$1,300.00.**

Consultation Hourly Rate - **\$150.00**

By: _____ Date: _____



PROFESSIONAL SERVICES AGREEMENT

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DENNIS I. SALLER

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;

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By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

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By: _____ Date: _____

EXHIBIT A
FEE SCHEDULE

Dennis I. Saller, LEP
CA Licensed Educational Psychologist (Lic#3219)
540 La Veta Cir. Apt 1
Orange, CA 92868
(714) 343-9200
Email: schoolp3@gmail.com

Independent Educational Evaluation (IEE) for comprehensive evaluation including testing time, scoring, analysis, classroom observations, teacher, student and parent interviews, gathering and review of records and written report preparation will be billed at a rate of \$175.00 per hour and will not exceed \$2,800.00 per evaluation.

If approved by District one-hour consultation with parent(s) and district personnel to present and discuss test findings, at an additional rate of \$150.00 per hour, not to exceed two hours per evaluation, the consultation costs will be applied to the total costs of the evaluation.

Extraneous costs for additional classroom observations and testing, phone consultations, school meetings, in-service training, and expert witness testimony in legal proceedings will be billed over and above the cost of the evaluation. These additional charges would only be billed upon the receipt of prior written approval from the district.

Signature _____ Date _____

Typed or Printed Name _____



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GAYLA M. MASSEY

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

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DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

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SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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By: _____ Date: _____

FEE SCHEDULE**Independent Educational Assessment (20 USC 1415; EC 56506 [c], and 56329 [b])**

Academic (ex. WJIII, WIAT, KTEA, CTOPP, etc.)	\$ 800-1,000
Cognitive (ex. WJ III Cog, WISC IV, KABC II, CAS, etc.)	\$ 500-600
Executive Function (ex. DKEFS, BRIEF, Conners, etc.)	\$ 200-600
Visual Motor Integration (ex. VMI III, Bender, etc.)	\$ 200
Processing (TAPS, WRAML 2, TOMAL, TVPS II, etc.)	\$ 250-400
Social Emotional	\$ 600-1,000

Psycho-educational Assessment with Report	\$ 2500-4000- depending on complexity
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Cognitive GATE Assessment	\$ 325-450
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Private Practice:

a. Psycho-educational test administration	\$ 125 per hr.
b. Scoring, interpretation of test data	\$ 100 per hr.
c. Review of medical or academic records	\$ 100 per hr.
d. Telephone consult with family attorney	\$ 200 per hr.
e. Meeting with family attorney	\$ 200 per hr.
f. Initial Consultation	\$ 125 per hr.
g. Individual Counseling	\$ 100 per hr. (reduced fee considered)
h. Group Counseling	\$ 50 per hr.
i. Social Skills Training	\$ 40-50 per hr.
j. Returned Check Fee	\$ 30 per hr.
k. Telephone Consultation exceeding 10 min.	\$ Prorated at \$100 per hr.
l. School Meeting/IEP	\$ 125 per hr.
m. Travel Fee to Meeting	\$ 50 for San Diego/San Bernardino
n. Travel Fee to Meeting	\$ 20 Orange County



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JUDY M. SEGAL

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DISTRICT

CONSULTANT

By: _____

Signature: _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date: _____

Address: _____

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By: _____ Date: _____



Judy M. Segal, M.A.-CCC/SLP
Speech/Language Pathologist

(949) 752-0284

3308 Irvine Avenue, Suite 111
Newport Beach, CA 92660

FEE SCHEDULE

Individual Speech/Language Therapy

In Office

\$130.00 per hour

In Home

\$150.00 per hour

Consultation

\$150.00 per hour

Evaluations

\$150.00 per hour

(Including record review, parent interview
direct assessment, scoring, consultation with
other professionals, school observation, report writing)

Attendance at IEPs

\$150.00 per hour

For Current Client

\$130.00 per hour

Fair Hearing

Preparation for Hearing

\$150/hour (minimum of 3 hours)

\$450.00

Testimony

\$200/hour (minimum of 2 hours)

\$400.00

By: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

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CHRISTINE STEIN

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;

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DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

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SPECIAL CONDITIONS

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By: _____ Date: _____

EXHIBIT A
FEE SCHEDULE

Christine E. Stein
7301 Sitio Lirio
Carlsbad, CA 92009
(760) 803-9523
chstein@cox.net

Speech Language Pathology Services
\$80.00 per hour Monolingual students
\$90.00 per hour Bilingual students
\$125.00 per hour home based therapy

Evaluations for monolingual students \$360.00
Evaluations for bilingual students \$420.00

Signature _____ Date _____

Typed or Printed Name _____



PROFESSIONAL SERVICES AGREEMENT

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CARREN J. STIKA

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By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

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By: _____ Date: _____

EXHIBIT A
FEE SCHEDULE

Carren J. Stika
3821 Front Street
San Diego, CA 92103
(619) 794-2059 phone
(619) 294-3225 fax
Email: cstika@mail.sdsu.edu

\$2,250.00 per evaluation;
\$144.00 per hour IEP meeting attendance;
\$101.00 per hour travel time

Signature _____ Date _____

Typed or Printed Name _____



PROFESSIONAL SERVICES AGREEMENT

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PROVIDENCE SPEECH AND HEARING CENTER

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Board Approval Date: _____

CONSULTANT

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By: _____ Date: _____

EXHIBIT A
FEE SCHEDULE

PROVIDENCE SPEECH AND HEARING CENTER

SCHOOL DIS CODES	DESCRIPTION	CHARGE
53	Pediatric Audiological Evaluation(0-7 years)	\$300.00
53	Audiological Evaluation	\$285.00
53	Auditory Brainstem Response	\$445.00
53	Central Auditory Processing, Comprehensive	\$1,750.00 **
53	Otoacoustic Emissions, Extended	\$120.00
53	Other audiology service	\$135/hr
53	Audio Consult Brief	\$135/hr
50	Speech & Language Evaluation	\$300.00
50	Other speech services	\$135/hr
50	Speech Therapy	\$150/ 1 hr session
50	Speech Therapy	\$95/ 1/2 hr session
50	Jumpstart or Speech group Therapy, per hour	\$55 / 1hr
57	OT Evaluation	\$ 150.00
57	OT Therapy	\$135 / 1hr
50, 53, 57	**IEP/IFSP Out of Center Meeting	\$135 / 1hr
	(**IEP charge is inclusive of all preparation time which includes any meetings or litigations, preparation of special documentation and "out of the ordinary" phone calls.)	
50, 53, 57	**IEP/IFSP Cancellation without a 48 hour notice	\$135 / 1hr
50, 53, 57	Out of Center contact time and travel Audio, Speech, OT	\$135 / 1hr

****The following appointments are required for Comprehensive APD Appointment:**

- 1) Documentation Review by Audiologist 1/2 hour
- 2) Documentation Review by Speech Pathologist 1 hour
- 3) Initial APD appointment (includes Audiological Evaluation)
- 4) Speech and Language Evaluation
- 5) Final APD appointment

By: _____ Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

CENTER FOR LEARNING AND BEHAVIORAL SOLUTIONS, INC

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 \$5,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

Upon complete of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____

Exhibit A

Fee Schedule

Center for Learning and Behavioral Solutions, Inc
Dr. Shirin Ansari
33 Creek Road, suite C-320
Irvine, CA 92604
(949)654-2424

Psychoeducational Consultation

\$5,000.00 for Psycho educational assessments, to include initial intake with parents, psychological and educational tests/evaluations, home and school observations, IEP attendance and comprehensive written report to include emendations and discussion of results and collaboration/consultation with other professionals.

By: _____ Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

ORANGE COUNTY THERAPY SERVICES

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 \$200,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

Upon complete of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____

EXHIBIT A
FEE SCHEDULE

Orange County Therapy Service
23293 South Pointe Drive
Laguna Hills, CA 92653
(949) 770-5843
Email: jmore@octherapy.com

Occupational Therapy and Physical Therapy Services
School based Occupational and Physical Therapy -\$80.00 per hour

Signature _____ Date _____

Typed or Printed Name _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

EUGENE LEVIN

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 \$1,500.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

SPECIAL CONDITIONS

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Upon complete of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____

EXHIBIT A
FEE SCHEDULE

Eugene Levin
330 Park Avenue, Suite 9
Laguna Beach, CA 92652
(949) 497-1786
(949) 494-3255

Medical review of Occupational and Physical Therapy
Prescription requests

\$85.00 per hour

Signature _____ Date _____

Typed or Printed Name _____



PROFESSIONAL SERVICES AGREEMENT

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IRMA GARCIA

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");

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Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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☒ 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: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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Upon complete of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____

FEE SCHEDULE

Irma Ramirez Garcia
403 Calle Nina
San Clemente CA 92672
949-492-8263
scirma@aol.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute 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.

Hourly Rate: \$60.00

Irma R. Garcia, LCSW

Date



PROFESSIONAL SERVICES AGREEMENT

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BRENDA CRARY

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");

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

Upon complete of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____

FEE SCHEDULE

Brenda Crary
33 Camino Azulejo
San Clemente CA 92673
949-939-4701
brendacrary@cox.net

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute 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.

Hourly Rate: \$60.00

Brenda Crary, MFT

Date



PROFESSIONAL SERVICES AGREEMENT

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TRICIA KRANTZ

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");

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Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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☒ 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: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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Upon complete of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____

FEE SCHEDULE

Tricia Krantz
18 Country Walk Dr
Aliso Viejo CA 92656
949-521-2898
tricia.krantz@gmail.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute 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.

Hourly Rate: \$60.00

Tricia Krantz, MFT

Date



PROFESSIONAL SERVICES AGREEMENT

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LEISURE CARE REFERRAL AGENCY INC

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:

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Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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☒ 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: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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Upon complete of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____

EXHIBIT A
FEE SCHEDULE

Leisure Care Referral Agency, Inc.
30131 Town Center Drive, #205
Laguna Niguel, CA 92677
(949) 363-7401
trevor@lchomecare.com

Licensed Vocational Nurse (LVN)- \$38.00

Signature _____ Date _____

Typed or Printed Name _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

BLIND CHILDREN'S 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; 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");

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Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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By: _____ Date: _____

EXHIBIT A
FEE SCHEDULE

Blind Children's Learning Center
18542 Vanderlip Avenue
Santa Ana, CA 92705
(714) 573-8888
Email: denise.grajek@blindkids.org

Vision Assessments \$90.00 per hour

Signature _____ Date _____

Typed or Printed Name _____



PROFESSIONAL SERVICES AGREEMENT

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GOODWILL INDUSTRIES OF ORANGE COUNTY (ATEC)

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");

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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 \$4,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONSULTANT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

Upon complete of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____

EXHIBIT A

FEE SCHEDULE

Goodwill Industries of Orange County (ATEC)
410 North Fairview
Santa Ana, CA 92703
(714)547-6301

Assistive Technology Services
Assessments – nine hour minimum
\$95.00 per hour; plus
Travel time \$25.00 per hour; and
Mileage at current IRS district approved rate.

By: _____ Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of June 12, 2012 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").

T. DAVIS & ASSOCIATES, INC.

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 \$45,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

Upon complete of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____

EXHIBIT A
FEE SCHEDULE

T. Davis & Associates, Inc.
33282 Golden Lantern, Suite 112
Dana Point, CA 92629
(949) 228-1168
(949) 388-7820 FAX
tdavisin@cox.net

\$45,000 annual retainer for unlimited UCP investigations and oversight of volunteer fingerprinting DOJ results process, payable at a monthly rate of \$3,750.00.

July 1, 2012 through June 30, 2013

Signature _____ Date _____

Typed or Printed Name _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of June 12, 2012 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").

BOWIE, ARNESON, WILES & GIANNONE

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 \$75,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

Upon complete of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____

Bowie, Arneson, Wiles & Giannone

2011-2012 Hourly Rates

FOR

CAPISTRANO UNIFIED SCHOOL DISTRICT

	Current Pricing July 1, 2011- June 30, 2012	Proposed Pricing July 1, 2012-June 30, 2013
Partners	\$235.00	\$235.00
Senior Associates	\$205.00	\$205.00
Associates	\$195.00	\$195.00
Law Clerks	\$125.00	\$125.00
Paralegals	\$ 75.00	\$ 75.00



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of May 24, 2012, 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").

SUSAN BERKOWITZ

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 \$6,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONSULTANT

By: _____

Signature: _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date: _____

Address: _____

Email Address: _____

FEIN/SSN _____

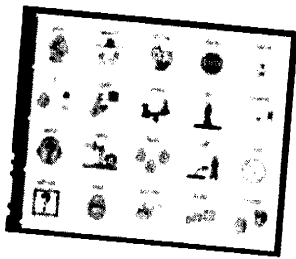
SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

Upon complete of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____



5-12

Susan Berkowitz, M.S.,
M.Ed
Speech-Language Pathologist

Fee Schedule 2011-12 and 2012-13 School Years*

OFFICE

11298 Duenda Rd
San Diego, Ca 92127

PHONE

619 980 0347

FAX

866-512-0474

EMAIL

berkowitz@hotmail.com

WEB

web.mac.com/susanberkowitz

Assessments, consultation, and IEP meeting attendance.....	\$130./hr**
Due Process Hearing testimony	\$150./hr

* no fee increased

** please note mileage reimbursement of \$.55 per mile in addition to hourly fee for services provided more than 40miles from office.

Effective July 1, 2012, all assessments will be at the reduced rate of \$120 an hour.

EXTENSION OF AGREEMENT NO. I1011014

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

THE PLANNING CENTER

Independent Contractor Agreement No. I1011014 called for an original 12-month contract covering the period of July 1, 2010, through June 30, 2011.

The contract with The Planning Center shall be extended an additional twelve (12) months, for the period July 1, 2012, through June 30, 2013 at the prices shown in Exhibit A to this Extension Agreement.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$50,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on July 13, 2010, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

The Planning Center

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES
GARY PRITCHARD, PH. D.
PRESIDENT

JOHN M. ALPAY
VICE PRESIDENT

LYNN HATTON
CLERK

ELLEN M. ADDONIZIO

JACK R. BRICK

ANNA BRYSON

SUE PALAZZO

SUPERINTENDENT
JOSEPH M. FARLEY, Ed.D.

May 1, 2012

Sent via email: dmears@planningcenter.com

Dwayne Mears, Principal
The Planning Center
1580 Metro Drive
Costa Mesa, CA 92626

Subject: Contract No. – I1011014

Dear Mr. Mears:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2012.

Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2012 through June 30, 2013. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by May 10, 2012.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

Page 2 of 14



May 4, 2012

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

Subject: District-wide CEQA Services – Contract I1011014

Dear Mr. Fluent:

It has been our pleasure to work with the Capistrano Unified School District and we seek to continue in this important role.

We understand the financial difficulties with the state's public education system and will assist in controlling costs wherever we can. We reduced our rates at least twice in recent years and we believe our already substantially reduced rates are now at the minimum in which we can our maintain practice. Nevertheless, the 2012-13 rates include some additional rate reductions where we could and we reduced our markup on other direct costs (including subconsultants) by 20 percent.

Please find our proposed rate schedule for 2012-2013 in the attached table.

We look forward to continuing our work with Capistrano Unified School District. Please call me at 714.966.9220 if you have any questions.

Sincerely,

THE PLANNING CENTER|DC&E

Dwayne Mears, AICP
Principal, School Facilities Planning





The Planning Center|DC&E
2012-13 Fee Schedule
Districtwide CEQA Services for Capistrano USD
Contract No. I1011014

STAFF LEVEL	CURRENT RATES	PROPOSED RATES
Principal (Mears)	\$185	\$185
Director/Team Leader	\$150-\$175	\$150-\$175
Sr. Planner/Scientist/Designer II	\$150-\$165	\$150-\$165
Sr. Planner/Scientist/Designer I	\$100-\$145	\$100-\$145
Associate Planner/Scientist/Designer II	\$85-\$110	\$85-\$100
Associate Planner/Scientist/Designer I	\$80-\$85	\$80-\$85
Assistant Planner/Scientist/Designer II	\$70-\$75	\$70-\$75
Assistant Planner/Scientist/Designer I	\$60-\$70	\$60-\$70
GIS/CAD Operator II	\$80-\$100	\$80-\$100
GIS/CAD Operator I	\$65-\$80	\$65-\$75
Graphic Artist II	\$70-\$95	\$70-\$95
Graphic Artist I	\$55-\$75	\$55-\$75
Planning Technician/Intern	\$45-\$55	\$45-\$55
Technical Editor	\$75	\$75
Word Processing	\$60	\$60
Clerical/Administration	\$55	\$55
Expert Witness	2 x Normal Hourly Rate	2 x Normal Hourly Rate

Other direct costs are billed at cost plus 10% (reduced from 12.5%).

Mileage reimbursement rate is the standard IRS-approved rate.

CONTRACTOR'S NAME: The Planning Center

CONTRACT No. 11011014



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and The Planning Center hereinafter referred to as "CONTRACTOR".

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

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

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** District wide on-call California Environmental Quality Act Compliance (CEQA) services.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2010, and will diligently perform as required and complete performance by June 30, 2011.

CONTRACTOR'S NAME: The Planning Center

CONTRACT No. 11011014

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule (Exhibit A).

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: N/A.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT, and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'S employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A.

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

CONTRACTOR'S NAME: The Planning Center

CONTRACT No. 11011014

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

CONTRACTOR'S NAME: The Planning Center

CONTRACT No. I1011014

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

12. Assignment: The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

13. Compliance with Applicable Laws: The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

14. Permits/Licenses: CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment with Public Agency: CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

CONTRACTOR'S NAME: The Planning Center

CONTRACT No. I1011014

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. Non Waiver: The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice: All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal 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 as follows:

DISTRICT:

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

CONTRACTOR:

The Planning Center
1580 Metro Drive
Costa Mesa, CA 92626
(714) 966.9220

20. Severability: If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

CONTRACTOR'S NAME: The Planning Center CONTRACT No. 11011014

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	Fee Schedule
b. Exhibit	B	N/A
c. Exhibit	C	N/A

THIS AGREEMENT IS ENTERED INTO THIS 14th DAY OF July, 2010.

Capistrano Unified School District

Name of District

By: Terry Fluent

Terry Fluent

Typed Name

Director, Purchasing

Title

July 13, 2010

Board Approval Date

The Planning Center

Contractor Name

Signature: Dwayne Mears

DWAYNE MEARS

Typed or Printed Name

PRINCIPAL

Title

95-2975827

Taxpayer Identification Number

**The Planning Center
2010-11 Fee Schedule
Capistrano Unified School District**

STAFF LEVEL	HOURLY RATE
Principal	\$195
Director/Team Leader	\$150-\$180
Sr. Planner/Scientist/Designer II	\$150-\$175
Sr. Planner/Scientist/Designer I	\$100-\$150
Associate Planner/Scientist/Designer II	\$85-\$115
Associate Planner/Scientist/Designer I	\$80-\$85
Assistant Planner/Scientist/Designer II	\$70-\$85
Assistant Planner/Scientist/Designer I	\$60-\$70
GIS/CAD Operator II	\$80-\$110
GIS/CAD Operator I	\$65-\$80
Graphic Artist II	\$75-\$125
Graphic Artist I	\$55-\$75
Planning Technician	\$45-\$60
Intern	\$25
Technical Editor	\$75
Word Processing	\$60
Clerical	\$55
Third-Party CEQA Review	\$200
Expert Witness	2 x Normal Hourly Rate

Other direct costs are billed at cost plus 10.0%.

Mileage reimbursement rate is the standard IRS-approved rate, which is currently \$0.55 per mile.

Exhibit A

EXTENSION OF AGREEMENT NO. I1011014

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

THE PLANNING CENTER

Independent Contractor Agreement No. I1011014 called for an original 12-month contract covering the period of July 1, 2010, through June 30, 2011.

The contract with The Planning Center shall be extended an additional twelve (12) months, for the period July 1, 2011, through June 30, 2012 at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on July 13, 2010, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

The Planning Center

By: 
Signature

By: 
Signature

Terry Fluent

Dwayne Mears
Print Name

Director, Purchasing

Principal
Title

Date: 6/16/11

Date: 5/26/11



The Planning Center|DC&E
2011-12 Modified Fee Schedule
Districtwide CEQA Services for Capistrano USD
Contract No. I1011014

STAFF LEVEL	CURRENT RATES	PROPOSED RATES
Principal	\$195	\$185
Director/Team Leader	\$150-\$180	\$150-\$175
Sr. Planner/Scientist/Designer II	\$150-\$175	\$150-\$165
Sr. Planner/Scientist/Designer I	\$100-\$150	\$100-\$145
Associate Planner/Scientist/Designer II	\$85-\$115	\$85-\$110
Associate Planner/Scientist/Designer I	\$80-\$85	\$80-\$85
Assistant Planner/Scientist/Designer II	\$70-\$80	\$70-\$75
Assistant Planner/Scientist/Designer I	\$60-\$70	\$60-\$70
GIS/CAD Operator II	\$80-\$110	\$80-\$100
GIS/CAD Operator I	\$65-\$80	\$65-\$80
Graphic Artist II	\$70-\$125	\$70-\$95
Graphic Artist I	\$55-\$75	\$55-\$75
Planning Technician/Intern	\$45-\$60	\$45-\$55
Technical Editor	\$75	\$75
Word Processing	\$60	\$60
Clerical/Administration	\$55	\$55
Third-Party CEQA Review	\$225	\$200
Expert Witness	2 x Normal Hourly Rate	2 x Normal Hourly Rate

Other direct costs are billed at cost plus 10.0%.
 Mileage reimbursement rate is the standard IRS-approved rate.

Exhibit A

EXTENSION OF AGREEMENT NO. I1011016

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

NMG GEOTECHNICAL, INC.

Independent Contractor Agreement No. I1011016 called for an original 12-month contract covering the period of July 1, 2010, through June 30, 2011.

The contract with NMG Geotechnical, Inc. shall be extended an additional twelve (12) months, for the period July 1, 2012, through June 30, 2013 at the prices shown in Exhibit A to this Extension Agreement.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$150,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on August 10, 2010, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

NMG Geotechnical, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES
GARY PRITCHARD, PH. D.
PRESIDENT

JOHN M. ALPAY
VICE PRESIDENT

LYNN MATTON
CLERK

ELLEN M. ADDONIZIO

JACK R. BRICK

ANNA BRYSON

SUE PALAZZO

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

May 1, 2012

Sent via email: hninyo@nmggeotechnical.com

Hayim Ninyo
President
NMG Geotechnical, Inc.
17991 Fitch
Irvine, CA 92614

Subject: Contract No. – I1011016

Dear Mr. Ninyo:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2012.

Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2012 through June 30, 2013. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by May 10, 2012.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

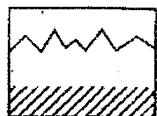
If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

Page 2 of 18

**NMG****Geotechnical, Inc.**

2006 PROFESSIONAL FEE SCHEDULE

HOURLY RATES BY STAFF CATEGORY

Principal and Associate Engineer/Geologist.....	\$120
Project Engineer/Geologist.....	\$103
Senior Staff Engineer/Geologist.....	\$ 88
Supervisory Technician.....	\$ 88
Staff Engineer/Geologist.....	\$ 79
Senior Project Technician.....	\$ 79
Project Technician.....	\$ 72
Staff Technician.....	\$ 65
CAD Drafter/Technical Illustrator.....	\$ 65
Word Processor.....	\$ 57
Technical Assistant.....	\$ 47

LABORATORY TESTING

Moisture Content.....	\$ 13	Consolidation.....	\$175
Moisture Content & Density.....	\$ 22	- For time-rate, add \$35/increment	
Atterberg Limits.....	\$125	- For remolded, add \$50/specimen	
Particle-Size Sieve Analysis.....	\$ 80	- For reload, add \$100/cycle	
Finer than No. 200 Sieve.....	\$ 50	Hydroconsolidation/Collapse.....	\$100
Hydrometer Analysis.....	\$ 85	Undisturbed Direct Shear.....	\$160
Maximum Dry Density.....	\$190	Undisturbed Direct Shear – Slow.....	\$275
Maximum Dry Density with Oversize Particle.....	\$230	Remolded Direct Shear.....	\$225
Caltrans 216 Maximum Density.....	\$170	Remolded Direct Shear – Slow.....	\$350
Sand Equivalent.....	\$ 70	Residual Direct Shear.....	\$650
Soluble Sulfate Content.....	\$ 50	R-Value.....	\$195
Expansion Index.....	\$140	Asphalt Maximum Density.....	\$190
Concrete Compression (per cylinder).....	\$ 25	Grout Prisms (4).....	\$100
CMU Grouted Prisms.....		Shotcrete Panel.....	\$100
Compression Test ≤8" x 8" x 16".....	\$ 180		
Compression Test >8" x 8" x 16".....	\$ 250		

NOTES

1. No additional charges for field vehicle usage, nuclear gauge, or overtime work.
2. Heavy equipment (i.e. drill rig, backhoe, CPT) charges will be invoiced at cost.
3. Delivery and outside reproduction charges will be invoiced at cost.
4. Outside laboratory test charges will be invoiced at cost.



May 16, 2012

Project No. 09115-05

To: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

Attention: Ms. Terry Fluent

Subject: Cost Estimate for On-Call Geotechnical Services for Fiscal Year 2012/2013, Capistrano Unified School District Projects

Pursuant to your request, NMG Geotechnical, Inc. (NMG) has prepared this cost estimate for on-call geotechnical services for the Capistrano Unified School District (CUSD) for potential incidental design or small construction projects during Fiscal Year 2012/2013. NMG has previously performed annual on-call services for CUSD. The scope of work ranged from slope stability evaluation to observation and testing during field improvements and pavement/concrete installation.

NMG received and acknowledged CUSD's request to reduce our contract pricing due to the current state of financial emergency for public education. As such, we propose to reduce the 2006 Professional Fee Schedule by 10 percent (our prior contract was based on the 2006 Professional Fee Schedule, which had been reduced from the year before). In lieu of providing a tabulated cost comparison, NMG proposes to show the 10 percent discount on each invoice.

This budget will be utilized for projects that are relatively small or have limited time durations. The initiation of any work would require your verbal authorization. A total amount of \$6,500 is considered appropriate for establishment of an on-call service budget. Our costs will accrue on a time-and-materials basis in accordance with the attached 2006 Professional Fee Schedule, minus a 10 percent discount.

If you have any questions regarding this cost estimate, please contact our office. We appreciate the opportunity to offer our services.

Respectfully submitted,

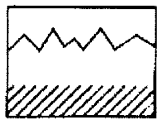
NMG GEOTECHNICAL, INC.

A handwritten signature in black ink, appearing to read "Lynne Yost", is written over a horizontal line.

Lynne Yost, CEG 2317
Associate Geologist

Attachment: 2006 Professional Fee Schedule

Distribution: (1) Addressee (via e-mail)



2006 PROFESSIONAL FEE SCHEDULE

HOURLY RATES BY STAFF CATEGORY

Principal and Associate Engineer/Geologist.....	\$120
Project Engineer/Geologist	\$103
Senior Staff Engineer/Geologist.....	\$ 88
Supervisory Technician.....	\$ 88
Staff Engineer/Geologist.....	\$ 79
Senior Project Technician.....	\$ 79
Project Technician.....	\$ 72
Staff Technician.....	\$ 65
CAD Drafter/Technical Illustrator.....	\$ 65
Word Processor.....	\$ 57
Technical Assistant.....	\$ 47

LABORATORY TESTING

Moisture Content.....	\$ 13	Consolidation.....	\$175
Moisture Content & Density.....	\$ 22	- For time-rate, add \$35/increment	
Atterberg Limits.....	\$125	- For remolded, add \$50/specimen	
Particle-Size Sieve Analysis.....	\$ 80	- For reload, add \$100/cycle	
Finer than No. 200 Sieve.....	\$ 50	Hydroconsolidation/Collapse.....	\$100
Hydrometer Analysis.....	\$ 85	Undisturbed Direct Shear.....	\$160
Maximum Dry Density.....	\$190	Undisturbed Direct Shear – Slow.....	\$275
Maximum Dry Density with Oversize Particle.....	\$230	Remolded Direct Shear.....	\$225
Caltrans 216 Maximum Density.....	\$170	Remolded Direct Shear – Slow.....	\$350
Sand Equivalent.....	\$ 70	Residual Direct Shear	\$550
Soluble Sulfate Content.....	\$ 50	R-Value.....	\$195
Expansion Index.....	\$140	Asphalt Maximum Density.....	\$190
Concrete Compression (per cylinder).....	\$ 25	Grout Prisms (4).....	\$100
CMU Grouted Prisms		Shotcrete Panel.....	\$100
- Compression Test $\leq 8" \times 8" \times 16"$	\$ 180		
- Compression Test $> 8" \times 8" \times 16"$	\$ 250		

NOTES

1. No additional charges for field vehicle usage, nuclear gauge, or overtime work.
2. Heavy equipment (i.e. drill rig, backhoe, CPT) charges will be invoiced at cost.
3. Delivery and outside reproduction charges will be invoiced at cost
4. Outside laboratory test charges will be invoiced at cost.

CONTRACTOR'S NAME: NMG Geotechnical, Inc.

CONTRACT No. 11011016



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and NMG Geotechnical, Inc. hereinafter referred to as "CONTRACTOR".

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

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

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** On-call geotechnical services for observation and testing during precise grading and post-grading construction District wide.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2010, and will diligently perform as required and complete performance by June 30, 2011.

CONTRACTOR'S NAME: NMG Geotechnical, Inc. CONTRACT No. 11011016

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule (Exhibit A).

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: N/A

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT, and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'S employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

CONTRACTOR'S NAME: NMG Geotechnical, Inc.

CONTRACT No. 11011016

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

3

CONTRACTOR'S NAME: NMG Geotechnical, Inc.

CONTRACT No. I1011016

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

CONTRACTOR'S NAME: NMG Geotechnical, Inc.

CONTRACT No. I1011016

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

12. Assignment: The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

13. Compliance with Applicable Laws: The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

14. Permits/Licenses: CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment with Public Agency: CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

CONTRACTOR'S NAME: NMG Geotechnical, Inc.

CONTRACT No. 11011016

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. Non Waiver: The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice: All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal 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 as follows:

DISTRICT:

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

CONTRACTOR:

NMG Geotechnical, Inc.
17991 Fitch
Irvine, CA 92614
(949) 442-2442

20. Severability: If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

CONTRACTOR'S NAME: NMG Geotechnical, Inc. CONTRACT No. 11011016

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.


22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	Fee Schedule
b. Exhibit	B	N/A
c. Exhibit	C	N/A

THIS AGREEMENT IS ENTERED INTO THIS 11th DAY OF August, 2010.


Capistrano Unified School District
Name of District

By: 

Terry Fluent
Typed Name

Director, Purchasing
Title
August 10, 2010
Board Approval Date

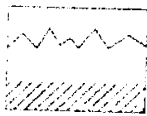
NMG Geotechnical, Inc.
Contractor Name

Signature: 

Hayim Ninyo
Typed or Printed Name

President
Title

406-00447
Taxpayer Identification Number



NMG
Geotechnical, Inc.

June 1, 2010

Project No. 09115-02

To: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

Attention: Mr. John Forney

Subject: Cost Estimate for On-Call Geotechnical Services for Fiscal Year 2010/2011,
Capistrano Unified School District Projects

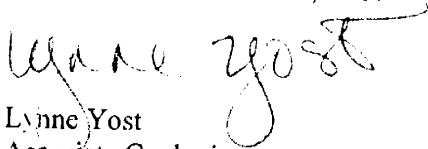
Pursuant to your request, NMG Geotechnical, Inc. (NMG) has prepared this cost estimate for on-call geotechnical services for the Capistrano Unified School District (CUSD) for potential incidental design or small construction projects during Fiscal Year 2010/2011. NMG has previously performed annual on-call services for CUSD, including last fiscal year; the scope of work ranged from slope stability evaluation to observation and testing during field improvements and pavement/concrete installation.

This budget will be utilized for projects that are relatively small or have limited time durations. The initiation of any work would require your verbal authorization. A total amount of \$7,500 is considered appropriate for establishment of an on-call service budget. Our costs will accrue on a time-and-materials basis in accordance with the attached 2009 Professional Fee Schedule.

If you have any questions regarding this cost estimate, please contact our office. We appreciate the opportunity to provide our services.

Respectfully submitted,

NMG GEOTECHNICAL, INC.


Lynne Yost
Associate Geologist

LY/er

Attachment: 2009 Professional Fee Schedule

Distribution: (2) Addressee

Exhibit A - 1 of 2

7001 Puch • Irvine, California 92614 • PHONE: (949) 411-2440 • FAX: (949) 476-8322 • www.nmggeotech.com


Tabulated Professional Fee Schedule Comparison

<i>Hourly Rates by Staff Category</i>	<i>2009 Fee Schedule (Prior Contract)</i>	<i>2006 Fee Schedule (Proposed for This Contract)</i>
Principal and Associate Engineer/Geologist	\$135	\$120
Project Engineer/Geologist	\$112	\$103
Senior Staff Engineer/Geologist	\$ 95	\$ 88
Supervisory Technician	\$ 95	\$ 88
Staff Engineer/Geologist	\$ 85	\$ 79
Senior Project Technician	\$ 85	\$ 79
Project Technician	\$ 78	\$ 72
Staff Technician	\$ 69	\$ 65
CAD Drafter/Technical Illustrator	\$ 69	\$ 65
Word Processor	\$ 62	\$ 57
Technical Assistant	\$ 50	\$ 47

If you have any questions regarding this cost estimate, please contact our office. We appreciate the opportunity to offer our services.

Respectfully submitted,

NMG GEOTECHNICAL, INC.


Lynne Yost, CEG 2317
Associate Geologist

LY/er

Attachment: 2006 Professional Fee Schedule

Distribution: (1) Addressee
(1) Ms. Terry Fluent, CUSD

2009 PROFESSIONAL FEE SCHEDULE

HOURLY RATES BY STAFF CATEGORY

Principal and Associate Engineer/Geologist.....	\$135
Project Engineer/Geologist	\$112
Senior Staff Engineer/Geologist.....	\$ 95
Supervisory Technician.....	\$ 95
Staff Engineer/Geologist.....	\$ 85
Senior Project Technician	\$ 85
Project Technician.....	\$ 78
Staff Technician.....	\$ 69
CAD Drafter/Technical Illustrator.....	\$ 69
Word Processor.....	\$ 62
Technical Assistant	\$ 50

LABORATORY TESTING

Moisture Content.....	\$ 14	Consolidation.....	\$185
Moisture Content & Density	\$ 24	For time-rate, add \$35/increment	
Atterberg Limits.....	\$135	- For remolded add \$50/specimen	
Particle-Size Sieve Analysis.....	\$ 85	- For reload, add \$100/cycle	
Finer than No. 200 Sieve.....	\$ 55	Hydroconsolidation/Collapse	\$110
Hydrometer Analysis.....	\$ 90	Undisturbed Direct Shear	\$170
Maximum Dry Density.....	\$195	Undisturbed Direct Shear – Slow.....	\$275
Maximum Dry Density with Oversize Particle.....	\$230	Remolded Direct Shear	\$225
Caltrans 216 Maximum Density	\$180	Remolded Direct Shear – Slow.....	\$350
Sand Equivalent.....	\$ 75	Residual Direct Shear	\$550
Soluble Sulfate Content	\$ 55	R-Value.....	\$205
Expansion Index.....	\$145	Asphalt Maximum Density	\$195
Concrete, Mortar or Grout Compression (per cylinder/cube/prism).....	\$ 25	Gunite/Shotcrete Panel Coring & Testing	\$100
CMU Grouted Prisms			
- Compression Test ≤8" x 8" x 16"	\$ 180		
- Compression Test >8" x 8" x 16"	\$ 250		

NOTES

1. No additional charges for field vehicle usage, nuclear gauge, or overtime work.
2. Heavy equipment (i.e. drill rig, backhoe, CPT) charges will be invoiced at cost.
3. Delivery and outside reproduction charges will be invoiced at cost.
4. Outside laboratory test charges will be invoiced at cost.

EXTENSION OF AGREEMENT NO. I1011016

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

NMG GEOTECHNICAL, INC.

Independent Contractor Agreement No. I1011016 called for an original 12-month contract covering the period of July 1, 2010, through June 30, 2011.

The contract with NMG Geotechnical, Inc., shall be extended an additional twelve (12) months, for the period July 1, 2011, through June 30, 2012 at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on August 10, 2010, all other terms of the contract remain in full force and effect.

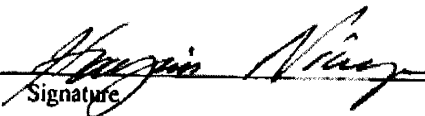
DISTRICT

CONSULTANT

Capistrano Unified School District

NMG Geotechnical, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

Hayim Ninoy
Print Name

Director, Purchasing

President
Title

Date: 6/28/11

Date: June 9, 2011



May 20, 2011

Project No. 09115-04

To: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

Attention: Mr. John Forney

Subject: Cost Estimate for On-Call Geotechnical Services for Fiscal Year 2011/2012,
Capistrano Unified School District Projects

INTRODUCTION

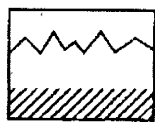
Pursuant to your request, NMG Geotechnical, Inc. (NMG) has prepared this cost estimate for on-call geotechnical services for the Capistrano Unified School District (CUSD) for potential incidental design or small construction projects during Fiscal Year 2011/2012. NMG has previously performed annual on-call services for CUSD, including last fiscal year. The scope of work ranged from slope stability evaluation to observation and testing during field improvements and pavement/concrete installation.

NMG received and acknowledged CUSD's request to reduce our contract pricing due to the current state of financial emergency for public education. As such, we propose to use the 2006 Professional Fee Schedule (our prior contract was based on the 2009 Professional Fee Schedule). A comparison of this fee schedule to the one previously used is provided in the table on the following page.

SCOPE OF WORK AND ESTIMATED COST

This budget will be utilized for projects that are relatively small or have limited time durations. The initiation of any work would require your verbal authorization. A total amount of \$6,500 is considered appropriate for establishment of an on-call service budget. Our costs will accrue on a time-and-materials basis in accordance with the attached 2006 Professional Fee Schedule.

Exhibit A



NMG
Geotechnical, Inc.

2006 PROFESSIONAL FEE SCHEDULE

HOURLY RATES BY STAFF CATEGORY

Principal and Associate Engineer/Geologist.....	\$120
Project Engineer/Geologist.....	\$103
Senior Staff Engineer/Geologist.....	\$ 88
Supervisory Technician.....	\$ 88
Staff Engineer/Geologist.....	\$ 79
Senior Project Technician.....	\$ 79
Project Technician.....	\$ 72
Staff Technician.....	\$ 65
CAD Drafter/Technical Illustrator.....	\$ 65
Word Processor.....	\$ 57
Technical Assistant.....	\$ 47

LABORATORY TESTING

Moisture Content.....	\$ 13	Consolidation.....	\$175
Moisture Content & Density.....	\$ 22	- For time-rate, add \$35/increment	
Atterberg Limits.....	\$125	- For remolded, add \$50/specimen	
Particle-Size Sieve Analysis.....	\$ 80	- For reload, add \$100/cycle	
Finer than No. 200 Sieve.....	\$ 50	Hydroconsolidation/Collapse.....	\$100
Hydrometer Analysis.....	\$ 85	Undisturbed Direct Shear.....	\$160
Maximum Dry Density.....	\$190	Undisturbed Direct Shear – Slow.....	\$275
Maximum Dry Density with Oversize Particle.....	\$230	Remolded Direct Shear.....	\$225
Caltrans 216 Maximum Density.....	\$170	Remolded Direct Shear – Slow.....	\$350
Sand Equivalent.....	\$ 70	Residual Direct Shear.....	\$550
Soluble Sulfate Content.....	\$ 50	R-Value.....	\$195
Expansion Index.....	\$140	Asphalt Maximum Density.....	\$190
Concrete Compression (per cylinder).....	\$ 25	Grout Prisms (4).....	\$100
CMU Grouted Prisms		Shotcrete Panel.....	\$100
Compression Test ≤8" x 8" x 16".....	\$ 180		
Compression Test >8" x 8" x 16".....	\$ 250		

NOTES

1. No additional charges for field vehicle usage, nuclear gauge, or overtime work.
2. Heavy equipment (i.e. drill rig, backhoe, CPT) charges will be invoiced at cost.
3. Delivery and outside reproduction charges will be invoiced at cost.
4. Outside laboratory test charges will be invoiced at cost.

EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
AMERICAN LOGISTICS COMPANY, LLC

Bid No. 1112-04 – Outsource Transportation Service, called for an original contract period of July 28, 2011 through June 30, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with American Logistic Company, LLC, pursuant to Bid No. 1112-04, shall be extended an additional 12 months, for the period July 1, 2012 through June 30, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on June 11, 2012.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$150,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on July 27, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

American Logistics Company, LLC

By: _____

Signature

By: _____

Signature

Terry Fluent_____

Print Name

Director, Purchasing_____

Title

Date: _____

Date: _____

EXHIBIT 30

EXHIBIT A**Capistrano Unified School District****Bid No. 1112-04
Outsource Transportation Service**Current Unit Prices
July 28, 2011 – June 30, 2012

TYPE OF TRANSPORT	ORIGINATOR FEE	LABOR	MILEAGE
Up to 3 passengers	<u>\$ 35.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile
Up to 7 passengers	<u>\$ 35.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile
Up to 3 passengers Wheelchair capable van	<u>\$ 55.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile
Up to 7 passengers Wheelchair capable van	<u>\$ 55.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile

Proposed Prices for
July 1, 2012 – June 30, 2013

TYPE OF TRANSPORT	ORIGINATOR FEE	LABOR	MILEAGE
Up to 3 passengers	<u>\$ 35.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile
Up to 7 passengers	<u>\$ 35.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile
Up to 3 passengers Wheelchair capable van	<u>\$ 55.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile
Up to 7 passengers Wheelchair capable van	<u>\$ 55.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES
GARY PRITCHARD, PH. D.
PRESIDENT

JOHN M. ALPAY
VICE PRESIDENT

LYNN HATTON
CLERK

ELLEN M. ADDONIZIO

JACK R. BRICK

ANNA BRYSON

SUE PALAZZO

SUPERINTENDENT
JOSEPH M. FARLEY, Ed.D.

April 17, 2012

Craig Puckett, President
American Logistics Company, LLC
520 West Dyer Road
Santa Ana, CA 92707

Subject: Bid No. 1112-04 – Outsource Transportation Service

Dear Mr. Puckett:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2012.

Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2012 through June 30, 2013. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by May 7, 2012.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service. All previously negotiated terms and conditions are to remain the same.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely,

Vicki Byers
Buyer/Planner, Purchasing

enc.

Capistrano Unified School District

**Bid No. 1112-04
Outsource Transportation Service**

Current Unit Prices
July 28, 2011 – June 30, 2012

TYPE OF TRANSPORT	ORIGINATOR FEE	LABOR	MILEAGE
Up to 3 passengers	\$ <u>35.00</u> Fixed	\$ <u>0</u> Per Hour	\$ <u>2.75</u> Per Mile
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Up to 3 passengers Wheelchair capable van	\$ <u>55.00</u> Fixed	\$ <u>0</u> Per Hour	\$ <u>2.75</u> Per Mile
Up to 7 passengers Wheelchair capable van	\$ <u>55.00</u> Fixed	\$ <u>0</u> Per Hour	\$ <u>2.75</u> Per Mile

Proposed Prices for
July 1, 2012 – June 30, 2013

TYPE OF TRANSPORT	ORIGINATOR FEE	LABOR	MILEAGE
Up to 3 passengers	\$ _____ Fixed	\$ _____ Per Hour	\$ _____ Per Mile
Up to 7 passengers	\$ _____ Fixed	\$ _____ Per Hour	\$ _____ Per Mile
Up to 3 passengers Wheelchair capable van	\$ _____ Fixed	\$ _____ Per Hour	\$ _____ Per Mile
Up to 7 passengers Wheelchair capable van	\$ _____ Fixed	\$ _____ Per Hour	\$ _____ Per Mile



AMERICAN LOGISTICS COMPANY

May 11, 2012

Vicki Byers
Buyer/Planner, Purchasing
Capistrano Unified School District

RE: Bid No. 1112-04 – Outsource Transportation Service

Dear Ms. Byers,

Per your request, attached is the pricing for the new school year. There are no changes. If you have any questions, please call me at the number below.

Sincerely,



Megan Carey
Business Development
949.212.9955

520 W. Dyer Rd. • Santa Ana • CA 92707

Phone: 866.999.3371 • www.AmericanLogistics.com

Capistrano Unified School District

Bid No. 1112-04
Outsource Transportation Service

Current Unit Prices
 July 28, 2011 – June 30, 2012

TYPE OF TRANSPORT	ORIGINATOR FEE	LABOR	MILEAGE
Up to 3 passengers	<u>\$ 35.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile
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Proposed Prices for
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TYPE OF TRANSPORT	ORIGINATOR FEE	LABOR	MILEAGE
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CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

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

Please provide an attachment to your bid for any of the following items that require additional information:

*Please see attached pages with ALC's responses.

1. Experience and references, at least three.
2. The number of drivers/vehicles in your employ and the types of service you provide.
3. The number of wheelchair accessible vehicles available for use by the DISTRICT.
4. Number of car seats available for use by the DISTRICT.
5. Please indicate if you have a GPS tracking system available to locate drivers and vehicles at any given time and if this system will be available for use by the DISTRICT. Include a complete description of this system and include any extra charge you will assess for this service provision.
6. Provide a description of your emergency notification/calling capability.
7. Will you be able to provide driver consistency?
Yes No
8. Will you have the ability to route and consolidate students to reduce drive time?
Provide description of methodology.
Yes No
9. If two or more students are consolidated in a single vehicle for a trip, what is the method of calculating the per-pupil trip cost?

In this scenario, will the single trip cost be divided between the students riding

together for the period they are sharing the vehicle?

10. Minimum Trip charge \$ 50.00
11. Cost per mile \$ 2.75
12. Waiting time – meter charge \$ \$50.00 hourly
If cancelled the day prior no charge.
13. Charge for cancelled trip \$ If cancelled day of, full charge.
14. Lead time to schedule \$ 24 hours

*Please see ALC's Pricing Schedule listed behind Bid Form and Agreement for ALC's full price matrix.

Unit Prices

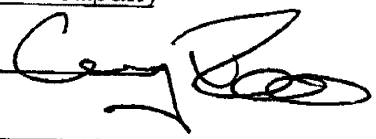
TYPE OF TRANSPORT	ORIGINATOR FEE	LABOR	MILEAGE
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Up to 7 passengers Wheelchair capable van	\$ <u>55.00</u> Fixed	\$ <u>0</u> Per Hour	\$ <u>2.75</u> Per Mile

- B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.
- C. 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. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.

- D. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California and that Craig Puckett whose title is President authorized to act for and bind the corporation.
- E. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
- F. 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.
- G. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.
- Extension option for one year: X option granted ___option not granted
- Extension option for a second year: X option granted ___option not granted
- H. The Bidder attests to having read and understands all documents contained and referenced in this bid.
- I. I, Craig Puckett the President (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct.

COMPANY

Name: American Logistics Company

Signed by: Craig Puckett, 

Date: 5/6/2011

Business Address: 520 West Dyer Road

Santa Ana, CA 92707

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name: _____

(a _____ Corporation*)

Business Address: _____

Signed by: _____, President**,

Dated: _____

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

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Company Name ALC

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____
(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

Signed by: Terry Fluent

Print Name: Terry Fluent

Title: Director, Purchasing

Date: 9/2/2011

CONTRACT TERM

The term of this base contract is for one-year with an option to extend annually by mutual agreement, and upon Board approval, for a term not to exceed a total of two additional years.

This agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

Exhibit A Special Conditions

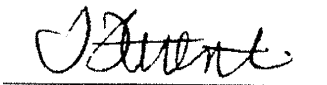
Exhibit A
SPECIAL CONDITIONS
Bid No. 1112-04
Outsource Transportation Services

American Logistics Company (ALC)

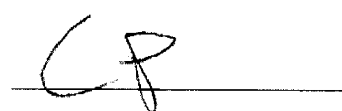
1. Personnel assigned to perform under this contract may be independent subcontracted drivers, and certain terms and conditions of this contract pertain to the subcontracted personnel as well. Subcontracted personnel shall be subject to continuous approval by the DISTRICT.
2. ALC will be notified prior to 6 P.M. of prior business day for cancellation of service. Where adequate notification is not received, or no notification is received, ALC will bill the student's transportation to the District at the normal rate for the "in" trip.
3. **Fuel Surcharge:** When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. The gasoline price index to be used shall be found under the category of "California Regular Reformulated Retail Gasoline Prices (cents per gallon)" on the following website: <http://www.eia.doe.gov/oilgas/petroleum/datapublications/wrgp/mogashistory.html>
4. Certificates of Insurance shall provide for ten (10) day notification in the event of non-payment of premium.
5. Insurance shall be placed with California licensed and/or admitted insurers with a current A.M. Best rating of A-VII or better.
6. Delete the requirement for Insurance for automobiles owned by ALC.
7. Insurance coverage shall contain no unreasonable limitations on the scope of the protection afforded to the DISTRICT, its subsidiaries, officials, employees and The Board of Education.
8. **CONDUCT OF EMPLOYEES:** Contractor shall be fully responsible for any damage to DISTRICT property caused by his employees. Repairs or replacement, at the option of the DISTRICT, may be made by the Contractor or by the DISTRICT and charged to the Contractor. Replacement costs are limited to the equivalent costs that the Contractor would have charged the DISTRICT for the services for which the DISTRICT engaged replacement services.
9. **DISPUTES:** Contractor has the right to terminate the contract with thirty (30) days written notice, in the event the DISTRICT fails to pay for services rendered.
10. **DEFAULT AND DISTRICT'S RIGHT TO TERMINATE CONTRACT:** Replacement costs to be limited to the equivalent costs that ALC would have charged the DISTRICT for the services for which the DISTRICT engaged replacement services.
11. **BONDS:** The District is willing to share the cost of the bonds with ALC by picking up the cost of one bond not to exceed \$2813 annually.

All other terms and conditions of agreement shall remain in full force and effect.

DISTRICT



CONTRACTOR



**Capistrano Unified School District
Refurbished Computer Equipment
Bid No. 1112-15
Bid Summary**

Item No.	Equipment	CDI Computer Dealers, Inc.	CNB Computers, Inc.	Insight Systems Exchange	IT Xchange Corp. dba PartStock Computer
COMPUTER DESKTOP OPTIONS					
1	<u>Optiplex GX755 Desktop – Refurbished</u>	\$242.81	\$225.00	\$257.00	\$274.00
2	<u>Optiplex GX760 Desktop – Refurbished</u>	\$319.81	\$245.00	\$284.00	\$294.00
COMPUTER DESKTOP OPTIONS					
3	<u>Optiplex GX755 SFF – Refurbished</u>	\$242.81	\$225.00	\$257.00	\$274.00
4	<u>Optiplex GX760 SFF – Refurbished</u>	\$319.81	\$245.00	\$284.00	\$304.00
MONITORS					
5	<u>17" Dell - Flat Panel Monitor - Refurbished</u>	\$81.13	\$54.00	\$65.00	\$89.00
6	<u>19" Dell - Flat Panel Monitor - Refurbished</u>	\$91.13	\$69.00	\$72.00	\$99.00
LAPTOPS					
7	<u>Latitude E6400 - Refurbished</u>	\$380.38	\$329.00	\$352.00	\$474.00
8	<u>Latitude E6500 - Refurbished</u>	\$391.38	\$329.00	\$389.00	\$574.00

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 11, 2012
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Adams, Sonja	Student Supvr	Voluntary	10/01/2011	06/21/2012
2. Alaway, Tracy	Student Supvr	Voluntary	04/16/2007	06/21/2012
3. Barys, Jeanne	Sub Student Supvr	Voluntary	11/10/2010	06/30/2012
4. Bunyan, Eric	IF-Sp Ed	Voluntary	02/20/2008	06/21/2012
5. Butts, Judy	Sub MS Campus Supvr	Voluntary	08/18/2011	06/30/2012
	Sub HS Campus Supvr			
6. Camacho, Jennifer	Sub FS Worker	Voluntary	07/24/2002	06/30/2012
7. Carrera, Tammy	Sub Inst Asst-Sp Ed	Voluntary	03/29/2012	06/30/2012
	Presch			
8. Carter, David	Executive Director,	Retirement	08/15/2011	06/25/2012
	Fiscal Svcs			
9. Cullum, Linda	IF-Sp Ed	Voluntary	09/29/1987	06/21/2012
10. Dimperio, Kristen	IF-Sp Ed	Voluntary	01/31/2011	06/21/2012
11. Encarnacao, Jennifer	Student Supvr	Voluntary	09/08/2009	06/30/2012
12. Entsminger, Theresa	IF-Sp Ed	Voluntary	09/05/1991	06/21/2012
13. Florentino, Shaylee	Sub FS Worker	District Initiated	11/15/2010	06/30/2012
14. Fluhr, Kendra	Student Supvr	Voluntary	04/03/2009	06/30/2012
15. Galimidi-Greenfield, Beth	IF-Sp Ed	Voluntary	10/18/2010	06/21/2012
16. Gefell, Julia	Inst Asst-Presch	Voluntary	10/03/2011	06/21/2012
17. George, Teresa	Student Supvr	Voluntary	09/08/2009	06/21/2012
18. Healey, Stacey	Student Supvr	Voluntary	06/21/2011	06/21/2012
19. Hendricks, Steven	Sub MS Campus Supvr	Voluntary	02/14/2011	06/30/2012
	Sub HS Campus Supvr			
20. Hendry, Dannielle	LVN	Other Employment	01/10/2012	06/15/2012
21. Herrera, Susan	Mgr III, Transportation	Retirement	04/17/1990	09/04/2012
22. Hikawa, Janet	Sub Student Supvr	District Initiated	09/07/2011	06/30/2012
23. Horgan, Polly	Sub Clerk	Voluntary	09/07/2011	06/30/2012
24. Ingram, Stephanie	Sub Clerk	District Initiated	03/13/2012	06/30/2012
25. Karlous, Theolla	Inst Asst-Presch	Other Employment	10/22/2008	04/13/2012
26. Killingback, Cindy	Supvr IV, Transportation	Retirement	03/19/1991	09/04/2012
	Safety/Training			
27. Kim, Tamara	Student Supvr	Voluntary	09/27/2006	06/21/2012
28. Kounlavouth, Roselie	Sub Inst Asst-Sp Ed	Voluntary	06/02/2011	06/30/2012
	Sub IF-Sp Ed			
	Sub Inst Asst-Sp Ed			
	Presch			
29. Kroening, Brenda	Sub Clerk	Voluntary	05/11/2011	06/30/2012
	Sub Opportunity Asst			
30. Luke, Terry	Senior Staff Secretary	Retirement	12/14/2004	06/29/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 11, 2012
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
31. MacKerras, Laura	IF-Sp Ed	Voluntary	10/29/2007	06/21/2012
32. Martin, Michelle	Sub Inst Asst-Sp Ed Presch	Voluntary	02/07/2011	06/30/2012
33. McBride, Jill	Elem Sch Office Mgr	Retirement	11/13/1990	08/03/2012
34. McLennan, Shelley	IF-Sp Ed	Voluntary	02/10/2009	06/21/2012
35. Meyer, Jacqueline	Sub Caregiver-Sp Ed	Voluntary	10/22/2010	06/30/2012
36. Morgan, Susan	Inst Asst	Voluntary	04/16/2007	06/21/2012
37. Morris, Patricia	Sch Clerk II	Retirement	09/08/1988	07/30/2012
38. Myska, Sylvia	Sub Clerk	Voluntary	11/03/2008	06/30/2012
39. Patel, Trupti	Student Supvr	Voluntary	12/11/2007	06/21/2012
40. Pederson, Chris	ASB Worker	District Initiated	08/23/2010	05/24/2012
41. Powell, Pamela	Academic Advisor	Voluntary	09/23/1993	06/29/2012
42. Pritchett, Patricia	Sub Student Supvr	Moving	10/10/2008	06/30/2012
43. Purtell, Kevin	ASB Worker	District Initiated	02/11/2008	05/24/2012
44. Ridgway, Sheila	Sub Clerk	Voluntary	07/01/2008	06/30/2012
45. Romero, James	ASB Worker	District Initiated	11/10/2007	05/24/2012
46. Sim, Laurie	Sub Inst Asst-Sp Ed	Voluntary	12/14/2004	06/30/2012
47. Steele, Theresa	Student Supvr	Voluntary	03/08/2007	06/21/2012
48. Tannery, Sarah	Inst Asst-Sp Ed	Voluntary	09/14/2011	06/21/2012
49. Thompson, Laura	Sub IF-Sp Ed Sub Inst Asst-Sp Ed Sub Inst Asst-Sp Ed Presch	Voluntary	10/11/2011	06/30/2012
50. Toma, Odet	Sub Inst Asst-Comm Ed	Voluntary	09/11/2008	06/30/2012
51. VanAntwerp, Patrice	Health Asst	Retirement	09/12/2005	06/21/2012
52. Welsh, Jennifer	Student Supvr	Voluntary	12/11/2008	06/21/2012
53. White, Carroll	Supvr V, Vehicle Maint/Dispatcher	Retirement	03/25/2002	06/30/2012
54. Whitmarsh, Tammy	Sub Student Supvr	Moving	10/17/2011	06/30/2012

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
55. Alaway, Tracy	Student Supvr	\$10.00 hr		06/22/2012
56. Avalos, Juan	Groundskeeper	\$16.74 hr	R27-1	06/12/2012
57. Encarnacao, Jennifer	Student Supvr	\$10.00 hr		07/01/2012
58. Healey, Stacey	Student Supvr	\$10.00 hr		06/22/2012
59. Last Newton, Cheryl	Clerk	\$15.16 hr	R23-1	06/28/2012

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
60. McBride, Jill	Clerk	\$15.16 hr	R23-1	08/04/2012
61. MacKerras, Laura	IF-Sp Ed	\$14.79 hr	R22-1	06/22/2012
62. Morris, Patricia	Clerk	\$15.16 hr	R23-1	07/31/2012
63. Patel, Trupti	Student Supvr	\$10.00 hr		06/22/2012
64. Rodriguez, Nascinia	Blngl Inst Asst	\$14.43 hr	R21-1	06/30/2012
65. Steele, Theresa	Student Supvr	\$10.00 hr		06/22/2012
66. Welsh, Jennifer	Student Supvr	\$10.00 hr		06/22/2012

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
67. Balderas Olea, Juan	Student Worker	\$ 8.00 hr	05/16/2012- 06/30/2012
68. Benson, Paige	Student Worker	\$ 8.00 hr	05/01/2012- 06/30/2012
69. Jessee, Tyler	Student Worker	\$ 8.00 hr	05/11/2012- 06/30/2012
70. Lowe, Cody	Student Worker	\$ 8.00 hr	05/17/2012- 06/30/2012
71. Mino, Alexander	Student Worker	\$ 8.00 hr	05/11/2012- 06/30/2012
72. Perez, Jose	Student Worker	\$ 8.00 hr	05/16/2012- 06/30/2012
73. Rosenlieb, Martin	Student Worker	\$ 8.00 hr	04/17/2012- 06/18/2012
74. Sanchez-Orozco Jr., Horacio	Student Worker	\$ 8.00 hr	05/17/2012- 06/30/2012
75. Schoonover, Kyle	Student Worker	\$ 8.00 hr	05/12/2012- 06/30/2012
76. Toca, Claire	Student Worker	\$ 8.00 hr	05/11/2012- 06/30/2012
77. Walters, Jonathan	Student Worker	\$ 8.00 hr	05/11/2012- 06/30/2012

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
78. Russell, Allison	Water Polo, Girls Varsity (Asst)	San Clemente HS	\$2,609.00	11/14/2011- 02/10/2012

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APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
79. Wilburton, Phil	Golf, Varsity (Head)	Dana Hills HS	\$3,261.00	02/24/2012- 05/11/2012

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
80. Carlson, Cynthia	Swimming, Girls Varsity (Head)	Dana Hills HS	\$ 326.00	05/07/2012
81. Corbett, Kevin	Track and Field (Asst)	San Clemente HS	\$ 260.90	05/07/2012
82. Crane, Ryan	Track, Girls Varsity (Head)	Dana Hills HS	\$ 347.80	05/07/2012
83. Hall, Rex	Track, Girls Varsity (Asst)	Dana Hills HS	\$ 260.90	05/07/2012
84. Wilburton, Phil	Golf, Boys Varsity (Head)	Dana Hills HS	\$ 326.10	05/07/2012

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
85. Chang, Edwin	Lacrosse, (Asst)	Tesoro HS	\$2,174.05	02/04/2012- 05/11/2012
86. Cicali, Kyle	Volleyball	Aliso Niguel HS	\$1,200.00	05/01/2012- 05/31/2012
87. Miles, Glen	Lacrosse, Varsity (Head)	San Clemente HS	\$3,000.00	11/14/2011- 02/10/2012
88. Milligan, Ryan	Lacrosse, Boys (Asst)	San Clemente HS	\$3,300.00	02/13/2012- 05/11/2012
89. Walker, Jordan	Volleyball, Boys (Asst)	Tesoro HS	\$2,174.05	02/04/2012- 05/02/2012
90. Westling, Drew	Weight Training, Football	Aliso Niguel HS	\$2,500.00	05/01/2012- 06/30/2012

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APPROVE PROMOTION

<u>Name</u>	<u>Former Classification</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
91. Morales, Issac	Custodian I (12mo/40hpw)	Custodian IV (Temp/40hpw)	R32-6	04/02/2012- 04/25/2012
		Custodial III (Temp/40hpw)	R30-10	04/26/2012- 05/26/2012
92. Umana-Choto, Rigoberto	Custodian I (12mo/40hpw)	Custodian III (Temp/40hpw)	R30-6	03/30/2012- 06/30/2012

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
93. Mohammadi, Lily	BIngl Inst Asst (NTE 3 hrs (Translate for IEP meetings/testing))	R21-20	04/26/2012- 06/12/2012

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
94. Burton, Irma	BIngl Inst Asst NTE 5 hrs (Translate for IEP meetings/conferences)	05/10/2012- 06/30/2012
95. Evans, Sandy	BIngl Comm Svcs Liaison NTE 50 hrs (Assist with preschool registration)	05/07/2012- 06/30/2012
96. Gast, Lucibel	BIngl Comm Svcs Liaison NTE 64 hrs (Assist with preschool registration)	05/07/2012- 06/30/2012
97. Rodriguez, Octavio	Storekeeper/Delivery Driver NTE 40 hpw (Picking up products)	06/22/2012- 06/29/2012
98. Sall, Sam	Storekeeper/Delivery Driver NTE 40 hpw (Picking up products)	06/22/2012- 06/29/2012
99. Sanchez, Jose	Storekeeper/Delivery Driver NTE 40 hpw (Picking up products)	06/02/2012- 06/29/2012
100. Sosa, Cesar	Storekeeper/Delivery Driver NTE 40 hpw (Picking up products)	06/22/2012- 06/29/2012

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**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Assignment</u>	<u>Classification Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
101. Jaeckel, Deborah	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	03/26/2012- 03/28/2012
102. Ramirez, Ana Maria	Sub Inst Asst-Sp Ed	IF-Sp Ed	R22-1	11/14/2011
103. Romero, Magdalena	BIngl Comm Svcs Liaison (9.5mo/17.5hpw)	BIngl Elem Sch Office Mgr	R34-2	05/21/2012
104. Young, Susan	Elem Library Tech (9.5mo/17.5hpw)	HS Media Clerk	R22-4	05/31/2012- 06/04/2012

APPROVE PROFESSIONAL GROWTH STIPEND

NTE \$500

105. Ybarra, Guillermina

APPROVE SUMMER EMPLOYMENT

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
106. Ames, Sharon	Sch Clerk	\$22.98 hr	R26-15	06/01/2012- 07/20/2012
107. Anawalt, Alison	Sch Clerk	\$19.85 hr	R26-5	06/01/2012- 07/20/2012
108. Buys, Debbie	Sch Clerk	\$22.98 hr	R26-15	06/01/2012- 07/20/2012
109. Chung, Cecilia	Sch Clerk	\$16.33 hr	R26-1	06/01/2012- 07/20/2012
110. Clarke, Stephanie	MS Campus Supvr	\$21.34 hr	R23-15	06/25/2012- 07/27/2012
111. Egertson, Jane	Sch Clerk	\$20.84 hr	R26-6	06/01/2012- 07/20/2012
112. Hanson, Robin	MS Campus Supvr	\$18.43 hr	R23-5	06/25/2012- 07/27/2012
113. Kane, Patti	Sch Clerk	\$19.85 hr	R26-5	06/01/2012- 07/27/2012
114. Kuhlmann, Nancy	MS Campus Supvr	\$18.43 hr	R23-5	06/25/2012- 07/27/2012
115. Lowe, Mitzi	HS Campus Supvr	\$21.35 hr	R25-10	06/25/2012- 07/27/2012
116. Northart, Janet	HS Campus Supvr	\$19.36 hr	R25-5	06/25/2012- 07/27/2012

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ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Brenneman, Jasmine	Teacher	Child Care	08/30/2002	06/30/2012
2. Slaght, Mary	Teacher	Deceased	08/29/1997	05/16/2012
3. Thompson, Laura	Sub Teacher	Voluntary	10/11/2011	06/30/2012
4. Vo, Phuong	Teacher	Temp Release	09/01/2011	06/22/2012

APPROVE SUBSTITUTE TEACHER

Pay @ \$90.00 per day

5. Fong Loi, Ruthy

APPROVE AUTISM AUTHORIZATION MENTORS

<u>Name</u>	<u>Stipend</u>	<u>Effective Date</u>
6. Cartisano, Jennifer	\$3,000.00	02/01/2012-06/21/2012
7. Coppola, Luci	\$3,000.00	02/01/2012-06/21/2012
8. Ferguson, Erin	\$3,000.00	02/01/2012-06/21/2012
9. Meyers, Amy	\$3,000.00	02/01/2012-06/21/2012

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
10. Simpson, Lorinda	Teacher-100%	Teacher-50% ETAP-40%	09/01/2011

APPROVE SUMMER SCHOOL

Administrator – Multiple Sites

Not to exceed 111 hours pay @ \$55.00 per hour
06/22/2012-07/20/2012

11. Dore, Judy
12. Garman, Jaime
13. Gruenewald, Eric

14. Jones, Jeff
15. Lyon, Laura
16. Mahoney, Don

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APPROVE SUMMER SCHOOL (Cont.)

Administrator – Multiple Sites (Cont.)

Not to exceed 111 hours pay @ \$55.00 per hour
06/22/2012-07/20/2012

- | | |
|---------------------------|------------------------|
| 17. Morris, Faith | 19. Soto-Veeh, Shannon |
| 18. Okamura-Clanin, Sally | 20. Young, Scott |

APPROVE ADDITIONAL ASSIGNMENTS

Saturday School Proctor – Multiple Sites

Not to exceed 30 hours instructional pay @ \$35.00 per hour
05/08/2012-06/20/2012

- | | |
|--------------------------|-------------------|
| 21. Chavez-Rock, Barbara | 22. Trotter, Chad |
|--------------------------|-------------------|

ADD/SIOP Collaboration – Oso Grande Elem

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour
01/01/2012-06/21/2012

- | | |
|------------------------|---------------------|
| 23. Mischel, Stephanie | 24. Tonai, Jennifer |
|------------------------|---------------------|

After School Tutorial and Homework Center – Dana Hills HS

Not to exceed 5 hours instructional pay @ \$35.00 per hour
04/30/2012-06/15/2012

25. Violette, Jan

SIOP-Cadre Teacher – Dana Hills HS

Not to exceed 12 hours non-instructional pay @ \$30.00 per hour

26. Wallace, Danielle

Home/Hospital Instruction – Education Division

Not to exceed 5 hours per week instructional pay @ \$35.00 per hour
03/30/2012-06/30/2012

- | | |
|-----------------|----------------------|
| 27. Brown, Mark | 30. Todd, Mary |
| 28. Null, Laura | 31. Walders, Brannon |
| 29. Place, Sue | |

Attend IEP Meetings – Special Education

Not to exceed 25 hours instructional pay @ \$35.00 per hour
03/28/2012-06/21/2012

32. Meyers, Marcia

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APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
33. Morrell, Kathryn	Spelling Bee, MS	Newhart MS	\$ 435.00	09/07/2011-06/20/2012
34. Steed, Steve	ASB Elementary	Oso Grande Elem	\$ 652.00	09/07/2011-06/21/2012
35. Swenson, Casey	Volleyball, Boys Varsity (Asst)	San Clemente HS	\$2,609.00	02/13/2012-05/02/2012

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
36. Butler, Timothy	Track, Boys (Asst)	Dana Hills HS	\$ 260.90	05/07/2012
37. Cox, Ryan	Swimming, Girls Varsity (Head)	Aliso Niguel HS	\$ 326.10	05/07/2012
38. DiLeo, Tim	Tennis, Boys Varsity (Head)	Tesoro HS	\$ 326.10	05/06/2012
39. Dunn, Craig	Track, Boys Varsity (Head)	Dana Hills HS	\$ 347.80	05/07/2012
40. Edge, Carey	Track, (Asst)	Tesoro HS	\$ 260.90	05/06/2012
41. Fasola, Patty	Track, Girls Varsity (Head)	Tesoro HS	\$ 347.80	05/06/2012
42. Ferdinand, Justin	Swimming, Boys Varsity (Head)	Aliso Niguel HS	\$ 326.10	05/07/2012
43. Gibson, Mike	Swimming, Boys Varsity (Head)	Tesoro HS	\$ 326.10	05/06/2012
44. Goldstone, Ken	Volleyball, Varsity (Head)	San Clemente HS	\$ 326.10	05/07/2012
45. Green, Justin	Tennis, Boys Varsity (Head)	Dana Hills HS	\$ 326.10	05/07/2012
46. Harrison, Kenneth	Track, (Asst)	Tesoro HS	\$ 260.90	05/06/2012
47. Hill, Paul	Softball, Varsity (Head)	San Clemente HS	\$ 347.80	05/14/2012
48. Hurlbut, Mike	Golf, Boys	San Clemente HS	\$ 326.10	05/07/2012

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APPROVE CIF CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
52. Polk, Richard	Volleyball, Boys Varsity (Head)	Tesoro HS	\$326.10	05/06/2012
53. Proodian, Dave	Track and Field, Girls Varsity (Head)	San Clemente HS	\$347.80	05/07/2012
54. Rosa, Matthew	Swimming, Boys Varsity (Head)	Dana Hills HS	\$326.10	05/07/2012
55. Simmons, Oscar	Volleyball, Boys Varsity (Head)	Dana Hills HS	\$326.10	05/07/2012
56. Stachowski, Mike	Swimming, Girls Varsity (Head)	Tesoro HS	\$326.10	05/06/2012
57. Stephens, John	Tennis, Boys Varsity (Head)	San Clemente HS	\$326.10	05/01/2012
58. Westling, Wayne	Surfing, Varsity (Head)	Aliso Niguel HS	\$326.10 \$163.05	04/02/2012 04/22/2012

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
59. Steed, Steve	ASB Elementary	Oso Grande Elem	\$652.00	09/07/2011- 06/21/2012

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
60. MacIntyre, Michelle	Personal	2012-2013

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APPROVE CIF CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
49. Johnson, Dan	Swimming, Boys Varsity (Head)	San Clemente HS	\$ 326.10	05/07/2012
50. Johnstone, Van	Golf, Boys Varsity (Head)	Tesoro HS	\$ 326.10 \$ 163.05	05/06/2012 05/13/2012
51. Laster, Don	Swimming, Girls Varsity (Head)	San Clemente HS	\$ 326.10	05/07/2012
52. Miranda, Albert	Track, Boys Varsity (Head)	Tesoro HS	\$ 347.80	05/06/2012
53. Mulligan, Shawn	Track and Field (Asst)	San Clemente HS	\$ 260.90	05/07/2012
54. Parker, Marc	Swimming, Boys Varsity (Head)	San Clemente HS	\$ 326.10	05/07/2012
55. Polk, Richard	Volleyball, Boys Varsity (Head)	Tesoro HS	\$326.10	05/06/2012
56. Proodian, Dave	Track and Field, Girls Varsity (Head)	San Clemente HS	\$347.80	05/07/2012
57. Rosa, Matthew	Swimming, Boys Varsity (Head)	Dana Hills HS	\$326.10	05/07/2012
58. Simmons, Oscar	Volleyball, Boys Varsity (Head)	Dana Hills HS	\$326.10	05/07/2012
59. Stachowski, Mike	Swimming, Girls Varsity (Head)	Tesoro HS	\$326.10	05/06/2012
60. Stephens, John	Tennis, Boys Varsity (Head)	San Clemente HS	\$326.10	05/01/2012
61. Westling, Wayne	Surfing, Varsity (Head)	Aliso Niguel HS	\$326.10 \$163.05	04/02/2012 04/22/2012

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
62. MacIntyre, Michelle	Personal	2012-2013
63. Veravanich, Stephanie	Personal	2012-2013